

Collective Bargaining Agreement
by and between

OREGON STATE UNIVERSITY
and
UNITED ACADEMICS OF OREGON STATE UNIVERSITY
AAUP/AFT, AFL-CIO

June 15, 2020 through June 30, 2024

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Article I. Preamble

The intent and purpose of this Agreement is to provide for collective bargaining conducted in good faith and the promotion of a sound and mutually beneficial relationship between United Academics, on behalf of the bargaining unit members, and the Employer. This Agreement is intended to establish and make clear the wages, hours, terms, and other working conditions of employment of bargaining unit members; to further 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.

Article II. Parties to the Agreement

This Collective Bargaining Agreement is entered into between Oregon State University ("Employer") and United Academics of Oregon State University AAUP/AFT, AFL-CIO ("United Academics").

Article III. Recognition

Pursuant to the certification by the Oregon Employment Relations Board on June 27, 2018, United Academics of Oregon State University, AAUP/AFT, AFL-CIO is the exclusive bargaining representative for the purpose of collective bargaining of the bargaining unit, described as: all faculty employed by Oregon State University with rank (including those on Academic Wage Appointments), as well as Post-Doctoral Scholars and Post-Doctoral Fellows, but excluding: (1) confidential employees; (2) faculty employed as a president, vice president, provost, vice provost, dean, associate dean, assistant dean, head or equivalent position; (3) faculty employed in an administrative position without reasonable expectation of teaching, research or other scholarly accomplishments; (4) unclassified employees with No Rank; (5) faculty who are not considered supervisory under ORS 243.650(23)(c)(C), but supervise other faculty with rank (including those on Academic Wage Appointments), Post-Doctoral Scholars, and/or Post-Doctoral Fellows.

Article VII. Union Rights

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

Section 2. United Academics will advise the Employer, in writing, of all elected officers and alternates who have been designated by the union. This list shall be updated and sent to the Employer within a reasonable time following any changes.

Section 3. United Academics shall have the right to communicate with its members and the members of the bargaining unit, including use of university email, provided such communication does not unduly interfere with the work duties of a bargaining unit member. Communications between bargaining unit

members about union matters should not unduly interfere with university operations, students, other employees, or members of the public.

Section 4. United Academics shall have the right to make a presentation and distribute information at the Human Resources orientations that include new bargaining unit members. The presentation shall be for the purpose of introducing attendees to the union and its role in representing bargaining unit members. The presentation will not be used for discussion of labor/management issues or disputes.

Section 5. Designated United Academics representatives, by prior arrangement with a supervisor, shall be granted reasonable time during their regularly scheduled work hours for:

- a. investigating and processing grievances and other workplace complaints on behalf of United Academics;
- b. attending investigatory meetings and/or due process hearings involving represented employees;
- c. participating in or preparing for proceedings under the Public Employee Collective Bargaining Act, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and procedures before the Employment Relations Board;
- d. acting as a representative of United Academics in the act of collective bargaining;
- e. attending labor management meetings;
- f. providing information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees; and
- g. testifying in a legal proceeding in which they have been subpoenaed as a witness.

Section 6. Release Time. The Employer shall provide United Academics with an annual release time pool equivalent to one and a half 12-month full-time positions for the purposes of conducting union business, including, but not limited to, contract administration, grievances, and participation in United Academic's governance, including its state and national affiliates.

For each of the two terms prior to the expiration of this Agreement, the Employer shall provide an additional 1.0 FTE of release time for distribution to the United Academics negotiating team for the purposes of preparation and attendance of negotiating sessions.

United Academics may purchase the equivalent of up to two additional 12-month full-time positions each academic year for the purposes of conducting union business, including, but not limited to, contract administration, negotiations, and grievances. United Academics will reimburse the Employer for the salary and benefit costs of the bargaining unit member who is released.

In order for any one unit not to bear a disproportionate burden of the release, no more than two individuals from any single academic unit shall be released at any one time, except by mutual agreement. In order to permit adequate coverage of work assignments, United Academics will notify the Employer, by the first working day one term prior to the release, of the particular bargaining unit members who shall receive release time. Notice may be shortened for bargaining unit members who have not yet received notice of appointment for the relevant term. In situations where a bargaining unit member receives less than a full release for a given term, they will work with their immediate supervisor to determine which portions of their work will be released.

Section 7. By the fifth business day of each month, the Employer shall provide information about all members of the bargaining unit. For newly hired employees, the Employer shall provide information within ten days of the date of hire. This information will be provided at no cost to United Academics and in a mutually agreeable format. If the Employer has the information in the employer's records, 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
- j. Office phone number
- k. Home phone number
- l. Cellular phone number
- m. Work email address
- n. Personal email address
- o. Home or personal mailing address
- p. Classification
- q. Rank
- r. Rank effective date
- s. Length of service
- t. Job start and end date
- u. Appointment basis (9- or 12- month)
- v. Annual salary rate
- w. Appointment percentage
- x. Job status (Leave or Active)
- y. Job type (Primary, Secondary)

Article VIII. Dues Deduction

Section 1. An employee may authorize the Employer 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 an employee's bargaining unit status changes, whichever occurs first. United Academics shall promptly forward to the Employer notice of cancellation of a dues deduction authorization. A written notice of cancellation received by the Employer shall be promptly forwarded to United Academics.

Dues authorization shall resume for employees who are reinstated to a bargaining unit position after a break in service or bargaining unit status; and may be revoked only upon cessation of their

employment status.

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

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

Section 4. Within thirty days of the deduction, the Employer will send payment to United Academics for the total amount deducted for both dues and political action contributions along with an electronic list identifying the employees for whom the deductions were made, the type of deduction, and the amount deducted.

Section 5. United Academics assumes responsibility for and indemnifies the Employer of all claims (damages, suits, or other forms of liability that may arise out of any action taken or not taken) against the Employer and its officers, officials, employees, or agents for the purpose of complying with the provisions of this Article.

Section 6. The Employer will not deduct any union fines or penalties from the pay of any bargaining unit member.

Article IX. Management Rights

Section 1. Except as abridged by this Agreement, all powers, rights, and authorities of Oregon State University are reserved by the Employer, and the Employer retains control over any and all matters in the operation, management, and administration of the university; the control of its properties and the maintenance of order and efficiency of the workforce; and authority to exercise those rights and powers by making and implementing those decisions with respect to those rights and powers. In order to operate its business and except as limited or restricted by a provision of this Agreement, the Employer reserves and retains exclusively, any and all management rights, prerogatives, and privileges previously vested in or exercised by the Employer, and the right to place any or all such rights into effect. Such rights and powers include, but are not limited to, the sole and exclusive authority:

- a. to determine the mission of the university, its organizational structure, and the methods and means necessary to fulfill that mission;
- b. to adopt and amend budgets and make budgetary allocations and reallocations affecting the university as a whole or any of its departments or units;
- c. to establish qualifications, appoint, and determine the appointment fractions and duration of employment upon appointment for all bargaining unit members, including whether employees will be reappointed, and if so, the terms and conditions governing such reappointment;
- d. to determine the number of bargaining unit members to be appointed;
- e. to determine, assign, and schedule the type of services to be performed by bargaining unit members or by others, including the location of such services or work;
- f. to establish, modify, combine, or eliminate positions;
- g. to determine the number, location or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies regarding the use of such buildings, rooms, and facilities;

- h. to discipline, suspend, terminate bargaining unit members according to the process described in Article XXI; and non-renew or reappoint bargaining unit members according to the process described in Article XIII;
- i. to supervise, train, and evaluate bargaining unit members;
- j. to determine materials and equipment to be utilized by bargaining unit members and the methods and means by which work shall be performed and services provided;
- k. to establish quality and performance standards rules for bargaining unit members;
- l. to adopt and enforce policies, rules, and regulations, including rules and regulations governing tuition waivers, human resources functions, and the work, training, and conduct of bargaining unit members; and
- m. to perform all other functions inherent in the administration, management, and control of the university.

Section 2. The failure of the Employer to exercise any power, function, authority, or right, reserved or retained by it, or to exercise any power, function, authority, or right in a particular manner, shall not be deemed a waiver of the right of the Employer to exercise such power, function, authority, or right, or preclude the Employer from exercising the same in some other manner, so long as it does not conflict with an express provision of this Agreement.

Nothing in this Article is meant to relieve the Employer of its obligation to bargain over the impact of any decision that affects the wages, hours, and working conditions of the bargaining unit members at the request of either Party.

Nothing in this Article is meant to restrict the role or authority of established institutions of shared governance at Oregon State University, including the Faculty Senate, from exercising their rights to create and/or recommend policies and practices regarding the operation of Oregon State University.

Article IV. Labor-Management Meetings

Section 1. It is the intention of the Employer and United Academics to meet on a regular basis to promote a sound and mutually beneficial relationship. There shall be at least one meeting held per month, initiated by United Academics, through June 2021. Thereafter, there shall be at least one meeting held per term, at the request of United Academics. Additional Labor-Management meetings may be scheduled by mutual agreement. A mutually agreeable place and time shall be established for any meeting called.

Section 2. The Employer and United Academics shall each designate up to four representatives to attend. For the Employer, the Associate Vice Provost for Employee and Labor Relations will be notified and normally attend all meetings. Additional attendees may be allowed upon mutual agreement of the Parties.

Section 3. The Party calling the meeting shall prepare an agenda and provide a copy of the agenda to the other Party one week prior to the meeting. The other Party may append additional items to the agenda, provided that Party transmits the items to the Party calling the meeting at least two days prior to the scheduled meeting.

Section 4. The purpose of these meetings shall be to discuss anything relevant to the relationship of

the two Parties. Matters that are actively being pursued through the grievance process shall be handled pursuant to Article XXII.

Article VI. Personnel Records

Section 1. The Employer will comply with applicable law and university policy regarding bargaining unit members' personnel records and files.

Section 2. Bargaining unit members may review and/or receive a copy of their personnel records and files, including findings from an investigated matter which results in discipline more severe than a written reprimand, within a reasonable time and at no cost to the employee.

Section 3. Bargaining unit members may enter into their personnel records and files such comments, explanations, or rebuttals as desired.

Section 4. If a bargaining unit member becomes aware that any of their personnel records or files contain errors of fact or omission, they may petition the Associate Vice Provost of Employee and Labor Relations in writing to remove or correct the information.

Article V. Academic Freedom

Preamble. United Academics and the Employer affirm that the university exists to serve the public good through teaching, research, and engagement.

United Academics and the Employer agree that academic freedom is essential to the mission of the university, because serving the public good depends upon the free search for truth and its free exposition. United Academics and the Employer jointly accept the responsibility for maintaining an atmosphere in which scholars may freely teach, conduct research, publish, engage in other scholarly activities, and speak on all matters of university governance. United Academics and the Employer agree to support bargaining unit members against influences from within or without the university that would restrict the bargaining unit member in the exercise of their academic freedom.

The bargaining unit members and administration of Oregon State University accept a responsibility to protect the right of each employee to express their personal opinion in a manner that complies with University policy, state and federal law, and professionalism. At the same time, each member of the university community is expected to respect the right of free inquiry of fellow members, show due respect for the rights of others to hold and express their opinions in a professional and appropriate manner, and be objective in the judgment of the professional capabilities and performance of their colleagues.

