

TENTATIVE AGREEMENT (1/24/2025)

1 UNITED ACADEMICS MEDIATION PROPOSAL (1/24/2025)  
2 UNITED ACADEMICS COUNTERPROPOSAL (7/2/2024)  
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/16/2024)  
4 UNITED ACADEMICS COUNTERPROPOSAL (5/2/2024)  
5 UNIVERSITY OF OREGON COUNTERPROPOSAL (4/18/2024)  
6 UNITED ACADEMICS PROPOSAL (2/1/2024)  
7

8 Document Key

9 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

10  
11 [Package. This is a package proposal with Article 15, 19, 20, and 34.]  
12

13 ARTICLE 15. ACADEMIC CLASSIFICATION AND RANK

14  
15 Section 1. The University shall assign each bargaining unit faculty member the classification,  
16 category, and rank that most closely reflect the duties described in their appointment and job  
17 description.  
18

19 Section 2. Classification

20  
21 The following are the classifications that apply to faculty bargaining unit positions. A  
22 classification identifies the type of position.  
23

- 24 a. **Tenure-Related Classifications:** The Tenure-Related Classifications include all paid  
25 appointments in which bargaining unit faculty members are either eligible to be  
26 considered for, will become eligible to be considered for, or have received, tenure.  
27
  - 28 i. **TENURE-TRACK AND TENURED:** A paid position wherein an individual is  
29 designated by the University in writing as eligible for tenure or has been granted  
30 tenure in writing by the Provost.
  - 31
  - 32 ii. **ACTING:** A tenure-track paid position for individuals intended by the University  
33 to become tenure-track assistant professors but who have yet to complete the  
34 terminal degree.  
35
- 36 b. **Career-Related Classification:** The Career-Related Classification includes all ongoing  
37 paid appointments in which bargaining unit faculty members are not eligible for tenure.  
38
  - 39 i. **CAREER:** A paid position that has been granted an expectation of continued  
40 employment as defined in Article 16, Section 10.  
41
- 42 c. **Limited-Duration Classifications:** The Limited-Duration Classifications include all  
43 paid appointments of limited duration in which bargaining unit faculty members are not  
44 eligible for tenure.  
45
  - 46 i. **VISITING:** A paid appointment of limited duration (up to three years) for (1) an  
47 individual who holds a like, similar, or relevant appointment at another institution

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48 or (2) pursuant to norms of the specific discipline, an individual who has recently  
49 obtained a terminal degree and is seeking further professional experience prior to  
50 seeking a professorship.

- 51
- 52 ii. PRO TEMPORE: A paid appointment that is intermittent or of limited duration,  
53 except as provided in Section 6.
- 54
- 55 iii. POSTDOCTORAL SCHOLAR: A paid, mentored research position that is of  
56 limited duration (up to three years) for individuals who have earned a doctoral  
57 degree. Postdoctoral mentors may petition the Office of the Provost for an  
58 extension of no more than two years. Permission to continue a position in the  
59 Postdoctoral Scholar classification for longer than three years must be granted in  
60 writing by the Office of the Provost.
- 61
- 62 iv. POSTBACCALAUREATE SCHOLAR: A paid, mentored research position that  
63 is of limited duration (up to five years) for individuals who have earned a  
64 bachelor's or equivalent degree.
- 65
- 66 v. RETIRED: A paid appointment post-retirement that is of limited duration. A  
67 bargaining unit faculty member can be appointed to the retired classification if  
68 they retire, resign, or have been terminated without cause from employment with  
69 the university, and are:
- 70
- 71 i. eligible for unreduced or reduced benefits under the Public Employees  
72 Retirement System (for participants in PERS) or the Oregon Public  
73 Service Retirement Program (for participants in OPSRP);
- 74
- 75 ii. eligible under Internal Revenue Service rules to withdraw funds from an  
76 account established under Optional Retirement Plan and meets the  
77 requirements for unreduced or reduced benefits under their plan.
- 78

79 This classification includes the post-retired or emerit faculty described in Article  
80 1, Recognition.

81

### 82 Section 3. Category & Rank

83

84 The following are the categories and ranks that apply to bargaining unit positions. A category  
85 describes a rank or group of ranks. Ranks define the level of promotion within a category.  
86 *[Existing language, moved up from Section 11 below.] A change in rank within a category*  
87 *requires a promotion.*

88

- 89 a. PROFESSOR: This category can only be used in the Tenure-Track or Tenured, Acting,  
90 Visiting, or Retired classifications. Duties are in all three areas of independent research,  
91 scholarship, and/or creative inquiry; instruction; and service. Ranks in this category in  
92 ascending order are assistant professor, associate professor, and professor.
- 93

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- 94 b. **CLINICAL PROFESSOR:** This category can only be used in the Visiting, Career, Pro  
95 Tem, or Retired classifications. Primary duties are in the area of clinical instruction or  
96 research. Ranks in this category in ascending order are assistant clinical professor,  
97 associate clinical professor, and clinical professor.  
98
- 99 c. **PROFESSOR OF PRACTICE:** This category can only be used in the Visiting, Career,  
100 Pro Tem, or Retired classifications. Primary duties are in the area of research or  
101 instruction. This category is to be held by eminently qualified professionals who have had  
102 a major impact on fields and disciplines important to University of Oregon programs. A  
103 Professor of Practice will:  
104
- 105 i. have a substantial basis of experience equal to a tenured professor (normally a  
106 minimum of 12 years) and a national/international reputation for excellence  
107 reflected in a record of significant accomplishments;  
108
  - 109 ii. have a profile of accumulated professional accomplishments fully congruent with  
110 the rank of professor and where such accomplishments are typically accrued in a  
111 non-academic or non-university setting;  
112
  - 113 iii. have a rich and extensive background in a field and discipline relevant to the  
114 school, college, or unit of appointment at the University of Oregon; and  
115
  - 116 iv. serve as a liaison between the professional field and the University of Oregon.  
117
- 118 The only rank in this category is professor of practice.  
119
- 120 d. **TEACHING PROFESSOR:** This category can only be used in the Career or Retired  
121 classification. This category requires an existing or previous appointment in the Career  
122 classification at the highest rank in the instructor or lecturer categories. This category can  
123 only be granted by the Office of the Provost through the review process specified in  
124 Appendix 4. Primary duties are in the area of undergraduate and/or graduate instruction.  
125 Duties may include, but are not limited to, involvement in design and development of  
126 courses and the curriculum, support for the evaluation of teaching, or additional focus on  
127 leadership projects. The Teaching Professor category and rank will remain in place for  
128 the duration of the faculty member's employment with the university. There is no  
129 promotion path to or within the Teaching Professor category and rank. The only rank in  
130 this category is teaching professor.  
131
- 132 e. **INSTRUCTOR:** This category can only be used in the Visiting, Career, Pro Tem, or  
133 Retired classifications. Primary duties are in the area of undergraduate instruction.  
134 Instructor duties may include advising and mentoring responsibilities as well as  
135 possibility of involvement in design and development of courses and the curriculum.  
136 Ranks in this category in ascending order are instructor, senior instructor I, and senior  
137 instructor II.  
138

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- 139 f. LECTURER: This category can only be used in the Visiting, Career, Pro Tem, or Retired  
140 classifications. Primary duties are in the area of graduate instruction and education. The  
141 duties may also include some undergraduate instruction and mentoring and advising  
142 responsibilities, as well as the possibility of involvement in design and development of  
143 courses and the curriculum. Appointments in the Lecturer category require the terminal  
144 degree (or its professional equivalent) relevant to the appointment, but holding a terminal  
145 degree does not by itself entitle a bargaining unit faculty member to appointment in the  
146 Lecturer category. Ranks in this category in ascending order are lecturer, senior lecturer I,  
147 and senior lecturer II.  
148
- 149 g. LIBRARIAN: This category can only be used in the Visiting, Career, Pro Tem, or  
150 Retired classifications. Primary duties are in the areas of applied practice in library and  
151 information sciences, and may include independent research, scholarship, and/or creative  
152 inquiry; instruction; and service. Appointments in the Librarian category require a  
153 terminal professional degree relevant to their appointment. Holding a terminal degree  
154 does not by itself entitle a bargaining unit faculty member to appointment in the Librarian  
155 category. Ranks in this category in ascending order are assistant librarian, associate  
156 librarian, and senior librarian.  
157
- 158 h. RESEARCH ASSISTANT: This category can only be used in the Visiting, Career, Pro  
159 Tem, or Retired classifications. Primary duties are in the area of research. Research  
160 Assistants typically work as members of a research team under the direct supervision of  
161 other faculty researchers. There are three Research Assistant category types based on the  
162 minimum degree requirement:  
163
- 164 i. RESEARCH ASSISTANT (TYPE A): Positions that require skills and/or  
165 experience relevant to the duties of the position and do not have a minimum  
166 degree requirement.  
167
- 168 ii. RESEARCH ASSISTANT (TYPE B): Positions that require a bachelor's or  
169 equivalent degree. ~~In rare occasions,~~ Positions in specialized fields may allow  
170 for a combination of education and equivalent experience prior to the time of hire  
171 to satisfy the bachelor's degree requirement.  
172
- 173 iii. RESEARCH ASSISTANT (TYPE C): Positions that require a master's or  
174 equivalent degree. ~~In rare occasions,~~ Positions in highly specialized fields may  
175 allow for a combination of education and exceptional equivalent experience prior  
176 to the time of hire to satisfy the master's degree requirement.  
177
- 178 Ranks for each research assistant type in ascending order are research assistant, senior  
179 research assistant I, and senior research assistant II.  
180
- 181 i. RESEARCH ASSOCIATE: This category can only be used in the Visiting, Career, Pro  
182 Tem, or Retired classifications. This category requires a terminal degree relevant to the  
183 appointment. Primary duties are in the area of research, which are typically undertaken as  
184 part of a research team or lab. Appointments in the Research Associate category require a

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- 185 terminal degree (or its professional equivalent) in a relevant field but holding a terminal  
186 degree does not by itself entitle a bargaining unit faculty member to appointment in the  
187 Research Associate category. Ranks in this category in ascending order are research  
188 associate, senior research associate I, and senior research associate II.  
189
- 190 j. RESEARCH PROFESSOR: This category can only be used in the Visiting, Career, Pro  
191 Tem, or Retired classifications. This category requires a terminal degree relevant to the  
192 appointment with duties primarily in the area of independent research, scholarship and/or  
193 creative inquiry. Primary duties are independent lines of inquiry, which can be related to  
194 the work of colleagues but not dependent on it. A Research Professor will have  
195 qualifications and research expectations equal to or exceeding those for a tenure-  
196 track/tenured professor at the same rank in related fields. Ranks in this category in  
197 ascending order are assistant research professor, associate research professor, and  
198 research professor.  
199
- 200 k. RESEARCH SCIENTIST: This category can only be used in the Visiting, Career, Pro  
201 Tem, or Retired classifications. This category requires at least a bachelor's degree in an  
202 area that is immediately relevant to the research program or research facility in which the  
203 position resides. The key differentiator between this position and the research assistant  
204 position is the technical nature of skill set required of the position. Holding a relevant  
205 degree does not by itself entitle a bargaining unit member to appointment in the research  
206 scientist category. Ranks in this category in ascending order are research scientist, senior  
207 research scientist I, and senior research scientist II.  
208
- 209 l. RESEARCH ENGINEER: This category can only be used in the Visiting, Career, Pro  
210 Tem, or Retired classifications. This category requires a bachelor's or higher from an  
211 accredited engineering program. The key differentiator between this position and the  
212 research assistant position is the technical nature of the skill set required of the position.  
213 Holding a relevant degree does not by itself entitle a bargaining unit member to  
214 appointment in the research engineer category. Ranks in this category in ascending order  
215 are research engineer, senior research engineer I, and senior research engineer II.  
216
- 217 m. PRINCIPAL RESEARCH SCIENTIST: This category can only be used in the Visiting,  
218 Career, Pro Tem, or Retired classifications. This category requires at least a master's  
219 degree in an area that is immediately relevant to the program or research facility in which  
220 the position resides. The principal research scientist will:  
221
- 222 • Have substantial experience at a responsible technical or managerial level (normally  
223 at least 12 years for holders of a master's degree and at least 6 years for a holder of a  
224 Ph.D.);
  - 225 • Show clear evidence of consistent performance in making original and innovative  
226 contributions to their discipline;
  - 227 • Show leadership in development and management of technical projects involving  
228 other faculty and students;
  - 229 • Make substantial contributions to the University through service.

