

## **Article 1 – Recognition**

**[No Section]:** Adds the faculty in EC CARES to the list of faculty excluded from the bargaining unit.

## **Article 4 – Internal Governance Policies**

**Section 3:** Clarifies meaning of previous language guaranteeing Career NTTF “appropriate and equitable” participation in faculty governance:

- a. *The participation must be appropriate. Appropriate participation includes, but is not limited to, departmental activities such as unit meetings, voting, and committee membership. There must be documented and legitimate structural, pedagogical, or programmatic reasons for determining that a class of faculty (TTF or Career NTTF), a particular classification, a particular rank, or a particular FTE level should not participate in a particular aspect of governance.*
- b. *When participation is appropriate, it must also be equitable. Equitable participation requires a level of parity that allows TTF and Career NTTF in a department or unit to have a meaningful role in governance. Equitable participation does not mean that governance roles for every faculty member must be exactly the same or that there must be absolute proportionality in governance for all faculty classifications and ranks.*

**Section 4:** Gives faculty a mechanism to modify unit policies.

## **Article 6 – Policies and Practices**

**Section 3:** Requires the University to send the Union notification to changes in policy within 10 days.

## **Article 7 – Faculty Handbook**

**Section 1:** Establishes that electronic download of the faculty handbook will be available at the beginning of each academic year.

## **Article 8 – Personnel Files**

**Overall:** Clarifies the distinction between faculty files and faculty records.

**Section 3:** Clarifies the charge for copies of faculty records:

*A bargaining unit faculty member shall have the right to receive a copy of each of his or her personnel records, including records kept by Affirmative Action, which has probable or potential relevance to an active grievance. For requests pursuant to this provision, 2.5 hours of the highest compensated chargeable staff time related to the production of these documents will be waived. All records requests related to a single grievance will be combined for purposes of the fee waiver.*

## **Article 9 – Union Rights**

**Section 2:** Recognizes the Union as a faculty group that therefore has the right to use university facilities on the same basis as other such groups.

**Section 4:** Gives the Union access to additional information about faculty, including ID numbers, job title, and contract length.

#### **Article 11 – Release Time**

**Section 1:** Clarifies release time for union officers and bargaining team members. Mandates that course release must be taken in a minimum of .10 FTE increments.

**Section 2:** Expands the release for the bargaining team by .10 FTE.

#### **Article 12 – Facilities and Support**

**Section 2:** Eliminates a provision that recognized the university’s “past practice” with regards to office space allocation as the acceptable current standard.

**Section 5:** Clarifies the policy on assigning classroom space.

**Section 6:** Expands the right to retain and access UO email, Duckweb, and university courseware (Canvas) for at least two terms after the end of employment to Pro Tem (adjunct), Visiting, and Postdoctoral faculty.

#### **Article 13 – Health and Safety:**

**Section 4:** Guarantees the Union the right to “full participation” on development of workplace violence prevention policies.

#### **Article 14 – Non-Discrimination**

**Section 2:** **Non-discrimination** training must be offered at multiple times in multiple locations in recognition that such training is now available online.

**Section 4:** Deletes the language barring a faculty member from filing both a grievance and a lawsuit in relation to a claim of discrimination.

#### **Article 15 – Academic Classification, Category, and Rank**

**Section 2:** Adds “Visiting” as an NTTF classification. Changes the classification “Adjunct” to “Pro Tem.”

**Section 3:** Adds “categories” to the classification and rank system.

**Section 4:** Clarifies which ranks go with which categories.

**Section 6:** Bars the university from replacing a non-renewed Career position with a Pro Tem or Postdoc position within 2 years unless approved by the Provost.

**Section 7:** Limits the length of a Pro Tem position to 3 years. After 3 years, a Pro Tem position must be converted to a Career position. In rare cases and for pedagogical or programmatic reasons, the Provost can authorize the continuance of a Pro Tem position beyond 3 years.

**Section 8:** Limits the length of a Postdoc position to 3 years. A Postdoc position can be extended another 2 years with approval of the Provost.

**Section 9:** The University must submit an annual report to the Union of all permissions to extend either Pro Tem or Postdoc positions.