Section 1. Scholarly Work. Bargaining unit members are entitled to freedom in their scholarly or creative work, subject to the provisions of their position description, and they have the right to disseminate the results of that work to students, the public, and others in the academy.

As scholars in academic disciplines, bargaining unit members seek and state the truth as they see it, continually develop their scholarly competence and expertise, practice intellectual honesty, contribute

to the development of their discipline, and exercise self-discipline and judgment in using, extending, and transmitting knowledge to diverse audiences on- and off-campus.

Section 2. Teaching. Bargaining unit members have the freedom to teach and engage, both in and outside of the classroom, including the examination of controversial issues when such issues are germane to the subject matter of the course they are teaching or the educational activity in which they are engaged. This freedom includes the selection of instructional materials and course content, and the assessment of student performance, subject to established faculty oversight of curriculum and instructional materials, university policy, state law, and federal law.

As teachers, bargaining unit members will exemplify high scholarly standards, respect students as individuals while serving as intellectual guides, foster honest academic conduct and fair evaluation of students, and protect the academic freedom of students and their rights of access to the university. Bargaining unit members and the administration of Oregon State University jointly accept responsibility for maintaining an atmosphere in which scholars may freely teach and engage in scholarly activities.

Section 3. Extramural Expression. The Employer shall not attempt to control the personal opinion of, nor the public expression of that opinion by, any bargaining unit member. When speaking in their personal capacity, bargaining unit members have the right to the same freedom of expression as other individuals regarding political rights and privileges, without fear of institutional censorship, reprisal, or discipline.

When bargaining unit members speak or write in their personal capacity, they may identify their university affiliation so long as no university sponsorship or endorsement is stated or implied.

When supporting or opposing ballot measures, referenda, or candidates for public elected or appointed office, bargaining unit members who identify university affiliation will do so with the disclaimer that they are doing so for identification purposes only.

Article X. Health, Safety, and Facilities

Section 1. Reporting. The Employer is committed to a work environment where bargaining unit members have a healthy and safe workplace. The Employer will comply with all applicable law and university rules, policies, standards, manuals, or procedures. Bargaining unit members shall immediately report any workplace health and safety or other maintenance issues to the appropriate contact person and/or their immediate supervisor. The Employer will consult with the appropriate unit of the Environmental Health and Safety Office to review the situation, determine whether the work environment is hazardous and, if so, resolve the matter forthwith.

Bargaining unit members shall immediately report any workplace injury or illness to their supervisor.

Section 2. Working Conditions. Bargaining unit members are not required to perform imminently hazardous or dangerous work, defined as work under conditions whereby a reasonable person would believe that to perform an assigned task under current conditions would risk the employee's death or serious physical injury. Bargaining unit members shall immediately report imminently hazardous or dangerous work conditions.

Upon receiving a report of imminently hazardous or dangerous work, the Employer may either choose to reassign the faculty member to other work or have the task evaluated by the Environmental Health and Safety Office.

If the Environmental Health and Safety Office agrees the task is imminently hazardous or dangerous to life or health, then the Employer must take appropriate steps to remedy the situation.

If the Environmental Health and Safety Office does not find the work imminently hazardous or dangerous, the bargaining unit member may be asked to complete the task as directed. In such cases, further failure to perform the task may subject the bargaining unit member to discipline procedures as outlined in Article XXI.

Bargaining unit members who report suspected safety issues in good faith shall be protected from retaliation.

Upon request of the bargaining unit member to Facilities Services, the Employer shall strive to preemptively notify the bargaining unit member of pesticides being applied to the building in which the bargaining unit member works.

Section 3. Training. Bargaining unit members shall be provided and complete all necessary health and safety education and/or trainings required for their job duties. Health and safety education and trainings are available through the Environmental Health and Safety Office. Bargaining unit members shall follow the health and safety rules that apply to their jobs and shall wear any personal protective equipment (PPE) required and provided by the Employer.

Section 4. Basic Provisions. The Employer will furnish and maintain in working condition the buildings, workspaces, furnishings, information technology, tools, and equipment necessary to carry out assigned work duties. Bargaining unit members shall use appropriate safeguards and equipment if exposed to hazards.

Bargaining unit members shall have access to private meeting space sufficient for meeting with students, which may need to be reserved according to established guidelines.

Section 5. Transfer of Faculty Workspace or Location. Unless there is mutual agreement to the contrary or an emergency situation, the Employer must provide at least one academic term's notice when moving a bargaining unit member's office or lab within a given OSU campus or location and/or a significant alteration is planned to their workspace. The bargaining unit member shall be consulted as to how their job duties can be satisfactorily performed in the new or altered workspace.

A bargaining unit member may not be forced to relocate to another campus or location unless such a move is within the requirements of their job duties.

Section 6. The provisions in this Article apply to all university locations utilized by faculty members in the course of their assigned work, including branch campuses, extension offices, experimental stations, research labs, and centers.

Article XI. Non-Discrimination

Preamble. The Employer is committed to creating an equitable and inclusive campus free of all violence, harassment, bullying, and discrimination. Bargaining unit members who are working for or participating in university programs and activities have the right to do so fully, free from sexual discrimination, misconduct, and retaliation. When the Employer learns of such misconduct, the Employer will take steps to stop, prevent recurrence, and remedy the impacts of such behavior. The Parties recognize that protecting bargaining unit members from job-related sexual harassment, bullying and discrimination, and protecting those who have experienced such acts, is an obligation of both Parties. The Parties agree that this will be a shared and ongoing responsibility.

Section 1. Neither the Employer nor United Academics will discriminate in the terms and conditions of employment on the basis of race, national origin, color, religion, sex (including pregnancy-related conditions), sexual orientation, gender identity or expression, disability, marital status, genetic information, age, familial status, veteran status, or any other basis protected by law.

Section 2. The Employer will offer all bargaining unit members training regarding unlawful discrimination. A bargaining unit member shall complete any training regarding unlawful discrimination that is required by the Employer.

Section 3. Neither the Employer nor United Academics shall unlawfully discriminate against, intimidate, restrain, coerce, or interfere with any bargaining unit 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. There will be no discrimination or harassment against any bargaining unit member in the application of the terms of this Agreement because of membership or non-membership in United Academics.

Section 4. The Employer and United Academics shall continue to abide by federal and state laws as well as all university policies regarding complaints of discrimination, harassment, and bullying.

Article XII. Academic Classification and Rank

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

Nothing shall preclude a bargaining unit member from being assigned and performing other duties not described in their specific rank as long as those duties are consistent with their position description.

Section 2. Tenured/Tenure-Track Classification. The Tenured/Tenure-Track classification includes all paid appointments in which bargaining unit members are either eligible to be considered for, or have received, indefinite tenure.

Professor: is a tenure or tenure-track paid appointment with primary 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.

Section 3. Fixed-Term Classification. The Fixed-Term classification includes all paid appointments in which bargaining unit members are not eligible for tenure.

a. Fixed-Term Professorial Categories

- i. **Professor (Clinical):** a fixed-term paid appointment with primary duties in the area of clinical instruction or research and an expectation of scholarship as defined in the position description. Ranks are Assistant Professor (Clinical), Associate Professor (Clinical), and Professor (Clinical), in ascending order.
- ii. **Professor (Extension):** a fixed-term paid appointment with primary duties in the areas of instruction, scholarship, and service and an expectation of scholarship as defined in the position description. Use of Professor (Extension) positions shall be limited to instances where funding is primarily non-recurring or the programming is limited in duration. Ranks are Assistant Professor (Extension), Associate Professor (Extension), and Professor (Extension), in ascending order.
- iii. **Professor (Practice):** a fixed-term paid appointment with primary duties in professionally related instruction and service and an expectation of scholarship as defined in the position description. Ranks are Assistant Professor (Practice), Associate Professor (Practice), and Professor (Practice), in ascending order.
- iv. **Professor (Senior Research):** a fixed-term paid appointment with primary duties in scholarship, including developing and conducting research and securing grant, contract, and other funds. Ranks are Assistant Professor (Senior Research), Associate Professor (Senior Research), and Professor (Senior Research), in ascending order.

b. Fixed-Term Instructional Categories

- i. **Instructor:** a fixed-term paid appointment with primary duties in the area of undergraduate and graduate instruction. Ranks are Instructor, Senior Instructor I, and Senior Instructor II, in ascending order.
- ii. **Instructor (PAC):** a fixed-term paid appointment with primary duties in the area of instruction of Physical Activity Courses (PAC). Effective September 16, 2021, ranks are Instructor (PAC), Senior Instructor I (PAC), and Senior Instructor II (PAC), in ascending order.
- iii. **Instructor (ESL):** a fixed-term paid appointment with primary duties in the area of instruction of English as a Second Language. Effective September 16, 2021, ranks are Instructor (ESL), Senior Instructor I (ESL), and Senior Instructor II (ESL), in ascending order.
- iv. **Instructor (ALS):** a fixed-term paid appointment with primary duties in the area of instruction of Academic Learning Services. Effective September 16, 2021, ranks are Instructor (ALS), Senior Instructor I (ALS), and Senior Instructor II (ALS), in ascending order.
- v. **Lecturer:** a fixed-term paid appointment with primary duties in the area of instruction that may include significant responsibilities for graduate-level instruction. Ranks are Lecturer, Senior Lecturer I, and Senior Lecturer II, in ascending order.

c. Fixed-Term Research Categories

- i. **Faculty Research Assistant:** a fixed-term paid appointment with primary duties 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, in ascending order.
- ii. **Research Associate:** a fixed-term paid appointment with primary duties in the area of research, typically undertaken as part of a research team or lab. Effective September 16, 2021, ranks are Research Associate, Senior Research Associate I, and Senior Research Associate II.

d. Postdoctoral Categories

- i. **Postdoctoral Scholar:** a fixed-term paid appointment with primary duties in the areas of research and scholarship, typically undertaken as part of a research team or lab. Postdoctoral Scholars work in a mentored position where identified faculty mentors and the Employer provide training and professional development through a written program of mentoring designed to support successful development as an independent scholar. Postdoctoral Scholar appointments may be renewed annually for up to three years, so long as the postdoctoral scholar is within five years from receipt of the doctoral degree. In rare circumstances, the appointment may be renewed for up to one additional year. Approval for this extension is granted by the Office of Postdoctoral Programs. Rank is Postdoctoral Scholar.
- ii. **Postdoctoral Fellow:** is a fixed-term paid appointment with entirely external funding and formal affiliations with OSU research programs and typically is part of a research team or lab. Rank is Postdoctoral Fellow.

e. Visiting Professor Category: a fixed-term paid appointment of limited duration. Visiting Professor appointments may be renewed annually for up to three years. In rare circumstances, the appointment may be renewed beyond three years for one year at a time upon approval by the Office of Faculty Affairs. Ranks are Visiting Assistant Professor, Visiting Associate Professor, and Visiting Professor.

Section 4. An increase in rank within a category requires a promotion.

Section 5. Non-student employees of the university whose primary job duties include teaching for credit or research are appropriately classified in bargaining unit positions unless they also supervise bargaining unit members.

Article XIII. Appointment and Reappointment

Section 1. The Employer will provide each bargaining unit member with a written notice of appointment at time of hire and at each contract renewal.

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

- a. Effective date of appointment
- b. Duration of appointment

- c. 9- or 12- month appointment basis
- d. Rank and classification
- e. Salary
- f. FTE
- g. Statement that the position is subject to a collective bargaining agreement between Oregon State University and United Academics with electronic information on accessing the Agreement.