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The only rank in this category is principal research scientist.

- n. POSTDOCTORAL SCHOLAR: This category can only be used in the Postdoctoral Scholar classification. This category requires a temporary and defined period of formally mentored research, instruction, librarianship, or scholarly training, for the purpose of allowing the Postdoctoral Scholar to acquire the professional skills needed to pursue a career path of their choosing. The appointment requires a doctoral degree. At the time of appointment, hiring documentation should include an articulated program of mentoring with an identified mentor. The only rank in this category is postdoctoral scholar.
- o. POSTBACCALAUREATE SCHOLAR: This category can only be used in the Postbaccalaureate Scholar classification. This category requires a bachelor's or equivalent degree. This category requires a temporary and defined period of formally mentored research or scholarly training for the purpose of allowing the postbaccalaureate scholar to acquire the professional skills needed to pursue a career path of their choosing. The only rank in this category is postbaccalaureate scholar.

**Section 4.** At the time of hire, the University shall assign each bargaining unit faculty member a rank within the classification and category described in the job posting.

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

**Section 5.** If the University lays off a bargaining unit faculty member in a position in the Career classification for economic or programmatic reasons (Article 16.12.b or c, or Article 25), then the position cannot be refilled in the Career, Visiting, Pro Tem, Retired, or Postdoctoral Scholar classifications within the subsequent two years unless approved by the Office of the Provost or 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 their current email address for receipt of such offers. Reinstatements will be at the former rank or equivalent and follow Article 26, Section 11. If multiple bargaining unit faculty members have been laid off for economic or programmatic reasons within the previous two years and would meet the specific qualifications for the position as affirmed by the unit head, the University will offer reinstatement consistent with the principles in Article 16, Section 13.

**Section 6.** Newly created Pro Tem faculty appointments will be consistent with Section 2.c.ii. above. ~~The University may not make Pro Tem faculty appointments when an appointment in the Career or Tenure-Related classification is warranted. Furthermore,~~ Pro Tem positions will last no more than three years unless the Office of the Provost designates the position as an Ongoing Pro Tem position or gives a department or unit permission to extend the position for up to one year. ~~Substantially identical Pro Tem positions will not be reopened for one calendar year after the initial three year term. The Office of the Provost may designate the position as an Ongoing Pro Tem position or give a department or unit permission to extend the position for up to one year.~~

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~~When programmatic needs or enrollments justify the creation of a Career position, the department or unit may not continue to fill that curricular need with a Pro Tem position.~~

The Office of the Provost can designate a Pro Tem position to be an Ongoing Pro Tem position for legitimate pedagogical or programmatic reasons.

- a. Legitimate pedagogical reasons for Ongoing Pro Tem positions include:
  - i. When a department or unit believes that the student learning experience is enhanced by having new instructors cycle into the program to meet specific course needs.
  - ii. When a department or unit identifies a position that is best taught by a working or retired professional in the industry and the position is assigned no more than three courses an academic year.
- b. Legitimate programmatic reasons for an Ongoing Pro Tem position include:
  - i. When a department or unit offers recent PhD graduates a short-term position and there is an expectation that new faculty members would fill this position every one to three years.
  - ii. When a department or unit with traditionally large fluctuations in enrollment can accommodate those fluctuations by having a reasonable number of Pro Tem positions.
- c. Inadequate or limited financial resources are not legitimate pedagogical or programmatic reasons for designating a position an Ongoing Pro Tem position.

In rare cases, the Office of the Provost can give a department or unit permission to extend a Pro Tem position for one year beyond the three-year limit. In these rare cases, a faculty member may continue in the Pro Tem position for one year beyond the three-year limit.

### Section 7. Recategorizations

- a. **Faculty Initiated Recategorization.** Bargaining unit faculty members in the Career classification shall have the right to petition the Office of the Provost to have their position recategorized if they believe that their position was categorized incorrectly at the time of first hire or their position has evolved to more closely resemble a different category. If a petition for recategorization is denied, a bargaining unit faculty member may petition again after completion of at least one additional year of service in the position. ~~In cases of denial, the letter accompanying the decision shall contain the reasons underlying the Provost's decision. If the Union was party to the petition submission by the bargaining unit faculty member, they shall be copied on the decision.~~
- b. **University Initiated Recategorization.** In keeping with the principles set forth above the University may recategorize a bargaining unit faculty member in the Career or Limited Duration classification when their position has evolved to more closely resemble a different category.
- c. Unless there is agreement to the contrary, a recategorization under this Section will not reduce the rank or base salary of a bargaining unit faculty member.

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322

### 323 Section 8. Reclassifications

324

325 a. **Faculty Initiated Reclassification.** Bargaining unit faculty members in the Pro Tem,  
326 Visiting, or Postdoctoral Scholar classifications who believe that their positions should be  
327 positions in the Career classification may petition for reclassification after the completion  
328 of two years of appointment. Because the defining characteristic of the Pro Tem, Visiting,  
329 and Postdoctoral Scholar classifications is their limited duration, the decision of the  
330 Office of the Provost should be guided by the current and anticipated duration of the  
331 position, ~~and may also consider programmatic needs, resources, and/or enrollments.~~ If a  
332 petition for reclassification or recategorization is denied, the letter accompanying the  
333 decision shall contain the reasons underlying the Provost's decision. If the Union was  
334 party to the petition submission by the bargaining unit faculty member, they shall be  
335 copied on the decision.

336

337 b. **University Initiated Reclassification.** In keeping with the principles set forth above the  
338 University may reclassify a bargaining unit faculty member in the Career or a Limited  
339 Duration classification when their employment has evolved to more closely resemble a  
340 different classification. Reclassification of Career positions under this subsection are only  
341 allowed by mutual agreement.

342

343 c. When a position is reclassified from a Career or Limited Duration classification into the  
344 Tenure Track and Tenured classification, a new national search is required to fill the  
345 position except when an exception has been granted by the Office of the Provost. For  
346 other classifications, a national search is permissible, but not required when the original  
347 search was national in scope and ~~with~~ When the incumbent has had consecutive successful  
348 reviews ~~a national search will not be mandatory.~~

349

350 d. Unless there is agreement to the contrary, a reclassification under this Section will not  
351 reduce the rank or base salary of a bargaining unit faculty member.

352

353 e. Requests to reclassify a ~~When programmatic needs or enrollments justify the~~  
354 ~~reclassification of a Pro Tem position to a Career position under a. or b. above or the~~  
355 ~~creation of a Career position, such departmental requests~~ will not be unreasonably denied.

356 **Section 9.** A reclassification or recategorization shall take effect on the effective date approved  
357 by the Office of the Provost. ~~If a petition for reclassification or recategorization is denied, the~~  
358 ~~letter accompanying the decision shall contain an explanation of the reasons underlying the~~  
359 ~~Provost's decision.~~

360

361 ~~**Section 10.** By September 1 of each year the University shall provide the Union with an~~  
362 ~~annual report of the following for the preceding academic year:~~

363 ~~a. Permissions to extend a position in the Pro Tem or Postdoctoral Scholar classification~~  
364 ~~beyond three years;~~

365 ~~b. Recategorizations;~~

366 ~~c. Reclassifications;~~

367 ~~d. Denials of recategorizations and reclassifications;~~




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368 e. ~~National search exceptions.~~

369

370 ~~Section 11. A change in rank within a category requires a promotion.~~

**Tentative Agreement (1/24/2025):**

  
Nathan Whalen (Jan 28, 2025 09:21 PST)

Jan 28, 2025

**Nathan Whalen (United Academics)**



Jan 27, 2025

**Chris Meade (University of Oregon)**

**TENTATIVE AGREEMENT (1/24/2025)**

**UNIVERSITY OF OREGON MEDIATION PROPOSAL (1/24/2025.v2)**

UNITED ACADEMICS MEDIATION PROPOSAL (1/24/2025)

UNIVERSITY OF OREGON MEDIATION PROPOSAL (1/24/2025)

UNITED ACADEMICS COUNTERPROPOSAL (11/21/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (11/13/2024)

UNITED ACADEMICS COUNTERPROPOSAL (10/31/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (10/17/2024)

UNITED ACADEMICS COUNTERPROPOSAL (09/26/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (8/26/2024)

UNITED ACADEMICS COUNTERPROPOSAL (8/13/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (7/15/2024)

UNITED ACADEMICS COUNTERPROPOSAL (5/2/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (4/18/2024)

UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (2/29/2024)

UNITED ACADEMICS PROPOSAL (2/15/2024)

**Document Key**

UA new | ~~UA-deletion~~ | UO new | ~~UO-deletion~~ | Accepted | Deleted | Status Quo | Restored

[Package. This is a package proposal with Article 15, 19, 20, and 34.]

**ARTICLE 19. CAREER FACULTY REVIEW AND PROMOTION**

**Preamble.** Career appointments are either Career instructional or Career research for the purposes of this Article.

Career instructional faculty are those with appointments in the Career classification in the following categories: Instructor, Lecturer, Librarian, Clinical Professor (when an instructional appointment), Professor of Practice, and Teaching Professor.

Career research faculty are those with appointments in the Career classification in the following categories: Research Professor, Clinical Professor (when a research appointment), Research Assistant, Research Associate, Research Scientist, Research Engineer, and Principal Research Scientist.

**Career Faculty Review and Promotion**

**Section 1.** Reviews for Career faculty will include reviews associated with performance, promotion, and continuous employment. A performance review will not be required in the year a bargaining unit faculty member has a promotion or continuous employment review.

**Section 2. Policies and Procedures.** Each department or unit that employs Career faculty will maintain unit-level policies for Career faculty review and promotion in accordance with Article 4.

