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University of Oregon: Bargaining & Implementing a First Contract

Doug Blandy
University of Oregon

Deborah Olson
University of Oregon

David Cecil
University of Oregon

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COLLECTIVE BARGAINING AGREEMENT

between

THE UNIVERSITY OF OREGON

and

**UNITED ACADEMICS,
AAUP / AFT, AFL-CIO**

JULY 1, 2013 THROUGH JUNE 30, 2015

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PREAMBLE

This Agreement, entered into as of the date of ratification, is between the University of Oregon and United Academics, American Association of University Professors - American Federation of Teachers, AFL-CIO.

The University of Oregon (referred to throughout as the University) is the institution of higher education, composed of faculty, students and staff, which employs the University of Oregon faculty. The University is represented by designees of the President, who is charged by law with the responsibility to manage and administer the affairs of the institution.

United Academics (referred to throughout as the Union) is composed of the faculty of the University of Oregon (except those excluded by law or agreement). United Academics is, by law, the exclusive representative of the bargaining unit faculty members for purposes of negotiating the terms and conditions of their employment with the University of Oregon.

The intent and purpose of this Agreement is to establish the working conditions of the bargaining unit faculty members, to further bargaining unit faculty members' pursuit of excellence and innovation in education, research, and service at the University of Oregon and to ensure the success and academic excellence of the University.

The parties recognize that good faith collective bargaining is a means of achieving this purpose and that such collaboration will contribute to the interests of the University of Oregon.

ARTICLE 1. RECOGNITION

Pursuant to the memorandum of understanding entered into by the parties on April 24, 2012, and the subsequent certification by the Oregon Employment Relations Board dated April 27, 2012, the University recognizes the Union as the sole and exclusive representative of all members of the bargaining unit described as: all full-time and part-time research and instructional faculty employed by the University of Oregon, which includes tenure-related faculty, non-tenure-track faculty, adjunct faculty, post-retired or emeritus faculty, library faculty, and officers of research, including research assistants, research associates, and postdoctoral scholars, but excluding (1) all supervisors, including but not limited to the President, the Provost, Vice Presidents, Vice Provosts, Associate Vice Provosts, Assistant Vice Provosts, Deans, Associate Deans, Assistant Deans and Department Heads; (2) all Law School faculty; and (3) all confidential employees.

ARTICLE 2. CONSULTATION

Section 1. The Union and the President of the University or his or her designee agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of this Agreement, or other mutually acceptable matters. The parties shall meet within 10 business days of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed.

Section 2. The parties understand and agree that such meetings shall not constitute or be used for the purpose of contract negotiations. Neither shall such meetings be used in lieu of the grievance procedures provided for in Article 22, Grievance Procedure.

Section 3. Any agreement by the parties under this Article shall be reduced to writing and signed by the parties within 10 days of the meeting.

ARTICLE 3. SHARED GOVERNANCE

Preamble

Oregon state law and the University of Oregon's original Charter, as well as long-established practice, recognize the vital role of shared governance among the university's governing board, president, and faculty, as a guarantee of the freedom to teach and engage in research, creative activity, and scholarship upon which excellence in higher education depends. In that regard, it is mutually desirable that the collegial system of governance be maintained and strengthened so that the role of the faculty will be similarly maintained and strengthened independent of collective bargaining.

Section 1. The parties agree that it is desirable that the faculty have primary authority over choice of method of instruction; subject matter to be taught; academic standards for admitting students; and standards of student competence in a discipline. The University affirms that in these areas the power of supervision, review, and final decision lodged in the Board of Trustees of the University of Oregon will depart from the faculty judgment on these matters only in rare instances and for compelling reasons communicated to the faculty.

Section 2. The parties agree that the faculty of each department or unit should have the opportunity to participate in the system of shared governance of that department or unit, according to policies initially developed and recommended by the faculty in accordance with Article 4 of this Agreement

Section 3. The University of Oregon Constitution shall remain in existence for the duration of this Agreement subject to the review and modification by the Board of Trustees in accordance with the Board's authority and in consultation with the President and the faculty.

Section 4. The purpose of this Article is for the parties to affirm their commitment to shared governance; as such, violations of this Article are neither grievable nor arbitrable. If the Union perceives a violation of this Article, it may invoke its right to consult with the President under Article 2 of this Agreement.

ARTICLE 4. INTERNAL GOVERNANCE POLICIES

Each department and unit will develop a written policy delineating its procedures for the internal governance of the department or unit. All faculty in each department or unit shall have the opportunity to participate in the development of that department or unit's internal governance policy. At the outset of its formulation of such policy, the faculty will first consider any input provided by the appropriate department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will provide a written explanation to the faculty and an opportunity to discuss any alterations he or she makes to the recommended policy before submission to the Provost or designee. The Provost or designee will have final authority to establish policy for each department or unit. The department or unit head, dean, vice president, Provost or designee may initiate changes to established policy regarding internal governance of a department or unit by informing the appropriate faculty of the change being considered, thereby initiating this process for policy development.

Policies for internal governance must include provisions for appropriate documentation of decisions and for the appropriate and equitable participation of both faculty in the Tenure Track and Tenured Professor classification and Career NTTF in the development of departmental or unit policies.

ARTICLE 5. ACADEMIC FREEDOM, FREE SPEECH AND FACULTY RESPONSIBILITY

Preamble.

As stated in the Mission Statement, the University of Oregon "strives to enrich the public that sustains it through the conviction that freedom of thought and expression is the bedrock principle on which university activity is based." Academic freedom and freedom of speech are necessary conditions to teaching and research. This policy establishes a robust view of academic freedom and freedom of speech in order to ensure that faculty have the freedom to conduct research, to teach, to engage in internal criticism, and to participate in public debate.

Section 1. The University protects academic freedom and bargaining unit faculty members shall enjoy its benefits and responsibilities:

- (a) The freedom to conduct research and creative work and to publish or otherwise disseminate the results of that work. Within the broad standards of accountability

established by their profession and their individual disciplines, faculty members must enjoy the fullest possible freedom in their research and in circulating and publishing their results. This freedom follows immediately from the university's basic commitment to advancing knowledge and understanding.

- (b) The freedom to teach, both in and outside of the classroom. Faculty members must be able not only to disseminate to their students the results of research by themselves and others in their profession, but also to train students to think about these results for themselves, often in an atmosphere of controversy that, so long as it remains in a broad sense educationally relevant, actively assists students in mastering the subject and appreciating its significance.

Section 2. Academic responsibility implies the competent and full performance of duties and obligations and the commitment to support the responsible exercise of academic freedom by oneself and others. Each bargaining unit faculty member has the responsibility to:

- (a) Observe and uphold the ethical standards of his or her discipline in the pursuit and communication of scientific and scholarly knowledge;
- (b) Treat students, staff, colleagues, and the public fairly and with respect in discharging his or her duties and in accordance with this Agreement and University Policy No. 01.00.16 (Freedom of Inquiry and Free Speech), approved by the President on December 28, 2010;
- (c) Respect the integrity of the evaluation process, evaluating students, staff, and colleagues fairly according to the criteria and procedures specified in the evaluation process;
- (d) Represent oneself as speaking for the university only when authorized to do so as part of one's position or professional responsibilities; and
- (e) Participate, as appropriate, in the system of shared academic governance, especially at the department or unit level, and seek to contribute to the academic functioning of the bargaining unit faculty member's academic unit (program, department, school, or college) and the university.

Section 3. All bargaining unit faculty members are guaranteed the protections of freedom of speech, as derived from the First Amendment of the Constitution of the United States of America and Section 8 of the Article I of the Constitution of the State of Oregon. When faculty members speak or write as members of the public, they should make every effort to indicate that they are not speaking for the university. They may identify their university affiliation so long as no university sponsorship or endorsement is stated or implied.

The University encourages and supports open, vigorous, and challenging debate across the full spectrum of human issues as they present themselves to the university community. The University protects free speech through Policy No. 01.00.16 (see Appendix I) and all bargaining unit faculty members have the protections derived from that policy.

ARTICLE 6. POLICIES AND PRACTICES

Section 1. Bargaining unit faculty members and the University shall comply with all duly adopted administrative rules, policies and procedures of the University's governing board, the Oregon University System, and the University, and with all published unit-level policies.

Any ambiguity between published unit-level policies, and duly adopted policies and procedures of the University's governing board, the Oregon University System, and the University shall be resolved in favor of the duly adopted policies.

Any ambiguity between duly adopted policies and procedures of the University's governing board, the Oregon University System, and the University and Articles of this Agreement shall be resolved in favor of such Articles.

Section 2. The parties will be bound by practices in effect prior to the effective date of this Agreement, provided that those practices are (1) well-established; (2) concern terms and conditions of employment; (3) significantly affect bargaining unit faculty members; and (4) are consistent with this Agreement and the duly adopted administrative rules, policies, and procedures referenced in Section 1.

ARTICLE 7. FACULTY HANDBOOK

Section 1. The University shall maintain a Faculty Handbook which shall be complete, up-to-date, and accessible to all bargaining unit faculty members as an online resource available on the Academic Affairs website. A hardcopy of the Faculty Handbook as posted on the website shall be made available to bargaining unit faculty members in the Office of Academic Affairs.

Section 2. The Faculty Handbook shall be a compendium of issues relating to working conditions for faculty at the university with appropriate resources and links to relevant information.

Section 3. The Academic Affairs website content associated with the Faculty Handbook will be modified consistent with related policy changes as needed. Policy revisions shall be sent to the Union within 10 days of their adoption.

Section 4. The Academic Affairs Faculty Handbook shall contain a link to the UO Policy Library.

Section 5. The Academic Affairs website, including the Faculty Handbook, will be archived electronically on an annual basis and will be publicly available.

ARTICLE 8. PERSONNEL FILES

The purpose of this Article is to specify the means of implementation of ORS 351.065.

Section 1. Except as set forth in this Article, a bargaining unit faculty member shall have full access to the member's personnel files and personnel records kept by the university upon reasonable request during normal business hours. The number of files relating to the evaluation of a bargaining unit faculty member shall be limited to three, to be kept in designated, available locations: (1) in an academic or research unit; (2) in a college or school; and (3) in Academic Affairs or Human Resources. A bargaining unit faculty member shall have the right to inspect and request a copy of each of these files upon reasonable request at no cost to the bargaining unit faculty member, and may be accompanied by a representative of his or her own choice at the location of the file.

Section 2. Personnel files and records are subject to restrictions on access except upon a finding by the President or designee that the public interest in maintaining individual rights to privacy in an adequate educational environment would not suffer by disclosure of such records. Access to such records may be limited to designated classes of information or persons, or stated times and conditions, or to both, but cannot be limited for records more than 25 years old.

Section 3. When evaluating bargaining unit faculty members, the University may not solicit or accept letters, documents or other materials, given orally or in written form, from individuals or groups who wish their identity kept anonymous or the information they provide kept confidential, except to the extent that the bargaining unit faculty member consents in writing. Any evaluation received by telephone shall be documented in the bargaining unit faculty member's file by means of a written summary of the conversation with the names of the parties to the conversation identified.

Section 4. A bargaining unit faculty member is entitled to submit, for placement in the three evaluative files, evidence rebutting, correcting, amplifying, or explaining any document contained therein and other material that the member believes might be of assistance in the evaluation process.

Section 5. If a bargaining unit faculty member should become aware that his or her personnel file contains errors of fact or omission, the bargaining unit faculty member may petition, in writing, the Provost or designee to remove or correct the information.

ARTICLE 9. UNION RIGHTS

Section 1. The Union shall have the right to communicate with its members and the members of the bargaining unit at all times without interference by the University, provided such communication does not unduly interfere with the work duties of a bargaining unit faculty member. Communications between bargaining unit faculty members about union matters should not unduly interfere with university operations, students, other employees, or members of the public.

Section 2. Upon reasonable advance notice to the appropriate scheduling office, the Union may reserve meeting rooms in the ERB Memorial Union, the Baker Downtown Center, the Knight Library, Gerlinger Hall, the Ford Lecture Hall in the Art Museum, or the Ford Alumni Center, and access services, catering and equipment associated with the use of the meeting room. The Union will pay all customary fees and charges for its use of the facilities, services and equipment. The University will apply the fees and rates charged to university entities for the Union's use of such rooms and services. Use of the meeting rooms, services, catering and equipment is subject to availability. Academic uses have priority. Facilities, services and equipment will be reserved in the name of United Academics and not in the name of bargaining unit faculty members. The Union will comply with all university policies regarding the use of university meeting rooms, facilities, services and catering.

The Union may communicate with its bargaining unit members by group email to their individual university email addresses. The Union may not send "blast" or group emails to non-bargaining unit employees of the University.

Section 3. The Union shall have the right to separate space on existing bulletin boards in each department or unit where bargaining unit members are employed, but the University may remove or relocate such bulletin boards in its sole and absolute discretion.

Section 4. The Union shall have the right to a list of information for all members of the bargaining unit delivered on the first day of the month at no cost to the Union and in a mutually agreeable format. The list shall include the following information:

- Employee name on record with Human Resources
- University email address
- Campus zip code
- Home address
- Employee Classification and Rank
- Primary Unit
- First date of university employment
- Start date of current appointment
- Last day of current appointment
- Salary

- FTE
- Percentage of each appointment, if available
- Campus office address, if available

Section 5. The Union shall have the right to an annual report of all promotion and tenure decisions concerning bargaining unit faculty members made by the Provost or designee during the preceding academic year no later than the following September 1.

Section 6. The Union shall have the right to make a presentation, if presentations are made at, and distribute information at orientations that include new bargaining unit faculty members. The presentation shall be for the purpose of introducing attendees to Union and its role in representing bargaining unit faculty members, and will not be used for discussion of labor/management issues or disputes.

Section 7. The Union shall have the right to information and data necessary to administer this Agreement upon the payment of the actual cost of producing the information. Information and data shall be made available in electronic form whenever possible.

ARTICLE 10. DUES DEDUCTION

Section 1. Upon written request on a form provided by the Union and approved by the University, the Union may authorize the University to deduct regular dues once per month from the paycheck of Union members. The amount to be deducted will be certified by the Union's Treasurer.

An authorization shall remain valid until written notice of cancellation is provided by the Union or until the employee is no longer a bargaining unit member, whichever occurs first. The Union shall promptly forward to the University notice of cancellations of a dues deduction authorization. Cancellation notices given by the member directly to the University are invalid unless the member has ceased to be bargaining unit member.

Members of the Union who, for any reason, have a break in employment status with the university shall be considered members of the Union on their reinstatement to a bargaining unit position with the university, and shall have their dues deducted as members of the Union.

Section 2. The University agrees to deduct fair share fees monthly from the paychecks of those employees who have not authorized dues deduction per Section 1. The amount to be deducted will be certified by the Union's Treasurer. Members of the bargaining unit who have paid fair share fees in lieu of dues shall have the right to request in writing a copy of the Union's policies and procedures regarding fair share fees, including information on possible rebates in accordance with law.

Section 3. The Union and the University agree to safeguard the rights of non-association of employees, based on bona fide religious tenets or teachings of a church or religious

body of which such employees are members. Religious objectors shall pay an amount of money equivalent to regular union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee and the Union, in accordance with the applicable procedures in ORS 243.666. Such employees shall furnish written proof to the Union and the University that this has been done.

Section 4. The Union will send a notice to the University establishing both the “Members” dues rate and the “Fair Share” fee rate. The Union will notify the University at least 60 calendar days in advance of any changes to these rates.

Section 5. Upon written request from a bargaining unit faculty member on a form provided by the Union and approved by the University, the bargaining unit faculty member may have Political Action contributions deducted from their paycheck.

An authorization to deduct Political Action contributions shall remain valid until the bargaining unit faculty member gives written notice to the University canceling the authorization or until the member separates from university employment. The bargaining unit faculty member shall also provide a copy of any cancellation notice to the Union. Members of the Union who, for any reason, have a break in employment status with the university and who are reinstated to a bargaining unit position may renew their authorization to have Political Action contributions deducted from their paychecks by submitting the appropriate form.

Section 6. The University will send payment to the Union for the total amount deducted with a list identifying the members for whom the deductions are made, the type of deduction, and the amount deducted within 10 working days of the deduction being made.

Section 7. The Union assumes responsibility for and indemnifies the University for all claims against the University, its officers, officials, employees or agents, arising out of or related to this Article. The Union also will, at the option of the Union, either assume the defense of any such claim or reimburse the University for its incurred defense costs at an hourly rate that is no more than the hourly rate charged by the attorneys representing the Union.

Section 8. The University will not deduct any Union fines, penalties, or special assessment from the pay of any bargaining unit faculty member.

ARTICLE 11. RELEASE TIME

Section 1. The University shall provide the Union with 2.5 FTE of release time each academic year. Such release time may be used for the purposes of conducting union business, including, but not limited to, contract administration, grievances, and participation in the governance of the Union’s state and national affiliates. No more than one bargaining unit faculty member may be released for this purpose from any

department or unit at one time unless approved in writing by the Provost or designee, which approval shall not be unreasonably withheld.

Section 2. For each of the two terms prior to the expiration of the Agreement, the University shall provide an additional 2.0 FTE of release time for distribution to the Union's negotiating team for preparation for and attendance at negotiation sessions.

Section 3. The Union will notify the University of the particular faculty members who shall receive release time. Such notice will be provided as far in advance as possible to permit adequate coverage of assignments, but shall be no later than the first working day of the term preceding the release. If the Union opts to use available release time in less than 1 FTE increments, the bargaining unit faculty member and his or her dean, director, vice president or designee will meet and confer to determine which portions of a bargaining unit faculty member's work responsibilities will be released. The parties agree that such release time should be structured to minimize the impact on students.

Section 4. The Union may also purchase up to an additional five courses not to exceed 20 credits of release time, or its equivalent in research, each academic year. No more than one bargaining unit faculty member may be released for this purpose from any department or unit at one time, or from a department from which a bargaining unit faculty member has been released under Section 1 or 2 above, unless approved in writing by the Provost or designee, which approval shall not be unreasonably withheld. The Provost or designee shall have the final authority to approve requested course releases, which approval shall not be unreasonably withheld. The Union will notify the University by May 15 as to whether and how many course releases are being purchased for the following academic year. The University will inform the Union of the amount to be charged for the requested release(s), based on salary, OPE, and recovery of facilities and administrative costs. The Union will reimburse the University for that amount in exchange for the course release.