**Sections 10, 11, 12:** Clarifies the reclassification process.

## **Article 16 – Notices of Appointment**

**Overall:** We agree to call the employment contract an “appointment” to avoid confusion with the Collective Bargaining Agreement which is typically called “the contract.” The previous CBA also referred to “contracts” and “appointments” interchangeably.

**Section 1:** [Sections 9-11 in previous CBA.] Notice of renewal must now include “Expected FTE” for the coming academic year. Guarantees Career NTTF with funding-contingent appointments who have been promoted at least 30 days notice before the non-renewal of their appointment.

**Section 2:** Establishes that career NTTF with a non-funding contingent appointment who have achieved promotion can only have their appointments non-renewed for four specific reasons.

- a. Failure to meet the standards of excellence at a major research university, as determined through the procedures developed in accordance with Article 19; or*
- b. Inadequate resources within the unit or department to continue funding the bargaining unit faculty member’s position; or*
- c. Pedagogical or programmatic reasons, including but not limited to, departmental adjustments necessary to accommodate graduate students; or*
- d. Replacement of the NTTF position(s) with a Tenure-related position.*

**Section 3:** Grievances related to non-renewal decisions can be initiated at the Step 3 level.

**Section 4:** The University will send the Union an annual report on non-renewal decisions.

**Section 6:** FTE must be included in notices of appointment.

**Section 8:** Adds timelines for notice of appointments for Career NTTF.

**Sections 10-13:** Clarifies the length of appointment for all Career NTTF, including funding contingent faculty.

**Section 14:** Allows termination of appointment for Career NTTF with funding contingent appointments for lack of funding, changing programmatic need, or poor performance. Provides for notice and a chance to remedy performance issues before termination for poor performance.

**Section 21:** Clarifies provisions for replacement of work in the event a class is cancelled for lack of enrollment.

#### **Article 17 – Assignment of Professional Responsibilities**

**Sections 9 and 10:** Specific programs and courses can be assigned as overload and be compensated with a lump sum.

#### **Article 18 – Summer Session Appointments and Assignments**

**Section 1:** Provides for an abbreviated policy development process:

*The colleges or schools will provide language to be included in every policy governing compensation, appointments, and budgeting surrounding Summer Session. The language shall include the University of Oregon summer payroll practices guidelines developed in November 2014. The college or school language will be reviewed and edited by a review committee made up of three University representatives and three Union representatives before being forwarded to departments or units. Final department policies will be approved by the Dean's Office.*

#### **Article 19 – Non-Tenure Track Faculty (NTTF) Review and Promotion**

**Throughout:** Clarifies the difference between “multiple” and “joint” appointments. A multiple appointment describes a situation where a faculty member has separate appointments in two or more departments. A joint appointment describes a situation where two or more units have cooperated on a single hire.

**Section 4(a):** A faculty member who has multiple contracts in a single year (usually funding contingent appointments) need only be reviewed once per year.

**Section 5:** Clarifies when Career NTTF should apply for promotion, and who is eligible for promotion. Lowers the annual FTE requirement to qualify for promotion from .40 FTE to .30 FTE.

**Sections 19-26:** Adds new sections related to the promotion process for research assistants and research associates.

#### **Article 20 – Tenure Review and Promotion**

**Throughout:** TTF may choose which criteria they will be reviewed under, if their unit's criteria have changed during the period before or between reviews.

**Throughout:** Department heads must provide a faculty member undergoing a review with the faculty committee report, if a such a report exists and the unit has a policy of providing such reports.

**Section 38:** Echoes the provisions in Article 26 concerning raises for faculty who have successfully completed their six-year post-tenure review.

### **Article 21 – Appeal from the Denial of Tenure or Promotion**

**Overall:** Eliminates the need for a faculty member to choose between filing a tenure denial appeal and pursuing a lawsuit.

**Section 3:** A faculty member who has been denied tenure will be notified of their right to seek assistance during the appeals process from the Union.

**Section 4:** Eliminates the University's ability to submit a summary of the closed portion of the tenure file in lieu of a redacted version.

**Section 7:** A faculty member may peremptorily challenge one member of PTRAC.

**Section 9:** PTRAC may hear from witnesses during a formal appeals hearing; faculty members have the right to legal counsel present at the formal hearing, in addition to non-legal counsel; faculty members have the right to choose to have the meeting open or closed to the public.