Section 3. Joint Appointments. A joint appointment is one appointment or separate appointments that span two or more units, schools, and/or colleges. At the time of the initial hire or appointment, a memorandum identifying how the promotion and/or tenure processes will be handled will be provided to the bargaining unit member. Upon request to the supervisors in each of the employing units, bargaining unit members whose appointments become joint appointments after the date of initial hire shall be provided with a memorandum identifying how the promotion and/or tenure processes will be handled.

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

Untenured bargaining unit members on the tenure track hold annual appointments during the probationary period. These appointments are typically renewed prior to the tenure review. An unsuccessful tenure review will result in a terminal appointment of one academic year.

Tenure is continued indefinitely, except in the case of resignation, retirement, tenure relinquishment, termination for cause, financial exigency, or program eliminations, reorganizations, or reductions in size.

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

Bargaining unit members on fixed-term appointments who have not achieved promotion and are appointed for three consecutive terms in the current academic year (excluding summer for 9-month appointments but including summer for 12-month appointments) will receive, at a minimum, a renewal or non-renewal notice one month prior to the expiration of their appointment. When a bargaining unit member has been appointed for a period of two or fewer academic terms in successive years, the unit head will communicate to that bargaining unit member, prior to the end of their current appointment, the likelihood of reappointment the following year. That communication will be understood as advisory, not binding. The supervisor will promptly update a bargaining unit member who has been advised that the reappointment is likely in the event that reappointment becomes unlikely.

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

The minimum notices of non-renewal agreed to above apply to all positions, except in the case that a gift, grant, or contract supporting a position is withdrawn, reduced, or terminated by the granting agency such that the appropriate notice is not possible. In this case, the bargaining unit member will be informed when the supervisor is aware of the change of funding.

Section 6. Fixed-Term Appointments with Promotion. Bargaining unit members on fixed-term appointments who have achieved promotion will receive multi-year fixed-term appointments of at least two years. These bargaining unit members will receive, at a minimum, a renewal notice one month prior to the expiration of their appointment. These bargaining unit members will receive, at a minimum, a non-renewal notice four months prior to the expiration of their appointment. Bargaining unit members on fixed-term appointments who have achieved their second promotion may receive multi-year fixed-term appointments of three years, consistent with existing university, college, or unit-level policy.

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

Decisions to non-renew fixed-term bargaining unit members who have achieved promotion may be made for reasons of performance, re-organization/redeployment of funds, or lack of funding. Non-renewal notices for bargaining unit members on fixed-term appointments who have achieved promotion will include notice of their right to request the reason for non-renewal. Upon written request, a bargaining unit member on a fixed-term appointment who has achieved promotion will be provided by the Provost or their designee the reason and justification used in approving the non-renewal.

The minimum notices of non-renewal agreed to above apply to all positions, except in the case that a gift, grant, or contract supporting a position is withdrawn, reduced, or terminated by the granting agency such that the appropriate notice is not possible. In this case, the bargaining unit member will be informed when the supervisor is aware of the change of funding.

Section 7. When appropriate for the work that needs to be performed, the Employer will structure bargaining unit appointments at 0.50 FTE or above.

Article XIV. Position Descriptions and Workload

Section 1. Position Descriptions. Bargaining unit members will have a position description that reflects the work responsibilities associated with their position. See Letter of Agreement: Position Descriptions for applicability of this Section. The position description should be maintained on file in the bargaining unit member's academic unit. The purpose of the document is to establish expectations among the individual bargaining unit member, their supervisor(s), and any other person or group asked to evaluate the bargaining unit member's performance.

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

Bargaining unit members are engaged in a wide variety of activities, including teaching, advising, research, scholarship and creativity, service, extension, librarianship, and other assignments. The expected percentage of effort assigned to categories of activity will be specified in the position description. The assigned distribution of labor in each category of activity may vary over time and the percentages should therefore be understood as a guide to the totality of the appointment.

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

To promote access to shared governance, acknowledge service work performed by bargaining unit members, and allow for fair evaluation in the promotion and/or tenure process, expectations for service shall be described in the position description.

Section 2. Teaching Workload. Effective September 16, 2021, each academic unit or college shall implement guidelines determining teaching workload for bargaining unit members. These guidelines and future revisions to the guidelines shall be made and reviewed with faculty input. Guidelines will address standard course or credit loads for full and part-time faculty in tenure-track or fixed-term positions, as well as situations governing exceptions that may be granted. The guidelines will also include procedures by which bargaining unit members can address cases of excessive workload. Part-time or full-time status may not be used as the basis for assigning a different per course FTE.

Section 3. Notice of Course Assignment. Bargaining unit members with teaching responsibilities will ordinarily be given at least one term advance notice of the specific courses they are scheduled to teach. There will be cases when this notice may not be feasible.

Section 4. Reduction in Teaching for Tenure-Track Bargaining Unit Members Prior to Promotion and Tenure. Each academic unit or college must have a policy that establishes a minimum number of course releases that will be provided to bargaining unit members in the Tenured/Tenure-Track classification prior to promotion and tenure.

Article XV. Periodic Review of Faculty

Procedures, policies, and criteria for Periodic Review of Faculty (PROF) are developed and modified by each academic unit, with faculty input, and will be made available to the bargaining unit members.

Fixed-term bargaining unit members who have not achieved promotion will receive an annual PROF consistent with unit, college, campus, and university policies and procedures. Fixed-term bargaining unit members who have achieved promotion will receive a PROF consistent with unit, college, and university procedures at least once every three years.

Tenure-track bargaining unit members will receive an annual PROF consistent with unit, college, campus, and university policies and procedures until they have achieved promotion. Tenure-track and tenured bargaining unit members who have achieved promotion will receive a PROF consistent with unit, college, and university procedures at least once every three years.

Bargaining unit members are entitled to a PROF in any year upon request by the bargaining unit member.

The initiation of the PROF is the responsibility of the supervisor, academic unit head, review committee chair, or the appropriate administrative officers. In each instance, the PROF shall include:

- a. a written assessment of the bargaining unit 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 bargaining unit member exceeded, met, or failed to meet expectations for satisfactory performance.

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

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

Article XVI. Promotion and/or Tenure

Preamble. The Parties recognize that promotion and tenure are acknowledgements of a bargaining unit member's professional growth, merit, and expertise in their field. Promotions recognize excellence, growth and professional development of the bargaining unit member since the time of hire or since the time of previous promotion, whichever is most recent.

Section 1. General Guidelines. Except where explicitly altered by this Agreement, promotion and tenure processes for bargaining unit members will be conducted in a manner consistent with university policies and procedures described in the *Promotion and Tenure Guidelines* on the Faculty Affairs website. Any additional policies governing promotion and tenure at the college or unit level must be consistent with this Agreement and university policy, and such policies must be made available to bargaining unit members. The granting of tenure and/or promotion is never automatic or routine and is based on evaluation relative to the duties in the position description.

The Employer will inform bargaining unit members of the date of eligibility for promotion and/or tenure in the Notice of Appointment.

Supervisors will inform bargaining unit members of their progress towards meeting the expectations for promotion and/or tenure using Periodic Review of Faculty, as described in Article XV, and, if applicable, the Midterm Review. At the point a bargaining unit member is evaluated, responsibility for promotion and/or tenure recommendations rests principally with the senior members of the faculty, academic unit heads, and academic deans. Final responsibility and approval for granting tenure and/or promotion rests with the Provost.

In cases where a bargaining unit member holds a joint appointment, as defined by Article VIII, they will be informed about the processes for their promotion and/or tenure at the time of initial hire or appointment, consistent with language in Appointment and Reappointment, Article VIII. If not expressly modified at the time of hire or appointment, a single academic unit serves as a bargaining unit member's promotion and/or tenure home. That unit coordinates and conducts the promotion and/or tenure review, as specified by university policy and time-of-hire documentation.

Academic units and colleges should consider including Promotion and Tenure Review Committee members external to their academic unit when evaluating candidates who work in locations remote from the majority of the academic unit's faculty members.

Section 2. Fixed-Term Faculty. Bargaining unit members in the Fixed-Term classification are not eligible for indefinite tenure, but are eligible for promotion within their category.

The fact that a candidate's promotion review was unsuccessful will not impact the candidate's continued employment, and they may choose, in consultation with their unit head, to reapply for promotion at a later date.

Unless granted credit for prior service, bargaining unit members in the Fixed-Term Instructional and Fixed-Term Research categories are eligible for promotion when both of the following conditions are met: at least four years have elapsed since their initial hire date or last promotion, and they have accumulated a minimum of 3.0 FTE years in service since their initial hire date or last promotion. Unless granted credit for prior service, bargaining unit members in the Fixed-Term Professorial categories are eligible for promotion when both of the following conditions are met: at least six years have elapsed since their initial hire date or last promotion, and they have accumulated a minimum of 4.5 FTE years in service since their initial hire date or last promotion.

Eligible bargaining unit members under these minimum time-of-service definitions may initiate the review when they believe their performance in the role meets the expectations for promotion. Typically, this judgment is made in consultation with the unit head, but the final decision to proceed rests with the bargaining unit member.

The unit head is responsible for providing the bargaining unit members with instructions for preparing the dossier by the end of the Spring term of the year prior to the one in which the review is requested. For bargaining unit members in the Fixed-Term Instructional and Fixed-Term Research categories, this date could be, at the earliest, the Spring term of the third year in rank so that the promotion review occurs during their fourth year in rank and they may be promoted at the end of their fourth year in rank, unless prior credit towards years in rank was specified at the time of hire. For bargaining unit members in Fixed-Term Professorial categories, this date could be, at the earliest, the Spring term of the fifth year in rank so that their promotion review occurs during their sixth year in rank and they may be promoted at the end of their sixth year in rank, unless prior credit towards years in rank was specified at the time of hire.

Section 3. Tenure-Track Faculty. Only bargaining unit members in the Tenured/Tenure-Track classification are eligible for indefinite tenure.

Promotion from Assistant Professor to Associate Professor:

Bargaining unit members, unless granted an extension as described in Section 4, must be considered for tenure during or before their sixth year in the Tenured/Tenure-Track classification, except for some bargaining unit members employed by the College of Earth, Ocean, and Atmospheric Sciences (CEOAS). Upon completion of the tenure review, the bargaining unit 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 generally occurs when tenure is granted.

Before the end of the Fall term of the academic year prior to the year in which the tenure decision is required, the academic unit will communicate timelines and responsibilities of the tenure review process to candidates who will be eligible in the following year. For most bargaining unit members, this communication will happen in or before the Fall term of their fifth year.

Some bargaining unit members employed by CEOAS are reviewed for tenure during promotion to Professor; these bargaining unit members will be informed about the processes for their promotion and tenure at the time of hire. Upon completion of the promotional review from Assistant Professor to Associate Professor, the bargaining unit member must be granted promotion or be given a year's timely notice that their appointment will not be continued.

Promotion from Associate Professor to Professor:

Except for those bargaining unit members employed by CEOAS who are considered for tenure during promotion to Professor, an unsuccessful review for promotion to Professor will not impact the candidate's continued employment, and they may choose to reapply for promotion at a later date. Bargaining unit members who wish to be considered for promotion from Associate Professor to Professor will initiate the promotion review by notifying their academic unit head in the Fall term of the year preceding the promotion review year. Bargaining unit members are not required to request promotion to Professor when they are eligible; they may request promotion in a later year or forego it altogether.