ARTICLE 12. FACILITIES and SUPPORT

Section 1. The University shall provide bargaining unit faculty members with facilities and services appropriate to the performance of their job duties and conducive to performing their duties in a professional atmosphere.

Section 2. The University shall provide Officers of Instruction with a university email address, a mailbox, access to a telephone number and voicemail, reasonable office space and desk space, and reasonable access to a telephone, a computer, storage space in an office or similar location that locks, a printer, a copier, private space for meeting with students (which need not be dedicated for this purpose), and access to electronic course management systems such as Blackboard. All of the spaces, systems and equipment (except email and mailboxes) listed in this section may be shared.

The parties agree that reasonable office and desk space depends on the particular circumstances, including but not limited to: the space available to the department or unit; the other priorities for the use of the space; the FTE, schedule and nature of the work of the bargaining unit faculty member; and the bargaining unit faculty member's actual use of office and desk space. The University's decision on how to allocate such space will be given deference. If an arbitrator determines that a bargaining unit faculty member's assigned office or desk space is unreasonable, he or she will remand to the University to decide how to comply with this Article. The arbitrator cannot order that the University's physical space be used in any particular way, or that a bargaining unit faculty member be provided with any particular space. Given that this provision imposes a new obligation on the University with regard to the provision of space, past practice with regard to office or desk space will not be binding on either party in determining the reasonableness of the office or desk space provided.

Section 3. The University shall provide Officers of Research with a university email address, a mailbox, a telephone number and voicemail, appropriate workspace, and appropriate equipment to complete assigned work. All of the spaces, systems and equipment (except email and mailboxes) listed in this section may be shared.

Section 4. Bargaining unit faculty members shall have the right to access their work facilities when needed for the performance of their professional responsibilities. However, this shall not preclude the University from restricting access when necessary for university operations or in case of emergency.

Section 5. A bargaining unit faculty member who complies with the university's processes and deadlines around the assignment of classroom space shall be provided one classroom for the duration of a class period. Exceptions shall be made in the following circumstances:

- (a) for pedagogical reasons; or
- (b) in case of emergency.

This Agreement recognizes that exceptions may also be made when the length or scheduled time of the class period makes it difficult to provide a single classroom for the entire class meeting. In those circumstances, the University will take reasonable steps to avoid these exceptions by anticipating late enrollment and the needs of programs where length and schedule time of class periods may be different from the classroom scheduling protocols applicable elsewhere in the university.

A bargaining unit faculty member may discuss with his or her supervisor preferences for or concerns about specific classrooms before assignments are made. Bargaining unit faculty members will be provided with classroom space sufficient to seat the maximum enrollment established at the time the course is opened for student registration. Assigned classrooms will have the technology identified by the bargaining unit member and

approved at the time the course is opened for student registration. Reasonable technological support will be made available.

The University may change a classroom assignment if a classroom is determined to be inaccessible for a student or employee. A bargaining unit faculty member should notify the Office of the Registrar as soon as he or she identifies a barrier to the access of a student or employee to or within a classroom. The University will comply with all applicable laws regarding disabilities and access for bargaining unit faculty members.

Section 6. All bargaining unit faculty members shall be assigned, and shall be expected to use for university purposes, a University of Oregon email account, a Duckweb account, and a DuckID at least 15 days before the employment start date or as soon as practicable. Bargaining unit members shall follow university procedures and provide requested information in order to obtain such services.

All Career NTTF and Tenure Track and Tenured bargaining unit faculty members not terminated for cause and who have complied with terms of this Agreement and all policies applicable to the use of university email shall be provided access to a University of Oregon email account, a Duckweb account, and university courseware for at least two terms after the end of their employment. The former bargaining unit faculty member must continue to comply with the terms of this Agreement and all policies applicable to the use of university information assets.

Section 7. The University shall comply with all laws regarding accessibility of web-based communications. The University shall furnish appropriate aids and services to bargaining unit faculty members with disabilities as required by law. In determining what type of auxiliary aid and service is necessary, the University shall be responsive to the requests of the bargaining unit faculty member with disabilities.

ARTICLE 13. HEALTH and SAFETY

Preamble. The University of Oregon is noted for its strong tradition of collegiality and support for all members of the institution. Hostile, intimidating, or abusive behavior damages the strong sense of community so valued at UO. We should all work to ensure that each member of our community benefits from a respectful and inclusive working and learning environment. We expect that everyone will make a conscious effort to model the behavior necessary to create an inclusive and respectful climate for all.

Section 1. Bargaining unit faculty members have the right to work in a safe and healthy workplace that meets the safety and health requirements of the Oregon Safe Employment Act and is an environment that is not hostile, intimidating, or abusive. Bargaining unit faculty members shall not be required to work under conditions that violate applicable safety or health laws or regulations.

- (a) A bargaining unit faculty member may report a condition that he or she believes does not comply with applicable safety or health laws. The University will assess the report.
- (b) Upon conclusion of the assessment, the University shall inform the bargaining unit member (in writing if the report was made in writing) of the conclusion and what, if any, action is being taken.

Section 2. Bargaining unit faculty members will attend all required training on workplace health and safety offered by the University. Bargaining unit faculty members will be paid for attendance at required trainings.

Upon reasonable request, a bargaining unit faculty member will be provided instruction on how to safely operate equipment provided by the University for use by the bargaining unit faculty member in the performance of his or her duties.

Section 3. The Union may appoint two representatives to the Safety Advisory Committee.

Section 4. The University and the Union agree to develop, through the Safety Advisory Committee, a written comprehensive workplace violence prevention policy that is consistent with OSHA guidelines.

At a minimum, the policy will address avoiding workplace violence, verbal and nonverbal threats, and similar actions, and will provide a procedure for the prompt reporting of incidents.

The policy will be developed by the Safety Advisory Committee and submitted to the Provost or designee. The Provost or designee will have final authority to establish the policy. If the Provost or designee materially alters the recommended policy, he or she will provide a written explanation for the change(s) to the Safety Advisory Committee. The Provost or designee may initiate changes to the established workplace violence prevention policy by informing the Safety Advisory Committee of the change being considered, thereby initiating the process described in this paragraph.

The workplace violence prevention policy will be posted on the Human Resources website.

Section 5. No bargaining unit faculty member will be subject to discrimination, discipline, or termination for reporting that he or she has experienced workplace violence or the threat of workplace violence.

ARTICLE 14. NON-DISCRIMINATION

Section 1. The University affirms its dedication to the principles of equal opportunity and freedom from unlawful discrimination; as such, the University will not discriminate on account of any of the protected categories under current federal, state, or local law, including the following: race, creed, color, sex, religion, national origin, ancestry, marital status, domestic partnership status, familial status, age, disability, veteran status, sexual orientation, gender identity or expression, or membership or non-membership in or activity on behalf of or in opposition to the Union. Unlawful discrimination includes unlawful sexual harassment.

The University affirms its obligations as a federal contractor with regard to affirmative action.

Section 2. The University will offer all bargaining unit faculty members training regarding unlawful discrimination at multiple times at every university work location (e.g., Eugene, Portland, Charleston) during the months of September and October. A bargaining unit faculty member shall complete any training regarding unlawful discrimination that is required by the University. Bargaining unit faculty members will ordinarily be required to complete training regarding unlawful discrimination no more frequently than once every five years.

Section 3. Neither the University nor the Union shall unlawfully discriminate against, intimidate, restrain, coerce, or interfere with any bargaining unit faculty member because of, or with respect to, his or her lawful union activities, including participation in a grievance, or membership, or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any bargaining unit member in the application of the terms of this Agreement because of membership or non-membership in the Union.

Section 4. A bargaining unit faculty member may elect either to pursue his or her statutory or common law rights with regard to complaints of unlawful discrimination or to file a grievance under Article 22 of this Agreement. The election to pursue such statutory rights shall preclude the filing of a grievance regarding the subject matter of a complaint. The election to file a grievance shall constitute a release and waiver by the bargaining unit member of his or her statutory and common law claims with regard to unlawful discrimination.

ARTICLE 15. ACADEMIC CLASSIFICATION AND RANK

Section 1. The University shall assign each bargaining unit faculty member the classification, and rank within the classification, described in Section 2 of this Article which most closely reflects the duties described in his or her contract and job description, his or her education and/or his or her experience. Nothing shall preclude a bargaining unit faculty member from being assigned and performing other duties not described in his or

her specific classification as long as those duties are consistent with his or her job description. Nothing in this Agreement precludes the University from using these definitions in another context.

Section 2. The following are the classifications and ranks that apply to bargaining unit faculty members.

- (a) **CLINICAL PROFESSOR OR PROFESSOR OF PRACTICE:** A non-tenure track paid appointment for individuals with primary duties in the area of clinical instruction or professionally-related community education/service. Ranks in the Clinical Professor classification in ascending order are assistant clinical professor, associate clinical professor, and clinical professor; and in the Professor of Practice classification in ascending order are assistant professor of practice, associate professor of practice, and professor of practice.
- (b) **INSTRUCTOR:** A non-tenure track paid appointment for individuals with primary duties in the area of instruction. Such appointments may include advising and mentoring expectations congruent with creative and engaging undergraduate instruction, including the possibility of involvement in design and development of courses and the curriculum. Ranks in this classification in ascending order are instructor, senior instructor I, senior instructor II.
- (c) **LECTURER:** A non-tenure track paid appointment for individuals with primary duties in the area of instruction and graduate education. The appointment may also include upper division undergraduate instruction. Such appointments may also include significant mentoring and advising responsibilities and a significant measure of responsibility for graduate education. Appointments in the lecturer series will always require the terminal degree (or its professional equivalent), but the holding of a terminal degree does not by itself entitle a bargaining unit faculty member to appointment in the lecturer series. Ranks in this classification in ascending order are lecturer, senior lecturer I, senior lecturer II.
- (d) **LIBRARIAN:** A non-tenure track paid appointment for individuals with primary duties in the university libraries. Ranks in this classification in ascending order are assistant librarian, associate librarian, and senior librarian.
- (e) **RESEARCH ASSISTANT:** A non-tenure track paid appointment for individuals who have typically earned a bachelor's or master's degree with primary duties in the area of research performed under the direction of a tenured or tenure-track faculty member, a research associate or a research faculty member. Ranks in this classification in ascending order are research assistant, senior research assistant I, senior research assistant II.
- (f) **RESEARCH ASSOCIATE:** A non-tenure track paid appointment for individuals who have earned a doctoral degree (or the highest professional degree in the field)

with primary duties in research. Ranks in this classification in ascending order are research associate, senior research associate I, senior research associate II.

- (g) **RESEARCH PROFESSOR:** A non-tenure track paid appointment for individuals with primary duties in the area of independent research. Ranks in this classification in ascending order are assistant research professor, associate research professor, and research professor.
- (h) **ADJUNCT:** A non-tenure track paid temporary appointment that is intermittent or of limited duration except as provided in Article 16, Section 13.
- (i) **POSTDOCTORAL SCHOLAR:** A non-tenure track paid research appointment that is of limited duration for individuals who have earned a doctoral degree. The postdoctoral scholar is paid by the University from university-controlled funds, such as federal grants. The compensation must be taxable as income for federal income tax purposes.
- (j) **RETIRED:** A bargaining unit faculty member is considered to be retired if he or she resigns or is terminated without cause from employment with the university or enters into a tenure reduction or relinquishment agreement and:
 - i. is eligible for unreduced or reduced benefits under the Public Employees Retirement System (for participants in PERS) or the Oregon Public Service Retirement Program (for participants in OPSRP);
 - ii. is eligible under Internal Revenue Service rules to withdraw funds from an account established under Optional Retirement Plan and meets the requirements for unreduced or reduced benefits under, depending on date of hire, PERS Tier 1 or 2 or the OPSRP.

This classification includes the post-retired or emeritus faculty described in Article 1, Recognition.

- (k) **TENURE-TRACK AND TENURED PROFESSOR.** A paid appointment wherein an individual is designated by the University in writing as eligible for tenure or has been granted tenure in writing by the Provost. Ranks in this classification in ascending order are assistant professor, associate professor, and professor.
- (l) **ACTING ASSISTANT PROFESSOR:** A paid appointment for individuals intended by the University to become tenure-track assistant professors but who have yet to complete the terminal degree.

Section 3. The term "Career Non-Tenure-Track Faculty" (Career NTTF) describes a bargaining unit member who has been hired into the following classifications: clinical professor or professor of practice; instructor; lecturer; librarian; research assistant; research associate; or research professor. Career NTTFs do not include adjuncts.

Section 4. All bargaining unit faculty members, except for those in the Adjunct classification, shall have the right to petition the Provost or designee for reclassification if they believe that their work was misclassified at the time of first hire or their position has evolved to more closely resemble a different classification. If a petition for reclassification is denied, a bargaining unit faculty member may petition again after completion of at least one additional year of service in the position.

“Adjuncts” who believe that their positions should be “Career” appointments may petition for reclassification after the completion of two years of appointment. Because the defining characteristic of the “adjunct” classification is its limited duration, the decision of the Provost or designee should be guided by the current and anticipated duration of the position, and the completion of successful review(s).

Section 5. A reclassification shall take effect at the beginning of the next fiscal year, grant fiscal year, or academic year, as appropriate.

Section 6. A change in rank within classification requires a promotion. A bargaining unit faculty member may not be reclassified into the Tenure-Track and Tenured Professor classification.

ARTICLE 16. CONTRACTS

Section 1. The Provost or designee shall provide a bargaining unit faculty member to be appointed or reappointed to a position subject to this Agreement with written notification of the appointment or reappointment. Notice by any other means is not valid notice and does not cause the formation of an agreement between the University and the bargaining unit faculty member. Oral promises regarding terms and conditions of employment and representations made in writing by persons other than the Provost or those designated by the Provost are not binding upon the University. The notice of appointment or reappointment, which may be provided electronically such as by email or link to a website, shall include, but need not be limited to, the following:

- (a) Effective date of appointment
- (b) Classification and rank
- (c) Department and title
- (d) Duration of appointment and/or if appointment is contingent on funding

- (e) Tenure status, including the nature of any restrictions on eligibility for tenure or any credit for prior service
- (f) Salary
- (g) Other requirements of employment

Section 2. The University will provide a bargaining unit member with written information concerning duties, responsibilities and institutional expectations. The University shall provide such written information, which may be provided electronically such as by email or link to a website, within a reasonable time of the initial notice of appointment and whenever significant changes occur. The written information shall include:

- (a) Professional responsibilities (see Article 17)
- (b) Link to faculty handbook and school, college, or department policies

Section 3. Bargaining unit faculty members with the classification and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or assistant professor of practice, who have appointments that are not funding contingent, shall have at least one-year contracts during their first four academic or fiscal years of employment in rank.

Bargaining unit faculty members with the classification and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or assistant professor of practice, who have appointments that are not funding contingent, shall have at least two-year contracts after their first four academic or fiscal years of employment in rank.

Section 4. Bargaining unit faculty members with the classification and rank of senior instructor I, senior lecturer I, senior research assistant I, senior research associate I, associate clinical professor, or associate professor of practice, who have appointments that are not funding contingent, shall have at least three-year contracts.

Section 5. Bargaining unit faculty members with the academic rank of senior instructor II, senior lecturer II, senior research assistant II, senior research associate II, associate clinical professor, or associate professor of practice, who have appointments that are not funding contingent, shall have at least three-year contracts.

Section 6. The status quo with respect to length of contracts for Librarians shall be maintained subject to the provisions of Article 19, Section 7.

Section 7. Notwithstanding Sections 3-6 of this Article, the appointment or reappointment of an NTTF bargaining unit member, in any classification or rank, whose

position is funded by grants or other external funding sources, may be made contingent on the availability or continuation of such funding.

Section 8. Appointment or reappointment duration for bargaining unit members in the Adjunct or Acting Assistant Professor classifications is in the discretion of the University, in compliance with the provisions of this Agreement.

Section 9. Except as set forth in this Agreement, the University shall provide notice of renewal or nonrenewal of an appointment that is not funding contingent to bargaining unit members, other than those in the classifications of Adjunct or Acting Assistant Professor, no later than May 1st of the last year of the member's current appointment. The University will provide notice of renewal, nonrenewal, or termination for lack of funding, of a funding contingent appointment as soon as practicable.

The employment of a bargaining unit faculty member in the Adjunct classification expires in accordance with its terms and no notice is required.

Section 10. A Career NTTF who receives a notice of non-renewal shall be provided a written statement documenting the reasons for non-renewal at the time of notice.

Section 11.

- (a) If the University does not provide a bargaining unit faculty member with notice as set forth in Section 9, he or she shall receive a payment proportional to his or her base salary for the number of days the notice was late.
- (b) A bargaining unit faculty member who does not receive notice as set forth in Section 9 and continues to work under the terms and conditions of the expiring appointment after that appointment expires will be paid for all work performed.
- (c) Notice for purposes of this Article will be provided by email to the bargaining unit faculty member's official University of Oregon email address. In the absence of such an email address, notice will be provided by regular, first-class mail to the last known address on file with the university's Banner system.

Section 12. The duration of the appointment for a postdoctoral fellowship and the provisions for appointment, renewal, or nonrenewal will be specified at the time of hire and included in the written notification of appointment.

Section 13. The University may make appointments in the Adjunct classification when such appointments are advisable and in compliance with the terms of this Agreement. A position in the Adjunct classification is not expected to last more than three years. However, adjunct positions may extend beyond three years, or a position may be filled by adjuncts on an ongoing basis, if appropriate for legitimate pedagogical or legitimate programmatic reasons,

Section 14. The University supports and encourages, where feasible and appropriate, the creation of NTTF appointments at .50 FTE or above. The University may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude providing benefits. Aggregate appointments across two or more departments that total .50 FTE or above will receive benefits.

Section 15. The initial appointment in the Tenure-Track and Tenured Professor classification will usually be to the rank of assistant professor, without tenure, and for a period of three years unless the University and the bargaining unit faculty member agree to a shorter duration. At the time of hire, the University and the bargaining unit faculty member may agree upon credit toward tenure for prior service. Such agreement will be documented in the initial appointment. The University and the bargaining unit faculty member may agree to reduce or forego the credit for prior service. Such agreement will be documented in a revised notice of appointment.