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### 48 Career Faculty Performance Reviews

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50 **Section 3. Performance Reviews.** Performance reviews for Career faculty are for the purpose of  
51 determining if the faculty member is meeting the standard of excellence appropriate to a Career  
52 instructional or Career research faculty member at an AAU institution based on their job duties.  
53 Performance reviews should be designed to help Career faculty members grow as educators,  
54 scholars, and researchers, as appropriate; identify areas of strength; and identify areas that need  
55 improvement associated with their position. Career performance reviews should include a stage-  
56 appropriate assessment of the likelihood of success in a subsequent promotion review. ~~As part of~~  
57 ~~P-performance reviews, also allow supervisors of Career faculty members with a position~~  
58 ~~description should take the opportunity to consult to shall consult with as needed or at the request~~  
59 ~~of collaborate those Career faculty members on keeping to keep the position description up to~~  
60 ~~date as an accurate reflection of the position. Performance reviews shall consider any lack of~~  
61 ~~resources necessary to the performance of professional responsibilities that were identified in~~  
62 ~~previous workload discussions (Article 17, Section 3). account for any lack of support and~~  
63 ~~services necessary to the performance of professional responsibilities. Bargaining unit faculty~~  
64 ~~members who have not received from the University the material support and services to perform~~  
65 ~~their professional responsibilities shall be held harmless for those particular professional~~  
66 ~~responsibilities in performance review and promotion processes.~~

67

### 68 Section 4. Performance Review Timing.

69

- 70 a. Career instructional faculty will have a performance review each year for the first three  
71 years of their employment and at least once every three years thereafter (academic years  
72 for 9-month appointments and fiscal years for 12-month appointments). The three-year  
73 schedule is reset after a successful promotion or continuous employment review.
- 74
- 75 b. Career research faculty will have a performance review annually, which will also serve as  
76 the basis for distributions if a merit pool is agreed to in Article 26. ~~In units that utilize~~  
77 ~~performance reviews as the basis for distribution of a merit pool to Career research~~  
78 ~~faculty, all All performance reviews conducted during the period of evaluation for merit~~  
79 ~~shall be taken into account.~~
- 80
- 81 c. Performance reviews may take place out of cycle when a department or unit head has  
82 identified or become aware of performance problems. The department or unit head shall  
83 meet with the Career faculty member to discuss areas of concern and evaluate whether a  
84 formal out-of-cycle performance review or performance improvement plan (Section 6.e)  
85 is warranted. Nothing in this Article changes the process for addressing poor performance  
86 for funding-contingent faculty set forth in Article 16, Section 18.

87

88 **Section 5. Performance Review Period and Criteria.** Reviews will consider the Career  
89 bargaining unit faculty member's performance since their last review. Career faculty members  
90 will be evaluated only by the criteria approved and made available to them. If the criteria have  
91 changed since their previous review, the faculty member must choose either the earlier or current  
92 set of criteria.

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## TENTATIVE AGREEMENT (1/24/2025)

### Section 6. Performance Review Process.

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95  
96 a. As part of each performance review, a Career faculty member will have an opportunity to  
97 submit a ~~brief~~ personal statement (~~no more than three pages~~) containing information  
98 relevant to their performance of assigned duties and responsibilities.  
99
- 100 b. The review process will include an opportunity for the Career faculty member to discuss  
101 their efforts, performance, and goals or improvement opportunities with an appropriate  
102 supervisor, department, or unit head at least once during each review period.  
103
- 104 c. Performance reviews must include a determination ~~whether~~ the Career faculty member  
105 meets, ~~exceeds~~ or does not meet expectations in each of their assigned duties. ~~as follows:~~  
106 ~~[We are postponing discussion on this provision until we come to an agreement regarding merit~~  
107 ~~review provision]~~
- 108
- 109 ~~i. When the review is used in conjunction with a salary determination (i.e., merit),~~  
110 ~~the performance review must include a determination whether of if the Career~~  
111 ~~faculty member meets, exceeds, or does not meet expectations in each of their~~  
112 ~~assigned duties.~~
- 113
- 114 ~~ii. When the review is not in conjunction with a salary determination, the~~  
115 ~~performance review must include a determination whether of if the Career faculty~~  
116 ~~member meets, exceeds, or does not meet expectations in each of their assigned~~  
117 ~~duties. If any salary increases not contemplated at the time of the performance~~  
118 ~~review require a differentiation between meets and exceeds expectations, the~~  
119 ~~determination will default to exceeds expectations.~~
- 120
- 121 d. The supervisor, department, or unit head will summarize, in writing, any committee or  
122 peer review along with their own assessment and will communicate the results of the  
123 review and provide a copy of their summary in writing to the bargaining unit faculty  
124 member. The faculty member will have 10 days from the date of the receipt of the report  
125 to provide a response, which shall be appended to the completed performance review.  
126
- 127 e. If the determination of the performance review is that the Career faculty member does not  
128 meet expectations in one or more of their assigned duties, the supervisor, department, or  
129 unit head will meet with the faculty member to discuss a performance improvement plan,  
130 which will include written documentation of the areas for improvement, instructions to  
131 meet expectations in those areas, a timeline to carry out those instructions, and an explicit  
132 timeframe for assessing progress. The performance improvement plan will be signed by  
133 the supervisor, faculty member, and vice president, vice provost, dean, or director.  
134

135 If that follow-up progress assessment, which may be a performance review, determines  
136 that the Career faculty member still does not meet expectations in one or more of the  
137 assigned duties previously identified as areas of concern, that Career faculty member may  
138 be subject to layoff (Article 16, Section 12.a.).  
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## TENTATIVE AGREEMENT (1/24/2025)

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### Career Promotion Reviews

#### General Career Promotion Review Considerations

**Section 7. Accelerated Review.** An accelerated promotion review may occur in particularly meritorious cases as determined by the Office of the Provost in consultation with the appropriate vice president, vice provost, dean, department or unit head, and the bargaining unit faculty member.

**Section 8. Credit for Prior Service.** Bargaining unit faculty members reclassified or hired into Career positions from Pro Tem positions shall receive an assessment of credit towards promotion equivalent to the faculty member's Pro Tem employment for work within the same category (i.e., instructional or research) of employment for work of a comparable character by the Office of the Provost, after consultation with the hiring unit head. The assessment may result in full credit, partial credit, or no credit towards promotion, depending on the proportion of comparable work. Bargaining unit faculty members in positions reclassified under Article 15, Section 8 to Career from Pro Tem will receive credit toward promotion when such all faculty employment was at 0.5 annualized FTE or greater and provided the bargaining unit faculty member y have met expectations when reviewed. ~~When work is not of comparable character not within the same category of employment, the bargaining unit member shall receive an assessment of credit towards promotion by the Office of the Provost. Bargaining unit faculty members at 0.5 annualized FTE or greater who have met expectations in the pro tem position at their most recent review reclassified from Pro Tem to Career positions may shall receive credit towards promotion when appropriate. to the same extent that they would have received credit had they been elassified as Career faculty. for the number of years employed as Pro Tem faculty.~~ When a bargaining unit faculty member receives credit for prior service is agreed upon, the terms of hire or reclassification will state the number of years of credit granted for comparable work, specific review considerations, and the earliest date for promotion eligibility. ~~Bargaining unit faculty members reclassified from Pro Tem to Career positions will receive credit towards promotion for the number of years employed as Pro Tem faculty.~~

**Section 9. Reapplication for Promotion.** An unsuccessful candidate for promotion may continue employment at their current rank as long as eligible to do so under this Agreement. Career faculty bargaining unit members who are denied promotion may reapply for promotion after having been employed by the university for an additional three years or longer at an average of 0.5 annualized FTE per year, accrued at no greater than three terms per academic year for bargaining unit faculty on 9-month appointments, and at four terms per year for bargaining unit faculty on 12-month appointments.

**Section 10. 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 11. 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.

## TENTATIVE AGREEMENT (1/24/2025)

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### Career Instructional Promotion Reviews

**Section 12. Eligibility for Promotion.** Career instructional faculty may elect to initiate the promotion process when eligible to do so. Career faculty members will be eligible for promotion after accumulating six years of employment less any credit for prior service granted (Section 8) as a faculty member at or above an average of 0.5 annualized FTE over **the** six years, accrued at no greater than three terms per academic year for bargaining unit faculty with 9-month appointments, and at four terms per year for bargaining unit faculty with 12-month appointments. The six years of employment do not have to be consecutive.

- a. Career instructional faculty members who will have completed five years of employment as a Career faculty member at or above 0.5 annualized FTE per year may initiate the promotion process in the Spring term of the fifth year if they have an expected appointment of 0.5 annualized FTE or greater for the sixth year.
- b. Career instructional faculty members who have completed more than five years of employment as a Career faculty member at or above 0.5 annualized FTE per year may initiate the promotion process in the Spring term of any year.
- c. Cases involving positions or terms of service below 0.5 FTE may be considered for promotion by the Office of the Provost in accordance with the principles set forth in this Article.
- d. Career instructional faculty members who have achieved promotion must wait at least **five** ~~six~~ years before initiating the promotion process again (**for a promotion review in the subsequent year**), regardless of the number of accumulated years of employment.

**Section 13. Review Period and Election of Criteria.** The promotion review period for a Career instructional bargaining unit faculty member will be the time in their current classification and rank, with emphasis on the six most recent years.

The bargaining unit faculty member will be reviewed for promotion relative to the criteria in effect when the review period began. If the criteria have changed since their hire or previous review, the faculty member must choose either the earlier or current set of criteria.

**Section 14. Initiating the Promotion Process.** Career instructional faculty wishing to be considered for promotion should notify the appropriate department or unit head in the Spring term prior to the year when promotion is sought, and must provide the following **materials by Fall of the review year**:

- **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the bargaining unit faculty member's current **teaching, professional development**, research, scholarly, and creative activities **and accomplishments**, including publications, appointments, presentations, and similar activities and accomplishments **as applicable**.