### **Article 22 – Grievance Procedure**

**Section 1:** Clarifies the timeline (45 days) for having an informal discussion with unit head.

**Section 2:** Clarifies the timeline for filing a Step 2 grievance with the dean or vice president's office.

**Section 5:** Extends the timeline for filing a discrimination grievance to 180 days and for filing a harassment grievance to 365 to reflect state law.

### **Article 23 – Arbitration**

**Section 1:** Eliminates language requiring an arbitration to be held within 90 days of the acceptance of the case.

### **Article 24 – Discipline and Termination for Cause**

**Section 5:** Clarifies the right to notice and 5 days to respond before the imposition of discipline causing the loss of pay or termination.

**Section 7:** Limits to 75 days the amount of time a faculty member can be placed on administrative leave with pay. The university can extend the timeline once with notification and extend it again with permission.

### **Article 26 – Salary**

Reproduced in full at the end of this document.

### **Article 27 – Public Employee Benefits**

**Section 2:** Clarifies the “employer premium contributions.”

**Section 4:** Provides for timely notice of benefits for new or returning faculty.

### **Article 28 – Fringe Benefits**

**Section 1:** Extends most fringe benefits to all faculty.

**Section 5:** Provides for formation of a committee to determine best practices to support the child care needs of the campus community.

**Section 6:** Fees for applying for H-1B or J1 visas will be paid by the university.

**Section 7:** If the university causes a visa application to be late, the university will pay the premium processing fee to expedite the process.

### **Article 29 – Retirement Benefit**

**Overall:** Clarifies references to governing laws and regulations.

### **Article 32 – Leaves**

**Section 2:** Provides for formation of a committee to explore forming a sick leave bank.

**Section 4:** Limits to 5 the number of consecutive sick days a faculty member with a less than .5FTE appointment can take.

**Section 6:** Clarifies eligibility for disability insurance.

**Sections 10-13:** Clarifies parental leave provisions.

**Section 23:** Provides overload pay for faculty required to work on campus during paid leave.

### **Article 35 – Professional Development**

**Section 2:** Provides for an abbreviated policy development process:  
*Every unit will have a policy setting forth the procedures and criteria for applying for and/or distributing available professional development funds.*

*Each college or school will provide language to units to be included in every policy governing professional development. The college or school language will be reviewed and, edited a review committee made up of three University representatives and three Union representatives before being forwarded to departments or units. Final department policies will be approved by the Dean's office.*

*Policies must (a) provide that both Career NTTF and Tenure Track and Tenured Professor bargaining unit faculty member are eligible to compete for professional development funds and (b) comply with all provisions of the collective bargaining agreement.*

*Policies will be available to faculty by January 1, 2016.*

## **Article 45 – Negotiation of Successor Agreement**

**Section 4: Provides for a three year contract term.**

## **Article 26 – Salary**

### **Section 1. Across the Board Increases**

- (a) FY 16. On January 1, 2016, all bargaining unit faculty members with appointments in FY 16 will receive a 2.0% increase to their base salary.
- (b) FY 17. On January 1, 2017, all bargaining unit faculty members with appointments in FY 17 will receive a 0.75% increase to their base salary.
- (c) FY 18. On January 1, 2018, all bargaining unit faculty members with appointments in FY 18 will receive a 0.75% increase to their base salary.

### **Section 2. Merit Raises**

- (a) **FY 16.** There will be no merit raises for fiscal year 2016.
- (b) **FY 17.** The University will establish a pool for merit raises for all Tenure-Track and Tenured faculty equal to 2.25% of the group's total base salary (prorated for FTE) in FY 16. To be eligible for the merit raise, the Tenure-Track or Tenured Professor faculty member must have an appointment on December 31, 2016.

The University will establish a pool for merit raises for all Career Non-Tenure-Track faculty members equal to 2.25% of the group's total base salary (prorated for FTE) in FY 16. To be eligible for the merit raise, the Career Non-Tenure-Track faculty member must have an appointment on December 31, 2016.

Merit raises for FY 17 will be effective as of January 1, 2017.