Section 16. If an appointment of a full-time, tenure-track bargaining unit member is not to be renewed for reasons other than for just cause (Article 24) or program elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual appointment, by March 15 for those whose contracts expire on or about June 15, or at least three months' notice given prior to expiration of the appointment, whichever is longer; during the second year of service, by December 15 for those whose contracts expire on or about June 15, or at least six months given before expiration of the appointment, whichever is longer; in the third and subsequent years of service, at least 12 months' notice that may be given at any time.

ARTICLE 17. ASSIGNMENT OF PROFESSIONAL RESPONSIBILITIES

Preamble. The University and the Union recognize that, given the diverse nature of the work performed by bargaining unit faculty members, the varying types of appointments, and the needs of the university, the weighting of assignments and the particulars of individual assignments will vary both between and within units. The University and the Union also recognize that each bargaining unit faculty member has the obligation to devote his or her best efforts to the university, and particularly to students; to perform all duties with professionalism and diligence and in accordance with the standards appropriate in AAU institutions; to act ethically and in compliance with the accepted professional standards; to account for all money or property received; to use money and property only for lawful purposes and in accordance with policy; to treat confidential information as confidential; to cooperate with the university with regard to investigations, audits, and legal proceedings; and to represent the university with professionalism.

Section 1. Assignment of professional responsibilities may consist of some combination of instructional activities (including class preparation, classroom teaching, evaluation of student work, advising and mentoring, and various forms of communication with students); research, scholarship, and creative activity; and service within the department,

school, college or institute, and the university, and to external organizations, and communities.

Section 2. The faculty in each department or unit will begin the process of developing a written policy for the assignment of professional responsibilities and stipends or academic support resources, by first considering any input provided by the department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will document and discuss any revisions he or she makes to the policy with the faculty before submitting his or her recommended policy to the Provost or designee. The Provost or designee will have final authority to establish the policy for each department or unit. If the Provost or designee materially alters the faculty-recommended policy, he or she will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

Section 3. The workload policy shall define a 1.0 FTE workload for all academic instructional classifications and ranks employed by the department or program, and shall address how each of the following items contribute to the overall FTE. For non-instructional classifications or where tenure-related or non-tenure track faculty are not primarily instructional, specific job descriptions should be developed to address the particular workload of the bargaining unit faculty member. Instructional faculty workloads will, in general, address the following:

- (a) Course load
- (b) Service expectations
- (c) Research, scholarship and creative activity
- (d) Professional development related to teaching, research and service
- (e) Undergraduate and graduate advising
- (f) Student contact and communication

Section 4. Workload policies should also describe a process for accounting for individual faculty needs when assigning workload. Factors to consider include, but are not limited to:

- (a) New course preparations

- (b) Balance of workload components based on faculty review, promotion and tenure, professional development expectations and agenda for research, scholarship and creative activity
- (c) Administrative duties
- (d) Timing of activities (e.g., publication and grant deadlines, course load in given terms, and promotion review dates)
- (e) Job description

Section 5. An individual's particular professional responsibilities shall be assigned in accordance with the departmental or unit policy. Assignments shall reflect:

- (a) The instruction, research, and service needs of the university and its departments, institutes, centers and other academic units;
- (b) The bargaining unit member's qualifications and expertise and potential to acquire the appropriate expertise;
- (c) The bargaining unit member's evolving professional interests;
- (d) Generally accepted practices in the field; and
- (e) A realistic balance of duties consistent with the criteria for review.

Section 6. The Provost or designee shall be responsible for the scheduling and assignment of all bargaining unit faculty members' professional responsibilities. A bargaining unit faculty member shall be afforded the opportunity to meet with his or her dean, director or designee at least annually, before responsibilities are assigned, to discuss the bargaining unit faculty member's preferences regarding assignments for teaching, research, service and other professional responsibilities as set forth in this Article, and the member's anticipated resource needs.

The Provost or designee may modify scheduled assignments, provided that the department or unit head discusses changes with the faculty member before they are made and that changes are not made for arbitrary or capricious reasons..

Faculty members may request to adjust schedules or assignments.

Section 7. Each bargaining unit faculty member must be fully engaged in teaching, research, and service work for the university to the extent of his or her appointment, and must be engaged in work or reasonably available for work for the entirety of the term for which the bargaining unit member is employed unless on approved leave.

Section 8. An overload assignment is (1) an assignment that is in addition to the bargaining unit faculty member's regular assignment and FTE status; (2) a one time or limited assignment, made or approved by the Provost or designee, that is in addition to or different from regular or usual assignments for the member's classification and rank; or (3) assignments unrelated to the bargaining unit member's primary job responsibilities.

Section 9. Overload appointments will be assigned an FTE percentage commensurate with normal workload duties and compensated accordingly. Faculty may request that overload compensation take the form of class release. No bargaining unit faculty member may be disciplined or terminated for refusing an overload assignment.

Section 10. Appointments for which compensation is paid, in whole or in part, with federal funds may be ineligible for overload compensation.

ARTICLE 18. SUMMER SESSION APPOINTMENTS AND ASSIGNMENTS

Section 1. The faculty in each department or unit will begin the process of developing written policies and procedures for the appointment, professional responsibilities, course cancelation and compensation of Summer Session work, by first considering any input provided by the department or unit head, dean, vice president, Provost or designee. The faculty will submit their policies and procedures to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will discuss any revisions he or she makes to the policies or procedures with the faculty before submitting his or her recommended policies and procedures to the Provost or designee. The Provost or designee will have final authority to establish the policies and procedures for each unit. If the dean, vice president, or Provost or designee materially alters the faculty-recommended policies or procedures, he or she will provide a written explanation for the change(s) to the faculty in the department or unit. The department head, dean, unit head, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the procedure described in this section.

The appropriate department or unit head will determine the Summer Session teaching schedule, if any, in consultation with the faculty, and in consideration of faculty expertise; student demand; program and curricular needs of the academic unit; available resources; and school, college, and university needs; and in accordance with approved procedures and criteria.

Section 2. Summer appointments for those on academic year appointments are in addition to the academic year contract. Summer Session appointments may include Coordinator of Summer Session or other similar appointments.

An offer of a Summer Session appointment will be made at least five weeks prior to the beginning of the appointment, whenever feasible. A bargaining unit faculty member on an academic year appointment is not required to accept a Summer Session appointment,

and will not be subject to discrimination and/or retaliation for declining a Summer Session appointment.

Section 3. The department or unit head may cancel a scheduled class or reassign a bargaining unit faculty member based on faculty expertise; student demand; unit, school, college, or university needs; and in accordance with approved policies. In the event that a course is cancelled, the department or unit will attempt to appoint the bargaining unit faculty member to a new assignment.

ARTICLE 19. NON-TENURE TRACK FACULTY (NTTF) REVIEW AND PROMOTION

Section 1. Reviews for Career NTTF will include: (1) regular reviews associated with contract renewal; and (2) promotion reviews. If a bargaining unit faculty member seeks promotion in a year when a contract review is due, only a single review must be completed. The decision on whether to promote and the decision on whether to renew, however, must be made independently.

Section 2. Policies and Procedures. The faculty in each department or unit that employs NTTF will develop written procedures and criteria for NTTF, which must comport with the general guidelines in Section 4 of this Article. Each department's or unit's promotion process will include a promotion review committee which should include tenure-track and tenured faculty and, where possible, NTTF at or above the rank sought by the candidate. Each policy will include a process for reviewing the performance of any adjuncts employed by the department or unit. Each policy will also address whether external reviewers will be included in the review and promotion process and how external reviews will be conducted. If reviewers external to the unit or university are included, they should be reviewers who can present a knowledgeable and objective evaluation of the candidate and his or her qualifications. External reviewers must be asked to base their evaluation and judgment on the criteria in use by the academic department or program.

The faculty in each department or unit will begin the process of developing a written policy setting forth the procedures and criteria for NTTF review and promotion, by first considering any input provided by the department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, unit head, or designee for review. The dean, unit head, or designee will document and discuss any revisions he or she makes to the policy with the faculty before submitting his or her recommended policy to Academic Affairs or the Vice President for Research, Innovation and Graduate Studies, as appropriate, who will have final authority to establish the policy for each department or unit. If the dean, unit head or Academic Affairs or the Vice President for Research, Innovation and Graduate Studies materially alters the faculty-recommended policy, he or she will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by

informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

The procedures and criteria for review and promotion must be made available to bargaining unit faculty members upon request, and published on the Academic Affairs or Research and Innovation website and in the department or unit. If procedures or criteria change during the course of an NTTF bargaining unit member's employment, the bargaining unit faculty member may elect between current criteria and those in effect during the six years prior to the initiation of a given review or promotion process.

Reviews Associated with Contract Renewal for Career NTTF

Section 3. Sections 3 through 5 apply to contract reviews for Career NTTF. Reviews for Career NTTF are for the purpose of determining if the NTTF member is meeting the standard of excellence appropriate to a major research university. They should be designed to help the NTTF bargaining unit members grow as scholars, researchers and educators, identify areas of strength, and identify areas that need improvement.

Section 4. While the details and structure of reviews are the responsibility of the University, reviews must follow these general guidelines:

- (a) Career NTTF must be reviewed in each contract period prior to consideration for renewal or once every three academic or fiscal years of employment, whichever is sooner. The review will consider the Career NTTF bargaining unit faculty member's performance since the last review.
- (b) For instructional Career NTTF, student course evaluations will be offered for all courses with five or more students. The evaluation of teaching will include a review of evaluations for each course taught. Career NTTF bargaining unit members are expected to undergo at least one peer review of teaching per contract period. The department or unit will identify the standards to be applied to these reviews and will establish a time frame for notification to the Career NTTF bargaining unit faculty member before a peer review is conducted.
- (c) Career NTTF in research appointments will be reviewed by established procedures to assess the quality of work performed and the outcomes of their contributions to the research program.
- (d) Librarians will be reviewed for demonstrated achievement in their professional roles in the Library.
- (e) To the extent applicable, the evaluation of scholarship, research, and creative activity will include an assessment of work quality, impact on the field nationally and internationally, and overall contribution to the discipline or program.

- (f) The review process will include an opportunity for the Career NTTF bargaining unit faculty member to discuss his or her efforts and performance with an appropriate supervisor at least once during each contract period.
- (g) As part of each contract review, a Career NTTF will have an opportunity to submit a personal statement containing information relevant to his or her performance of assigned duties and responsibilities.
- (h) In evaluating the performance of required professional development activities, the review will consider the availability of professional development funds, opportunities for professional development, and the Career NTTF bargaining unit faculty member's efforts to secure funding.
- (i) Career NTTF bargaining unit faculty members will be evaluated only by the criteria approved and made available to the faculty member.

Section 5. A Career NTTF bargaining unit member may hold appointments in more than one unit at the university. In such a case, the relevant vice presidents, deans, directors or designees will notify the NTTF in writing at the time multiple appointments are made which unit will oversee the review process and the criteria for promotion, if applicable.

Promotion Reviews for Career NTTF

Section 6. Eligibility for Promotion. Career NTTF will be eligible for promotion after accumulating six years of service at an average of .4 FTE or greater, accrued at no greater than three terms per academic year for bargaining unit faculty on nine month contracts, and at four terms per year for bargaining unit faculty on 12-month contracts.

Section 7. "Up or Out." For all Career NTTF bargaining unit members other than librarians, promotion is elective and does not involve an "up or out" decision. Career NTTF who do not wish to be considered for promotion may continue employment at their current rank as long as eligible to do so under Article 16, Contracts. Librarians must undergo review for promotion to associate librarian at the first time they become eligible. If promotion is denied, the librarian will receive a two year contract, and must come up for promotion again in the second year. If promotion is denied a second time, the librarian will receive a one year terminal appointment. Promotion from associate librarian to senior librarian is elective.

Section 8. Accelerated Review. An accelerated promotion review may occur in particularly meritorious cases as determined by the Provost or designee in consultation with the appropriate vice president, dean, department or unit head, and affected bargaining unit faculty member.

Section 9. Credit for Prior Service. When credit for prior service is agreed upon, the terms of hire will state the number of years of credit granted and the earliest date for

promotion eligibility. Teaching, scholarship, research, and creative activity completed by the bargaining unit faculty member during the period of prior service will receive full consideration during the promotion process if the bargaining unit member elects the earliest date for promotion review. Should a bargaining unit member who received credit for prior service at the time of hire choose to delay the review until completing the required six years at the University of Oregon, teaching, scholarship, research, and creative activity completed prior to arrival at the university will be of secondary consideration during the promotion process. Should the bargaining unit faculty member choose to use some, but not all of the credit for prior service, the focus of the review of teaching, scholarship, research, and creative activity will adjust appropriately so that, for example, four years at the University of Oregon would mean that at most two years of prior service will receive full consideration.

Section 10. Multiple or Joint Appointments. For NTTF bargaining unit members holding multiple or joint appointments, a memorandum will be completed at the time of hire or assignment specifying expectations for promotion review and identifying how the promotion process will be handled among the units. Such memorandum is not valid unless approved in writing by the bargaining unit faculty member and the Provost or designee.

Section 11. Initiating the Promotion Process. Candidates wishing to be considered for promotion should notify the appropriate department or unit head in the year prior to the year when promotion is sought, and must provide the following:

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the bargaining unit faculty member's current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for promotion. The personal statement should expressly address the subjects of teaching; scholarship, research and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.
- **Supervisors' letters of evaluation** (e.g., department heads for instructors, research mentor for research assistants).
- **Teaching portfolio (if applicable):** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material.

- **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.
- **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession, and the community, such as op ed pieces, white papers authored or co-authored by the faculty member, commendations, awards, or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.
- **Professional activities portfolio (if applicable):** A comprehensive portfolio of professional or consulting activities related to his or her discipline.
- **External reviewers (if applicable):** A list of qualified outside reviewers provided by the bargaining unit faculty member.

Section 12. Waiver of Access to Materials. Bargaining unit faculty members may choose to waive in advance in writing their access to see any or all of the evaluative materials (see Article 8, Personnel Files). Such waivers, however, shall not preclude the use of redacted versions of these documents in a denial review process. The redacted versions are intended to protect the identity of the reviewer. If redactions are insufficient to do so, the University may prepare a suitable summary. A waiver will be included in the promotion file.

Section 13. Notice of Meetings. A bargaining unit faculty member will receive at least three days' notice of any meeting or hearing which the member is invited or required to attend, with a dean or the Provost or designee regarding recommendations or decisions on promotion. The bargaining unit faculty member may have a colleague or Union representative present at the meeting as an observer.

Section 14. Evaluation file. The promotion review file should generally include the following information:

- Statement of duties and responsibilities
- Curriculum vitae
- Conditions of appointment
- Criteria for promotion
- Personal statement
- Supervisors' letters of evaluation
- Professional activities portfolio (if applicable)
- Teaching portfolio (if applicable)
- Scholarship portfolio (if applicable)

- Service portfolio (if applicable)
- External reviews (if applicable)
- Department or unit committee recommendation
- Department, unit, center or institute head's recommendation (if applicable)
- Vice president's, dean's or director's recommendation
- Waiver of access to materials (if applicable)

Section 15. Review by Department or Unit. Following the department's or unit's review and evaluation of the promotion file, the department or unit head will prepare a report on the merits of the promotion case. The report will include the department or unit-level promotion committee report and recommendation and a voting summary, and the department or unit head's own independent recommendation. The file will then be sent to the appropriate vice president, dean or director for review.

Section 16. Review by Vice President, Dean or Director. The vice president, dean, or director, as appropriate, will review the file, and may consult with appropriate persons and may ask for and document additional non-confidential information. Once the vice president, dean, or director deems the file complete, he or she will prepare a separate report and recommendation. The vice president, dean, or director will share his or her report and recommendation with the candidate and allow him or her 10 days from the date of receipt of the report to provide responsive material or information, which shall be included in the evaluation file. The vice president, dean, or director then will submit the complete evaluation file to the Provost or designee.

Section 17. Review by the Provost or Designee. The Provost or designee will review the file, with input from Academic Affairs and the Office of the Vice President for Research and Innovation, as appropriate, and decide whether to grant or deny promotion. The candidate will be notified of the decision in writing.

Section 18. Assumption of New Rank. Successful candidates for promotion will assume their new rank beginning with the next academic or fiscal year or the nearest next term of employment should their contract not begin with fall term.

Section 19. Reapplication for Promotion. An unsuccessful candidate for promotion may continue employment at his or her current rank as long as eligible to do so under this Agreement NTTF bargaining unit members who are denied promotion may reapply for promotion after having been employed by the university for an additional three years at an average of .4 FTE or greater, accrued at no greater than three terms per academic year.

Section 20. Appeal of Promotion Denial. Faculty who are denied promotion may appeal the decision through the procedures in Article 21, Tenure and Promotion Denial Appeal.

Section 21. Withdrawal of Application. A candidate may withdraw an application for promotion in writing to the Provost and the dean at any time before the Provost's decision.

ARTICLE 20. TENURE REVIEW AND PROMOTION

Section 1. This Article applies only to bargaining unit faculty members in the Tenure-Track and Tenured Professor classifications. Tenure is in the University, and not in a college, school, department, program or discipline. The award of tenure requires an express grant by the Provost communicated in writing to the bargaining unit faculty member and signed by the Provost. There is no de facto tenure. Tenure means that the bargaining unit faculty member's employment may be terminated only for cause (Article 24), or in case of program eliminations or reductions (Article 25).

Section 2. Eligibility for tenure review. Except as authorized in writing by the Provost or designee, a bargaining unit faculty member is entitled to a decision on tenure only after six consecutive academic or fiscal years of employment at 1.0 FTE per year or the equivalent of consecutive part time employment at or above .5 FTE per year. An appointment is considered consecutive even if interrupted by one or more approved leaves of absence. The period of an approved leave of absence does not count toward consideration for tenure unless the bargaining unit faculty member elects otherwise.

Tenure and Promotion Criteria

Section 3. The University follows the general timetable, process and standards of performance for evaluation and promotion as do many other public research universities, particularly AAU institutions. The University also considers AAUP guidelines for tenure review and promotion.