## TENTATIVE AGREEMENT (1/24/2025)

- 232 ● **Personal statement:** A 2–6-page personal statement developed by the bargaining unit  
233 faculty member evaluating their performance measured against the applicable criteria for  
234 promotion. The personal statement should expressly address the subjects of teaching;  
235 scholarship, research and creative activity, as applicable; and service contributions to the  
236 academic department, center or institute, school or college, university, profession, and the  
237 community. The statement should also include discussion of contributions to diversity,  
238 equity, and inclusion.  
239
- 240 ● **Teaching portfolio (if applicable):** Representative examples of course syllabi or  
241 equivalent descriptions of course content and instructional expectations for courses taught  
242 by the bargaining unit faculty member, examples of student work and exams, and similar  
243 material; information from student experience surveys, which will be considered in light  
244 of the response rate; information on the development of new courses and curriculum  
245 development; information on contributions to university-wide teaching practices (if  
246 applicable).  
247
- 248 ● **Scholarship portfolio (if applicable):** A comprehensive portfolio of scholarship,  
249 research, and creative activity; and appropriate evidence of national or international  
250 recognition or impact.  
251
- 252 ● **Service portfolio (if applicable):** Evidence of the bargaining unit faculty member’s  
253 service contributions to their academic department, center or institute, school or college,  
254 university, profession, and the community, such as op ed pieces, white papers authored or  
255 co-authored by the faculty member, commendations, awards, or letters of appreciation.  
256 The service portfolio may also include a short narrative elaborating on the faculty  
257 member’s unique service experiences or obligations.  
258
- 259 ● **Professional development statement (if applicable):** A statement that provides a short  
260 narrative elaborating on the professional development activities of the bargaining unit  
261 faculty member related to their job duties.  
262
- 263 ● **Professional activities portfolio (if applicable):** A comprehensive portfolio of  
264 professional or consulting activities related to their discipline.  
265
- 266 ● **Internal and/or external reviewers (if applicable):** A list of qualified internal and/or  
267 external reviewers provided by the bargaining unit faculty member.  
268

269 **Section 15. Waiver of Access to Materials.** Bargaining unit faculty members may choose to  
270 waive in advance in writing their access to see any or all of the evaluative materials. Such  
271 waivers, however, shall not preclude the use of redacted versions of these documents in a denial  
272 review process. The redacted versions are intended to protect the identity of the reviewer. If  
273 redactions are insufficient to do so, the University may prepare a suitable summary. A waiver  
274 will be included in the promotion file.  
275

276 **Section 16. Notice of Meetings.** A bargaining unit faculty member will receive at least three  
277 business days’ notice of any meeting or hearing which the member is invited or required to

## TENTATIVE AGREEMENT (1/24/2025)

278 attend, with a dean, vice provost, or the Office of the Provost regarding recommendations or  
279 decisions on promotion. The bargaining unit faculty member may have a colleague or Union  
280 representative present at the meeting as an observer.

281  
282 **Section 17. Evaluation file.** The promotion review file should generally include the following  
283 information:

- 284
- 285 ● Statement of duties and responsibilities
  - 286 ● Curriculum vitae
  - 287 ● Conditions of appointment
  - 288 ● Criteria for promotion
  - 289 ● Personal statement
  - 290 ● Supervisors' letters of evaluation
  - 291 ● Professional activities portfolio (if applicable)
  - 292 ● Teaching portfolio (if applicable)
  - 293 ● Scholarship portfolio (if applicable)
  - 294 ● Service portfolio (if applicable)
  - 295 ● Professional development statement (if applicable)
  - 296 ● Internal and/or external reviews (if applicable)
  - 297 ● Department or unit committee recommendation
  - 298 ● Department, unit, center, or institute head's recommendation (if applicable)
  - 299 ● Vice president's, dean's, or director's recommendation
  - 300 ● Waiver of access to materials (if applicable)
- 301

302 **Section 18. Review by Department or Unit.** The department or unit head or designee should  
303 solicit any internal and/or external reviews, as applicable. A department or unit committee will  
304 review the file and make a recommendation to the department or unit head. The department or  
305 unit head will then prepare an explanation of the merits of the promotion case and a  
306 recommendation on the case. The report will include the department or unit-level promotion  
307 committee report and recommendation and a voting summary, and the department or unit head's  
308 own independent recommendation. The file will then be sent to the appropriate vice president,  
309 vice provost, dean, or director for review.

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311 **Section 19. Review by Vice President, Vice Provost, Dean, or Director.** The vice president,  
312 vice provost, dean, or director, as appropriate, will review the file, and may consult with  
313 appropriate persons and ~~may~~ask for and document additional non-confidential information.  
314 Once the vice president, vice provost, Provost, dean, or director deems the file complete, they  
315 will prepare a separate memorandum and recommendation.

316  
317 The vice president, vice provost, Provost, dean, or director will share their memorandum and  
318 recommendation with the candidate and notify the candidate that they may provide responsive  
319 material for the file within 10 days from the date of receipt of the memorandum; this response  
320 shall be included in the evaluation file. If the assessment of the dean or vice provost above  
321 differs from that of the department or unit head or the school- or college-level personnel  
322 committee, they will provide an explanation of the reasons underlying their judgment. The vice  
323 president, vice provost, dean, or director then will submit the complete evaluation file to the



## TENTATIVE AGREEMENT (1/24/2025)

324 Office of the Provost.

325

326 **Section 20. Review by the Office of the Provost.** By June 1, the Office of the Provost will  
327 review the file and decide whether to grant or deny promotion. The candidate will be notified of  
328 the decision in writing. If the Office of the Provost decides the review is unsuccessful, the  
329 decision letter will contain an explanation of the reasons underlying their decision and any  
330 determinations that differ from the previous review levels. ~~In the case of a decision to deny~~  
331 ~~promotion that is contrary to a recommendation of a vice president, vice provost, dean, or~~  
332 ~~director, the decision letter of the Office of the Provost shall include a detailed explanation of~~  
333 ~~reasons for rejecting the recommendation, which shall identify any assessments of merit and~~  
334 ~~representations of fact contained in the recommendation with which the Office of the Provost~~  
335 ~~disagrees.~~

336

337 **Section 21. Assumption of New Rank.** Successful candidates for promotion will assume their  
338 new rank beginning with the next academic or fiscal year or the nearest next term of employment  
339 should their appointment not begin with fall term.

340

341

### 342 Career Research Promotion Reviews

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344 **Section 22. Eligibility for Promotion.** Career research faculty may elect to initiate the  
345 promotion process when eligible to do so. Career faculty members will be eligible for promotion  
346 after accumulating six years of employment as a Career faculty member less any credit for prior  
347 service granted (Section 8) at or above an average of 0.5 annualized FTE over six years. The six  
348 years of employment do not have to be consecutive.

349

350 Career research faculty members who have achieved promotion must wait at least ~~five~~ ~~six~~ years  
351 before initiating the promotion process again (for a promotion review in the subsequent year),  
352 regardless of the number of accumulated years of employment.

353

354 **Section 23. Review Period and Election of Criteria.** The promotion review period for a Career  
355 research bargaining unit faculty member will be the time in their current classification and rank.

356

357 The bargaining unit faculty member will be reviewed for promotion relative to the criteria in  
358 effect when the review period began. If the criteria have changed since their hire or previous  
359 review, the faculty member must choose either the earlier or current set of criteria.

360

361 **Section 24. Initiating the Promotion Process for Career Research Faculty.** Candidates  
362 wishing to be considered for promotion should notify the appropriate department or unit head in  
363 the Spring term prior to the year when promotion is sought, and must provide the following  
364 materials by Fall of the review year:

365

- 366 ● **Curriculum vitae or resume:** A comprehensive and current curriculum vitae or resume  
367 that includes the bargaining unit faculty member's current research, scholarly, and  
368 creative activities and accomplishments, including publications, appointments,  
369 presentations, and similar activities and accomplishments, as applicable.

## TENTATIVE AGREEMENT (1/24/2025)

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- **Personal statement:** A 2-6-page personal statement developed by the bargaining unit faculty member evaluating their performance measured against the applicable criteria for promotion. The personal statement should expressly address their impact and contribution to research excellence relative to their job duties. This statement should also include discussion of contributions to diversity, equity, and inclusion.
- **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 their 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 their discipline.
- **List of reviewers (if applicable):** A list of qualified internal and/or external reviewers provided by the bargaining unit faculty member. Normally, external reviews are not expected for those in the research assistant ranks.

**Section 25. 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. 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 26. Notice of Meetings.** A bargaining unit faculty member will receive at least three business days' notice of any meeting or hearing which the member is invited or required to attend, with a dean, vice provost, or the Office of the Provost 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 27. Evaluation file.** The promotion review file should generally include the following information:

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- Statement of duties and responsibilities
- Curriculum vitae
- Conditions of appointment
- Criteria for promotion
- Personal statement

## TENTATIVE AGREEMENT (1/24/2025)

- 416 ● Supervisors' letters of evaluation
- 417 ● Professional activities portfolio (if applicable)
- 418 ● Scholarship portfolio (if applicable)
- 419 ● Service portfolio (if applicable)
- 420 ● Internal and/or external reviews (if applicable)
- 421 ● Department, unit, center, or institute head's recommendation
- 422 ● Vice president's, dean's, or director's recommendation
- 423 ● Waiver of access to materials (if applicable)

424

425 **Section 28. Review by Department Head or Unit Director or Manager.** The department or  
426 unit head or designee should solicit any internal and/or external reviews, as applicable. The  
427 department or unit head will then review the file, including any internal or external reviews, and  
428 prepare a recommendation and an explanation of the merits of the promotion case. The file will  
429 then be sent to the appropriate vice president, vice provost, or dean for review. In the event that  
430 the unit head is the faculty member's supervisor/director/manager, the supervisor letter of  
431 evaluation and the unit head review may be combined into a single recommendation.

432

433 **Section 29. Review by Vice President, Vice Provost, Dean, or Director.** The vice president or  
434 dean, as appropriate, will review the file, and may consult with appropriate persons and may ask  
435 for and document additional non-confidential information. Once the vice president or dean  
436 deems the file complete, they will prepare a separate memorandum with a recommendation.

437

438 If the vice president, vice provost, dean, or director's assessment differs from that of the  
439 department or unit committee or the department or unit head, the memorandum and  
440 recommendation will provide an explanation of the reasons underlying their judgment.

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442 The vice president, vice provost, dean, or director will share their memorandum and  
443 recommendation with the candidate and notify the candidate that they may provide responsive  
444 material for the file within 10 days from the date of receipt of the memorandum. This response  
445 shall be included in the evaluation file. The vice president, vice provost, dean, or director then  
446 will submit the complete evaluation file to the Office of the Provost.

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448 **Section 30. Review by the Office of the Provost.** By June 1, the Office of the Provost will  
449 review the file, with appropriate input, and decide whether to grant or deny promotion. The  
450 candidate will be notified of the decision in writing. If the Provost decides the review is  
451 unsuccessful, the decision letter will contain an explanation of the reasons underlying their  
452 decision ~~and any determinations that differ from the previous review levels. In the case of a~~  
453 ~~decision to deny promotion that is contrary to a recommendation of a vice president, vice~~  
454 ~~provost, dean, or director, the decision letter of the Office of the Provost shall include a detailed~~  
455 ~~explanation of reasons for rejecting the recommendation, which shall identify any assessments of~~  
456 ~~merit and representations of fact contained in the recommendation with which the Office of the~~  
457 ~~Provost disagrees.~~

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459 **Section 31. Assumption of New Rank.** Successful candidates for promotion will assume their  
460 new rank beginning with the fiscal year following notification of their promotion, or other date  
461 as approved, by the Office of the Provost, whichever comes first.

TENTATIVE AGREEMENT (1/24/2025)

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**Career Continuous Employment Reviews**

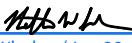
**Section 32. Purpose.** The primary function of Career Continuous Employment Reviews is to foster continued professional growth and reward excellence. Career Continuous Employment Reviews are optional.