Bargaining unit members employed by CEOAS who are reviewed for tenure during promotion from Associate Professor to Professor will, upon completion of their review, be granted tenure and promotion to Professor or be given a year's timely notice that their appointment will not be continued.

Section 4. Extension of the Tenure Clock. Under extenuating circumstances, a bargaining unit member can request of the Provost or the Provost's designee 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.

A one-year extension of the tenure clock will be granted for qualifying protected family and medical leave that extends for twelve weeks or more.

If a bargaining unit member receives approval for a tenure clock extension, reviewers will be informed of the expectation that the dossier is evaluated without prejudice, as if the candidate had been on probationary status for the standard five years.

Section 5. Midterm Reviews. Midterm Reviews of tenure-track bargaining unit members will be conducted consistent with the process established in the *Promotion and Tenure Guidelines* on the Faculty Affairs website. Midterm Reviews will usually be conducted during the final term of the third year of the initial appointment. For bargaining unit members whose probationary service has been either shortened for prior service or lengthened for extenuating circumstances, the review will be done during the year which best equates to the midpoint in the bargaining unit member's probationary service.

Section 6. Post-Tenure Review. Post-Tenure Reviews of bargaining unit members will be conducted consistent with the process established in the *Post-Tenure Review* procedures on the Faculty Affairs website. A Post-Tenure Review is to be performed if:

- a. requested by a bargaining unit member;
- b. requested by the academic unit head or supervisor after one negative Periodic Review of Faculty (PROF); or
- c. a bargaining unit member receives two consecutive negative PROFs.

For the purposes of a post-tenure review, a negative PROF is defined as receiving "failed to meet expectations of satisfactory performance" in one or more areas of a position description.

Outcomes of an unsuccessful second post-tenure review process other than redistribution of effort or reassignment within the academic unit may only be pursued through Article XXI, Discipline and Termination.

This Article is not intended to limit the ability of the Employer to pursue discipline for cause, as described in Article XXI.

Article XVII: Research Support and Copyright

BRIDGE FUNDING

Section 1. External Funding Bridge Pool. Effective September 16, 2022, the Employer shall make available annually a pool of funds equivalent to 1% of the previous year's recovered F&A costs for the purposes of providing bridge funding to assist research faculty who are between externally funded research grants. Research bridge funding can include up to nine months of salary support for essential personnel and operational expenses for labs or other technical support. Bridge funding may not be used for the purposes of supporting summer salary for a 9-month employee.

The Employer is not obligated to distribute the entirety of this pool in a given fiscal year. Decisions to award bridge funding 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 and the center or institute director, if applicable.

ADDITIONAL RESEARCH SUPPORT

Section 2: FRA/RA Job Exchange. Bargaining unit members with a current appointment in a Fixed-Term Research position, or who were employed in an appointment in a Fixed-Term Research position within the previous two months, can be hired into an open Fixed-Term Research position via the FRA/RA Job Exchange without the need to conduct an open search.

Effective September 16, 2022, the Employer will compile a list of all open Fixed-Term Research positions and make this list available and searchable through the OSU Jobs website.

Section 3. The Employer will provide at least three months' notice to United Academics prior to discontinuing the current practice of providing a three-credit discount of graduate tuition charged to external grants and awards to support graduate employees who have reached candidacy.

COPYRIGHT

Section 4. Copyright. Copyright for works produced by bargaining unit members in the course of their employment is defined as follows:

- a. **Academic Work.** A bargaining unit member who creates a scholarly or aesthetic work ("Academic Work") shall own the copyright in that Academic Work, unless the bargaining unit member and the Employer have entered into an agreement for the specific purpose of producing the material for the Employer's purposes and copyright ownership. For avoidance of doubt, Academic Work does not include work to the extent the work is Course Material.
- b. **Course Materials.** A bargaining unit member who creates course materials for use in for-credit synchronous or asynchronous teaching, including but not limited to materials used in preparing, presenting, delivering, and/or assessing a class ("Course Materials"), shall own the copyright in

those course materials when those materials were created using the resources typically available to faculty members. Those resources include the bargaining unit member's time, salary, Employer-provided computer or software, and typical administrative support within the academic unit. With respect to asynchronous teaching, it is understood a bargaining unit member's use of facilities, equipment, or staff associated with online teaching is typical, provided that: (i) the time, technologies, materials, and/or compensation involved are not in excess of that typically provided for the development of similar courses in the academic College; and (ii) no agreement to the contrary has been created as a condition of the course development. Any such agreement to the contrary must explicitly state that copyright will be assigned to the Employer. Standard Ecampus course development agreements do not constitute such an agreement.

- c. The Employer shall have a fully paid-up, royalty-free, perpetual, non-transferrable, and non-exclusive worldwide license to Course Materials created under any paid or formal agreement for the development of teaching resources, with the non-exclusive right to revise and update the Course Materials as desired.
- d. Notwithstanding anything to the contrary in the above subsections, when a work is created with the use of Employer facilities and funds in excess of the typical support generally available to similarly situated faculty members, the Employer shall own the copyright for that work.
- e. Nothing in this section authorizes any use of the University logos or trademarks. Each specific use of a University logo or trademark requires written approval from the University's Trademark Licensing Office.

Article XVIII. Compensation

Section 1. Individual Salary Increases. Nothing in this Article prevents the Employer from making individual bargaining unit member salary increases, as needed, on a case-by-case basis, including retention increases or equity adjustments.

Section 2. Merit Increases.

- a. Merit increases should be based on the assessment of the bargaining unit member's job performance relative to their position description, as measured in the bargaining unit member's Periodic Review of Faculty (PROF) and/or unit-level merit review processes conducted with input from faculty.
- b. Bargaining unit members who had an appointment at OSU during the academic year preceding the effective date of the increase and met expectations in their most recent PROF shall be eligible to receive merit increases. A bargaining unit member who has complied with the written requirements for the merit review process of their employing unit will not be denied eligibility for a merit increase because the Employer did not complete the merit review or PROF process.
- c. Effective January 1, 2020 (for 12-month appointments) and February 1, 2020 (for 9-month appointments), the Employer will establish a university-wide salary pool equivalent to 3.0% of the total salary pool of bargaining unit employees. Eligible bargaining unit members, as defined

in Section 2(b), will receive a merit increase of at least 1.8%. No merit increase may exceed 6.0%.

- d. The Parties agree to re-open the contract for the purposes of discussing wages only for fiscal years 2022-2024 with negotiations beginning in Spring Term 2021. Either Party may initiate these negotiations by providing the other with written notice. The Parties will meet to begin negotiations within thirty days of this notice.
- e. Eligible bargaining unit members, as defined in Section 2(b), who are not employed on the effective date of merit increases will have their merit increase applied at the beginning of the next pay period in the same rank.

Section 3. Salary Minimums.

- a. Effective September 16, 2020, salary minimums will be in effect for fixed-term appointments in the following categories at 1.0 FTE:

Categories	9-month Salary	12-month Salary
Assistant Professor (Clinical)	\$46,638	\$57,000
Assistant Professor (Extension)	\$46,638	\$57,000
Assistant Professor (Practice)	\$46,638	\$57,000
Assistant Professor (Senior Research)	\$46,638	\$57,000
Lecturer	\$43,002	\$52,558
Instructor	\$43,002	\$52,558
Instructor (ESL)	\$43,002	\$52,558
Instructor (ALS)	\$43,002	\$52,558
Instructor (PAC)	\$30,000	\$36,667
Faculty Research Assistant	\$34,364	\$42,000
Research Associate	\$36,000	\$44,004
Research Associate (Postdoc)	\$36,000	\$44,004

- b. Effective September 16, 2021, the salary minimum for each rank within a category will be at least 10% more than the floor for the preceding rank (e.g. Instructor = \$43,002, Senior Instructor I = \$47,302, Senior Instructor II = \$52,032).

Section 4. Postdoctoral Scholar Salaries. The salary minimum for Postdoctoral Scholars will be the amount set by the National Institutes of Health (NIH) minimum salary schedule and based on the years of experience. Salary minimums will be adjusted pursuant to the NIH schedule.

Section 5. Promotion Raises. All bargaining unit members who achieve promotion in rank will receive a 10% salary increase.

Section 6. Sea Pay. In addition to base salary, bargaining unit members eligible for sea pay shall be compensated, consistent with university policy, when they have been at sea on a vessel while underway or at anchor (not docked) for greater than a period of twenty-four consecutive hours at the minimum additional compensation of \$100 per day. Employing units who wish to increase pay above the minimum additional compensation rate of \$100 per day may do so by using an established additional tier of pay.

Section 7. Professional Development. The Employer recognizes the importance of professional development support and opportunities for bargaining unit members to improve their work in teaching, scholarship, and/or public engagement in order to fulfill Oregon State University's mission. The Employer agrees to support professional development by allowing for the reasonable absence from job duties to participate in professional development activities, so long as the bargaining unit member seeks approval for such absence from their supervisor in advance. The availability of professional development funds is budget-dependent, and amounts may vary from year to year. Each academic college, school, department, or unit will create policies and procedures establishing eligibility and governing the distribution of any budgeted funds to support professional development, including any application and decision-making process for professional development funds that are awarded competitively. These policies and procedures will be developed in consultation with academic unit faculty.

Priority for professional development funds may be given to bargaining unit members for whom such funds aid in their preparations for consideration for promotion and tenure, significantly improve performance of required job duties, or meet other unit, college, or university goals as defined in the academic college, school, department or unit policies. No bargaining unit member will be arbitrarily denied access to professional development opportunities.

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

Section 8. Upon request, the Employer will work with bargaining unit members to identify whether funds to support travel, registration, fees, equipment and materials, and other expenses will be available at the time of expenditure.

Section 9. Discretionary Development Funds. The Employer may provide bargaining unit members access to discretionary funds to support their scholarship or other professional activities, consistent with university policies and procedures. Such funds remain University property while being available for use as determined by the assigned bargaining unit member in the conduct of University business, as consistent with the guidelines established in the awarding of the funds. Under no circumstances may the funds be used to augment the annual salary rate of the bargaining unit member nor may they be cashed out at the end of a bargaining unit member's employment. All equipment or materials purchased with such funds remain the property of the University. Such funds may not be reassigned to another purpose prior to any deadline set in writing at the time they were awarded or with less than one month's notice to the bargaining unit member. If there are circumstances in which the

financial position of the university requires use of previously awarded discretionary funds, those funds will be restored as soon as it is financially viable.

Article XIX. Benefits

MEDICAL, DENTAL, AND VISION BENEFITS

Section 1. Bargaining unit members (excluding those on appointments of less than ninety days, Postdoctoral Scholars, Postdoctoral Fellows, and those employed at less than 0.50 FTE) are eligible to participate in the insurance plans offered through the Public Employees' Benefit Board (PEBB), including medical, dental and vision benefit plans for themselves and eligible family members and employee basic life insurance. Benefits offered may be modified from time to time by PEBB. Eligible bargaining unit members may also participate in additional benefits programs offered through the Employer to the extent permitted under the provisions of those programs.

Section 2. Medical, dental, vision, and employee basic life insurance benefits are effective the first day of the calendar month following the eligible bargaining unit member's date of hire and completion of enrollment process.