The tenured faculty in each department or unit will begin the process of developing a written policy setting forth tenure and promotion criteria that are consistent with university-wide criteria, by first considering any input provided by the department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will document and discuss any revisions he or she makes to the policy with the faculty before submitting his or her recommended policy to the Provost or designee. The Provost or designee will have final authority to establish the policy for each department or unit. If the dean, vice president, Provost or designee materially alters the faculty-recommended policy, he or she will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

Section 4. Each department's or unit's promotion and tenure criteria are intended to be consistent with those of other major research universities and shall include expectations, including the proportional weights, for each of the following, as defined by each department or unit:

- (a) Sustained high-quality, innovative scholarship in the faculty member's discipline, demonstrated through a record of concrete, accumulated research or creative activity;
- (b) Effective, stimulating teaching in courses taught and in contributions to ensuring academic success for undergraduate and graduate students, as applicable;
- (c) On-going, responsible service and leadership to the faculty member's students and department, the university, the community, and the faculty member's professional discipline more broadly.

These criteria will be available on the Academic Affairs website and in the department or unit.

Reviews

Section 5. Reviews for bargaining unit faculty members in the Tenure-Track and Tenured Professor classification will consist of (1) annual reviews for faculty not holding tenure; (2) mid-term reviews between appointment and tenure review for the faculty without tenure; (3) tenure and promotion review; (4) three-year post-tenure reviews for tenured faculty in the third year following a tenure or promotion decision or following a sixth-year post-tenure review; (5) promotion-to-full-professor review for tenured faculty in their sixth year or later after receiving tenure; and (6) sixth-year post-tenure review for tenured faculty in their sixth year following a tenure and/or promotion decision or following a previous sixth-year review.

Section 6. Annual Reviews. Each tenure-track bargaining unit faculty member who has not received tenure and is not in the process of a tenure review will have an annual review conducted by the department or unit head or designee. These annual reviews provide an opportunity to evaluate the tenure-track bargaining unit faculty member's performance and offer an opportunity to address problems and to support faculty members in their progress toward the mid-term and tenure reviews.

Mid-Term Reviews

Section 7. Timing. Each bargaining unit faculty member in the tenured and tenure-track classification who has not received tenure will have a mid-term review approximately half way between appointment and eligibility for tenure. The timing of this review generally will be established at the time of appointment, in that this review will usually take place during the last year of the bargaining unit faculty member's initial contract. A

successful review is one prerequisite for contract renewal. Review decisions will be made and communicated at least one month before the end of the initial contract.

Section 8. Initiating the Mid-Term Review. To initiate the mid-term review process, the department or unit head or designee will contact the bargaining unit faculty member during the fall term of the year in which the review will take place and request the following:

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member's current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.
- **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.
- **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material.
- **Service portfolio:** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession, and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.

Section 9. Department or Unit Head's Role: The department or unit head will obtain and place in the evaluation file copies of summary reports from the student evaluation process. The file must also include a recent peer evaluation of the bargaining unit faculty member's teaching. Once the department or unit head has obtained all of the appropriate documents and information, he or she will establish a committee of tenured faculty and

provide the committee with access to the documents and information. The department or unit head will then:

- (a) Obtain a report from the faculty committee including an assessment of the bargaining unit faculty member's progress toward tenure and promotion;
- (b) Prepare his or her own evaluation of the bargaining unit member's progress toward tenure and promotion;
- (c) Provide both the faculty committee's report and the department or unit head's own report to the bargaining unit faculty member and allow the faculty member 10 days from the date of the receipt of the reports to provide responsive material or information, which shall be included in the evaluation file; and
- (d) Submit the evaluation file to the appropriate dean.

Section 10. Dean's Role. The dean will review the file and may consult with appropriate persons and may obtain and document additional relevant information. Once the dean deems the file complete, he or she will prepare a separate report and recommendation. The dean will share his or her report and recommendation with the bargaining unit faculty member and allow the faculty member 10 days from the date of receipt of the report to provide responsive material or information, which shall be included in the evaluation file. The dean then will submit the complete evaluation file to the Provost or designee.

Section 11. Provost's Role. The Provost or designee will consider the cumulative recommendations received from department faculty, the department or unit head, and the dean, and then will decide the terms and duration of any subsequent appointment of the bargaining unit faculty member.

Tenure Review Process

Section 12. Initiating the Tenure Review Process. To initiate the tenure review process, the department or unit head will contact the bargaining unit faculty member no later than winter term of the year preceding the year in which a tenure decision is required and request the following:

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member's current research, scholarly and creative activities and accomplishments, including publications, appointments, presentations, and similar activities and accomplishments.
- **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative activity; and appropriate evidence of national or international recognition or impact.

- **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.
- **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions of course content and instructional expectations for courses taught by the bargaining unit faculty member, examples of student work and exams, and similar material.
- **Service portfolio:** Evidence of the bargaining unit faculty member's service contributions to his or her academic department, center or institute, school or college, university, profession and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations.
- **External reviewers:** A list of qualified outside reviewers provided by the bargaining unit faculty member.

Section 13. Schedule for Review of Tenure and Promotion Files. The Provost or designee will establish a schedule for the compilation and review of tenure and promotion files. If the bargaining unit faculty member fails to comply with the timeline established by the Provost for submission of materials, the department or unit head will notify the faculty member of the missed deadline by university email and the primary phone on record in the Banner system. If the faculty member does not respond within 14 days, tenure may be denied. If the faculty member responds within 14 days, the department or unit head will establish a new deadline for submission of all materials. The new deadline must allow the University adequate time to complete the tenure review process by June 15th. If the faculty member misses the new deadline, tenure will be denied.

Section 14. External reviews. The department or unit head will prepare a list of qualified external reviewers, with input from the department or unit faculty eligible to vote on a tenure and promotion case. The department or unit head will select a majority of the external reviewers, but the department or unit head's primary responsibility is to obtain the best judgments from the most highly qualified experts in the appropriate areas. Most, if not all, of the external reviewers should be at the rank for which the candidate is being considered or above (i.e., associate professor or professor for tenure and promotion to

associate professor; professor for promotion to professor). Reviewers generally should come from comparable institutions or programs. The suggestions regarding rank and affiliations of external reviewers apply to the majority of the reviewers and are not strict prohibitions, so there is flexibility to meet particular circumstances. A minimum of five substantive external evaluations is required for a tenure case to move forward.

The department or unit head will recruit external reviewers from this list and provide them with the candidate's signed and dated curriculum vitae, signed and dated personal statement, the candidate's scholarship portfolio and the department's or unit's adopted criteria for promotion and tenure.

Section 15. Faculty Review. The eligible faculty in the candidate's department or unit, or a personnel committee comprised of a subset of the eligible faculty (if the department's or unit's internal policy specifies the creation of such committee), will review the file and the external reviews, prepare a report, and vote. In cases where there are too few eligible faculty members to form a review committee within the candidate's department or unit, the department or unit head will work with the appropriate dean to establish a committee including appropriate faculty members from outside the department. A final vote will be conducted by signed ballot, and the ballots will remain confidential to the extent permitted by law.

Section 16. Review by Department or Unit Head, College or School Personnel Committee and Dean. The department or unit head will prepare an independent report and recommendation, and then forward the entire file to the appropriate dean. The file then will be reviewed by a school- or college-level personnel committee appointed by a process determined by the dean. The committee will prepare an independent report and vote, and will forward the entire file to the dean. This step may be bypassed in schools or colleges whose deans choose not to convene a personnel committee. The dean will then prepare an independent report and recommendation, and then meet with the candidate to discuss the case, review the recommendations made by the department committee, department or unit head, and the school or college-level personnel committee (if applicable), and the dean's own recommendation. The candidate will be provided with a redacted copy of the dean's report upon request. The candidate may provide responsive material for the file within 10 days of the meeting with the dean or the receipt of the redacted report, whichever is later. The dean will then forward the entire file to the Office of Academic Affairs.

Section 17. Provost's Review of File. The Provost or designee will review the promotion and tenure file for completeness and general presentation, and may request additional information from the dean. The file forwarded to the Provost or designee should include the following:

- Promotion and tenure checklist
- Voting summary

- Criteria for tenure and promotion
- Dean's evaluation and recommendation
- School- or college-level personnel committee recommendation, where applicable
- Department or unit head's evaluation and recommendation
- Department committee recommendation
- Letters of evaluation section, including:
 - A single copy of each letter used to solicit an external review
 - A list of the materials sent to the external reviewers
 - A brief biographical sketch of each reviewer, including indication of any relationship with the candidate and whether the reviewer was suggested by the candidate
 - The external letters of review
 - Documentation of declinations to review (typically copies of email notifications)
 - Any internal letters of evaluation
- Curriculum vitae (signed and dated by the candidate), as seen by the external reviewers. Updates may be provided by the candidate in the form of a list of specific changes rather than as a full additional curriculum vitae
- Personal statement (signed and dated by the candidate), as seen by the external reviewers
- Statement of waiver, partial waiver, or non-waiver (see Article 8, Personnel Files)
- Statement of duties and responsibilities
- Conditions of appointment, including a copy of the current notice of appointment and any memoranda in the case of joint or multiple appointments
- Teaching evaluations, including:
 - UO checklist for the evaluation of teaching

- List of all courses taught, including term, enrollment, and instructor and department mean scores for required questions
- List of any/all teaching awards, including awards from the department, school or college, university, and external sources
- List of all supervised dissertations, theses, and undergraduate honors papers
- Sample course evaluation questions
- Statistical summary page for each course taught
- Peer evaluations of teaching
- Evidence of contributions to institutional equity and inclusion (optional)
- Additional materials deemed necessary or advisable by the dean or Provost or designee
- A supplementary binder, which typically includes:
 - Full curriculum vitae of each external reviewer, if provided
 - Evidence of professional activities, including publications, as provided in the Scholarship Portfolio
 - Signed written student evaluations of teaching
 - A teaching portfolio, commonly including sample course materials such as syllabi, exams, homework assignments, etc. This material should be representative, not comprehensive, and may include other submissions, such as electronic websites for courses and other presentations of teaching efforts and innovations
 - A service portfolio, commonly including evidence of the candidate's service contributions to his or her academic department, center or institute, school or college, university, profession and the community. Such evidence could include white papers authored or co-authored by the faculty member, commendations, awards, op ed pieces, and/or letters of appreciation. The portfolio may also include a short narrative elaborating on the faculty member's unique service experiences or obligations

Section 18. University Faculty Personnel Committee Review. After the Provost or designee has reviewed the file and deemed it complete, the file is sent to the University Faculty Personnel Committee. The committee will review the file, request additional

information from the Provost or designee if necessary, and then discuss and record a vote by the name of each person voting. The committee will prepare a written summary of its discussion which will include the outcome of the vote.

Section 19. Provost's Decision. The Provost has plenary authority to award or deny tenure. The candidate will be notified in writing of the Provost's decision. The letter accompanying the decision will contain an explanation of the reasons underlying the Provost's decision, if the decision is to deny tenure or promotion. A tenured appointment may not be less than .50 FTE. If tenure is granted, the letter will include a statement indicating the FTE of the tenured appointment. The letter will be placed in the candidate's personnel file. The foregoing does not preclude a subsequent written agreement between the Provost or designee and the candidate adjusting the FTE of the appointment, so long as the appointment is at least .50 FTE.

Successful candidates are granted tenure and assume their new classification and rank at the start of the next academic year, or sooner at the discretion of the Provost. Candidates who are denied tenure will receive a notice of appointment which expires at the end of the academic or fiscal year following the one in which the application for tenure was submitted.

Section 20. Withdrawal of Application. A bargaining unit faculty member may withdraw an application for tenure in writing to the provost and the dean at any time before the Provost's decision. Upon withdrawal, a bargaining unit faculty member will receive a notice of appointment which expires at the end of the academic or fiscal year following the one in which the application for tenure was submitted.

Section 21. Promotion from Associate Professor to Professor. The process and timelines for review and evaluation for promotion from associate professor to professor are the same as those for promotion to associate professor and tenure, except that bargaining unit faculty members with tenure who are denied promotion from associate professor to professor will remain employed at the associate professor rank. The criteria for promotion from associate professor to professor will be developed as described in Sections 3-5 of this Article. Department or unit criteria for promotion to professor must be consistent with the general principles stated in those sections and must require that the candidate have engaged in significant service demonstrating leadership and commitment both within and outside the candidate's department or unit.

General Provisions Related to the Tenure Review Process

Section 22. Accelerated Review. An accelerated tenure review may occur in particularly meritorious cases as determined by the Provost or designee in consultation with the appropriate dean, department or unit head, and affected bargaining unit faculty member.

Section 23. Credit for Prior Service. When credit for prior service is agreed upon, the terms of hire will state the number of years of credit granted, the earliest date for tenure

consideration, and the required date for tenure consideration. Scholarship, research, creative activity, and teaching completed by the bargaining unit faculty member during the period of prior service will receive full consideration during the promotion and tenure process if the bargaining unit member elects the earliest date for tenure review. Should a bargaining unit member who received credit for prior service at the time of hire choose to delay the review for the full six years of full-time appointment at the University of Oregon, teaching, scholarship, research, and creative activity completed prior to arrival at the university will be of secondary consideration during the promotion and tenure process. Should the bargaining unit faculty member choose to use some, but not all of the credit for prior service, the focus of the review of teaching, scholarship, research, and creative activity will adjust appropriately so that, for example, four years of full-time appointment at the University would mean that at most two years of prior service will receive full consideration.

Section 24. Multiple or Joint Appointments. For bargaining unit members holding multiple or joint appointments, a memorandum will be completed at the time of hire or assignment specifying expectations for promotion and tenure review and identifying how the tenure and promotion process will be handled among the units. Such memorandum is not valid unless approved in writing by the bargaining unit faculty member and the Provost or designee.

Section 25. Notice of Meetings. A bargaining unit faculty member will receive at least three days' notice of any meeting or hearing which the member is invited or required to attend with a dean or the Provost or designee regarding recommendations or decisions on promotion or tenure. The bargaining unit faculty member may have a colleague or Union representative present at the meeting as an observer.

Section 26. Waiver of Access to Materials. Bargaining unit members have the right whether to waive in advance in writing their access to see any or all of the evaluative materials (see Article 8, Personnel Files). The choice by the bargaining unit faculty member to waive or not waive access to evaluative materials shall not be considered during the evaluation process. Such waivers, however, shall not preclude the use of redacted versions of these documents in a denial review process. The redacted versions are intended to protect the identity of the reviewer. If redactions are insufficient to do so, the University may prepare a suitable summary.

Section 27. Stopping of the “Tenure Review Clock:” The “tenure review clock” may be stopped in the following circumstances, at the bargaining unit faculty member’s discretion. The bargaining unit faculty member must decide whether to opt to stop the tenure review clock at the start of the leave or absence, or the tenure review clock will not be stopped during the leave or absence. The bargaining unit faculty member, however, may later opt to restore the period when the clock was stopped and may apply for tenure review at the time the bargaining unit faculty member would have become eligible without the stopping of the clock.

The tenure review clock may be stopped: (1) for one year upon the birth or adoption of a child; (2) for up to two years for approved leaves of absence without pay; or (3) in other extraordinary circumstances as approved by the Provost or designee.

Section 28. Report to the Union. The University will send the Union an annual report of all promotion and tenure decisions concerning bargaining unit faculty members in the Tenure-Track and Tenured Professor classification made by the Provost during the preceding academic year no later than the following September 1 and in accordance with applicable confidentiality requirements.

Post-Tenure Reviews

Section 29. The primary function of post-tenure review is faculty development. Post-tenure review is not a process to reevaluate the award of tenure. The failure of a faculty member to make substantial progress toward meeting the goals of a development plan established through the post-tenure review process may be evidence of inadequate performance. The post-tenure review process, however, may not be used to shift the university's burden of proof in a proceeding to terminate a tenured faculty member for cause.

Section 30. Third-Year Review. Tenured bargaining unit faculty members will have an interim review in the third year following promotion and a sixth-year major post-tenure review. The three-year review is conducted jointly by the bargaining unit faculty member and the appropriate department or unit head. As a result of the review, the department or unit head will prepare a brief statement and share it with the bargaining unit faculty member, who may respond in writing. The statement and any response will be placed in the bargaining unit faculty member's personnel file.

Section 31. Sixth-Year Review. Tenured bargaining unit faculty members will have a review in the sixth year following a promotion or a sixth-year post-tenure review.

Section 32. Initiating the Sixth-Year Review. To initiate the review process, the department head, unit head or designee will contact the bargaining unit faculty member during the fall term of the year in which the review will take place and request the following:

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the faculty member's current research, scholarly, and creative activities and accomplishments, including publications, appointments, presentations and similar activities.
- **Personal statement:** A 3-6 page personal statement developed by the bargaining unit faculty member evaluating his or her performance measured against the applicable criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative

activity; and service contributions to the academic department, center or institute, school or college, university, profession, and the community. The statement should also include discussion of contributions to institutional equity and inclusion.

- **Sabbatical portfolio:** A report of the accomplishments and benefits resulting from sabbatical, if applicable.

Section 33. Joint or multiple appointments. Tenured faculty members who hold joint or multiple appointments will be reviewed according to the criteria, and by the tenured faculty of equal or higher rank, of the primary unit. Input from appropriate reviewers (e.g., faculty, chair, dean) of the secondary unit, including performance reviews, teaching evaluations, service and research evaluations, must be considered by the primary unit as part of the review process.

Section 34. Department or Unit Head's Role. The department or unit head or designee will obtain and place in the evaluation file copies of summary reports from the student evaluation process. The file must also include a recent peer evaluation of the bargaining unit faculty member's teaching. Once the department or unit head has obtained all of the appropriate documents and information, he or she will establish a committee of tenured faculty members and provide the committee with access to the documents and information. The department or unit head or designee will then:

- (a) Obtain a report from the faculty committee including an assessment of the bargaining unit faculty member's performance;
- (b) Prepare his or her own evaluation of the bargaining unit faculty member's performance;
- (c) Provide both the faculty committee's report and the department or unit head's own report to the bargaining unit faculty member and allow him or her 10 days from the date of the receipt of the reports to provide responsive material or information, which shall be included in the evaluation file; and
- (d) Submit the evaluation file to the appropriate dean.