**Section 33. Eligibility.** To be eligible for a Career Continuous Employment Review, a bargaining member must satisfy the following:

- a. Must have a Career appointment in a single-rank category or at the highest rank in their category; and,
- b. Must have an annualized 0.5 FTE or greater; and,
- c. Must have accumulated six years of service at 0.5 FTE or greater, as measured from their appointment in the single-rank category, since achieving promotion to the highest rank in their category, or since their most recent Career Continuous Employment Review.

**Section 34. Process.** To initiate the Career Continuous Employment Review, the eligible bargaining unit faculty member must notify their department or unit head consistent with Section 14 or 24, as appropriate. Continuous employment reviews for Career faculty will generally mirror the scope and process for Career instructional or Career research promotion reviews to the highest rank. If the final ‘Review by the Office of the Provost’ (Section 20 or 30 equivalent) in a Continuous Employment Review determines that the bargaining unit faculty member’s performance in all categories meets ~~or exceeds~~ expectations, the bargaining unit faculty member will receive an increase to their base salary per Article 26. ~~Senior Instructor IIs and Senior Lecturer IIs that exceed expectations in all categories on a Career Continuous Employment Review may be nominated by their dean to be considered by the Provost for the Distinguished Teaching Professor award under Appendix 4.~~

**Tentative Agreement (1/24/2025):**

  
Nathan Whalen (Jan 28, 2025 09:21 PST)

Jan 28, 2025

**Nathan Whalen (United Academics)**



Jan 27, 2025

**Chris Meade (University of Oregon)**

**TENTATIVE AGREEMENT (1/24/2025)**

**UNIVERSITY OF OREGON MEDIATION PROPOSAL (1/24/2025)**

UNITED ACADEMICS COUNTERPROPOSAL (12/5/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (11/21/2024)

UNITED ACADEMICS COUNTERPROPOSAL (11/13/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (10/17/2024)

UNITED ACADEMICS COUNTERPROPOSAL (9/26/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)

UNITED ACADEMICS COUNTERPROPOSAL (7/15/24)

UNIVERSITY OF OREGON PROPOSAL (4/18/2024)

**Document Key**

UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

[Package. This is a package proposal with Article 15, 19, 20, and 34.]

~~[UO Trade: 10 vs. 14 days for a faculty member to provide a review response. UO can agree to go from 10 days to 14 days in Section 15, 16, 24, 31, 35, & 36 in exchange for moving the decision due date to June 15 from June 1 in Section 17 & 21. Current proposal reflects 10 days and maintains June 1.]~~

~~United Academics modification of trade: We agree to an extension to 14 days in Section 15, 16, 24, 31, 35 & 36 and moving the decision due date to June 5 in Section 17 & 21.)~~

**ARTICLE 20. TENURE REVIEW AND PROMOTION**

**Section 1.** This Article applies only to bargaining unit faculty members in the Tenure-Track and Tenured classification. 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. Standards and Guidelines.** The University follows the same 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. All department or unit review guidelines shall be established and revised by the processes set out in Article 4.

**Reviews**

**Section 3.** Reviews for bargaining unit faculty members in the Tenure-Track and Tenured 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

## TENTATIVE AGREEMENT (1/24/2025)

47 promotion reviews; (4) third-year post-tenure reviews for tenured faculty in the third year  
48 following: *[inserted list formatting for clarity]*  
49 a. a tenure and/or promotion decision, or  
50 b. a previous third-year review for associate professors (if a promotion to full professor  
51 review is not taking place in the same year);, or  
52 c. following a sixth-year post-tenure review for full professors;  
53 (5) promotion-to-full-professor review for tenured faculty in their sixth year or later after  
54 receiving tenure; and (6) sixth-year post-tenure reviews for full professors ~~tenured faculty~~ in  
55 their sixth year following a ~~tenure and/or~~ promotion to full decision or following a previous  
56 sixth-year review.

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### 59 General Review Provisions

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61 **Section 4. Accelerated-Early Review.** An ~~accelerated-early~~ tenure review may occur in  
62 particularly meritorious cases as determined by the Office of the Provost in consultation with the  
63 appropriate dean, department, or unit head, and the bargaining unit faculty member.

64

65 **Section 5. Notice of Meetings.** A bargaining unit faculty member will receive at least three  
66 days' notice of any meeting or hearing, which the member is invited or required to attend with a  
67 dean or the Provost or designee regarding recommendations or decisions on promotion or tenure.  
68 The bargaining unit faculty member may have a colleague or Union representative present at the  
69 meeting as an observer.

70

71 **Section 6. Waiver of Access to Materials.** Bargaining unit members have the right whether to  
72 waive in advance in writing their access to see any or all of the evaluative materials (see Article  
73 8, Personnel Files). The choice by the bargaining unit faculty member to waive or not waive  
74 access to evaluative materials shall not be considered during the evaluation process. Such  
75 waivers, however, shall not preclude the use of redacted versions of these documents in an  
76 appeal process (Article 21). The redacted versions are intended to protect the identity of  
77 reviewers, who are informed about the faculty member's waiver choice.

78

79 **Section 7. Stopping of the "Tenure, Promotion, and Review Clock."** The "tenure, promotion,  
80 and review clock" shall be stopped for one year in the following circumstances, unless the  
81 bargaining unit faculty member specifies otherwise:

- 82 a. ~~for one year~~ upon the birth or adoption of a child;  
83 b. due to a leave of absence or intermittent leave with a duration of twelve weeks or longer  
84 as a result of an ADA or FMLA qualifying event. No more than two extensions may be  
85 granted under this subsection between any clocked review (i.e., between successive  
86 PTRs).

87

88 The review clock may also be stopped in other extraordinary circumstances, including up to two  
89 years for approved leaves of absence without pay lasting two or more terms during each year of  
90 the approved leave, as approved by the Office of the Provost.

91

92 If the faculty member opts to restore the period when the clock was stopped, they may apply for  
93 review at the time they would have become eligible without the stopping of the clock. Leaves not

## TENTATIVE AGREEMENT (1/24/2025)

94 resulting in a clock stoppage will be considered as a part of review periods. This Section applies  
95 to mid-term, tenure, and promotion reviews, as well as third-year and sixth-year post-tenure  
96 reviews. ~~No more than two one year clock extensions may be granted between reviews for~~  
97 ~~reasons a. and b. above (i.e., up to two one year clock extensions may be granted between~~  
98 ~~successive third year reviews, with the second third year review taking place in the fifth year).~~  
99

100 **Section 8. Relevant Information.** Only significant information relevant to the review shall be  
101 included in a review file. Relevant information is information that relates to the review criteria as  
102 defined in this Agreement. Relevant information may include disciplinary action taken against  
103 the bargaining unit faculty member, if the underlying acts relate to or affect the faculty member's  
104 ability to meet the review criteria. Information not relevant to the review or information that  
105 contains allegations that have not been fully reviewed by the appropriate office (research  
106 misconduct, office of investigations and civil rights compliance, employee and labor relations,  
107 etc.) shall not be included in the file initially, although allegations that relate to relevant  
108 information may be included if they are sustained after an appropriate review.  
109

110 ~~[deletion moved to next section]Reviews shall consider any lack of resources necessary to the~~  
111 ~~performance of professional responsibilities that were identified in previous workload~~  
112 ~~discussions.~~  
113

114 **Section 9. Review Evaluations and Considerations Recommendations.** Reviews should  
115 provide justifications for their conclusion based on the file, previous levels of review, and the  
116 unit-level policy. Reviews shall consider any lack of resources necessary to the performance of  
117 professional responsibilities that were identified in previous workload discussions (Article 17,  
118 Section 3). ~~If, at any level of review, the evaluation or recommendation regarding the faculty~~  
119 ~~member's progress toward tenure and promotion differs materially from any previous level of~~  
120 ~~review, such evaluation must clearly justify each material difference and cite specific evidence~~  
121 ~~from the file to support the differing evaluation.~~  
122

123 ~~**Section 10. Request for Clarification.** If, within periods to provide responsive material or~~  
124 ~~information for the evaluation file, the bargaining unit faculty member makes a good faith~~  
125 ~~request for clarification or additional detail regarding the reasoning or evidentiary basis for the~~  
126 ~~differing assessment of the faculty member's file, the evaluator will make a good faith effort to~~  
127 ~~provide such additional detail or clarification within 14 days from the date of receiving such~~  
128 ~~request. The bargaining unit faculty member will then have an additional 14 days from receipt of~~  
129 ~~the response to provide supplemental responsive material or information for the evaluation file.~~  
130

### 131 **Pre-Tenure Reviews**

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134 **Section 10. Annual Pre-Tenure Reviews.** Each tenure-track bargaining unit faculty member  
135 who has not received tenure and is not in the process of a tenure review will have an annual  
136 review conducted by the department or unit head or designee. These annual reviews provide an  
137 opportunity to evaluate the tenure-track bargaining unit faculty member's performance and offer  
138 an opportunity to address problems and to support faculty members in their progress toward the  
139 mid-term and tenure reviews.

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**Mid-Term Reviews**

**Section 11. Purpose, Outcomes and Appeals.** Mid-term reviews shall be an assessment of the bargaining unit faculty member’s progress toward tenure and should assist the faculty member’s development. The outcome of a mid-term review shall be *either: [inserted list formatting for clarity]*

- a. ~~(1)~~a contract until the end of the faculty member’s tenure and promotion review year, which allows for the possibility of identifying any concerns that should be addressed prior to consideration for promotion and tenure, as well as providing constructive feedback and appropriate support identified in the review; or, ~~;~~ ~~(2)~~ a one- or two-year contract specifying an additional mid-term review; or ~~(3)~~
- b. a one-year, terminal contract in rare cases where the review determines the faculty member will be unable to meet the unit-level criteria for tenure and promotion by the time that the tenure decision would otherwise be expected ~~is made and when there is consensus across all levels of review~~. Only a review decision resulting in a terminal contract may be appealed through the process specified in Article 21. ~~If a two-year contract is issued under (2) and the subsequent mid-term review is not successful, the bargaining unit faculty member’s employment will end with the expiration of the contract.~~

**Section 12. Timing.** Each tenure-track bargaining unit faculty member who has not received tenure will have a mid-term review approximately halfway between appointment and eligibility for tenure, ~~except those appointed with a tenure review date three years or less from the time of their initial appointment (Article 16, Section 6)~~. 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.

**Section 13. Mid-Term Review Period.** The review will include all research, teaching, and service accomplished since the beginning of the faculty member’s employment in the current position in addition to other materials specified by the faculty member’s hiring agreement (Article 16). Leaves are considered consistent with Section 7.

**Section 14. 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:

1. **Election of Criteria:** The bargaining unit faculty member will be reviewed relative to the criteria in effect when their employment began. If the criteria have changed since the beginning of employment, the faculty member must choose either the earlier or current set of criteria.
2. **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.