Section 3. For the duration of this contract (June 15, 2020 through June 30, 2024), the Employer will continue employer premium contributions at the present level (95% employer/5% employee) for PEBB medical, dental, vision, and employee basic life insurance benefits chosen by bargaining unit members.

Section 4. The Employer will continue employer premium contributions over the Summer Term for enrolled 9-month bargaining unit members who are expected to return to their positions the subsequent Fall Term.

Section 5. Postdoctoral Scholars are eligible for medical, dental, and vision insurance through the OSU Graduate Employee Health Plan. Enrollment in the OSU Graduate Employee Health Plan is mandatory for Postdoctoral Scholars unless they provide proof of enrollment in another plan that is deemed equivalent or superior by the University Human Resources Office. Current Postdoctoral Scholars are responsible for paying 50% of the administration fee for individual coverage. Effective September 16, 2020, incoming Postdoctoral Scholars will contribute 10% of the monthly premium plus 50% of the administration fee for individual coverage and 10% of the monthly premium plus 50% of the administration fee for enrolled family members. Effective September 16, 2020, the Employer will contribute 90% of the monthly premium plus 50% of the administration fee for individual coverage for Postdoctoral Scholars and 90% of the monthly premium plus 50% of the administration fee for enrolled family members. Benefits offered may be modified by the health plan administered by the University Human Resources Office.

Section 6. The OSU Graduate Employee Health Plan is administered by the University Human Resources Office with advice from the Health Insurance Advisory Council (HIAC). The HIAC shall include one Postdoctoral Scholar selected by United Academics.

Section 7. Postdoctoral Fellows are eligible to participate in a voluntary health plan administered by Student Health Services. The Postdoctoral Fellow, or their sponsoring agency, remains responsible for the

cost of participation in this health plan. Benefits offered may be modified by the health plan administered by Student Health Services.

RETIREMENT BENEFITS

Section 8. Retirement. Bargaining unit members, excluding Postdoctoral Scholars and Postdoctoral Fellows, may 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 may participate in the Optional Retirement Plan (ORP) as set forth by Oregon law.

The Employer will make employer contributions to the Public Employees Retirement System, Oregon Public Service Retirement Plan, and the Optional Retirement Plan, as required by law. In addition, the Employer will make the contributions to the Individual Account Program required from employees (6% under current law) to the extent not prohibited by law.

Section 9. If the Employer is prohibited by law from continuing to make the employee contribution (generally known as the employee pick up) for any bargaining unit member and the legal obligation requiring bargaining unit members to contribute 6% to their retirement plan remains, the Employer will increase the affected bargaining unit member's salary by 6%, to the extent permitted by law. If the Legislature or the Higher Education Coordinating Commission reduces state allocations to the Employer as a direct result of a legal prohibition on paying the 6% pick up, the Employer's obligation to increase salary for bargaining unit members, excluding those Tier Four ORP participants who receive an Employer Match Contribution in lieu of an employer-paid matching contribution under ORS 243.800(10), will be subject to negotiations between the two Parties. The Employer will bargain with United Academics over any remaining impacts on bargaining unit members' salary after the implementation of this Article.

To the extent permitted by law, the Employer 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.

OTHER BENEFITS

Section 10. Fringe Benefits and Services. Bargaining unit members shall have access to the fringe benefits and services provided by the Employer.

Section 11. Transportation and Parking. The Employer will follow all applicable university policy regarding transportation, parking, and travel reimbursement except as expressly modified by this Agreement.

Bargaining unit members may purchase parking permits according to the process established by OSU Transportation Services and may choose to purchase a parking permit using payroll deduction to spread the cost evenly among all paychecks of their appointment period.

Section 12. Tuition Reduction. The Employer will follow all applicable university policy regarding tuition reduction (staff fee privileges) for bargaining unit members.

Section 13. International Faculty Support.

- a. Required employer filing fees to apply for or extend an H-1B or E-3 work authorization for OSU will be paid by the Employer on behalf of the bargaining unit member.
- b. Required employer filing fees for employment-based permanent residency (1-140 form only) will be paid by the Employer on behalf of the bargaining unit member.
- c. The Employer will reimburse actual cumulative expenses up to a maximum of \$500 (totaled over the duration of the bargaining unit member's employment at OSU) in SEVIS and/or visa fees, including visa renewal fees, for the bargaining unit member or bargaining unit member's eligible dependent or spouse/partner. To qualify, an individual must be a bargaining unit member at the time the reimbursement is assessed and have received an official employment offer at or prior to the time the fee was incurred.

Article XX. Leaves

Preamble. It is the intention of the Employer to continue providing all leaves of absence as already provided to eligible bargaining unit members such as, but not limited to, Sabbaticals, Family Medical Leave, Sick Leave, Vacation Leave, Holidays, Interruptions of University Operations, Jury Duty, and leaves for other civic duties. The Employer will comply with applicable university policy; Leave Administration Policies, Procedures, and Guidelines; and state and federal laws regarding leaves.

Section 1. Paid Sick Leave. Bargaining unit members will accrue sick leave, proportional to the employee's appointment percentage, at the full-time rate of eight hours per month or two hours for each week of employment less than one month.

There is no limit to the amount of sick leave that may be accrued by a bargaining unit member.

Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not earned or used during sabbatical leave or leave without pay.

Bargaining unit members are eligible to receive a sick-leave-with-pay advance. Bargaining unit members on tenured or tenure-track appointments are eligible to receive an advance to provide the difference between sick leave earned at the onset of an illness or injury and the full-time amount of 520 hours, proportional to the employee's appointment percentage. Bargaining unit members on fixed-term appointments may receive an advance that can be repaid before the end date of their current appointment. These bargaining unit members are also eligible to receive an advance beyond the end date of their current appointment, upon written approval from the Provost or their designee. As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time.

All other conditions of sick leave accrual and eligibility are set forth in university policy.

Section 2. Paid Vacation. Bargaining unit members on 12- month appointments at and above 0.50 FTE accrue vacation, proportional to the employee's appointment percentage, at the rate of fifteen hours per month.

Vacation accrual is available for use following six full calendar months of service. No bargaining unit member may accrue in excess of 260 hours of vacation, and any accrued vacation in excess of this cap shall be forfeited.

Bargaining unit members' vacation leaves are scheduled with the approval of the bargaining unit member's supervisor and shall be scheduled cooperatively, in such a manner as to minimize disruption to the university. Supervisors must be reasonable in allowing the use of vacation leave and may not unreasonably deny vacation requests where the result would be the forfeiture of accrued vacation.

Vacation may not be transferred between bargaining unit members.

Unused vacation will be paid out to the bargaining unit member upon termination of employment, up to a maximum of 180 hours. If leave accrual does not transfer with a bargaining unit member moving into a new position within the university, any unused vacation will be paid out to the bargaining unit member, up to a maximum of 180 hours.

Section 3. Paid Holiday Leave. Bargaining unit members are entitled to time off for University-announced paid holidays. If a bargaining unit member is required to work on a holiday, they may take an equivalent amount of time off with pay at a later date, as approved by their immediate supervisor.

In most cases, a bargaining unit member will not be required to perform in-person work during the week between Christmas and New Year's Day, unless in-person work is essential to maintain or sustain critical operations and is consistent with the duties described in the position description.

Section 4. Interruption of University Operations. Bargaining unit members are on a professional work week and are not required to use accrued vacation leave in the event that the university, or their particular work site, is closed for any reason, including inclement weather.

A bargaining unit member may not be asked to use accrued leave for missed work when the Employer has determined their work site is inoperable or demonstrably unsafe. Once the Employer has identified an alternative work space or remedied the existing work space, the bargaining unit member shall return to work, as directed.

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

Section 6. Leaves for Other Civic Duties. Bargaining unit members who have other short-term civic obligations will be released from work with pay to perform these obligations. Such obligations include, but are not limited to, occasions when bargaining unit members are a required participant in immigration proceedings; when international bargaining unit members are voting at a consular agency on their respective election day; and when bargaining unit members are subpoenaed to appear as a witness in legal proceedings. A bargaining unit member will not be released from work with pay for appearing as an expert witness if they are being compensated for that appearance.

Bargaining unit members are responsible for demonstrating the obligatory nature of the need and providing appropriate documentation to verify the need to their immediate supervisor, if requested.

Bargaining unit members who are members of the United States Armed Forces Reserve, including the National Guard, shall be granted leave in accordance with state and federal laws.

Bargaining unit members should submit a request for a leave of absence to the appropriate supervisor prior to the leave period.

Section 7. Professional and Personal Leaves. Leaves of absence without pay may be taken for purposes of professional development, personal convenience, completion of a terminal degree, or other personally or professionally beneficial purposes.

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

A Fellowship Leave is an unpaid leave for bargaining unit members who have received certain fellowships that support research and writing, advanced study, or travel-related scholarly or professional activities.

Section 8. Sabbatical Leave. The Employer and bargaining unit members shall adhere to the university Sabbatical Leaves policy. The bargaining unit member's salary while on sabbatical leave remains subject to all university salary program changes, including raise programs.

FAMILY AND MEDICAL LEAVE

Section 9. Family and Medical Leave. Family and medical leave may be taken for family, medical, and safe leave as described by law and university parental leave or sick leave policy.

Effective September 16, 2020, during a twelve-month period, a bargaining unit member may take up to one hundred twenty (120) hours of paid family and medical leave.

Family and medical leave taken under this Article runs concurrently with available leave under FMLA and OFLA. If two or more family members are bargaining unit members experiencing qualifying events, each is entitled to paid family and medical leave and may take the leave concurrently or at separate times. Bargaining unit members 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. Bargaining unit members have the right to use their accrued leave and sick-leave-with-pay advances to extend family and medical leave up to 520 hours.

After the leave is finished, the bargaining unit member shall be allowed to return to their position if the leave concludes within the appointment period of the position from which they took that leave. If that position has been discontinued prior to the end of the appointment period, they are entitled to be returned to an available, equivalent position in terms of salary, benefits, and other terms and conditions of employment.

Article XXI. Discipline and Termination

Section 1. Cause. The Employer recognizes the importance of the principle of just cause when

considering the need to discipline bargaining unit members. No bargaining unit member will be subject to discipline without just cause. The Employer shall adhere to the principles of progressive discipline and sanctions, except when the severity of the alleged offense warrants more severe action.

Section 2. Exceptions. This Article shall apply to all situations which may require disciplinary action or sanctions, except to the extent there is a conflict with applicable law. For discipline due to a bargaining unit member's misconduct involving a student, the Parties acknowledge that specific legal rights of confidentiality for students must be honored. Some allegations against bargaining unit members must be investigated in accordance with applicable laws and guidelines, and in those cases, the procedures of this Article will be preempted by those laws. These include but are not limited to discrimination and harassment as proscribed by Title VII of the Civil Rights Act of 1964, sexual assault, sexual discrimination or harassment as proscribed in Title IX of Education Amendments of 1972, and mandatory reporting of abuse of minors (ORS 419 B.010).

When warranted, the Employer may reassign a bargaining unit member during an investigation or while imposition of discipline is being considered.

Section 3. Progressive Discipline and Sanctions. When sanctions are warranted, sanctions that are possible are written reprimand, suspension with or without pay, and termination. While progressive discipline and sanctions are a core philosophy, the actions above need not be sequential. The Parties recognize that some offenses are so serious that suspension or termination may be warranted on the first occurrence, even though the bargaining unit member has no prior record of having been disciplined.