- (c) **FY 18.** The University will establish a pool for merit raises for all Tenure-Track and Tenured faculty equal to 2.25% of the group's total base salary

(prorated for FTE) in FY 17. To be eligible for the merit raise, the Tenure-Track or Tenured Professor faculty member must have an appointment on December 31, 2017.

The University will establish a pool for merit raises for all Career Non-Tenure-Track faculty members equal to 2.25% of the group's total base salary (prorated for FTE) in FY 17. To be eligible for the merit raise, the Career Non-Tenure-Track faculty member must have an appointment on December 31, 2017.

Merit raises for FY 18 will be effective as of January 1, 2018.

### **Section 3. Funding Contingent Faculty**

- (a) In no case will a funding contingent faculty member be awarded retroactive salary increases. In lieu of retroactive pay, funding contingent faculty members will be entitled to a lump-sum equivalent to the retroactive pay to be distributed no less than three months after the retroactive pay would have otherwise been provided.
- (b) Funding contingent faculty who are principal investigators on the sponsored project that funds their own salary may petition the Provost or designee to delay or forgo an increase in their own salary as required under this Agreement.

### **Section 4. Salary Floors**

- (a) Effective July 1, 2016, the following minimum salary floors will be in effect for all career NTTF appointments:
  - i. PE/Rec \$26,000
  - ii. Research Assistants \$34,000
  - iii. All Others \$39,000
- (b) The minimum salary floor for Pro Tem and Visiting NTTF will be 90% of the corresponding career floor.
- (c) The minimum salary floor for Postdoctoral Scholars will be the same as subsection (a)(iii) above.

Effective July 1, 2017:

- (a) The minimum salary floor for Postdoctoral Scholars on 12-month appointments will be no less than the amounts set according to the NIH Postdoctoral minimum salary schedule and the floor will be adjusted each year pursuant to that NIH schedule.
- (b) The minimum salary floor for Postdoctoral Scholars on 9-month appointments



- will be no less than the amounts set in subsection (a)(iii) above.
- (c) Postdoctoral Scholars on 12-month appointments shall not be entitled to any merit or across the board increases pursuant to this Article.

### **Section 5. Promotion Raises**

- (a) 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.
- (b) 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. Full professors who successfully complete subsequent major reviews will receive an increase of at least 4% of base salary.
- (c) 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. 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 7. 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.

**Section 8. Academic Extension.** Notwithstanding other provisions of this agreement, assignments in the academic extension program may be compensated at a rate to be agreed to by the academic extension administration and the bargaining unit faculty member without regard to the bargaining unit member's existing base salary. Compensation for assignments in the academic extension program may be lump sums.

### **Section 9. Workload Adjustments.**

- (a) If a NTTF bargaining unit faculty member has his or her FTE reduced with no demonstrable corresponding reduction in workload, then the bargaining unit faculty member's base salary will be increased in proportion to the FTE reduction.
- (b) If a NTTF bargaining unit faculty member has his or her workload significantly increased with no corresponding increase in FTE, then the bargaining unit faculty member's base salary will be increased in proportion to the workload increase.
- (c) Both parties recognize that professional responsibilities ebb and flow throughout a contract period. The provisions of this section are not meant to address minor or normal fluctuations in workload.
- (d) This Section will sunset with the expiration of the terms of the 2015-2018 agreement.

**Section 10. Equity Studies.** During the terms of this Agreement, the University and the Union will meet to examine external equity issues as they relate to faculty. Additionally, the parties will develop a set of external comparators appropriate to the university and gather data that is comparable to the job categories under the Career classification. The goal of this work will be to build a body of external NTTF comparators and have data to inform further discussion about how best to improve the university's recruit, retain, and equitably compensate NTTF during the next round of bargaining.

**Section 11.** The parties agree to work in good faith toward a memorandum of understanding that will provide a mechanism for the university to study salary equity issues related to gender and other protected classes within the Tenured and Tenure-Track faculty ranks.

**Section 12. Equity Increase for Librarians.** On January 1, 2016, all Career NTTF employed in the University of Oregon Libraries will receive a 1% raise to base salary as an external equity adjustment.

**Section 13. Lump Sum Payment.** On November 30, 2015, bargaining unit faculty members shall receive a \$650 lump sum prorated based on their November 2015 FTE.