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3. **Scholarship portfolio:** A comprehensive portfolio of scholarship, research, and creative activity during the review period; and appropriate evidence of national or international recognition or impact.
4. **Personal statement:** A 3–6-page personal statement developed by the bargaining unit faculty member ~~explaining how their provided material relates to demonstrates they are on track to meet meeting evaluating their performance measured against~~ the applicable ~~unit-level~~ criteria for tenure and promotion. The personal statement should expressly address the subjects of teaching; scholarship, research, and creative activity; service contributions to the academic department, center or institute, school or college, university, profession, and the community; and contributions to diversity, equity, and inclusion.
5. **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 class assignments and exams, information from student experience surveys, which will be considered in light of the response rate, and similar material.
6. **Service portfolio:** As ~~applicable available~~, evidence of the bargaining unit faculty member’s service contributions to their 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 statement on the faculty member’s unique service experiences or obligations.

**Section 15. 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 ~~teaching student~~-evaluation process, including Student Experience Surveys. The file must also include recent peer evaluations of the bargaining unit faculty member’s teaching that is aligned with the university-wide teaching standards established by the University Senate.

Once the department or unit head has obtained all of the appropriate documents and information, they 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:

1. Obtain a report from the faculty committee including an assessment of the bargaining unit faculty member’s progress toward tenure and promotion; and
2. Prepare their own ~~independent~~ evaluation of the bargaining unit member’s progress toward tenure and promotion ~~that considers the entire file along with previous levels of review, takes into account the committee report and departmental discussion, and is consistent with Section 9;~~ and
3. Provide the department or unit head’s written report to the bargaining unit faculty member and allow the faculty member ~~14 10~~-days from the date of the receipt of the

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234 report to provide responsive material or information, which shall be included in the  
235 evaluation file; and

236

237 4. Submit the evaluation file to the appropriate dean.

238

239 If a department or unit has or develops a policy or practice of providing the report of the faculty  
240 committee to the bargaining unit faculty member, the department or unit head shall do so.

241

242 **Section 16. Dean's Role.** The dean will review the file and may consult with appropriate persons  
243 and may obtain and document additional relevant information. Once the dean deems the file  
244 complete, they will prepare a separate report and recommendation. The dean will share their  
245 written report and recommendation with the bargaining unit faculty member and allow the  
246 faculty member ~~14~~ 10 days from the date of receipt of the report to provide responsive material  
247 or information, which shall be included in the evaluation file. The dean then will submit a  
248 summary report including dean's recommendation, department head's recommendation, faculty  
249 committee report, and faculty member's curriculum vitae, statement, and responsive material or  
250 information to the Provost or designee.

251

252 **Section 17. Provost's Role.** The Provost or designee will consider the cumulative  
253 recommendations received from department faculty, the department or unit head, and the dean,  
254 and then will decide the terms and duration of any subsequent appointment of the bargaining unit  
255 faculty member. Upon Provost review, the summary report will be placed in the faculty  
256 member's departmental or college personnel file and a decision conveyed in writing to the  
257 faculty member no later than June 5 ~~4~~.

258

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### 260 **Tenure Review Process**

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262 **Section 18. Eligibility for tenure review.** Except as authorized in writing by the Provost or  
263 designee, a bargaining unit faculty member is entitled to a decision on tenure only after six  
264 consecutive academic or fiscal years of employment at ~~or above the FTE at which they were~~  
265 ~~hired. 1.0 FTE per year or the equivalent of consecutive part time employment at or above 0.5~~  
266 ~~FTE per year.~~ An appointment is considered consecutive even if interrupted by one or more  
267 approved leaves of absence. Leaves are considered consistent with Section 7.

268

269 **Section 19. Tenure Review period.** The tenure review will include all research, teaching, and  
270 service accomplished since the beginning of the faculty member's employment in the current  
271 position in addition to other materials specified by the faculty member's hiring agreement  
272 (Article 16). Leaves of absence not resulting in a clock stoppage will be considered as part of the  
273 review period.

274

275 **Section 20. Initiating the Tenure Review Process.** To initiate the tenure review process, the  
276 department or unit head will contact the bargaining unit faculty member no later than winter term  
277 of the year preceding the year in which a tenure decision is required and request the following:

278

279 1. **Election of Criteria:** The bargaining unit faculty member will be reviewed relative to the  
280 criteria in effect during their last mid-term review. If the criteria have changed since the

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281 last mid-term review, the faculty member must choose either the earlier or current set of  
282 criteria.

- 283
- 284 2. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the  
285 faculty member's current research, scholarly, and creative activities and  
286 accomplishments, including publications, appointments, presentations, and similar  
287 activities and accomplishments. This document should clearly differentiate between  
288 accomplishments that occurred during the review period and those that did not.  
289
- 290 3. **Scholarship portfolio:** A comprehensive portfolio of scholarship, research and creative  
291 activity during the review period; and appropriate evidence of national or international  
292 recognition or impact.  
293
- 294 4. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit  
295 faculty member ~~explaining how their provided material relates to demonstrates meeting~~  
296 ~~evaluating their performance measured against~~ the applicable ~~unit-level~~ criteria for tenure  
297 and promotion. The personal statement should expressly address the subjects of teaching;  
298 scholarship, research, and creative activity; service contributions to the academic  
299 department, center or institute, school or college, university, profession, and the  
300 community; and contributions to diversity, equity, and inclusion.  
301
- 302 5. **Teaching portfolio:** Representative examples of course syllabi or equivalent descriptions  
303 of course content and instructional expectations for courses taught by the bargaining unit  
304 faculty member, examples of class assignments and exams, information from student  
305 experience surveys, which will be considered in light of the response rate, and similar  
306 material.  
307
- 308 6. **Service portfolio:** As available, evidence of the bargaining unit faculty member's service  
309 contributions to their academic department, center or institute, school or college,  
310 university, profession, and the community. Such evidence could include white papers  
311 authored or co-authored by the faculty member, commendations, awards, op-ed pieces,  
312 and/or letters of appreciation. The portfolio may also include a short narrative elaborating  
313 on the faculty member's unique service experiences or obligations.  
314
- 315 7. **External reviewers:** ~~At the option of the bargaining unit faculty member,~~ A list of  
316 qualified outside reviewers ~~provided by the bargaining unit faculty member.~~  
317

318 All material in this Section, along with the following items, will be included in the Tenure  
319 Review File:

- 320
- 321 8. **Additional Information.** Faculty members and/or the University may submit relevant  
322 information during a review from the date information is initially submitted to their  
323 department head through the date the Provost issues the final decision. Late submissions  
324 of information may result in additional questions to the faculty member or to reviewers at  
325 the previous levels. Additional information may include work completed during the  
326 review year, if such information or material is included, it may not be included in the  
327 review period of subsequent reviews. If detrimental information is added to their file, the

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328 bargaining unit faculty member will be notified and may add a response or request the  
329 file go back to their department or unit faculty personnel committee for review, which  
330 may result in a decision delay. The additional faculty personnel committee report must be  
331 submitted along with the new information for inclusion in the Tenure Review File.  
332

- 333 9. **Mid-Term Review(s).** The dean's summary report and the Provost's final decision from  
334 any mid-term reviews conducted will be included.  
335

336 **Section 21. Schedule for Review of Tenure and Promotion Files.** The Office of the Provost  
337 will establish a schedule for the compilation and review of tenure and promotion files. If the  
338 bargaining unit faculty member fails to comply with the timeline established by the Provost for  
339 submission of materials, the department or unit head will notify the faculty member of the  
340 missed deadline by university email and the primary phone on record in the Banner system. If  
341 the faculty member does not respond within 14 days, tenure may be denied. If the faculty  
342 member responds within 14 days, the department or unit head will establish a new deadline for  
343 submission of all materials.  
344

345 The new deadline must allow the University adequate time to complete the tenure review process  
346 by June 5 <sup>±</sup>. If the faculty member misses the new deadline, tenure will be denied.  
347

348 **Section 22. External reviews.** The department or unit head will prepare a list of qualified  
349 external reviewers, with input from the department or unit faculty eligible to vote on a tenure and  
350 promotion case. The department or unit head will select a majority of the external reviewers from  
351 this independently prepared list, but the department or unit head's primary responsibility is to  
352 obtain the best judgments from the most highly qualified experts in the appropriate areas. Most,  
353 if not all, of the external reviewers should be at the rank for which the candidate is being  
354 considered or above (i.e., associate professor or professor for tenure and promotion to associate  
355 professor; professor for promotion to professor). Reviewers generally should come from  
356 comparable AAU and research intensive institutions or programs. The suggestions regarding  
357 affiliations apply to the majority of external reviewers and are not strict prohibitions. A  
358 minimum of five substantive external evaluations is required for a tenure case to move forward.  
359

360 The department or unit head will recruit external reviewers from the list prepared by the  
361 department or unit head and the separate list provided by the bargaining unit faculty member. A  
362 ~~absolute~~ majority of external reviews included in the file must be ~~provided by reviewers~~ selected  
363 by the department or unit and not included on the list of reviewers provided by the faculty  
364 member under review. If there is overlap between the independently prepared lists, the external  
365 reviewer counts as a unit selection. The department or unit head will provide each external  
366 reviewer with the candidate's signed and dated curriculum vitae, signed and dated personal  
367 statement, the candidate's scholarship portfolio, and the department's or unit's written criteria for  
368 promotion and tenure. External reviewers may not be asked to evaluate the candidate against the  
369 standards of their own institution.  
370

371 **Section 23. Faculty Review.** The eligible faculty in the candidate's department or unit, or a  
372 personnel committee comprised of a subset of the eligible faculty (if the department's or unit's  
373 internal policy specifies the creation of such a committee), will review the file and the external  
374 reviews, prepare a report, and vote. In cases where there are too few eligible faculty members to

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375 form a personnel committee within the candidate's department or unit, the department or unit  
376 head will work with the appropriate dean to establish a committee including appropriate faculty  
377 members from outside the department. A final vote will be conducted by signed ballot, **which**  
378 **may happen electronically**, and the ballots will remain confidential to the extent permitted by  
379 law. **The department or unit head will inform the faculty member whether the vote was positive**  
380 **or not**. A de-identified vote tally, however, will be provided to the faculty member by the  
381 department or unit head **in the event of an appeal**.

382

383 **Section 24. Review by Department or Unit Head, College or School Personnel Committee,**  
384 **and Dean.** The department or unit head will prepare **their own an independent** report and  
385 recommendation **that considers the entire file along with previous levels of review takes into**  
386 **account the committee report and departmental discussion consistent with Section 9** based on  
387 **their own judgment of** the file, and then forward the entire file to the appropriate dean. The file  
388 then will be reviewed by a school- or college-level personnel committee appointed by a process  
389 determined by the dean. The committee will prepare **their own an independent** report **consistent**  
390 **with Section 9**, and vote, and will forward the entire file to the dean. This step may be bypassed  
391 in schools or colleges whose deans choose not to convene a personnel committee. The dean will  
392 then prepare **their own an independent** report and recommendation based on **their own judgment**  
393 **of the file and consistent with Section 9, and** then meet with the candidate to discuss the case,  
394 review the recommendations made by the department committee, department or unit head, and  
395 the school or college-level personnel committee (if applicable), and the dean's own  
396 recommendation. The candidate will be provided with a copy of the dean's report that has been  
397 redacted in accordance with the waiver status to protect personally identifiable information. The  
398 candidate may provide responsive material for the file within **14 10**-days of the meeting with the  
399 dean or the receipt of the redacted report, whichever is later. The dean will then forward the  
400 entire file to the Office of the Provost.