Informal. Verbal counseling, verbal reprimands, remediation training, or coaching evaluations shall not be considered disciplinary and are not the first step of progressive discipline. However, failure by the bargaining unit member to address concerns raised by the informal efforts or any follow-up letter of instruction may form the basis of a subsequent sanction.

Formal Written Reprimand. Written reprimand may be imposed as discipline when the Employer believes a preponderance of the evidence supports the sanction. The written reprimand will outline the behavior or performance that has been found to be unacceptable or unsatisfactory and will identify corrective steps the bargaining unit member should take.

More Severe Formal Sanctions. If the Employer believes that a sanction more severe than a written reprimand is warranted, a notice of intent to impose severe sanction shall contain a description of the alleged act(s) or omission(s), a summary of the investigatory findings, if any, and reference to the specific university policy(ies) or Agreement provision(s) violated, if any. Prior to imposing discipline involving suspension without pay or termination, the Employer will provide the bargaining unit member with written notice and at least seven days to respond.

Section 4. Opportunity to have a Representative. A bargaining unit member has the right to be accompanied by a union representative in a meeting that may result in discipline and will be advised of their right to representation with a minimum of one day's notice prior to the meeting.

Section 5. Job Abandonment. If a bargaining unit member abrogates their duties for twenty-one consecutive days during the term of their appointment, the bargaining unit member may be

considered to have abandoned their position and voluntarily resigned from employment with Oregon State University. Before terminating the bargaining unit member's employment, the Employer shall attempt to contact the bargaining unit member by phone and at their university email address and shall provide the bargaining unit member with at least seven days to respond. The Employer's attempt to contact the bargaining unit member may occur during or after the twenty-one day absence. Nothing in this Article shall prohibit the Employer from reinstating a bargaining unit member to their position.

Article XXII. Grievance Procedure

Section 1. Intent. The purpose of this Article is to provide a procedure that will promote prompt and efficient investigation and resolution of grievances at the lowest possible grievance step. The Parties recognize and encourage informal resolution of grievances whenever possible, and encourage open communication between bargaining unit members and supervisors.

This Article is the exclusive remedy for allegations of violation of the Collective Bargaining Agreement.

The procedures set forth shall be the sole method for resolving grievances under this Agreement.

Section 2. Definitions.

- a. **Grievance** – means an allegation that there has been a violation, misinterpretation, or improper application of the express terms of this written Agreement or any university-level rule, policy, procedure, or standard explicitly incorporated into this Agreement by reference. Grievances shall not challenge the merit of an academic judgement but may challenge the process used to arrive at an academic judgement. Complaints of discrimination on the basis of Article XI Non-Discrimination are subject to alternative procedures specifically outlined in Section 5 of this Article.
- b. **Academic Judgement** – means the judgement of faculty and administrators concerning matters of curricula and education policy, academic standards, competence, and performance.
- c. **Grievant** – means one or more bargaining unit members or United Academics alleging damage or injury by the act or omission being grieved.
- d. **Day** – means a calendar day regardless of the official academic calendar of the university. This definition will be applied unless otherwise mandated by federal, state, or other regulatory requirements.

Section 3. Procedures.

- a. A grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied or represented by a union representative. If United Academics does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- b. A bargaining unit member may choose to self-represent but request that a union representative be present. In that case, the union representative will only observe the process.
- c. Time is of the essence in presenting grievances. Grievances must be filed within thirty days of the date of the act, omission, or commencement of the condition upon which the grievance is based; or from the date that the grievant knew or should have known of the act, omission, or commencement of the condition if it is a later date, except as noted in Section 3(d) and 3(e).

- d. Grievances alleging a violation of Article VI. Non-Discrimination must be filed within 180 days of the alleged harmful act at Step 3.
- e. If a grievant can demonstrate an earnest attempt to resolve a potential grievance informally within thirty days of the date of the act, omission, or commencement of the condition upon which the grievance is based, or from the date that the grievant knew or should have known of the act, omission or commencement of the condition, the grievance time limits will automatically be extended to forty-five days.
- f. Grievances filed by United Academics, on its own behalf, will be filed at Step 3.
- g. Once a grievance is filed, neither the grievant nor United Academics shall alter the written grievance to amend the allegation with respect to those provisions alleged to have been violated, misinterpreted, or improperly applied as defined within Section 2(a).
- h. Failure to initiate a grievance or an appeal within the specified time limits shall constitute a waiver of the grievance and acceptance of the decision rendered. If the Employer fails to communicate the decision on the grievance within the time limits, the grievant may proceed to the next step.
- i. The Employer may refuse consideration of a grievance not filed in accordance with this Article.
- j. The Parties may agree to modify the time limits in any step of the grievance procedure. Reasonable requests to modify the time limits will be granted. Any agreement to modify the time limits must be in writing.
- k. A grievance may be withdrawn by the grievant at any time.
- l. A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement.

Section 4. Presentation of Grievances. Grievances that cannot be resolved informally shall be filed at Step 1, except if the matter being grieved relates to an act or omission by the Dean (or persons in positions at a similar level), in which case the grievance may be filed at Step 3 in the manner provided.

Step 1. Academic Unit Head. The grievance shall set forth:

- a. the grievant's name;
- b. the act, omission, or condition on which the grievance is based;
- c. the date the act, omission, or condition on which the grievance is based occurred or commenced (as precisely as possible);
- d. the specific provision which is alleged to have been violated, misinterpreted, or improperly applied as defined within Section 2(a);
- e. the remedy sought; and
- f. the date the grievance is filed.

Upon request of either party, the academic unit head shall meet with the grievant within fourteen days of receipt of the grievance. The academic unit head shall send a decision in writing to the grievant within fourteen days of the meeting, or within fourteen days of receipt of the written grievance if no meeting is held.

Step 2. Dean or Equivalent. If the grievant is not satisfied at Step 1, an appeal may be filed with the appropriate Dean or Equivalent within thirty days of the date of the decision in Step 1. The request must be in writing. Upon request of either party, the appropriate Dean or Equivalent shall meet with the grievant within fourteen days of receipt of the grievance. The Dean or Equivalent shall send a decision in writing to the grievant within fourteen days of the meeting, or within fourteen days of receipt of the written grievance if no meeting is held.

Step 3. Provost. If the grievant is not satisfied at Step 2, an appeal may be filed with the Provost within thirty days of the date of the decision in Step 2. The appeal must be in writing. Upon request of either party, the Provost, or their designee, shall meet with the grievant within fourteen days of receipt of the request for appeal. The Provost shall send a decision in writing within fourteen days of the meeting or within fourteen days of receipt of the appeal if no meeting is held.

Section 5. Grievances Alleging Discrimination. Any grievance alleging a violation of Article VI. Non-Discrimination should be filed at Step 3 of the grievance process, with a copy being submitted to the Associate Vice Provost of Employee and Labor Relations. The matter will be sent to the University Office of Equal Opportunity and Access for investigation.

In the interest of resolving grievances informally whenever possible, a bargaining unit member may attempt to resolve allegations of discrimination through the informal University Office of Equal Opportunity and Access process before filing the grievance at Step 3 alleging a violation of the Non-Discrimination Article.

The Provost at Step 3 will respond within sixty days after receipt of the grievance. If a grievance is filed pursuant to this Article, this shall serve as the exclusive remedy for claims under the Agreement and the bargaining unit member may not seek a separate resolution of similar claims through the University Office of Equal Opportunity and Access.

Disputes related to substantive determinations made by the Provost regarding violations of Article VI. Non-Discrimination and disputes related to the investigatory process conducted by the University Office of Equal Opportunity and Access are not subject to arbitration. A dispute related to the remedy for a finding of contract or policy violation made by the Employer shall be resolved under Article XXIII. Arbitration.

Use of the grievance process shall not prohibit a bargaining unit member from filing an administrative complaint with a relevant outside agency, such as the Bureau of Labor and Industries or the Equal Employment Opportunity Commission.

Article XXIII. Arbitration

Section 1. Arbitration of Grievances. If a grievance is not resolved at Step 3, United Academics may submit a written Notice of Intent to Arbitrate with the Provost and the General Counsel of Oregon State University. Notice must be filed within twenty-one days of the written response from the Provost at Step 3. Failure to file the written Notice of Intent within the time limit shall be deemed a waiver of the right to arbitrate.

Section 2. Mediation. Upon the filing of the Notice of Intent, the Parties may mutually agree in writing to submit the issue to mediation through the Oregon Employment Relations Board (ERB). If mediation is mutually agreed upon, United Academics will submit a request for a list of mediators to the ERB. Within ten days of either Party declaring in writing to the other that mediation has failed to resolve the issue, United Academics will submit a request for a list of five arbitrators to the ERB.

Section 3. Selection of an Arbitrator. If the Parties do not agree to attempt mediation as outlined in Section 2 or if mediation fails to resolve the issue, the Parties shall attempt to agree on an arbitrator. If the Parties are unable to agree upon an arbitrator, United Academics shall request the ERB to 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 a total of two names from the list of five; the remaining person shall be selected as the arbitrator. The Party with the burden of proof shall strike the first name. 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 ERB and the selection procedure shall be repeated.

Section 4. Conduct of the Hearing. The arbitrator shall hold the hearing at or near the work location of the original grievant, unless otherwise agreed to by the Parties. 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.

Except as modified by the provisions of this Agreement, arbitration provisions shall be conducted in accordance with the prevailing Labor Arbitration Rules of the American Arbitration Association. 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 and the hearing will be deemed to have been closed by such date.

Section 5. Arbitrability. In any proceeding under this Article, the first thing to be decided is the arbitrator's jurisdiction to act.

If arbitrability is in dispute, the arbitrator shall hear the Parties on the question and may take whatever evidence they find relevant and necessary before determining arbitrability. Upon concluding that the issue is arbitrable, the arbitrator will proceed with the case. Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Either Party may seek judicial review of the arbitrator's decision as to jurisdiction.

Section 6. Authority of the Arbitrator. The arbitrator derives authority wholly and exclusively from the express terms of this Agreement. The arbitrator shall neither add to, subtract from, nor modify the terms of this Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation of this Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted.

The arbitrator shall have no authority to hear or decide any issue or grievance contesting an "academic judgment." Under no circumstances may an arbitrator direct that a faculty member be awarded tenure or promotion. If the arbitrator determines that procedural steps have not been followed, where an exercise of "academic judgment" is directly implicated, the arbitrator shall direct that the appropriate official

reconsider the matter. In such case, the arbitrator may not direct that a bargaining unit member be reappointed.

The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Employer and the Board that have not been expressly limited by this Agreement.

The arbitrator shall have no authority to award monetary damages, fines, or penalties, except for back pay and benefits, when applicable.

Section 7. Arbitrator's Decision. The decision of the arbitrator shall be final and binding upon the Parties as to the issue submitted, provided that either Party may seek to vacate the decision in accordance with applicable law. The decision of the arbitrator shall be issued within thirty days of the close of the hearing unless the Parties have agreed to additional time. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.

Section 8. Costs. All fees and expenses of the arbitrator shall be borne by the Party not prevailing in the arbitration. Where an award clearly finds each Party culpable, costs will be shared equally. Should a grievance be withdrawn after selection of an arbitrator, all charges by the arbitrator shall be paid by the withdrawing Party. If the grievance is withdrawn pursuant to a settlement of the grievance, costs will be shared equally if not otherwise stipulated in the settlement. Each Party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the Party calling the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the Parties and each Party shall be furnished a copy thereof. If either Party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other Party a copy at no charge.