Section 35. Dean's Role. The dean will review the file and may consult with appropriate persons and may obtain and document additional relevant information. Once the dean deems the file complete, he or she will prepare a separate report and recommendation. The dean will share his or her report and recommendation with the bargaining unit faculty member and allow him or her 10 days from the date of receipt of the report to provide responsive material and information, which shall be included in the evaluation file. The dean will then submit the complete evaluation file to the Provost or designee.

Section 36. Provost's Role. The Provost or designee will consider the cumulative evaluations received from the faculty committee, the department or unit head, and the dean. If the Provost or designee concludes that the bargaining unit faculty member's overall performance is unsatisfactory, the dean and the department or unit head shall consult with the bargaining unit faculty member and recommend to the Provost a development plan for restoring the bargaining unit faculty member's performance to a satisfactory level.

ARTICLE 21. APPEAL FROM THE DENIAL OF TENURE OR PROMOTION

Section 1. Scope of Article. This Article provides the only process through which a bargaining unit faculty member may appeal a decision of the Provost to deny tenure or promotion. No other grievance or appeal process shall apply, except for alleged procedural violations, which shall be governed by Articles 22 and 23 of this Agreement.

Section 2. Grounds for Appeal. A decision of the Provost to deny tenure or promotion may be appealed only on the following grounds: (1) whether the Provost was presented with errors of fact that materially affected his or her decision; (2) whether the Provost disregarded or overlooked material evidence that was provided to him or her; (3) whether material information was unavailable to reviewers through no fault of the candidate; and (4) whether the Provost's decision was arbitrary or capricious.

Section 3. Access to Promotion and/or Tenure File. The bargaining unit faculty member may review that portion of the promotion and/or tenure file which is open. In addition, the bargaining unit faculty member may review a redacted copy of the closed portion of the file. If simple redaction would not guarantee the confidentiality of the sources of the documents in accordance with the bargaining unit faculty member's signed waiver statement, such documents may be replaced with substantive summaries. Requests for access to the promotion and/or tenure file must be submitted by the bargaining unit faculty member in writing to the Office of Academic Affairs, who will provide the file to the bargaining unit faculty member for review within 21 days of the receipt of the request.

Section 4. Election by Faculty Member. A bargaining unit faculty member may elect either to pursue his or her constitutional, statutory or common law rights with regard to a denial of tenure or promotion or seek appeal under this Article. The election to pursue such statutory or common law rights shall preclude the filing of an appeal under this Article regarding the subject denial. The election to file an appeal under this Article shall constitute a release and waiver by the bargaining unit faculty member of his or her constitutional, statutory and common law claims with regard to the subject denial.

Appeal of Tenure or Promotion Denial Where Such Notice Results in Terminal Appointment.

Section 5. Initiating an Appeal. A bargaining unit faculty member who is denied tenure or promotion and receives a terminal appointment may seek review of the decision by providing a written statement of appeal to the Provost no later than 90 days following receipt of the written decision denying tenure or promotion. A decision denying tenure or promotion is deemed received on the day sent to the official uoregon.edu email address of the bargaining unit faculty member.

To be considered, the appeal statement must be signed and dated and must include the following:

- the ground(s) for appeal being alleged;
- all arguments and supporting evidence the bargaining unit faculty member wishes to be considered;
- proposed resolution; and
- whether a formal or informal process is requested.

The bargaining unit faculty member may elect to have the appeal considered either informally or formally, but not both. In selecting the informal process, the bargaining unit member waives the right to a formal hearing. In selecting the formal process the bargaining unit member waives the right to use the informal process.

Section 6. Provost's Response to Appeal. Within 30 days of the receipt of the appeal, the Provost or designee shall prepare a written response and forward the appeal, together with his or her response, to the Chair of the University Promotion and Tenure Review Appeal Committee (PTRAC).

Section 7. Informal Process: Review of Written Materials by PTRAC. The PTRAC will consider the appeal on the basis of the written materials, consisting of the complete and unredacted tenure file, the bargaining unit faculty member's statement of appeal, and the response from the Provost. The PTRAC will prepare a written report based upon the evidence and submit it to the Provost within 30 days of the receipt of the appeal, or within 30 days of the start of Fall term classes, if the appeal is received by the PTRAC between May 1 and the start of Fall term. Should the PTRAC conclude that any of the grounds for appeal set forth in Section 2 of this Article are present, it shall so advise the Provost.

Section 8. Formal Process: Review by and Hearing before PTRAC. In addition to a review of the written materials as described in Section 7, the PTRAC may conduct a hearing, the purpose of which is for members of the PTRAC to ask questions of the

Provost or designee and the bargaining unit faculty member. The bargaining unit faculty member and the Provost or designee will be given at least five days' notice of the time and place for the hearing. The bargaining unit faculty member and his or her representative, the Provost or designee and his or her representative, the University's legal counsel, and staff to the PTRAC may be present at the hearing. The representatives shall be observers only. The bargaining unit faculty member and the Provost or designee are responsible for any expenses incurred in having a representative present.

The hearing shall be closed to all except the PTRAC, the bargaining unit faculty member, the Provost or designee, their representatives, the University's legal counsel, and staff to the PTRAC. The deliberations of the committee shall be closed to all, including the bargaining unit faculty member and the Provost or designee, except for the University's legal counsel and staff to the PTRAC.

The bargaining unit faculty member shall have access to the redacted record of the appeal (as it exists at any given time) and to recordings of the hearing. Neither the committee nor the University shall have any obligation to provide a transcript of the recording.

The PTRAC will prepare a written report based upon the evidence and submit it to the Provost within 15 days of the receipt of the hearing. The committee will also provide a copy of its report to the bargaining unit faculty member.

Section 9. Decision by the Provost. The Provost will consider the report of the PTRAC and notify the bargaining unit faculty member in writing of his or her decision on appeal within 21 days of the receipt of the PTRAC's report.

Section 10. Final Appeal to the President. If the bargaining unit faculty member disagrees with the Provost's decision on appeal, the faculty member may appeal in writing to the President of the University within 10 days of the receipt of the Provost's written decision. The President will notify the bargaining unit faculty member in writing of his or her decision within 21 days of receipt of the written appeal. The President's decision is final and binding and is not subject to grievance, arbitration or further appeal.

Section 11. Timelines. The bargaining unit faculty member and the PTRAC may agree in writing to an extension of the response time of the PTRAC. The bargaining unit member and the Provost or designee may agree in writing to an extension of the initial appeal deadline or the response time of the Provost or designee. The bargaining unit member and the President or designee may agree in writing to an extension of the appeal deadline to the President or the response time of the President.

"Days" means calendar days.

Appeal of Promotion Not Resulting in a Terminal Appointment

Section 12. Avenue of Appeal. A bargaining unit faculty member who is denied promotion that does not result in a terminal appointment may file a grievance under Article 22, Grievance Procedure, at Step 3, based only on the grounds described in Section 2 of this Article. The grievance must be filed no later than 90 days from the receipt of the decision denying promotion. The grievance will be heard by the Provost or designee. As part of the grievance process, the Provost or designee will appoint a committee of three faculty members at or above the rank to which the bargaining unit faculty member seeks to be promoted. At least one of the faculty members shall be appointed from a list of nominees furnished by the Union, and at least one of the committee members will be a bargaining unit faculty member. The committee will review the promotion file and make a written report to the Provost as to whether any of the grounds for appeal set forth in Section 2 of this Article are present.

If the Provost upholds the promotion denial, the bargaining unit faculty member may appeal to the President or designee in writing, within 10 days of the issuance of the Provost's decision. The President will review the file materials, including the committee report, and issue a written decision to the bargaining unit faculty member within 21 days of receipt of the written appeal. The President's decision is final and binding and is not subject to further grievance, arbitration or further appeal.

ARTICLE 22. GRIEVANCE PROCEDURE

Section 1. The objective of this Article is to secure a fair and equitable resolution of grievances at the lowest possible step of the grievance procedure. The procedures below shall be the sole method for resolving grievances.

Section 2. Definitions:

"Grievance" means an allegation that there has been a violation of a specific term of this Agreement.

"Grievant" means the member of the bargaining unit who initiates a grievance or the Union when it is the party who initiates a grievance.

"Day" means a calendar day.

Section 3. Grievance Steps.

Step 1. (Informal)

- (a) A bargaining unit faculty member shall first discuss a grievance with his or her department or unit head.

- (b) If the department or unit head is the subject of the grievance, the bargaining unit faculty member may proceed directly to Step 2.
- (c) If the department or unit head and the bargaining unit faculty member do not resolve the grievance within 10 days of the initial discussion, the bargaining unit faculty member may proceed to Step 2.
- (d) Any disposition of a grievance Step 1 shall not constitute a past practice or any precedent in the disposition of other grievances.

Step 2 (Dean, Vice President, or Designee)

- (a) Whether or not Step 1 is implemented, a grievant shall present a grievance to the Dean, Vice President, or designee in writing within 45 days following the date on which the grievant knew or reasonably should have known of the act, omission or condition which is the basis of the grievance.
- (b) The grievance shall be in writing and provide the information described in Section 6 below.
- (c) Grievances alleging any violation of Article 14, Non-Discrimination, must be filed within 180 days following the date on which the grievant knew or reasonably should have known of the act, omission or condition which is the basis of the grievance.
- (d) The dean, vice president, or designee shall meet with the grievant and his or her Union representative (if desired by the grievant) within 21 days of receipt of receipt of the written grievance.
- (e) The dean, vice president, or designee will send a decision in writing to the grievant within 14 days of the meeting.
- (f) Any disposition of a grievance at Step 2 shall not constitute a past practice or any precedent for the disposition of other grievances.

Step 3 (Provost or designee)

- (a) If the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the Provost or designee within 14 days of the issuance of the decision at Step 2.
- (b) The Provost or designee, but not the persons who heard the grievance at Step 1 or Step 2, will meet with the grievant and his or her Union representative (if desired by the grievant) within 21 days of receipt of the written grievance.

- (c) The Provost or designee will send a decision in writing to the grievant within 30 days of the meeting. Grievances against the Provost may be filed with the President or designee in lieu of the Provost. If the grievant is not represented by the Union, a copy of the decision will be sent to the Union forthwith.

Section 4. If the Union is the grievant, the grievance shall be filed at Step 3 no later than 45 days following the date on which the bargaining unit faculty member whose rights under this Agreement were allegedly violated knew or reasonably should have known of the act, event, or condition which is the basis of the grievance.

Section 5. General Provisions.

- (a) A grievant may represent him or herself at any step in the grievance process or may elect to be accompanied or represented by a Union representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- (b) The grievant and the University may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied.
- (c) The University's failure at any step of this procedure to communicate the decision on the grievance within the time limit, including any extension thereof, shall be deemed a denial of the grievance. The grievant's failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step but will not constitute a past practice or any precedent in the disposition of other cases.
- (d) A grievant may withdraw a grievance at any time.
- (e) All facts relevant to a grievance shall be presented by the parties with the objective expressed in Section 1 of this Article.

Section 6. Written grievances must include at least:

- (a) A statement describing the nature of the grievance, the approximate date of the events giving rise to the grievance, and the names of identifiable persons involved;
- (b) The provision of this Agreement that the grievant believes to have been violated and a description of how it was violated; and
- (c) The relief sought.

Section 7. A grievance may not be filed for an act, omission or condition which occurred prior to the effective date of this Agreement.

ARTICLE 23. ARBITRATION

Section 1. If the grievance brought under Article 22, Grievance Procedure, is not resolved at Step 3, the Union may submit the matter to arbitration.

Section 2. Notice of intent to arbitrate must be filed with the Provost within 21 days of date of issuance of the Step 3 decision.

Section 3. Within 10 days of receipt of the notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five days of the meeting, the party initiating arbitration shall request the Oregon Employment Relations Board to submit a list of five arbitrators with experience in higher education faculty employment cases, none of whom shall be an employee of the University, the Union, the AFL-CIO, the AFT, the AAUP, or any other labor organization, unless both parties agree otherwise in writing. The arbitrator shall be or shall have been a practicing attorney.

Each party shall alternately strike one name from the list of five. The parties will flip a coin to decide which party strikes first. The last remaining person on the list shall be selected as the arbitrator.

If the arbitrator selected cannot hold the hearing within 90 days and either party does not agree to an extension, a new list of five names shall be requested from the Oregon Employment Relations Board and the selection procedure shall be repeated.

Section 4. At least 10 days in advance of the scheduled hearing, the parties shall meet 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.

Section 5. The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed in writing by the parties. The hearing shall be held without unreasonable delay upon the arbitrator's acceptance of the case, but in no case less than 30 days or more than 90 days from the arbitrator's acceptance of the case, unless the parties agree in writing otherwise.

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 record will be deemed to have been closed as of such date.

Section 6. In a proceeding under this Article for which there is a submission agreement, the first matter 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 he or she finds relevant and necessary before determining arbitrability. Upon concluding that the issue is arbitrable, the arbitrator shall proceed with the case, with each party retaining the right to seek judicial review of the arbitrator's decision as to jurisdiction. Upon concluding that the arbitrator has no jurisdiction, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the case.

In the absence of a submission agreement, the arbitrator shall first decide the issue to be arbitrated, and then the question of the arbitrator's jurisdiction.

Section 7. The arbitrator derives authority wholly and exclusively from this Agreement. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this Agreement. Decisions relating to promotion or tenure may be challenged exclusively through the appeal process in Article 21, Appeal from the Denial of Tenure or Promotion.

Except as otherwise provided in this Agreement, the arbitrator shall have no authority to decide any issue relating to the merits of any academic judgment. For the purposes of this Agreement, "academic judgment" means a judgment by the University and those acting on its behalf concerning competence, performance, or academic standards. In cases involving academic judgment, the arbitrator shall not substitute his or her judgment for that of the University, nor shall the arbitrator review such decision except for the purpose of determining whether the procedural steps provided in this Agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of academic judgment is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate decision maker in accordance with relevant procedural steps.

Under no circumstances may an arbitrator override an academic judgment to direct that a bargaining unit faculty member be reinstated, appointed, reappointed, promoted or awarded tenure.

The arbitrator shall have no authority: (a) to award monetary damages, fines or penalties, except for back pay or benefits; (b) to make a decision limiting or interfering in any way with the powers, duties, or responsibilities of the University which have not been expressly limited by this Agreement; or (c) to consider the discipline of members of another bargaining unit or other University employees who are not members of the bargaining unit represented by this Union in rendering a decision.

Section 8. The arbitrator shall issue a decision within 30 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 issues submitted. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may seek judicial review of the decision as provided by law.

Section 9. All fees and expenses of the arbitrator shall be paid by the party not prevailing in the matter.

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 costs of any transcripts of the hearing required by the arbitrator shall be divided equally between the parties and each party will be furnished a copy. If either party wishes a transcript of the hearing, it may have one made at its own expense and shall be under no obligation to provide the arbitrator or the other party with a copy.

Section 10. The compensation of any bargaining unit faculty member called as a witness and/or serving as the Union representative in an arbitration hearing shall not be reduced for a reasonable period of time to prepare for and to give testimony at the hearing, or in the case of the Union representative, to represent the Union at the hearing. Every effort shall be made to avoid unduly disrupting the work of any bargaining unit faculty member called to serve as a witness.

ARTICLE 24. DISCIPLINE and TERMINATION FOR CAUSE

Section 1. No bargaining unit faculty member shall be subject to discipline without just cause. Discipline will be administered in a progressive manner. Some conduct warrants a substantial sanction or dismissal on the first occurrence. A history of discipline, whether identical in nature or not, may have a cumulative effect, resulting in a more severe sanction.

Section 2. As used in this Agreement, “discipline” shall be limited to the following:

- (a) Written letters of reprimand
- (b) Demotion
- (c) Loss of or reduction in benefits
- (d) Suspension with or without pay of various lengths
- (e) Loss of perquisites (an incidental payment, benefit, privilege, or advantage over and above regular income, salary, wages or benefits)

- (f) Restitution
- (g) Limitation on access to University owned or controlled property
- (h) Reduction in salary or contract period
- (i) Loss of tenure
- (j) Termination

In order to be considered disciplinary in nature, an action must be expressly identified as disciplinary by the University. Oral counseling, oral reprimands, remediation for a specific period of time, evaluations, and promotion and compensation decisions are not discipline.

Section 3. Termination of a bargaining unit faculty member prior to the expiration of his or her appointment, termination of a tenured bargaining unit member, or other action, taken for financial, programmatic or other administrative considerations shall not be covered by this Article.

Section 4. A bargaining unit faculty member has the right to have a Union representative present, to represent or accompany the member, in any meeting regarding discipline.

Section 5. The University will provide written notice and an opportunity to respond prior to termination of a bargaining unit faculty member or the imposition of discipline involving a loss of pay or benefits.

Section 6. All disciplinary actions covered by this Article are grievable under Article 22, Grievance Procedure. A grievance concerning suspension without pay or termination may be initiated at Step 3 of the grievance procedure.

Section 7. The University may place a bargaining unit faculty member on administrative leave with pay and impose other conditions on a bargaining unit faculty member that do not involve the loss of compensation while the University conducts an investigation or considers the imposition of discipline.

Section 8. Action by the University under this Article is not stayed by the filing of a grievance or by arbitration, except by mutual agreement.

Section 9. If a bargaining unit faculty member is absent without leave authorized under this Agreement for 21 consecutive days during any academic or fiscal year, the bargaining unit faculty member may be considered to have abandoned his or her position and voluntarily resigned from employment with the University. Before terminating the bargaining unit faculty member's employment, the University shall attempt to contact the bargaining unit faculty member by phone, at his or her University email address, at his or

her personal email address if on file in the Banner system, and by letter mailed to the last address on file in the Banner system, and shall provide the bargaining unit member with at least seven days to respond. The University's attempt to contact the bargaining unit faculty member may occur during the 21-day absence, or after. The University will provide the Union with notice of the termination of a bargaining unit faculty member under this provision. Nothing in this Article shall prohibit the University from reinstating a bargaining unit faculty member to his or her position.

ARTICLE 25. TERMINATION WITHOUT CAUSE FOR PROGRAM ELIMINATION OR REDUCTION

Section 1. Termination without Cause. A termination of a bargaining unit faculty member without cause under this Article may occur only as a result of eliminations or reductions of programs for financial reasons or for academic reasons as defined in this Article. The employment of a bargaining unit faculty member will not be terminated due to financial exigency during the term of this Agreement.