401

402 **Section 25. Provost's Review of File.** The Provost or designee will review the promotion and  
403 tenure file for completeness, **and** general presentation, and may request additional information  
404 from the dean. The file forwarded to the Provost or designee should include the contents listed in  
405 Appendix 3: Tenure Review File Checklist.

406

407 **Section 26. University Faculty Personnel Committee Review.** After the Provost or designee  
408 has reviewed the file and deemed it complete, the file is sent to the University Faculty Personnel  
409 Committee (FPC). The committee will review the file, request additional information from the  
410 Office of the Provost, or previous levels of review, if necessary, and then discuss and record a  
411 vote to recommend that tenure and promotion is either granted or denied. The committee will  
412 prepare a written summary of its discussion, which will include the outcome of the vote.

413

414 **Section 27. Provost's Decision.** The Provost has plenary authority to award or deny tenure. The  
415 candidate will be notified in writing of the Provost's decision. The letter accompanying the  
416 decision will contain an explanation of the reasons underlying the Provost's decision, if the  
417 decision is to deny tenure or promotion. A tenured appointment may not be less than **0.50 FTE**.  
418 If tenure is granted, the letter will include a statement indicating the FTE of the tenured  
419 appointment. The letter will be placed in the candidate's personnel file. The foregoing does not  
420 preclude a subsequent written agreement between the Provost or designee and the candidate  
421 adjusting the FTE of the appointment, so long as the appointment is at least **0.50 FTE**.

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

427  
428 **Section 28. Withdrawal of Application.** A bargaining unit faculty member may withdraw an  
429 application for tenure in writing to the Provost and the dean at any time before the Provost's  
430 decision. Upon withdrawal, a bargaining unit faculty member will receive a notice of  
431 appointment which expires at the end of the academic or fiscal year following the one in which  
432 the application for tenure was submitted.

### 433 434 435 **Promotion to Full Professor Review**

436  
437 **Section 29. Promotion from Associate Professor to Professor.** The criteria for promotion to  
438 full professor are those outlined in the bargaining unit faculty member's unit-level policy. The  
439 process and timelines for review and evaluation for promotion from associate professor to  
440 professor are the same as those for promotion to associate professor and tenure, except:

- 441
- 442 1. There is no requirement to initiate the promotion process to professor.
  - 443
  - 444 2. Bargaining unit faculty members with tenure who are denied promotion from associate  
445 professor to professor will remain employed at the associate professor rank.
  - 446
  - 447 3. If the review criteria have changed during the six years prior to the review, the faculty  
448 member may elect either the earlier or current set of criteria.
  - 449
  - 450 4. The results of post-tenure reviews during the review period will be included in the  
451 promotion file.
  - 452
  - 453 5. The review period for promotion reviews shall include all work accomplished since being  
454 awarded tenure.

### 455 456 **Post-Tenure Reviews**

457  
458 **Section 30.** Tenured bargaining unit faculty members at the rank of associate professor will have  
459 a third-year review in the third year following promotion and every three years thereafter ~~until~~  
460 ~~promotion to full professor~~. Tenured associate professors will not be required to complete a  
461 third-year review in a year when they are seeking a promotion to full professor. Following  
462 promotion, full professors will have alternating third-year reviews and major sixth-year post-  
463 tenure reviews. The primary function of post-tenure reviews ~~is are~~ to foster continued faculty  
464 professional growth and ~~is are~~ not a process to reevaluate the award of tenure. If a review is not  
465 successful, then a development plan may be established (Section ~~38 37~~). The post-tenure review  
466 process may not be used to shift the university's burden of proof in a proceeding to terminate a  
467 tenured faculty member for cause.

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469 **Section 31. Third-Year Post-Tenure Reviews.** Third-year post-tenure reviews will be ~~informal~~  
470 ~~reviews unless a department head and dean agree, or the Office of the Provost determines, that a~~  
471 ~~formal review is necessary for the faculty member to meet expectations for a subsequent review.~~  
472 **a. Informal Third-Year Reviews.** ~~The informal third-year post-tenure review is~~ conducted by  
473 the appropriate department or unit head with the bargaining unit faculty member. ~~Review~~  
474 ~~Informal review~~ materials will typically consist of a curriculum vitae, a brief personal statement  
475 ~~(up to 3 pages) accounting for and explaining anything not clear from their CV,~~ materials for the  
476 evaluation of teaching (where applicable), and a sabbatical report (where applicable) (Section  
477 33). ~~As a result of the review,~~ ~~†~~The department or unit head will prepare a concise statement ~~that~~  
478 ~~includes an evaluation of whether the faculty member is exceeding, meeting, or not meeting~~  
479 ~~expectations under their unit level policy (or Section 39 38, as appropriate). The department head~~  
480 ~~will and share their statement †~~with the bargaining unit faculty member, who will have ~~14 10~~  
481 ~~business~~ days to respond in writing. The review materials, head's statement, and faculty  
482 ~~member's~~ response are then sent to the dean and then to the Office of the Provost for approval.  
483 The head's statement and any response ~~from the bargaining unit faculty member, dean, and~~  
484 ~~Office of the Provost will be placed in the bargaining unit faculty member's personnel file. If in~~  
485 ~~the process of the informal review, the department or unit head and dean agree, or the Office of~~  
486 ~~the Provost determines, that a formal review is necessary to meet expectations on a subsequent~~  
487 ~~review, they will initiate the Formal Review process below and notify the faculty member. If a~~  
488 ~~formal review is initiated, the statement and response will become part of the formal review~~  
489 ~~dossier.~~ **b. Formal Third-Year Reviews.** ~~This process applies to associate and full professors~~  
490 ~~who undergo a formal third-year post-tenure review. The department or unit head will convene a~~  
491 ~~faculty personnel committee (if one does not already exist in the department or unit) that will~~  
492 ~~review a faculty member's work in relation to the unit level post-tenure review criteria, or the~~  
493 ~~criteria in Section 38. If unit level policies require a vote, the tenured department faculty with the~~  
494 ~~same or higher rank, not including the candidate, will vote to endorse the committee's report and~~  
495 ~~recommendation. The department or unit head will write a separate report in light of the~~  
496 ~~materials gathered and the faculty committee's report and, if required, the faculty vote. The~~  
497 ~~department or unit head will meet with the faculty member and will provide a copy of the head's~~  
498 ~~report and the redacted faculty committee's report. The faculty member will have 10 business~~  
499 ~~days from the date of the receipt of the report to provide responsive material or information,~~  
500 ~~which shall be included in the evaluation file. These will be reviewed by the dean and the Office~~  
501 ~~of the Provost. If the unit-level review criteria (or Section 39, as appropriate) were not met by the~~  
502 ~~faculty member and the recommendation is re is consensus between the head, dean, or and~~  
503 ~~Office of the Provost result of the review is to recommends\_ to implement a development plan,~~  
504 then the head and faculty member will develop one in consultation with the dean to be approved  
505 by the Office of the Provost (Section ~~38 37~~).

506  
507 **Section 32. Sixth-Year Review.** Only full professors will have sixth-year post-tenure reviews,  
508 ~~which will be . Tenured bargaining unit faculty members will have a review~~ in the sixth year  
509 following promotion to full professor or ~~six years after their previous a sixth-year post-tenure~~  
510 review.

511  
512 **Section 33. Sixth-Year Review Period.** The review period will include all work accomplished  
513 during the previous six years, taking into account any leaves and resulting clock stoppages  
514 (Section 7).

515

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516 **Section 34. Initiating the Sixth-Year Review.** To initiate the review process, the department or  
517 unit head or designee will contact the bargaining unit faculty member during the fall term of the  
518 year in which the review will take place and request the following:  
519

- 520 1. **Criteria:** Criteria for sixth-year post-tenure reviews will be as specified in Section 39 38  
521 below unless the department or unit has approved post-tenure review criteria. If the  
522 review criteria have changed during the six years prior to the review, the faculty member  
523 may elect either the earlier or current set of criteria.  
524
- 525 2. **Curriculum vitae:** A comprehensive and current curriculum vitae that includes the  
526 faculty member's current research, scholarly, and creative activities and  
527 accomplishments, including publications, appointments, presentations and similar  
528 activities. This document should clearly differentiate between accomplishments that  
529 occurred during the review period and those that did not.  
530
- 531 3. **Personal statement:** A 3-6 page personal statement developed by the bargaining unit  
532 faculty member ~~explaining how their provided material relates to demonstrates meeting~~  
533 ~~or exceeding evaluating their performance measured against~~ the applicable unit-level  
534 criteria for post-tenure review. The personal statement should expressly address the  
535 subjects of teaching; scholarship, research, and creative activity; service contributions to  
536 the academic department, center or institute, school or college, university, profession, and  
537 the community; and contributions to diversity, equity and inclusion.  
538
- 539 4. **Sabbatical report:** A report of the accomplishments and benefits resulting from  
540 sabbatical, if applicable.  
541

542 **Section 35. Department or Unit Head's Role.** The department or unit head or designee will  
543 obtain and place in the evaluation file copies of summary reports drawn, as appropriate, from the  
544 system of ~~teaching student~~ evaluation ~~of teaching evaluation~~ that was in effect prior to Fall 2019  
545 and the Student Experience Surveys that were effective as of Fall 2019. The file must also  
546 include a recent peer evaluation of the bargaining unit faculty member's teaching. Peer teaching  
547 reviews should be aligned with the university-wide teaching standards as established by the  
548 University Senate.  
549

550 Once the department or unit head has obtained all of the appropriate documents and information,  
551 they will establish a committee of full professors and provide the committee with access to the  
552 documents and information. The faculty committee will prepare a report and a recommendation  
553 regarding the outcome of the review. The report and recommendation will be reviewed by the  
554 committee who will vote on the recommendation. The department or unit head or designee will  
555 then:  
556

- 557 1. Obtain a report from the faculty committee including an assessment of the bargaining  
558 unit faculty member's performance, a recommendation regarding the outcome of the  
559 review, and the results of the faculty vote; and  
560
- 561 2. Prepare their own ~~independent an~~ evaluation ~~based on their own judgment~~ of the  
562 bargaining unit faculty member's performance ~~that considers the entire file along with~~



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563 ~~previous levels of review takes into account the committee report and departmental~~  
564 ~~discussion consistent with Section 9;~~ and

- 565
- 566 3. Provide the department or unit head's report to the bargaining unit faculty member and
  - 567 allow them ~~14~~ 10 days from the date of the receipt of the report to provide responsive
  - 568 material or information, which shall be included in the evaluation file; and
  - 569
  - 570 4. Submit the evaluation file to the appropriate dean.
  - 571

572 If a department or unit has or develops a policy or practice of providing the report of the faculty  
573 committee to the bargaining unit faculty member, the department or unit head shall do so.