Section 9. Precedent. No complaint informally resolved at any stage shall constitute a precedent for any purpose.

Article XXIV. Termination Not for Cause

Preamble. The Employer will engage with faculty when considering or enacting terminations not for cause.

Section 1. Definition. For purposes of this Article, termination not for cause 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. The provisions of this Article shall not apply to bargaining unit members who have received a notice of non-renewal pursuant to Article XIII.

Section 2. Reasons for Termination Not for Cause.

- a. Terminations not for cause may occur from programmatic or curricular changes resulting in the elimination, reorganization, or reduction in size of an academic unit. The Employer will follow established university policy and procedures regarding elimination, reorganization, and reduction

in size of academic units. In the event of discontinuance of admission to an academic unit, the Employer will treat the discontinuance as it would the elimination of an academic unit, consistent with established university policies and procedures.

- b. Terminations not for cause may occur for financial exigency upon a bona fide determination by the President that sufficient funds are not available for payment of compensation to all tenured faculty and to all other faculty until the end of their current appointment.

Section 3. Consultation. In the event that the elimination, reorganization, or reduction in size of one or more academic units is under consideration or a declaration of financial exigency is under consideration, United Academics will be provided with the opportunity for consultation with as much notice as feasible.

Section 4. Considerations for Order of Terminations Not for Cause. The Employer will determine which bargaining member(s) will be subject to termination not for cause.

The order of terminations not for cause within an academic unit will generally be:

- a. Faculty on fixed-term appointments without promotion;
- b. Faculty on fixed-term appointments with promotion;
- c. Faculty on annual tenure;
- d. Faculty on indefinite tenure.

The Employer may make exceptions to this order based on the needs of the academic unit and the academic unit's determination of which bargaining unit members have the best skills and abilities to accomplish future work.

The Employer shall make a reasonable effort to identify alternative employment for bargaining unit members within the university.

Section 5. Notice of Termination without Cause.

- a. Bargaining unit members that will be subject to termination not for cause shall be informed as soon as practicable, and the Employer will work to establish end of work dates which coincide with the end of an academic term or research project, when possible, so as to minimize the disruption of work.
- b. The Employer shall provide a minimum:
 - i. twelve-month notice to faculty on indefinite tenure;
 - ii. twelve-month notice to faculty on annual tenure appointments in their third or subsequent annual appointment;
 - iii. six-month notice prior to expiration of their annual appointment to faculty on annual tenure appointments in their second annual appointment;
 - iv. three-month notice prior to expiration of their annual appointment to faculty on annual tenure appointments in their first annual appointment;
 - v. three-month notice to faculty on fixed-term appointments with promotion; and
 - vi. one-month notice to faculty on fixed-term appointments without promotion.

If financial exigency is so immediate as to render impracticable this notice, maximum practicable notice will be provided.

- c. Notice shall be provided in writing and contain affirmation that the individual bargaining unit member's termination not for cause resulted from factors unrelated to their merit or good standing.

Section 6. New Appointments and Re-employment. If a bargaining unit member's appointment is terminated under this Article, the bargaining unit member's place will not be filled by a replacement within a period of two years, unless the affected bargaining unit member has been offered reinstatement and at least fifteen days in which to accept or decline it. Offers of re-employment shall be sent to Oregon State University email addresses. For receipt of such offers, bargaining unit members terminated not for cause shall retain access to their Oregon State University email address for a period of two years (subject to the University's Acceptable Use of Computing Resources policy). If a bargaining unit member refuses an offer of reemployment under this Section, their right to re-employment is extinguished.

All bargaining unit members who are re-employed shall be offered reemployment at the same rank. All tenured bargaining unit members re-employed under the provisions of this section shall return with tenure.

Article XXV. No Strike, No Lockout

Section 1. Neither United Academics, nor any bargaining unit member will engage in a strike, work stoppage, slowdown, or sympathy strike during the term of this Agreement. No officer or representative of United Academics shall authorize, instigate, aid, or condone any such activities by bargaining unit members.

United Academics further agrees that it will take reasonable steps to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work. Reasonable steps include United Academics, through its President, disavowing in writing any such action or interference and advising in writing that bargaining unit members engaged in such activity return to work and immediately cease the violation. Bargaining unit members who violate this Article may be subject to disciplinary action under the terms of this Agreement.

Section 2. The Employer agrees not to institute a lockout during the term of this Agreement.

Section 3. This Article shall not be construed as requiring the university to stay in continuous operation.

Article XXVI. Availability of the Agreement

Within thirty days of ratification, the Employer will post the Agreement on the Office of Faculty Affairs website in a print-ready and full-text searchable format and notify United Academics of its posting. Upon ratification of this inaugural Agreement, the Employer will send an email notifying current bargaining unit members how to access the Agreement.

Article XXVII. Notices

Unless otherwise provided in this Agreement, the Employer and United Academics will send all customary or required notices or communications either by delivery in person or by First Class U.S. Mail addressed as follows below. Email may be used provided that a copy is delivered by the aforementioned means.

For United Academics

President
United Academics of Oregon State University
760 SW Madison Ave. #200
Corvallis, OR 97333

For the Employer

University Provost
Oregon State University
624 Kerr Administration Building
Corvallis, OR 97331

Article XXVIII. Separability

Should any part(s) of this Agreement or any provision(s) contained herein be rendered invalid by reason of any subsequently enacted legislation, such part(s) or provision(s) shall not invalidate the remaining portions of this Agreement. The remaining portions of the Agreement shall remain in full force and effect.

Should any part(s) of this Agreement or provision(s) contained herein be determined to be illegal or invalid by a court or agency of competent jurisdiction, such part(s) or provision(s) shall not invalidate the remaining portions of this Agreement. The remaining portions of the Agreement shall remain in full force and effect.

Should compliance with, or enforcement of, any part(s) of this Agreement or any provision(s) contained herein be restrained by a court or agency of competent jurisdiction pending a final determination as to its validity, such part(s) or provision(s) shall not invalidate the remaining portions of this Agreement. The remaining portions of the Agreement shall remain in full force and effect.

Article XXIV. Totality of the Agreement

Section 1. The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity 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. Each Party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the Parties at the time they negotiated or signed this Agreement. Nothing in this Article precludes mutual agreement of the Parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement.

Section 3. The Parties shall bargain over the impact of any decision that affects the wages, hours, and working conditions of the faculty at the request of either Party.

Article XXVI. Term of Agreement

Section 1. Term of Agreement. This Agreement will become effective upon ratification and expire on June 30, 2024.

Section 2. Negotiation of Successor Agreement. For the purpose of negotiating a successor Agreement either Party may submit an intent to bargain to the other Party at any point during the 2023-2024 academic year. Negotiations will begin within forty-five days of the submission of the intent to bargain, unless an alternative date is mutually agreed to between the Parties.

Prior to commencement of negotiations, each Party shall provide written notice to the other specifying those subjects or sections of the Agreement proposed to be reopened and new subjects for negotiation.

New issues may be proposed by either Party at the first meeting where proposals are exchanged or later by mutual agreement. Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall automatically become a part of any successor Agreement.

On behalf of United Academics:

On behalf of the Employer:

Marisa Chappell

Heather Horn, Lead Negotiator
Associate Vice Provost Employee & Labor Relations

Louisa Hooven

Stephanie Bernell
Associate Dean, Graduate College

Felix Maisch

Peter Betjemann
Director, School of Writing, Literature & Film

Kelly McElroy

Sherman Bloomer
Director of Budget and Fiscal Planning

Jan Medlock

Trina Young
Senior Employee and Labor Relations Officer

Mark Novak

Edward Feser
Provost

Victor Reyes

Edward Ray
President

Date

Steve Shay

Kathleen Stanley

Bill Thomas

**Fully executed on
this _____ day of _____, 2020.**

Dan Andersen

Ashley Bromley

Memorandum of Understanding: Implementation of Salary Program FY2020

Preamble. The Parties agree that any salary increase for members of the UAOSU bargaining unit for the fiscal year July 1, 2019 through June 30, 2020 (FY2020) shall be determined and implemented in accordance with the terms below. While the Parties will continue to discuss and negotiate, as part of their ongoing negotiations over their inaugural bargaining agreement, the manner in which bargaining unit members may receive or be eligible for salary increases in future fiscal years covered by that bargaining agreement, the Parties agree that this Memorandum of Understanding serves as the negotiated salary increase for bargaining unit members for FY2020 and that the Parties, therefore, will not negotiate any further on the subject of salary increases for that or prior fiscal years.

Section 1. Eligibility. Individuals who held a bargaining unit position on January 1, 2020 (12-month employees) or February 1, 2020 (9-month employees) are eligible for FY20 raises under the terms of this Memorandum of Understanding, whether or not they remain in the bargaining unit, provided that they remain in an active appointment upon the date of positive ratification of the Agreement, and that:

1. The employee had an appointment at OSU during the 2018-2019 academic year; and
2. The employee met expectations in their last PROF or merit review.

An eligible employee who complied with the written requirements for the merit review process of their employing unit will not be denied eligibility for a merit increase because the Employer did not complete the merit review or PROF process.

Section 2. Merit Pool. Effective January 1, 2020 (for 12-month appointments) and February 1, 2020 (for 9-month appointments), the Employer will implement a salary increase program equivalent to 3.0% of the total salary pool of bargaining unit employees. Eligible bargaining unit members, as described in Section 1, will receive a merit increase of at least 1.8%. No merit increase may exceed 6.0%.

Section 3. Assessment of Merit. Merit increases should be based on the assessment of the bargaining unit member's job performance relative to their position description as measured in the bargaining unit member's Periodic Review of Faculty (PROF) and/or unit-level merit review processes.

Section 4. Application of Merit Increases. Eligible bargaining unit members, as defined in Section 1, will have their merit increases applied effective January 1, 2020 (for 12-month appointments) and February 1, 2020 (for 9-month appointments). The Employer will notify the individual of the retroactive salary owed prior to the end of the 2019-2020 fiscal year and will make every effort to disperse that salary by the end of the 2019-2020 fiscal year.

Memorandum of Understanding: Supplement to Compensation Article

In recognition of the extraordinary circumstances surrounding COVID-19 and the uncertain impacts of the pandemic for both the Employer and individual bargaining unit members, the Parties agree to the following:

- (i) A shared commitment to preserve bargaining unit member appointments may require a

shared sacrifice by way of temporary salary reductions. The Employer anticipates that all of its employee groups will engage in a shared sacrifice if temporary salary reductions prove necessary.

- (ii) If temporary salary reductions are necessitated by a demonstrable reduction in net education and general revenue to the university, UAOSU acknowledges that the Employer will be allowed to mitigate a portion of the effects by implementing bargaining unit member salary reductions, which may take the form of adopting a progressive system of reduction that exempts the lowest paid bargaining unit members.
- a. For projected Corvallis E&G revenue shortfalls less than \$35 Million (=projected revenue of \$597 Million), no bargaining unit compensation cuts will be enacted.
 - b. For projected Corvallis E&G revenue shortfalls between \$35 Million and \$63 Million, reductions to the salaries of unclassified employees will be enacted. At the \$49 Million shortfall level, \$12 Million in Corvallis E&G compensation reductions will be applied. At the \$63 Million shortfall level, \$24 Million in Corvallis E&G compensation reductions will be applied. Proportional reductions will be made at shortfall levels between \$35 Million and \$63 Million.
 - c. Compensation reductions will be implemented no earlier than August 1, 2020, based upon annual salary rates.
 - d. Compensation reductions will be achieved using progressive marginal rates set as described below for Corvallis E&G salary reductions of approximately \$12M. Rates will be scaled proportionately for different levels of reduction.