Section 2. Notice to Union. The University will provide the Union with reasonable notice that the reduction or elimination of a program is under consideration.

The University will give the Union and affected bargaining unit faculty members at least 30 days' notice prior to the effective date of a termination under this Article. The notice will include an explanation of the reason for the termination and the bargaining unit faculty members to be terminated. Upon the request of either party, the Union and the University will meet and discuss the specifics of the proposed terminations.

Section 3. Considerations for Termination. The University will determine which bargaining unit faculty members will be terminated based on the following considerations:

- (a) The University will retain bargaining unit faculty members who have the best skills and abilities to accomplish future work. In making such judgment, the University may consider all appropriate factors, including but not limited to: capacity to meet the needs of the University in the future; performance evaluation history; academic training; professional reputation; teaching effectiveness, research record or quality of scholarly or creative activity; and service to the profession, the University and the community.
- (b) In identifying bargaining unit members for termination, the University will consider its commitment to maintain diversity and its legal obligations regarding affirmative action.

The provisions of this Article do not apply to bargaining unit faculty members who have received notice of non-reappointment. Nothing in this Article affects the terms and conditions of employment of bargaining unit faculty members (a) on a visiting

appointment at the University, (b) whose positions are funding contingent, or (c) who are appointed for less than one academic year.

Section 4. Termination Resulting from Program Elimination or Reduction for Financial Reasons. A bargaining unit faculty member's employment may be terminated upon the determination by the President that a demonstrably legitimate financial need for program elimination or reduction exists.

Section 5. Termination Resulting from Program Elimination or Reduction for Academic Reasons. A bargaining unit faculty member's employment may be terminated upon the determination by the President that a legitimate academic need for a discontinuance or reduction of a program or department exists.

Section 6. Procedures for Faculty Input. The above determinations must be made pursuant to university procedures providing for faculty and other appropriate input and be based on financial or academic considerations that reflect long-range judgments about the academic mission of the university. Legitimate considerations allowing termination do not include cyclical or temporary variations in enrollment, or finances.

Section 7. Grievances. The determination that program reductions or eliminations should be made is not grievable. Whether the determination is a "but for" cause of a personnel action or whether the procedural requirements set forth in this Article were followed is grievable.

Section 8. Transfer to a Suitable Position. Before terminating a bargaining unit faculty member pursuant to a determination made under this Article, the University will make a reasonable, good faith effort to place the bargaining unit faculty member concerned in another suitable position of the same classification and rank within the university. A bargaining unit faculty member's refusal of such offer of reassignment will not affect his or her reemployment rights under this Article.

Section 9. Notice of Termination. Bargaining unit faculty members should be informed of a termination under this Article as soon as practicable. Tenured bargaining unit faculty members will be provided at least one year's notice; and tenure-track and career NTTF bargaining unit faculty members shall be given advance notice of at least one year or the duration remaining of their appointment, whichever is shorter. Bargaining unit faculty members scheduled for termination will receive written notice to their university email address or, if the faculty member does not have a university email address, by regular mail to their last address recorded in the Banner system. The notice will include the effective date of termination; the reason for the termination; and a statement of recall rights.

Section 10. New Appointments and Reemployment. If a bargaining unit faculty member's appointment is terminated under this Article, the work of the affected faculty member will not be performed by replacements within a period of three years, unless the

affected faculty member has been offered reinstatement and at least 30 days in which to accept or decline it. It is the bargaining unit faculty member's responsibility to keep the university advised of his or her current email address for receipt of such offers. If a bargaining unit faculty member refuses an offer of reemployment under this Section, his or her right to reemployment is extinguished.

ARTICLE 26. SALARY

Section 1. Across the Board Raises

- (a) **FY 13.** All bargaining unit faculty members hired on or before June 30, 2012 will receive a salary increase equal to 1.5% of salary effective January 1, 2013.
- (b) **FY 14.** All bargaining unit faculty members hired on or before December 31, 2012 will receive a salary increase equal to 1.5% of salary effective July 1, 2013.
- (c) **FY 15.** All bargaining unit faculty members hired on or before December 31, 2013 will receive a salary increase equal to 1.5% of salary effective July 1, 2014.
- (d) **One Time Payment.** This paragraph applies to bargaining unit faculty members employed on the effective date of this Agreement. Each bargaining unit faculty member employed at 1.0 FTE will receive a one-time payment of \$350, payable in the first regular paycheck after the expiration of 30 days from the effective date of this Agreement. Bargaining unit faculty members employed at less than 1.0 FTE will receive a prorated amount.

Section 2. Merit Raises

- (a) **FY 14.** The University will establish a pool for merit raises for all Tenure-Track and Tenured Professor bargaining unit faculty equal to 2.0% of the total base salary paid to all eligible bargaining unit faculty members in the Tenure-Track and Tenured Professor faculty classification.

The University will establish a pool for merit raises for all Non-Tenure-Track bargaining unit faculty members equal to 2.0% of the total base salary paid to all eligible faculty members in the Non-Tenure-Track Faculty classifications.

Bargaining unit faculty members will be consulted in developing the criteria and processes for allocating the respective merit pools within each department or unit. Such consultation shall be documented and faculty recommendations shall be accorded substantial consideration.

Criteria for allocating the merit pool shall take into account all teaching; scholarship, research, and creative activity; and service accomplishments since the last merit raise preceding the Agreement.

Each department or unit head will recommend merit increases, if any, for each bargaining unit member in the department or unit to the appropriate dean, vice president or designee, who will make recommendations to the Provost or designee.

Merit raises for FY 14 will be effective as of July 1, 2013.

- (b) **FY 15.** The University will establish a pool for merit raises for all Tenure-Track and Tenured Professor bargaining unit faculty equal to 3.5% of the total base salary paid to all eligible bargaining unit faculty members in the Tenure-Track and Tenured Professor classification.

The University will establish a pool for merit raises for all Non-Tenure-Track bargaining unit faculty equal to 3.5% of the total base salary paid to all eligible bargaining unit faculty members in the Non-Tenure-Track Faculty classifications.

- (c) All departments or units must have an approved policy for distributing merit pool money to bargaining unit faculty who meet or exceed expectations for teaching; research, scholarship, and creative activities; and service.

The faculty in the Tenure-Track and Tenured Professor classification and Career NTTF in each department or unit will begin the process of developing a written policy setting forth the criteria and procedures for the award of merit increases, by first considering any input provided by the department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will memorialize and discuss any revisions he or she makes to the policy with the faculty before submitting his or her recommended policy to the Provost or designee. The Provost or designee will have final authority to establish the policy for each department or unit. If the Provost or designee materially alters the faculty-recommended policy, he or she will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

Departmental or unit merit raise policies approved by the dean or vice president, and the Provost will be posted on the Academic Affairs website and be available in the department or unit.

For FY15, the criteria for allocating the merit pool shall take into account all teaching, research and service accomplishments since the last merit raise preceding the Agreement.

Merit raises for FY 15 will be effective as of July 1, 2014.

Section 3. Compression/Equity Adjustments

- (a) FY 15. The University will establish a pool of money to address equity for Tenure-Track and Tenured Professor bargaining faculty members equal to 1.5% of the total base salary paid to all bargaining unit faculty members in the Tenure-Track and Tenured Faculty classification.
- (b) The Joint Committee on Equity and Floors (see Section 6) will be responsible for constructing policies for guiding the distribution of monies in the equity raise pool to address internal and external equity.
- (c) Equity raises will be effective as of July 1, 2014.

Section 4. Salary Floors

- (a) **FY 14.** The University will establish a pool of money to be used to raise the salaries of all Non-Tenure-Track bargaining unit faculty members to the salary floors established by the Joint Committee on Equity and Floors. The pool shall be equal to up to 2% of the total base salary paid to all bargaining unit faculty members in the Non-Tenure-Track Faculty classifications. Increases from this pool will be effective July 1, 2013.
- (b) The Joint Committee on Equity and Floors (see Section 6.) will be responsible for establishing appropriate salary floors for all bargaining unit Non-Tenure-Track Faculty classifications, ranks, and units.

Section 5. Promotion Raises

All bargaining unit faculty members in the Tenure-Track and Tenured Professor classification who achieve promotion will receive an increase of at least 8% of base salary. Full professors who successfully complete their first major review after promotion to full professor in the highest category (exceeds expectations, fully satisfactory, positive evaluation on all criteria) will receive an increase of at least 8% of base salary. Full professors who successfully complete their first major review after promotion to full professor in the second highest category (meets expectations, satisfactory, positive on some but not all criteria) will receive an increase of at least 4% of base salary. All Career Non-Tenure Track bargaining unit faculty members who achieve promotion will receive an increase of at least 8% salary. These raises will become effective with the next regular appointment concurrent with or following the effective date of the promotion.

Section 6. Joint Committee on Equity and Floors

The Union and the University agree to form a Joint Committee on Equity and Floors (Joint Committee) charged with creating policies and procedures for guiding the

distribution of equity pool money and establishing floors for NTTF salaries (including post doctorate scholars).

- (a) **Composition.** The Joint Committee shall be made up of three members appointed by the Union and three members appointed by the University.
- (b) **Tenure-Track and Tenured Professor Equity.** The Joint Committee is charged with establishing policies and procedures for guiding the distribution of the monies in the equity pool for Tenure-Track and Tenured Professor faculty members. The Joint Committee will design a policy to address internal and external equity issues among Tenure-Track and Tenured faculty.
- (c) **Non-Tenure-Track Salary Floors.** The Joint Committee is charged with establishing appropriate salary floors for all Non-Tenure-Track Faculty classifications. The Committee may also review and recommend changes to the current NTTF classifications as necessary to implement appropriate NTTF salary floors.
- (d) **Publication.** The policies established by the Joint Committee will be published on the Academic Affairs website and provided by email to the Union.

Section 7. Retention Adjustments. To facilitate retention salary adjustments, the Provost or designee will establish a retention salary adjustment policy describing the criteria and procedures to be used in making retention adjustments for bargaining unit faculty members.

The retention salary adjustment policy will be published on the Academic Affairs website.

The Provost or designee will notify the Union of any retention adjustments made to the salary of a bargaining unit faculty member.

Section 8. Early Childhood (EC) CARES. This Article shall not apply to the bargaining unit faculty members employed by the university in its EC CARES program. Instead, the University will comply with the Memorandum of Understanding attached to this Agreement regarding compensation for employees in the EC Care program effective from 2011 through the expiration of this Agreement.

Section 9. Payment of Salary. Bargaining unit faculty members may opt to be paid in 12 equal monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit except in the case of emergency or unless another method of payment is required by law.

ARTICLE 27. HEALTH INSURANCE

Section 1. Bargaining unit faculty members employed at .50 FTE or greater are eligible, at their option, for medical, dental and vision insurance through PEBB.

Section 2. The University will continue employer premium contributions at the present levels for PEBB medical, dental, and vision benefits chosen by bargaining unit faculty members.

Section 3. Bargaining unit faculty members will have equal access to the same insurance benefits provided by the University to all unclassified university employees on the same terms and conditions.

ARTICLE 28. FRINGE BENEFITS

Section 1. All bargaining unit faculty members shall have equal access to the fringe benefits and services provided by the University to all unclassified employees as of the effective date of this Agreement, including, but not limited to:

- Parking permit
- LTD Bus Ridership Program
- Access to the University of Oregon Libraries services and collections
- Tuition Discounts provided through OUS tuition discount program
- Discounts on athletic tickets
- All EMU facilities, programs, and services
- Travel Clinic
- Professional Development Opportunity Fund

Bargaining unit faculty members will be subject to any changes in the cost charged to all other unclassified employees for these benefits and services.

Section 2. All bargaining unit faculty members shall be assigned, and shall be expected to use for university purposes, a University of Oregon email account, a Duckweb account, and a DuckID at least 15 days before the employment start date or as soon as practicable. Bargaining unit faculty members shall follow university procedures and provide requested information in order to obtain such services.

Section 3. The University shall provide all reasonable assistance to employees in securing federal student loan forgiveness, where applicable.

Section 4. Effective July 1, 2014, bargaining unit faculty members who are using the tuition discount provided through the OUS tuition discount program for the undergraduate education of a dependent child will be entitled to a second, concurrent tuition discount for a dependent child to attend undergraduate programs at the University of Oregon. The terms, conditions, eligibility requirements, and discount available applicable to this additional tuition discount will be the same as the terms, conditions, eligibility requirements and discount available under the OUS tuition discount program.

ARTICLE 29. RETIREMENT BENEFITS

Section 1. Bargaining unit faculty members shall be eligible to participate in the Public Employees Retirement System (PERS), the Oregon Public Service Retirement Plan (OPSERP), the Optional Retirement Plan (ORP), a Tax-Deferred Investment Program (IRC 403(b)), and the Oregon Savings Growth Plan as set forth by Oregon law.

Section 2. PERS and OPSERP. The University will make all employer contributions to PERS or OPSERP that are required by law. In addition, the University will make the annual contribution to the Individual Account Program required from employees (currently 6%) to the extent not prohibited by law.

Section 3. ORP. The University will make all employer contributions to the ORP required under ORS 243.800(9). In addition, the University will make the contributions to the ORP for each participating bargaining unit faculty member as required by ORS 243.800(8).

Section 4. Salary Increase in Lieu of 6% Pick Up

- (a) If the university is prohibited by law from continuing to make the employee contribution (generally known as the 6% pick up) for any bargaining unit faculty member and the legal obligation requiring bargaining unit faculty members to contribute 6% of salary to their retirement plan remains, the University will increase the affected bargaining unit faculty member's salary by 6% to the extent permitted by law. If the Legislature, the Higher Education Coordinating Commission, or the State Board of Higher Education reduces the university's budget as a result of a legal prohibition on paying the 6% pick up, the University's obligation to increase salary will be reduced accordingly.

The University will bargain with the Union over any remaining impacts on bargaining unit faculty members' salary after the implementation of this Article.

- (b) To the extent permitted by law, the University 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.

ARTICLE 30. BENEFITS FOR ELIGIBLE RETIRED BARGAINING UNIT FACULTY

Section 1. Eligibility. Bargaining unit faculty members who have at least five years of service at the University of Oregon and who have retired from university employment (as defined in Article 15, Academic Classification and Rank) are eligible for the following:

- (a) Post-retirement appointments outside of the Tenure Reduction Program (TRP). The University may offer an appointment to a retired bargaining unit faculty member for other than TRP assignments. The Provost or designee will determine the salary to be paid for such appointments, in accordance with the provisions of this Agreement. The University is not required to hire the retired bargaining unit faculty member at the same salary rate as his or her TRP rate.

The retired bargaining unit faculty member is solely responsible for determining the limits imposed by his or her retirement plan on hours worked or income received and for ensuring that the total amount of work performed does not compromise his or her retirement benefits.

- (b) Retired bargaining unit faculty members whose last pre-retirement FTE on record is .50 or greater may enroll in classes up to the maximum number of credit hours (space permitting). If the class is taken for credit, the bargaining unit faculty member will be charged the discounted staff tuition rate. Retired bargaining unit faculty may audit a class at no charge on a space-available basis with the instructor's permission. These benefits do not extend to family members of retired bargaining unit faculty members.
- (c) Retired bargaining unit faculty members receive a staff discount rate on season tickets for all sports.
- (d) Retired bargaining unit faculty members may join the ERB Memorial Union Craft Center at staff rates.
- (e) Retired bargaining unit faculty members will receive a UO ID card and a University of Oregon email account (subject to the provisions of this Agreement for use of an Oregon email account), and may also request access to the university's network. The retired faculty members' last department of affiliation may request that the retiree be granted access to Active Directory and Exchange.
- (f) Retired bargaining unit faculty members are granted the same access to UO library resources as active faculty.

- (g) Retired bargaining unit faculty members are eligible to receive one parking permit at no cost during terms when the retired faculty member is not on the university payroll, as long as the retired faculty member provides a signed statement from his or her department head identifying the meaningful contribution to the university made by the retired faculty member. Examples of meaningful contributions may include volunteer work at the university, participating in university events, and course enrollment.
- (h) Retired bargaining unit faculty members may join the Student Recreation Center (SRC) at a reduced membership rate.

ARTICLE 31. TENURE REDUCTION PROGRAM (TRP)

Section 1. Eligibility. To be eligible for either option under the Tenure Reduction Program (TRP), a bargaining unit faculty member must be a tenured faculty member and must be eligible to retire or become eligible to retire (as defined in Article 15, Academic Classification and Rank) within three years.

Section 2. TRP Options.

Tenure Reduction Option. A bargaining unit faculty member must sign up for the tenure reduction option at least one term but not more than three years prior to his or her expected retirement from the University. The bargaining unit faculty member will receive a one-time increase of 6% of his or her base salary effective at the beginning of the academic term following the signing of a TRP letter of agreement with the Provost or designee.

After the faculty member's retirement, the faculty member is eligible to work with reduced tenure (0.33 annual FTE for 9-month employees, 0.25 annual FTE for 12-month employees) on agreed-upon TRP assignments for five years. Department and unit heads will determine the TRP assignments in consultation with the retired bargaining unit faculty member. It is the responsibility of the bargaining unit faculty member to ensure that he or she does not work more hours or earn more income per year than is allowed by his or her retirement plan.

Tenure Relinquishment Option. A bargaining unit faculty member must sign up for the tenure relinquishment option at least one term but not more than three years prior to expected retirement from the university. The bargaining unit faculty member will receive a one-time salary increase of 6% of his or her base salary effective at the beginning of the academic term following the signing of a tenure relinquishment letter of agreement with the Provost or designee. Bargaining unit faculty members electing the tenure relinquishment option do not have the automatic right to receive any post retirement appointments.

Section 3. Future Salary Increases. Bargaining unit faculty members with a signed agreement for either option will be eligible for merit salary increases and will receive any across the board increases distributed prior to the end of their agreement period.

ARTICLE 32. LEAVES

Leave Policies on Website

Section 1. The University will maintain all of the leave policies applicable to bargaining unit faculty members on the Human Resources website.

Sick Leave

Section 2. All bargaining unit faculty members appointed at 1.0 FTE will be credited with eight hours of sick leave for each full month of employment, or two hours for each full week of employment less than one month. Bargaining unit faculty employed at .5 FTE or greater will be credited with a pro rata amount.