574

575 **Section 36. Dean's Role.** The dean will review the file and may consult with appropriate persons  
576 and may obtain and document additional relevant information. Once the dean deems the file  
577 complete, they will prepare a separate report and independent recommendation. The dean will  
578 share their written report and recommendation with the bargaining unit faculty member, redacted  
579 as appropriate, and allow them ~~14~~ 10 days from the date of receipt of the report to provide  
580 responsive material and information, which shall be included in the evaluation file. The dean will  
581 then submit the complete evaluation file to the Office of the Provost.

582

583 **Section 37. Provost's Role.** The Provost or designee will consider the cumulative evaluations  
584 received from the faculty committee, the department or unit head, and the dean.

585

586 ~~{We are postponing discussion on this provision until we come to an agreement regarding merit~~  
587 ~~review provision}~~

588

589 If the Provost or designee concludes that the bargaining unit faculty member's performance  
590 meets ~~or exceeds~~ expectations in all areas of a sixth-year review, the bargaining unit faculty  
591 member will receive an increase in their base salary per Article 26.

592

593 **Section 38. Development Plans.** If the Provost concludes that the bargaining unit faculty  
594 member's performance does not meet expectations in one or more areas, the dean and the  
595 department or unit head shall consult with the bargaining unit faculty member and shall  
596 recommend to the Provost a development plan for demonstrable improvement in the area(s) at  
597 issue. The goal of the plan is to put the faculty member on track to meet expectations in that area  
598 or areas at their subsequent review. The development plan should be implemented no later than  
599 the first term of the academic year following the review. Development plans may require  
600 adjustment of professional responsibilities (e.g., reduced service or teaching in order to support  
601 more research) and must specify a follow-up review timeline.

602

603 If a faculty member has a development plan, the criteria in the area(s) specified in the  
604 development plan will be in effect for those areas of the subsequent review. If the faculty  
605 member does not meet expectations in the specified area(s), the Provost may ~~reduce~~ or ~~reassign~~  
606 the faculty member's FTE associated with the specified area(s) or may establish a new  
607 development plan or both. If the faculty member's FTE is adjusted, future reviews will reflect  
608 the adjustment of duties.

609

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610 ~~[We are postponing discussion on this provision until we come to an agreement regarding merit~~  
611 ~~review provision]~~

612  
613 A bargaining unit faculty member who has had their FTE or duties adjusted as the result of an  
614 unsuccessful development plan may elect to have their standard workload restored if, on a  
615 subsequent post-tenure review, they meet ~~or exceed~~ expectations in the areas in which the faculty  
616 member had previously been determined not to have met expectations. If the faculty member  
617 meets ~~or exceeds~~ expectations as outlined in the unit policies, they may, if they so choose,  
618 resume their standard workload the Fall following the year the post-tenure review was initiated.

619  
620 **Section 39. Post-Tenure Review Criteria.** Review criteria for third- and sixth-year post-tenure  
621 review are as follows, unless a department or unit has an approved unit-level policy establishing  
622 their own post-tenure review criteria through the process specified in Article 4.


623  
624 In cases where a tenured faculty member has a workload other than the standard tenure-track  
625 workload in the department or unit (e.g., with larger teaching and smaller research FTE, or vice  
626 versa) or is working under a development plan, the standard for meeting expectations in a third-  
627 or sixth-year review will be established by these alternate arrangements and informed by the  
628 unit-level policy and the guidelines below. ~~[moved up from below]~~ Each of the three areas below  
629 should include contributions in teaching, research, and service that demonstrably promote  
630 diversity, equity, and inclusion.

- 631  
632 1. **Teaching:** Teaching standards as established by the University Senate.
- 633  
634 2. **Research, scholarship, creative, and artistic achievement:** In general, research,  
635 scholarship, and creative achievement is demonstrated in the following categories. Each  
636 category applies in a given case only if that category is specified in the unit promotion  
637 and tenure policy. The standards of evaluation, unless otherwise specified by the unit  
638 policy, will be the standards established for promotion to full professor. Some categories  
639 to be considered include:
- 640 a. publications and/or creative activities of significance and;
  - 641 b. externally funded research;
  - 642 c. patents, intellectual property developed; technologies licensed, companies spun-  
643 off;
  - 644 d. adoptions of research innovations by other researchers, organizations, or the  
645 public;
  - 646 e. research awards and prizes;
  - 647 f. membership in the national academies or other selective research societies;
  - 648 g. research in progress and substantially planned work (including grant proposals);
  - 649 h. translational research or scholarship that influences public policy or contributes to  
650 societal benefits;
  - 651 i. participation in conferences, conventions, seminars, and professional meetings;
  - 652 j. professional peer review, holding office in academic and professional  
653 organizations, serving on committees and/or on editorial boards;
  - 654 k. association with organizations and groups that will result in professional  
655 improvement of the faculty member and bring recognition to the university;
  - 656 l. research or professional consultation for federal agencies, foundations, or other

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- 657 research sponsors;  
658 m. recognized evidence of scholarly and professional visibility, such as special  
659 awards, scholarly citations, and the republication of work;  
660 n. scope and depth of scholarship as revealed in public lectures, book reviews, and,  
661 in special circumstances, discussions;  
662 o. works of art, such as painting, sculpture, design, planning, musical composition,  
663 poetry, fiction, drama, dance, photography, and film disseminated or exhibited in  
664 recognized venues of quality and distinction;  
665 p. public performances: musical recitals, concerts, conducting, theater performance  
666 and production, dance performance and production, radio or television production  
667 disseminated/exhibited in recognized venues of quality and distinction;  
668 q. public recognition: exhibitions, commissions, acceptance of work for permanent  
669 collections, awards.  
670  
671 3. **Service:** Consistent with promotion to full professor as specified in the collective  
672 bargaining agreement, senior faculty are expected to engage in significant service  
673 demonstrating leadership and commitment both within and outside the candidate's  
674 department or unit. Service must include some of the following:  
675 a. leadership in academic and administrative roles:  
676 i. academic program area or departmental administration and curriculum;  
677 ii. personnel and policy committees or activities;  
678 iii. college or school administration and committees or activities;  
679 iv. university or state system administration and committees or activities.  
680 b. service and activities on behalf of the larger community (local, state, national, and  
681 international governmental bodies, NGOs, etc.);  
682 c. academic contributions to community activities, either as an individual or as a  
683 representative of the university;  
684 d. service to professional and disciplinary organizations;  
685 e. academic service on behalf of the public interest.  
686  
687 ~~[moved up for clarity] 4. Contributions in teaching, research, and service that demonstrably~~  
688 ~~promote diversity, equity, and inclusion.~~

**Tentative Agreement (1/24/2025):**

  
Nathan Whalen (Jan 28, 2025 09:21 PST)

Jan 28, 2025

**Nathan Whalen (United Academics)**



Jan 27, 2025

**Chris Meade (University of Oregon)**

TENTATIVE AGREEMENT (1/24/2025)

UNIVERSITY OF OREGON MEDIATION PROPOSAL (1/24/2025)

UNITED ACADEMICS MEDIATION PROPOSAL (1/24/2025)

UNITED ACADEMICS COUNTERPROPOSAL (4/18/2024)

UNIVERSITY OF OREGON COUNTERPROPOSAL (3/14/2024)

UNITED ACADEMICS PROPOSAL (2/29/2024)

Document Key

UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

[Package. This is a package proposal with Article 15, 19, 20, and 34. The University reserves the right to reopen Article 34, Section 3 if it contributes to increasing the salary Article 26 but does not bind the University to do so.]

ARTICLE 34. CAREGIVING

Section 1. Caregiving Support within the Contract. The University is committed to supporting bargaining unit faculty members in addressing their caregiving needs. Support in the contract includes:

- a. Consideration of caregiving responsibilities in scheduling (Article 17);
- b. Clock stoppage allowances for pregnancy or adoption for all tenure-related reviews (Article 20);
- c. Health insurance benefits (Article 27);
- d. Leaves (Article 32).

Section 2. Caregiving Support

- a. **Care.com.** Bargaining unit faculty members will have membership access to **care.com** to support caregivers in identifying individualized care providers and support.
- b. The University will continue to provide and maintain the UO Care Provider Network.

Section 3. Travel Support Fund. Each year the University will contribute ~~create a pool of~~ \$150,000 to the Travel Support Fund to provide financial awards to bargaining unit faculty members to mitigate the impacts of university travel on their families. Expenses covered by this fund may include any incremental cost that a bargaining unit faculty member bears due to the need to travel, including but not limited to additional dependent care at home; the cost of transporting the dependent as well as a caregiver to a conference or meeting location; on-site dependent care at a conference or meeting; expenses related to storing and shipping expressed milk during travel; etc. Awards from the pool can be up to \$1,000 each academic year per bargaining unit faculty member. Applications will typically be submitted at least (four) 4 months prior to the anticipated trip and allocations announced (three) 3 months prior to travel. Any funds remaining from a given year will be added to the pool amount in the subsequent year. A report of

TENTATIVE AGREEMENT (1/24/2025)

1 funds requested, funds distributed, and applications denied will be provided to the Union by  
2 September 1 each year for the previous ~~at the end of the~~ fiscal year.

3  
4 ~~Section 4. Remote Teaching and Work. In cases of inclement weather or other emergencies  
5 that cause closures of local school districts while the University of Oregon remains open,  
6 bargaining unit faculty members with caregiving needs may work remotely for the duration of  
7 the closure.~~


8  
9 ~~Bargaining unit faculty members with instructional responsibilities who encounter a health crisis  
10 for themselves or an immediate family member may teach one quarter remotely through remote  
11 synchronous or asynchronous teaching if they are able to accomplish their work without  
12 interruption or sacrifice of work quality. With the agreement of the department or unit head, the  
13 remote arrangement may continue as needed.~~

14  
15 ~~Non teaching bargaining unit faculty members who encounter a health crisis for themselves or  
16 an immediate family member will be able to work remotely for three months if they are able to  
17 accomplish their work without interruption or sacrifice of work quality. With the agreement  
18 of the PI or supervisor, the remote arrangement may continue as needed.~~

19  
20 ~~During periods of remote work, bargaining unit faculty members remain subject to applicable  
21 university policies and procedures, collective bargaining agreements, and federal and state  
22 laws. Performance expectations do not change as a result of remote work arrangements.  
23 Bargaining unit faculty members with flexible work arrangements are subject to the established  
24 criteria and process for performance evaluation and shall not be penalized for working remotely.~~

25  
26 ~~Section 5. Parking. Bargaining unit faculty members who demonstrate caregiving and end-of-  
27 pregnancy needs are eligible to receive no cost daily parking permits for their exclusive use for a  
28 timeframe mutually agreed upon between the faculty member and their unit or department head.~~

Tentative Agreement (1/24/2025):

  
Nathan Whalen (Jan 28, 2025 09:21 PST)

Jan 28, 2025

Nathan Whalen (United Academics)



Jan 27, 2025

Chris Meade (University of Oregon)










# TA Package - Articles 15, 19, 20, 34 - 2025.01.24

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