**Reduction Schedule for ~\$12M Compensation Expense Reduction
(\$8.71M salary; \$2.873M incremental OPE)**

Salary Increment (\$)	Marginal Salary Reduction Rate	Annual Salary Up To (\$)	Aggregate Salary Reduction Rate
30,000	0.0%	30,000	-
20,000	0.0%	50,000	-
20,000	6.02%	70,000	1.72%
20,000	7.52%	90,000	3.01%
20,000	8.57%	110,000	4.02%
20,000	9.62%	130,000	4.88%
20,000	10.38%	150,000	5.61%
20,000	11.35%	170,000	6.29%
20,000	12.18%	190,000	6.91%
30,000	13.16%	220,000	7.76%
20,000	13.91%	240,000	8.27%
20,000	14.66%	260,000	8.77%
20,000	15.41%	280,000	9.24%

- e. Salary reductions will be equivalent for bargaining unit members at the same salary,

despite funding source (e.g. Cascades E&G, Statewide Public Services, and Corvallis E&G), excluding fixed-term bargaining unit members supported 100% on restricted funds.

- f. The salary reduction rate will be applied on August 1, 2020. Projections will be updated on or about November 1, 2020 and on or about February 15, 2021 based on current actual Corvallis E&G revenues. If the updated projection differs from the original projection, each bargaining unit member's salary for the remainder of the year will be adjusted to meet the salary reduction appropriate to the revised revenue shortfall. In advance of both the initial implementation of, and any adjustments to, the salary reduction program, the Parties will meet to discuss the revised reductions to bargaining unit salaries. The Parties will meet during June 2021 to review actual FY21 revenues and the final size of the salary reduction package. The Employer will provide UAOSU with documentation of both projected and actual revenues upon which the salary reduction program is based.
- g. Bargaining unit members will be returned to their regular salary rate no later than July 1, 2021.
- h. If the shortfall in Corvallis E&G revenues exceeds \$63M, the terms of a modified temporary salary reduction or other system of salary savings will be negotiated between the two Parties.

Letter of Agreement: Patents, License, and Commercialization

Beginning Fall 2020, the Parties will establish a Task Force, consisting of three representatives from United Academics and three representatives from the Employer to explore changes to practices around patents, license, and commercialization. The Associate Provost of Academic Employee and Labor Relations and United Academics President shall constitute the Task Force no later than four months after the ratification of this Agreement.

Recommendations from the Task Force shall be presented to the Employer and United Academics no later than January 15, 2021. The Parties agree to thereafter meet on at least one occasion to review and discuss those recommendations, with the understanding that the recommendations are advisory only. The Committee's recommendations will not alter, nor be incorporated into, any of the terms of the Parties' Agreement, unless the Parties agree otherwise in a separate memorandum of understanding.

Letter of Agreement: Child Care Task Force

For the term of this Agreement (June 15, 2020 through June 30, 2024), the Parties will establish a Child Care Task Force, consisting of three representatives from United Academics and three representatives from the Employer. The Associate Provost of Academic Employee and Labor Relations and United Academics President shall constitute the Task Force within six months of the ratification of this Agreement.

Recommendations from the Task Force shall be presented to the Employer and United Academics no later

than February 1, 2022. The Parties agree to thereafter meet on at least one occasion to review and discuss those recommendations, with the understanding that the recommendations are advisory only. The Committee's recommendations will not alter, nor be incorporated into, any of the terms of the Parties' Agreement, unless the Parties agree otherwise in a separate memorandum of understanding.

Letter of Agreement: Committee on Respectful Workplace

For the term of this Agreement (June 15, 2020 through June 30, 2024), the Parties will establish a Committee on a Respectful Workplace, consisting of three representatives from United Academics and three representatives from the Employer. The Associate Provost of Employee and Labor Relations and United Academics President shall constitute the Committee within six months of the ratification of this Agreement.

The Committee will work in consultation with the Office of Faculty Affairs, United Academics, the Office of Equal Opportunity and Access, the Office of Institutional Diversity, the Ombuds Office, faculty members with an interest in offering input, and outside experts.

The Committee shall be charged with providing input and recommendations with respect to university non-discrimination policies and procedures.

Recommendations from the Committee shall be presented to the Employer and United Academics no later than October 1, 2021. The Parties agree to thereafter meet on at least one occasion to review and discuss those recommendations, with the understanding that the recommendations are advisory only. The Committee's recommendations or guidelines will not alter, nor be incorporated into the Parties' Agreement, unless the Parties agree otherwise in a separate memorandum of understanding signed by authorized representatives of both Parties.

Letter of Agreement: Acknowledgement of Exceptional Service

In recognition of the fact that faculty of color, women faculty, and faculty from other underrepresented communities often perform substantial informal labors (e.g. advising/mentoring students) above and beyond heavy formal service duties, the Employer commits to create and implement a training program for Academic Year 2021-2022 and Academic Year 2022-2023 for supervisors and other leaders that teaches strategies to recognize, accommodate, and/or mitigate such labors. Such strategies may include, but are not limited to, allocations of effort to service, mentoring, or outreach in position descriptions; peer mentoring and observation; course releases; and travel funding.

Prior to implementation, the Parties agree to review the proposed training in a joint labor management meeting.

Letter of Agreement: Position Descriptions

The Parties mutually recognize the need for position descriptions that are up to date and accurately reflect the work responsibilities of bargaining unit members. The Employer is committed to ensuring that all bargaining unit position descriptions will be updated by June 30, 2022.

Development and revision of position descriptions is a collaborative process. Each supervisor or academic unit head should begin the process of bringing position descriptions up-to-date by sending each bargaining unit member their position description for review within three months of the ratification of this Agreement. Within a month of receiving their position description, bargaining unit members will propose revisions to their position description that would better characterize their current assigned duties. The supervisor or academic unit head will review and finalize the position description.

In the absence of a position description, the supervisor or academic unit head should meet with the bargaining unit member to begin the process of creating a position description.

The Parties agree to form a Joint Labor-Management Committee, for the duration of this contract (June 15, 2020 through June 30, 2024), to review disputes between the bargaining unit member and the supervisor or academic unit head over assigned duties and position descriptions. Final determinations regarding the assessment of work will be made by the Employer.

Letter of Agreement: Promotion and/or Tenure

Section 1. Eligible bargaining unit members may first be evaluated for promotion into newly available promotional tracks during the 2020-21 Academic Year. Promotions are effective in September of the following academic year.

With the implementation of new promotional opportunities, the Parties agree that the existing guidelines and criteria will be used to conduct promotion reviews, until such time that new guidelines and criteria may be established.

- a. For Instructor (PAC), Instructor (ESL), Instructor (ALS), and Lecturer, guidelines and criteria for Instructors will be used.
- b. For Research Associates, guidelines and criteria for Faculty Research Assistants will be used.
- c. For Professor (Senior Research) and Professor (Extension), guidelines and criteria for Professor (Practice) will be used.

Section 2. Upon full execution of the contract, the Employer will notify the University of the newly created promotion opportunities and, in keeping with established shared governance practices, both Parties will request that the Faculty Senate draft relevant promotional guidelines consistent with the terms of this Agreement.

The Parties agree to meet a minimum of three times during the 2020-21 Academic Year to review progress being made toward the guidelines and criteria. In addition, it is further agreed upon that once guidelines and criteria have been updated and/or created, prior to September 16, 2021, the Parties will adhere to these established guidelines and criteria.

Section 3. The Parties acknowledge that new promotional opportunities may create a high number of requests for promotion review in the 2020-21 Academic Year. Academic unit faculty may establish a maximum number of fixed-term promotion cases for consideration in that year. If a maximum number is established, academic unit faculty will adopt guidelines to prioritize which fixed-term bargaining unit faculty requesting promotion in the 2020-21 Academic Year will be considered for promotion in the 2020-21 Academic Year and which will be considered in the following academic year.

Instructor (ESL) who have achieved progression within INTO-OSU and request promotion review in the 2020-21 Academic Year will be considered for promotion in that year.

Memorandum of Understanding: Research Associates (Postdoctoral)

Research Associate (Postdoctoral) is a fixed-term paid appointment with primary duties in the area of research and is typically undertaken as part of a research team or lab.

Bargaining unit members who currently hold Research Associate (Postdoctoral) positions and are reappointed into their fourth appointment prior to September 16, 2021 will hold Research Associate positions (without the Postdoctoral modifier) upon reappointment into their fourth appointment. Other bargaining unit members in Research Associate (Postdoctoral) positions will be transitioned to Research Associate positions (without the Postdoctoral modifier) on September 16, 2021. Effective September 16, 2021, the position of Research Associate (Postdoctoral) will be eliminated.

The pay and benefits for these bargaining unit members will not be diminished when the title change occurs, and all terms and conditions as set forth within this Agreement remain applicable to these members.

Memorandum of Understanding: Tenured Instructors

This Memorandum of Understanding is entered into by and between the United Academics and the Employer on behalf of bargaining unit members in the Instructor (Tenure-Track) category.

Instructor (Tenure-Track) is a tenure-track paid appointment with duties that variously may include scholarship, instruction, advising, and design and development of courses and curriculum. Ranks are Instructor, Senior Instructor I, and Senior Instructor II, in ascending order. The Parties agree that bargaining unit members in the Instructor (Tenure-Track) category will maintain their awarded tenure status. Bargaining unit members in the Instructor (Tenure-Track) category will not have an existing allocation of effort to scholarship removed from their position description. All other terms and conditions as set forth within this Agreement for the Tenured/Tenure-Track classification are applicable to these bargaining unit members.

The Parties acknowledge that the Employer has ceased the practice of offering Instructor (Tenure-Track) positions.

Letter of Agreement: Leaves

The Parties mutually agree to explore options for the means by which sick and vacation leave are charged to academic units and other funding sources via a Joint Labor-Management Committee. The Committee shall meet no later than January 15, 2021 and be charged with providing input and recommendations to present to the Employer no later than June 15, 2021. The Parties agree to thereafter meet on at least one occasion to review and discuss those recommendations, with the understanding that the recommendations are advisory only. The Committee's recommendations will not alter, nor be incorporated into, any of the terms of the Parties' Agreement, unless the Parties agree otherwise in a separate memorandum of understanding.

Letter of Agreement: Support for Prestigious Fellowships

The Parties mutually agree to form a Joint Labor-Management Committee to define the parameters of what constitutes a prestigious external fellowship and to explore options related to the continuation of healthcare benefits for bargaining unit members who receive such fellowships. The Committee shall meet no later than January 15, 2021 and be charged with providing input and recommendations to present to the Employer no later than June 15, 2021. The Parties agree to thereafter meet on at least one occasion to review and discuss those recommendations, with the understanding that the recommendations are advisory only. The Committee's recommendations will not alter, nor be incorporated into, any of the terms of the Parties' Agreement, unless the Parties agree otherwise in a separate memorandum of understanding.