Sick leave is not earned or used during sabbatical leave, fellowship leave, career development leave, or leave without pay. Sick leave credit shall be earned during sick leave with pay and during other periods of paid leave. There is no limit on the amount of sick leave that may be accrued.

Section 3. Bargaining unit faculty members employed at less than .5 FTE do not earn sick leave. Bargaining unit faculty members employed at less than .5 FTE who need to miss work due to a legitimate illness will not be required to pay for a substitute. If the bargaining unit faculty member's absence does not qualify as FMLA or OFLA leave, the bargaining unit faculty member's pay will not be reduced because of the absence. If the absence qualifies as FMLA or OFLA leave, those statutes and regulations will apply in lieu of this provision.

Section 4. Bargaining unit faculty members who have earned sick leave credits must use and must record the use of sick leave for any period of absence during the faculty member's regular work hours on a day that the university is open during the term of the employee's appointment, if the absence is due to the employee's illness, injury, pregnancy or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or domestic partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness; or for any period of absence that is due to a death in the immediate family of the bargaining unit faculty member or in the immediate family of the bargaining unit faculty member's spouse or domestic partner.

The University may require a physician's certificate to support the sick leave claim for any absence in excess of 15 consecutive days or for recurring sick leave use. The University may require a physician's certificate before allowing the bargaining unit faculty member to return to work to certify that the return would not be detrimental to the bargaining unit faculty member or to others. Transfer of sick leave for use by another university employee is not permitted.

Section 5. Bargaining unit faculty members employed at .50 FTE or greater are eligible for salary continuance under the Short-Term and Long-Term Disability Insurance policies made available through the University. Bargaining unit faculty members who earn paid sick leave are also eligible for salary continuance for up to 90 calendar days of absence due to illness through a combination of accrued sick leave and advanced sick leave. Each faculty member employed at 1.0 FTE is entitled to receive a sick-leave-with-pay advance as needed to provide the difference between sick leave earned as of the onset of the illness or injury and 520 hours; faculty employed at less than 1.0 FTE are eligible to receive a sick-leave-with-pay advance proportional to FTE to provide the difference between sick leave earned as of the onset of the illness or injury and a prorate of 520 hours. As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time. No more than a 520-hour sick leave advance is available during a seven-year period that begins with the first sick leave advance. More than one sick leave advance is possible as long as the total advance does not exceed 520 hours during a seven-year period. Bargaining unit faculty members cannot receive an advance that extends beyond the end date of their current contract or appointment except upon written approval of the Provost or designee.

Section 6. A bargaining unit faculty member is entitled to transfer to the University of Oregon with all unused sick leave earned with any Oregon public university, provided the break in service prior to transfer does not exceed one month. A bargaining unit faculty member who leaves employment with the university, and then is rehired before the end of the fiscal year of the last day of employment, is entitled to reinstate the previous unused, accrued sick leave. A bargaining unit faculty member who terminates employment is not entitled to compensation for unused sick leave including in the calculation of retirement benefits under PERS.

Section 7. Bargaining unit faculty employed at .50 FTE or greater to teach summer session or to work on summer wage appointments are eligible to accrue and to use sick leave during the period of such appointment as provided in this Agreement.

Parental Leave

Section 8. The University will provide bargaining unit faculty members with leave upon the birth or adoption of a child as provided by the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). A bargaining unit faculty member who takes parental leave under FMLA or OFLA may take the first six work weeks of such leave with pay, in the following manner: As part of the first six weeks of leave, the bargaining

unit faculty member must use any available short term disability insurance benefits, all accrued vacation leave and all but 80 hours of accrued sick leave. If the bargaining unit faculty member does not have sufficient accrued disability insurance benefits and accrued paid leave to cover six weeks with full pay, the University will provide the faculty member with the necessary amount of paid parental leave to allow the faculty member to receive a total of six weeks paid parental leave. If both parents are employees of the University, both parents are entitled to this additional paid leave. Bargaining unit faculty members may use accrued sick leave for his or her remaining six weeks of parental leave (for a total of 12 work weeks of leave). In the event that the faculty member does not have sufficient accrued sick leave, employees may borrow advanced sick leave for the remainder of the last six work weeks pursuant to Section 5 above. Based on the timing of the birth or adoption, this paid leave may extend into a second term.

Section 9. A faculty member who is eligible for leave under the FMLA or OFLA also has the option, within six months after the birth or adoption of a child, to take up to one term of modified duties at full pay status. Modified duties status provides full or partial release from classroom and classroom-related teaching responsibilities at full pay following birth or adoption, without using accrued or advanced sick leave. Any release from or reduction of teaching responsibilities does not mean that the faculty member will be required to carry more than a normal load before or after the leave.

Section 10. To be eligible for the paid family leave benefit described in Section 7 and modified duties described in Section 8, bargaining unit faculty members must be in a Career NTTF or the Tenure-Track or Tenured Professor classifications. Use of these benefits shall not adversely affect the bargaining unit faculty member's standing or salary in any manner.

Section 11. Bargaining unit faculty members in the Tenure-Track and Tenured Professor classification who experience pregnancy, childbirth, or the adoption of a child and/or utilize parental leave shall have the option of an additional probationary year before a tenure or promotional review.

Vacation Leave

Section 12. Vacation means absence from work permitting rest and recreation for a specified period of time during which regular compensation continues. Bargaining unit faculty members gain vacation privileges when employed at .50 FTE or more on a 12-month appointment.

Section 13. Eligible bargaining unit faculty members accrue vacation on a monthly basis, beginning the first of the month following date of hire or on the first of the month if an employee is hired the first working day of the month. Vacation accrues on the last day of the month and is available for use the first day of the next month, subject to the restrictions in Section 14 of this Article. Faculty members who have a 9-month

appointment and are subsequently appointed to a 12-month contract shall receive credit for the previous 9-month appointment on a pro-rata basis.

Eligible bargaining unit faculty members with a 12-month, 1.0 FTE appointment accrue 15 hours of vacation per month; eligible bargaining unit faculty members on a .50 FTE or more 12-month contract accrue vacation in proportion to their FTE.

Section 14. No employee may accrue in excess of 260 hours, and any accrued vacation leave in excess of this cap will be forfeited.

Section 15. If an eligible bargaining unit faculty member transfers to the University of Oregon from another unclassified position at an Oregon public university and remains eligible for vacation accrual, he or she shall transfer all accrued vacation leave to the new position at the university, unless the break in service exceeds 30 days.

Section 16. The accrual of vacation leave is reduced on a pro-rata basis for a period of leave without pay, sabbatical leave and educational leave. Vacation leave is accrued during other periods of paid leave.

Section 17. Bargaining unit faculty members are not entitled to payment for unused vacation leave except upon termination of employment or upon transfer within the university to another position if the faculty member is not eligible for vacation benefits in the new position. The maximum number of hours that can be paid upon termination or transfer is 180 hours.

Section 18. Vacation leaves are scheduled with the approval of the bargaining unit faculty member's supervisor and should be planned cooperatively. Supervisors must be reasonable in allowing the use of vacation leave and may not unreasonably deny vacation requests where the result would be forfeiture of accrued vacation. For purposes of calculation, one normal work day is the equivalent of eight hours of vacation leave for a full-time employee.

Section 19. Bargaining unit faculty members must accurately record all vacation hours used. The transfer of vacation time for use by any another employee of the university is not permitted.

Holidays and Paid Leave During Breaks

Section 20. Bargaining unit faculty members earn the following paid holidays and cannot be required to work on these holidays, except as necessary to maintain or operate critical facilities or operations. If a bargaining unit faculty member is required to work on a holiday for that reason, he or she may take an equivalent amount of time off with pay at a later date, as approved by the bargaining unit faculty member's supervisor:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Section 21. Bargaining unit officers of instruction who do not earn vacation will be considered to be on paid leave during the week between Christmas and New Year's Day, and during the week of Spring Break.

Leave Without Pay

Section 22. A bargaining unit faculty member may petition the Provost or designee to be granted leave without pay. The granting of leave without pay is in the discretion of the Provost or designee. If granted, leave without pay may not exceed two academic or fiscal years, depending on the appointment.

Compliance with Laws

Section 23. The University will comply with applicable state and federal laws, including the ADA and the FMLA, regarding leaves and the accommodation of disabilities.

ARTICLE 33. SABBATICAL

Section 1. Sabbatical leave is granted to bargaining unit faculty for purposes of research, writing, advanced study, travel undertaken for observation and study of conditions in our own or in other countries affecting the applicant's field or related scholarly or professional activities. Sabbatical leave is granted when it can be shown that the applicant is capable of using this period in a manner which will thereafter increase the applicant's effectiveness to the university and to the state. Only the Provost or designee can approve applications for sabbatical leave.

Section 2. Eligibility. A bargaining unit faculty member appointed at .5 FTE or greater with the rank of Senior Instructor I or II, Senior Lecturer I or II, Associate Professor,

Professor, Senior Research Assistant I or II, Senior Research Associate I or II, Associate Research Professor, Research Professor, Associate Librarian or Senior Librarian may be considered for sabbatical leave:

- (a) After having been continuously appointed without interruption by a sabbatical leave for 18 quarters (excluding Summer Session) or, in the case of twelve-month faculty, 72 months; or
- (b) After having accumulated the equivalent of 6.0 FTE academic or fiscal years over an indefinite period of nine-month or 12-month appointments uninterrupted by a sabbatical leave.
- (c) Prior service at the ranks of Instructor, Lecturer, Assistant Librarian, Research Assistant, Research Associate, or Assistant Research Professor, when leading to a promotion to a higher rank, may be considered as part of the period of accumulated service for the purposes of the time requirements for sabbatical eligibility.

A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. An authorized leave of absence will not prejudice the bargaining unit faculty member's eligibility for sabbatical leave.

Bargaining unit faculty members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in Section 2(a) or (b) above. Cases involving mixed terms of service may be adjusted by the Provost or designee, in accordance with the principles set forth in this Article.

Section 3. Applying for Sabbatical. Applicants for a sabbatical leave must present a careful statement of plans for the leave period, and a justification of the leave in terms of the criteria stated above. The request must be accompanied by an official application form, a curriculum vitae, and a description of current teaching; scholarship, research and creative activity; service; and other professionally relevant activities.

Section 4. For institutional convenience, and at the initiative and sole discretion of the institution, a sabbatical leave may be delayed by up to two years. In such instances, the faculty member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. This section applies to a maximum of 14 consecutive years, covering two possible sabbatical leaves. The same agreement may be agreed to in subsequent fourteen-year periods.

Section 5. Salary received by a faculty member during a sabbatical shall be calculated as follows:

- (a) Salary during sabbatical leave shall be a percentage determined under Section 5 (b) or (c) of this Article of the bargaining unit faculty member's annual rate in effect at the time the sabbatical leave begins. The percentage is determined by multiplying the bargaining unit faculty member's base salary rate at the time of sabbatical leave by the average FTE at which the faculty member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave.
- (b) For faculty on 9-month appointment, salary shall be:
 - i. One academic year (three terms) on 60% salary determined under Section 5(a);
 - ii. Two-thirds of an academic year (two terms) on 75% salary determined under Section 5(a);
 - iii. One-third of an academic year (one term) on 100% salary determined under Section 5(a).
- (c) For faculty on 12-month appointments, salary shall be:
 - i. One year on 60% salary determined under Section 5(a);
 - ii. Two-thirds of a year on 75% salary determined under Section 5(a);
 - iii. One-third of a year on 100% salary determined under Section 5(a).

Section 6. At the end of the sabbatical leave, the bargaining unit faculty member shall submit a report of the accomplishments and benefits resulting from the leave to the department head, the dean, and the Provost.

Section 7. Each bargaining unit faculty member, in applying for sabbatical leave, shall sign an agreement to return to the university for a period of at least one year's service on completion of the leave. If a bargaining unit faculty member fails to fulfill this obligation, he or she shall repay the full salary paid during the leave plus the health care and retirement contribution paid by the University on his or her behalf during the leave. This amount is due and payable three months following the date designated in the sabbatical agreement for the faculty member to return to the university.

Section 8. Supplementing of Sabbatical Incomes. To the extent approved in writing by the Provost or designee, bargaining unit faculty members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms to the stated and approved purposes of the sabbatical leave.

Section 9. Effective Date. This Article applies to sabbaticals approved after the effective date of this Agreement.

ARTICLE 34. JURY DUTY

Section 1. When actual jury duty service interferes with the work assignment of a bargaining unit faculty member, he or she shall be entitled to leave with pay for the time away from work required by jury service and may keep any monies paid by the court for the service. Upon receipt of a summons to jury duty, a bargaining unit faculty member will inform his or her immediate supervisor of the date(s) for which the bargaining unit faculty member has been summoned to jury duty and will provide the supervisor with a copy of the summons.

ARTICLE 35. PROFESSIONAL DEVELOPMENT

Section 1. The University recognizes the importance of encouraging and supporting bargaining unit faculty members in professional development activities that enhance university instruction; scholarship, research and creative activities; and service and that further the university's academic mission. Professional development extends, but is not limited, to workshops, courses, professional conferences, and participation in professional organizations related to the bargaining unit faculty member's academic discipline and job duties.

Section 2. The faculty in each department or unit will begin the process of developing a written policy setting forth the procedures and criteria for applying for available professional development funds, by first considering any input provided by the department or unit head, dean, vice president, Provost, or designee. The faculty will submit their recommended policy to the appropriate dean, vice president, or designee for review. The dean, vice president, or designee will document and discuss any revisions he or she makes to the policy with the faculty before submitting his or her recommended policy to the Provost or designee. The Provost or designee will have final authority to establish the policy for each department or unit. If the Provost or designee materially alters the faculty-recommended policy, he or she will provide a written explanation for the change(s) to the faculty in the department or unit. The department or unit head, dean, vice president, Provost, or designee may initiate changes to established policies by informing the appropriate faculty of the change being considered, thereby initiating the process described in this Section.

Section 3. Approved policies shall provide that both Career NTTF and Tenure Track and Tenured Professor bargaining unit faculty members are eligible to compete for professional development funds in accordance with such policies.

ARTICLE 36. ETHICS AND PROFESSIONAL RESPONSIBILITY

Preamble. All persons affiliated with the university have the obligation to uphold the functionality, dignity, and integrity of the university. To fulfill that obligation, faculty members must maintain an environment conducive to integrity in research, scholarly and creative activity; teaching and learning; and service; and conduct themselves at all times with honesty and integrity.

Faculty members should be effective teachers in keeping with the accepted standards of each discipline; demonstrate respect for each student and thoroughly and fairly evaluate student performance in a timely manner; and avoid the exploitation of any student for private or personal advantage. Faculty members also should seek to develop and improve their scholarly competence in research and creative activity; and exercise critical self-discipline and judgment. In the exchange of criticism and ideas, faculty members must show due respect for the opinions of others, practice intellectual honesty and avoid plagiarism, fabrication, falsification or deception.

Section 1. Adherence to Law. Bargaining unit faculty members are responsible for becoming familiar with the laws and regulations pertinent to their areas of responsibility and professional competence, and for ensuring that they are in compliance with all applicable laws and regulations at all times. For bargaining unit faculty members engaged in federally funded research, this means ensuring that all required reports are complete, accurate and timely, and that funds are used exclusively for legitimate and lawful purposes.

Section 2. Accurate and Original Work. Bargaining unit faculty members will not plagiarize or fabricate work, and will not engage in unapproved falsification or deception in any aspect of their teaching; research, scholarship or creative activity; or service activities.

ARTICLE 37. CRIMINAL RECORDS CHECKS

Section 1. The University may require a state or nationwide criminal records check for any bargaining unit faculty member when required by federal or state law or regulation or when the bargaining unit faculty member:

- (a) Has direct access to persons under 18 years of age or to student residence facilities because the person's work duties require the person to be present in the residence facility;

- (b) Is providing information technology services and has control over, or access to, information technology systems that would allow the person to harm the information technology systems or the information contained in the systems;
- (c) Has access to information, the disclosure of which is prohibited by state or federal laws, rules or regulations or information that is defined as confidential under state or federal laws, rules or regulations;
- (d) Has direct access to hazardous chemicals and materials and other substances controlled by state or federal laws or regulations;
- (e) Has access to laboratories, nuclear facilities or utility plants to which access is restricted in order to protect the health or safety of the public;
- (f) Has fiscal, financial aid, payroll or purchasing responsibilities as one of the person's primary responsibilities; or
- (g) Has access to personal information about employees or members of the public including Social Security numbers, dates of birth, driver license numbers, medical information, personal financial information or criminal background information.

Section 2. For the purpose of requesting a state or nationwide criminal records check, the University may require the fingerprints of a bargaining unit faculty member.

Section 3. A bargaining unit member will cooperate with the University in the conduct of a criminal records check. Failure to cooperate may result in disciplinary action pursuant to Article 24 of this Agreement.

Section 4. The University will pay for criminal records checks requested by the University.

Section 5. A bargaining unit member may be subject to discipline based on the results of a criminal records check pursuant to Article 24 of this Agreement.

ARTICLE 38. DRUG AND ALCOHOL TESTING

Section 1. The University may conduct drug or alcohol testing of a bargaining unit faculty member when the University has an articulable basis for believing that a bargaining unit faculty member is or has been recently affected to a noticeable degree by consumption of alcohol or a controlled substance while performing job duties or responsibilities. Tests may include both the initial test and confirmation of a single specimen. The University will pay for such testing. If a bargaining unit faculty member wants additional tests conducted, the bargaining unit faculty member will pay for the additional tests.

Section 2. When the University receives notice of a bargaining unit faculty member's positive test, the University may take one or more of the following actions, where appropriate:

- (a) Require the bargaining unit faculty member to take accrued leave, or leave without pay if no accrued leave is available.
- (b) Limit the bargaining unit faculty member's access to all or certain University buildings or other property.
- (c) Mandate that the employee work with the University's employee assistance program to receive confidential assessment, counseling and referral for assistance with their identified drug and/or alcohol problem.
- (d) Take disciplinary action pursuant to Article 24 of this Agreement.

Section 3. A bargaining unit faculty member who refuses a test, or delays providing, adulterates or otherwise compromises a test sample may be subject to discipline pursuant to Article 24 of this Agreement.

Section 4. Nothing in this Article shall supersede provisions of the Americans with Disabilities Act or any other applicable statute or regulation.

ARTICLE 39. ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

Section 1. "University information assets" as used in this Article means all computer systems, applications, hardware, software, networks, internet access, platforms and/or devices provided by the university. University information assets are made available to bargaining unit faculty members for use in their work for the university. Any use of university information assets must comply with this Article and applicable law.

Section 2. Except to the extent set forth in this Agreement:

- (a) All university information assets belong exclusively to the university, and are not the private property of any bargaining unit faculty member.
- (b) The University owns all legal rights to control, transfer, or use all parts of University information assets.
- (c) The University may withdraw permission for use of its information assets in compliance with this Agreement or in circumstances that pose a risk to the security or integrity of the assets or information stored on them. Except for routine withdrawals of permission (that is, when the withdrawal is the result of cessation of employment), the University shall notify the Union in a timely manner of the action taken and the reasons for the action.

Section 3. Bargaining unit faculty members shall not use university information assets for any unlawful purpose or in any manner that conflicts with this Agreement. Use of university information assets shall comply with copyrights, licenses, contracts, intellectual property rights and laws associated with data, software programs, and other materials made available through those assets.

Section 4. The use of university information assets by bargaining unit faculty members shall respect the confidentiality of other users' information. Bargaining unit faculty members shall not attempt to: (i) access third party systems without prior authorization by the system owners; (ii) obtain other users' login names or passwords; (iii) attempt to defeat or breach computer or network security measures; or (iv) intercept, access, or monitor electronic files or communications of other users or third parties without approval from the author. Operation or use of university information assets shall be conducted in a manner that maintains the integrity of the assets and the information stored on them, and that will not impair the availability, reliability, or performance of university information assets, or unduly contribute to system or network congestion.

Section 5. Bargaining unit faculty members will use any antivirus, antimalware, or similar software that is furnished by the university.

Section 6. E-mail is provided to bargaining unit faculty members primarily for university-related business; however, bargaining unit faculty members may make personal use of their university email accounts so long as that use is reasonable in amount and does not interfere with work-related duties and responsibilities or unduly contribute to hardware, software or network congestion. No use of scramblers, re-mailer services, or identity-stripping methods is permitted. E-mail may be used for union business as set forth in this Agreement.

Section 7. Subject to law and applicable policy, authorized university personnel with a demonstrably legitimate need may access specific information assets in order to fulfill their official professional responsibilities. Limitations on this authority include the provisions of UO Policy No. 10.00.01, Data Access, requiring that such access must be only to the extent and for such time as a business need exists. The University will notify the Union in a timely manner of the action taken and the reasons for the action.

Bargaining unit faculty members will provide the University with documents not created or stored on university information assets as required to comply with federal or state public records disclosure statutes.

Section 8. Bargaining unit faculty members may make personal use of university information assets as long as there is no significant cost to the university and such use otherwise complies with this Agreement and applicable law and policy.

Section 9. Bargaining unit faculty members shall not use personal hardware or software to encrypt any information owned by the university so as to deny or restrict access to the

University, except in accordance with prior permission or direction from the Provost or designee.

Section 10. Bargaining unit faculty members shall not use university information assets for political purposes related to a candidate for public office or a ballot measure, or for solicitations related to commercial products or services.

Section 11. A bargaining unit faculty member shall:

- (a) Take reasonable steps to ensure the physical security of university information assets;
- (b) Report missing, lost or stolen university information assets to his or her supervisor immediately; and
- (c) Take reasonable steps to prevent the release of confidential information.

ARTICLE 40. NO STRIKE, NO LOCKOUT

Section 1. The Union, on behalf of its officers, agents, affiliates, and members, agrees not to engage in a strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work during the term of the Agreement or during the negotiations for a successor Agreement.

Section 2. In the event of a strike by other employees of the university, bargaining unit faculty members, if requested by the University, will consult about how work which was previously performed by a striking employee will be covered. Any work previously performed by a striking employee assigned to a bargaining unit faculty member shall be considered an overload assignment. Bargaining unit faculty members will not unreasonably refuse to perform such work.

Section 3. The University agrees not to lockout bargaining unit faculty members during the term of the Agreement or during negotiations for a successor Agreement.

ARTICLE 41. DISTRIBUTION OF THE AGREEMENT

Section 1. The University will post this Agreement on the Academic Affairs website and notify the Union of its posting within 21 days after the Agreement is signed and ratified by both parties. Deans and directors will send an email notifying current bargaining unit faculty members how to access the posting.

Section 2. The University will include in the initial appointment of new faculty who will occupy a bargaining unit position: (1) notice that the position offered is represented by United Academics; and (2) information as to how to access the Agreement on the Academic Affairs website.

ARTICLE 42. RIGHTS RESERVED TO THE UNIVERSITY

Section 1. The University shall retain all of its customary rights, powers and authority, except as limited below.

Section 2. All such rights, powers and authority are subject to the following limitations:

- (a) Those imposed by this Agreement or applicable law;
- (b) The management rights referenced in Section 1 above do not constitute a waiver of, and shall not in any way be deemed to waive, any rights the Union possesses under law to bargain over subsequent changes with respect to mandatory subjects of bargaining.

ARTICLE 43. TOTALITY OF AGREEMENT

Section 1. The parties acknowledge that during the negotiations that resulted in this Agreement, the Union and the University had the unlimited right and opportunity, consistent with previously adopted ground rules, 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 arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole agreement between the parties.

Section 2. During the term of this Agreement, neither party shall 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.

Section 3. Notwithstanding the above, nothing in this Agreement precludes the parties from mutually agreeing in writing to alter, amend, supplement, enlarge, modify or delete provisions of this Agreement.

ARTICLE 44. SEVERABILITY

Section 1. It is the expressed intent of the parties that, if any court of competent jurisdiction, government regulation, or decree at any time declares any provision of this Agreement invalid, such decision shall not invalidate the entire Agreement. All other provisions not declared invalid or not incomparable therewith shall remain in full force and effect.

Section 2. Should either party believe that a court of competent jurisdiction, government regulation or decree has declared any provision of this Agreement invalid, they may request that the parties enter into expedited bargaining as per ORS 243.698.

ARTICLE 45. NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1. For the purpose of negotiating a successor Agreement, the Union will send written notice to the University no later than 180 days prior to the expiration of this Agreement indicating its desire to negotiate a successor Agreement.

Section 2. Prior to commencement of negotiations, the Union and the University 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. Negotiation of the successor Agreement shall begin no later than 150 days prior to the expiration of this Agreement or such date thereafter as may be mutually agreed upon by the parties.

Section 3. The Union agrees to schedule a ratification vote by the membership within two weeks, excluding finals week, of the date of signing a tentative agreement with the University on a successor Agreement. If the parties reach agreement during the summer, the parties may mutually agree to delay ratification of the Agreement until the second week of Fall term.

Section 4. This Agreement will expire on June 30, 2015. The parties will comply with the applicable provisions of ORS Chapter 243 in negotiating a successor Agreement and with regard to rights, obligations and procedure if a successor Agreement is not signed prior to the expiration of this Agreement.

ARTICLE 46. DEFINITIONS

As used in this Agreement:

“Academic year” means, generally, the period from September 15th through the date of commencement the following June.

“Days” means calendar days.

“Department or unit” means the lowest level academic subdivision to which a faculty member is appointed. A bargaining unit faculty member’s department or unit, for example, could be a school or college, or a department or unit within a school or college. If a bargaining unit faculty member performs work for more than one department or unit, his or her “department of unit” for purposes of this Agreement is the one to which the faculty member is officially appointed.

“Department or unit head” means the person immediately in charge of a bargaining unit faculty member’s department or unit. For example, the “department or unit head” could be a program head, department head, dean, or vice president, depending on the circumstances.

“Fiscal year” means the 12-month period from July 1 through June 30 of the following year.

“NTTF” means faculty in Non-Tenure Track Faculty classifications.

“TTF” means faculty in the Tenure-Track and Tenured Professor classification.

“OUS” means Oregon University System.

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Freedom of Inquiry and Free Speech

Last Updated: 07/01/2010

Effective Date: 07/01/2010

Responsible University Office And Contact Person

[Academic Affairs](#) [1]

[Doug Blandy](#) [2]

Policy Number:

01.00.16

Reason for Policy:

To describe University policy and commitment regarding free speech and freedom of inquiry.

Policy Statement:

The University of Oregon values and supports free and open inquiry. The commitment to free speech and freedom of inquiry described in this policy extends to all members of the UO community: Faculty, staff, and students. It also extends to all others who visit or participate in activities held on the UO campus.

Free speech is central to the academic mission and is the central tenet of a free and democratic society. The University encourages and supports open, vigorous, and challenging debate across the full spectrum of human issues as they present themselves to this community. Further, as a public institution, the University will sustain a higher and more open standard for freedom of inquiry and free speech than may be expected or preferred in private settings.

Free inquiry and free speech are the cornerstones of an academic institution committed to the creation and transfer of knowledge. Expression of diverse points of view is of the highest importance, not solely for those who present and defend some view but for those who would hear, disagree, and pass judgment on those views. The belief that an opinion is pernicious, false, and in any other way despicable, detestable, offensive or "just plain wrong" cannot be grounds for its suppression.

The University supports free speech with vigor, including the right of presenters to offer opinion, the right of the audience to hear what is presented, and the right of protesters to engage with speakers in order to challenge ideas, so long as the protest does not disrupt or stifle the free exchange of ideas. It is the responsibility of speakers, listeners and all members of our community to respect others and to promote a culture of mutual inquiry throughout the University community.

Access to UO facilities and space is governed by a complementary policy, [Scheduling Use of UO Facilities](#). [3]

Exclusions and Special Situations:

The UO recognizes the contribution made by the University of Michigan policy statements and practice guides in this formulation of UO Policy.

Forms/Instructions:

[Scheduling Use of UO Facilities](#). [3]

Who is Governed by this Policy:

All staff, faculty, students, and visitors at the University.

Who Should Know This Policy:

Anyone who visits or participates in activities held on the UO campus.

Reviewed and Approved By:

Richard W. Lariviere, President

Date: 12/28/2010

Issued by:

Senior Vice President and Provost

Date: 06/07/2010

Revision History:

Revision 1:

In January 2010, the Provost charged a work group, led by Russ Tomlin, to review and revise the current Campus Speakers policy. The work group included representatives from the faculty (Margie Paris-Law, Tim Gleason-SOJC), administration (Brian Smith-VPFA, Kathie Stanley-VPSA, and Beverlee Stilwell-Provost Office) and General Counsel (Randy Geller). The workgroup was also supported administratively by Pam Palanuk and Marilyn Skalberg.

The workgroup developed a draft policy that was discussed with the Faculty Advisory Council, the Deans, and Leadership Council. The draft policy was posted for comment on both the Provost's and Senate websites.

The final version incorporating revisions based on the ensuing feedback was reviewed and adopted by the Senate with minor revisions at its last meeting of May 26, 2010. The policy was approved by the Executive Leadership Team on June 7, 2010.

12/28/2010 Approved by President. [<signature document>](#) [4]

Links:

[1] <http://academicaffairs.uoregon.edu/>

[2] <mailto:dblandy@uoregon.edu>

[3] <http://policies.uoregon.edu/policy/by/1/04000-facilities/scheduling-use-facilities>

[4] http://policies.uoregon.edu/files/policy-library/uploads/Lariviere_12-28-10_approval.pdf

Dated: November _____, 2013.

UNIVERSITY OF OREGON

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Jamie Moffitt, Vice President for Finance
and Administration & CFO

Tim Gleason, Dean, School of Journalism
and Communication

Doug Blandy, Senior Vice Provost for
Academic Affairs

Sharon A. Rudnick, Spokesperson

Dated: November _____, 2013.

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Scandinavian

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Gina Psaki, Professor, Romance Languages

Michael Mauer, Spokesperson

David Cecil, Spokesperson

MEMORANDUM OF UNDERSTANDING

BETWEEN: United Academics (UA)

AND: University of Oregon (UO)

RE: One-time Reclassification of Adjunct Faculty

RECITALS:

A. UA is the exclusive representative of a bargaining unit comprised of faculty of the University of Oregon (except for those faculty excluded by law or agreement). UO is the employer of the faculty.

B. UA and UO are negotiating the first collective bargaining agreement (CBA) which will include an article defining the classifications and ranks for bargaining unit faculty members. In general, faculty members are employed in specific positions. The positions are classified; the faculty members holding them are ranked. All positions will be classified according to the system described in Article 15, Classification and Rank. All faculty members must be identified with a classified position and hold a particular rank within that classification.

C. The parties intend this MOU to govern a one-time reclassification of positions and current adjunct faculty members upon the implementation of the parties' first CBA.

AGREEMENTS:

1. As soon as practicable after the effective date of the CBA, the head of each department or unit will examine the position held by each bargaining unit faculty member in the department or unit classified as adjunct according to the following:

a. Review of short term appointments: If the bargaining unit faculty member has held her or his position for all or part of AY 2011-12 and AY 2012-13 and has been issued a contract for all or part of AY 2013-14, then the position held by that faculty member will be classified as ADJUNCT unless the head and bargaining unit faculty member agree that the intention of the appointment was that it would be an ongoing appointment. If the faculty member and head so agree, then the position and faculty member will be considered under the review of long-term appointments (b) below.

b. Review of long term appointments: If the bargaining unit faculty member, currently classified as ADJUNCT, has served in the same position for three academic years prior to AY 2013-14 and has been issued a contract for AY 2013-14, then her or his position and appointment to that position will be considered as follows:

(1) If the head determines that the position is ongoing without substantial changes in assigned work and that the faculty member has performed in that position to the standards of the unit as published or practiced, then the head shall define the position as a CAREER position according to Article 15 and the incumbent shall be directly appointed to that position at the lowest rank in the classification. If the unit head determines that the position will substantially change in assignment or FTE, then (3) below applies.

(2) If the head, utilizing the department or unit's established review process, determines that the position is ongoing but that the incumbent has not performed to the standards of the unit as published or practiced, then the position shall be defined as a CAREER position according to Article 15 and the incumbent will be appointed to that position for the remainder of the contract year. The faculty member will be reviewed prior to contract renewal in accordance with Article 19. If she or he is not renewed, she or he will receive the notice as required by Article 16.

(3) If the unit head determines that the position is not ongoing beyond the current (AY 2013-14) contract, then the position will remain classified as ADJUNCT. Since the retained adjunct position will have exceeded the three year duration allowed under Article 16, the position will be eliminated at the end of the AY 2013-14, unless it is being continued as an adjunct position for pedagogical or programmatic reasons as defined in Section 13 of Article 16. If the work formerly assigned to the eliminated position is made part of a new position, the new position may combine responsibilities formerly assigned to more than one adjunct position but cannot be classified as ADJUNCT except for legitimate pedagogical or legitimate programmatic reasons as defined in Section 13 of Article 16. If the reviewed position is ongoing, but will change substantially in work assigned or FTE, then the position will be replaced with a new, Career NTTF position reflecting the changes.

New positions created as a result of this process may be filled through either internal or external searches at the discretion of the head and with the approval of the appropriate dean or vice president, and the Provost or designee.

(4) If the faculty member disagrees with the decision of the unit head in (3) regarding whether the faculty member's position was ongoing, she or he may challenge the head's decision through the grievance process (Article 22). Decisions about contract renewal beyond AY 2013-14 will be governed by Articles 16, 19, and 25.

- c. Other appointments. For faculty members and positions not included in (a) or (b), these positions will be classified as ADJUNCT and their incumbents appointed according to Article 15.
2. All reclassifications to CAREER positions are retroactive to July 1, 2013 (for 12-month appointments) or September 16, 2013 (for 9-month appointments).
3. Department or Unit Restructuring. Following the initial reclassification process in which all positions are classified according to (1), units may choose to take no further action (and so will continue the slate of CAREER positions established during the process and will continue or eliminate adjunct positions according to the CBA). Units may instead choose to restructure non-tenure track positions (e.g. by combining positions into higher FTE positions or by converting remaining adjunct positions into career positions). In this case, the unit or department shall develop a plan describing the changes and establishing a timeline for implementation. Any changes to CAREER positions must be done according to Articles 15, 16, 19, and 25. Plans will be developed by the unit head in consultation with all departmental faculty.
4. Promotion Review. The appointment of faculty to newly reclassified positions will be at the lowest rank of the classification. Prior service to the University in either ADJUNCT or CAREER positions will count toward a faculty member's eligibility for promotion. Faculty members with six or more years of service prior to AY 2013-14 with an average appointment of at least .4 FTE will be eligible to be considered for promotion to the next rank during AY 2013-14 following Article 19. Faculty members who are successfully promoted to the next rank within their classification who have more than six years of service at .4 FTE or greater may count these additional years toward their eligibility to be considered for promotion to the next highest rank. For example, if a faculty member has nine years of service as an adjunct and is appointed to a CAREER position, then she or he may be considered for promotion immediately. If the faculty member is promoted, then she or he will have three years toward promotion to the next level and so may be considered for the next promotion in the third year following the first promotion. Faculty members considered under this MOU with fewer than six years of prior service may count these years toward future promotion eligibility.

Dated: November _____, 2013.

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MEMORANDUM OF UNDERSTANDING

BETWEEN: United Academics (UA)

AND: University of Oregon (UO)

RE: Joint Committee Regarding Intellectual Property Article

RECITALS:

A. UA and UO have reached an agreement on an initial collective bargaining agreement. That agreement does not address the subject of Intellectual Property.

B. The parties desire to address the subject of Intellectual Property on the following terms.

AGREEMENTS:

1. Within 30 days of the ratification of the collective bargaining agreement, each party will designate three persons to participate in discussions designed to produce agreement on the full range of issues raised at the bargaining table with respect to proposed Article 51, Intellectual Property. Recommendations produced by this working group will be forwarded to the University and to United Academics for possible revision and approval. Any agreement reached will be incorporated into the collective bargaining agreement as memoranda of understanding.

2. Until final approval of any agreement by the parties and its incorporation into the collective bargaining agreement, the status quo regarding intellectual property will be maintained.

Dated: November _____, 2013.

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