

OREGON TECH
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
FINAL OFFER

Oregon Tech American Association of University Professors (OT-AAUP) submits the attached Final Offer. Tentative agreements have been reached on all articles other than those included in Attachment A. The OT-AAUP's cost summary of the union's proposal is in Attachment B. As this is the first Agreement between these Parties, all text in Attachment A reflects proposed language and articles are not numbered; instead, we have used the placeholder [X] where the article number will go.

Dated: March 17, 2021.

ATTACHMENT A

ARTICLE [X]. RECOGNITION

Pursuant to the certification by the Oregon Employment Relations Board, Oregon Tech (the Employer) recognizes Oregon Tech American Association of University Professors (OT-AAUP or the Association) as the exclusive representative of all members of the bargaining unit established in the certification dated June 27, 2018 (Case No. RC-008-18), for the purpose of collective bargaining as defined by law. This includes all faculty working at .5 FTE or above at Oregon Institute of Technology, except employees in the following groups:

1. Faculty employed as president, vice president, provost, vice provost, dean, associate dean, assistant dean and interims, respectively;
2. faculty employed in an administrative position without reasonable expectation of teaching, research, or other scholarly accomplishments;
3. classified staff;
4. unclassified staff;
5. confidential employees;
6. department chairs.

ARTICLE [X]. ASSOCIATION RIGHTS

This article establishes the rights of the Association, OT-AAUP, including access to information and university resources.

Section 1. OT-AAUP Designated Representatives.

(A). No later than July 1st of each year, OT-AAUP shall inform Oregon Tech's Office of the Provost and Office of Human Resources, in writing, of all elected or appointed OT-AAUP officials and alternates, known in this Article as designated representatives, who are authorized to speak on behalf of OT-AAUP by submitting for each: (1) name; (2) elected or appointed position; (3) duration of their position as a designated representative; and, (4) generalized description of the duties for their position.

(B). Any changes that occur in the list submitted shall be forwarded in the same format and to the same offices within ten (10) business days of the effective date of change.

Oregon Tech shall not acknowledge nor respond to any individuals other than those authorized by OT-AAUP in the list(s) submitted.

(C.) Designated representatives, by prior arrangement with their Dean, or the University Librarian, shall be granted reasonable time outside of scheduled instructional work duties to engage in activities listed in ORS 243.798.

(D). Oregon Tech shall release up to six (6) bargaining unit members designated by OT-AAUP as representatives to its bargaining team from all non-instructional work duties for the purposes of preparing for and attending successor contract negotiations. The non-instructional release shall begin one month before the start of the parties' successor contract negotiations and continue through the date of ratification. Upon request, Oregon Tech shall grant OT-AAUP's chief negotiator a total of two course releases which shall be coordinated with the chief negotiator's Department Chair.

Two identified OT-AAUP designated grievance officers shall also be released from all non-instructional work duties, on a term-by-term basis.

Section 2. Facilities.

OT-AAUP designated representatives may use Oregon Tech's facilities for the purposes of conducting meetings with bargaining unit members provided that the facility is available and proper scheduling and fees have been arranged and paid by the same means available to external professional organizations. During its use of any Oregon Tech facilities, OT-AAUP agrees to adhere to all policies regulating its use.

Section 3. Communication.

An OT-AAUP designated representative shall be given thirty (30) minutes during new employee orientation to meet with new bargaining unit members. If a new employee orientation is not held, an OT-AAUP designated representative shall be allowed, upon request to the appropriate academic Dean or Library Director, to seek a thirty (30) minute meeting with the new employee(s) within thirty (30) calendar days of the start date of their contract.

OT-AAUP designated representatives and bargaining unit members shall have the right to use Oregon Tech's communication mechanisms, both electronic and otherwise, including but not limited to electronic mail, campus mail, telephone, and other communication systems to communicate with between and amongst each other regarding:

- (a) collective bargaining, including the administration of collective bargaining agreements;
- (b) the investigation of grievances or other disputes relating to employment relations; and
- (c) matters involving the governance or business of OT-AAUP.

OT-AAUP designated representatives and bargaining unit members who participate in any form of a strike identified in Article: ___ No Strike/No Lockout shall not have access to the above-mentioned communication mechanisms while participating in the strike.

Section 4. Employer Supplied Information.

Upon written request to the Office of the Provost, signed by a designated representative, and no more than three times per academic year, Oregon Tech shall provide OT-AAUP with the following information related to bargaining unit members that is available and readily accessible within twenty-one (21) calendar days from the receipt of the request.

The information shall be provided in electronic format, if available, and at no cost to OT-AAUP. Should Oregon Tech receive more than one request for this information in the same academic year, Oregon Tech shall only provide information that has changed since responding to the first request for the information.

1. Employee's name on record with Human Resources
2. Pronoun preference, if provided
3. University ID number
4. Highest degree earned on record
5. Job title, rank, and years in rank.
6. Current Classification of Instructional Program (CIP) code
7. Name of faculty member's immediate supervisor
8. Assigned department (or departments, if on split appointment)
9. Primary work location: office building, office room and assigned campus (including online).
10. Office phone number
11. University email address

12. Effective date of current title and rank
13. Job start and end date as listed on current notice of appointment
14. First date of university employment
15. Contract Length (9 or 12 months, etc.)
16. FTE
17. Contract type - tenure, tenure-track, non-tenure track, and any instructional summer contract if applicable
18. Annual base salary
19. Assigned workload units for each academic term
20. Geographical stipend, if applicable
21. Other stipends, listing amount
22. Estimate of annual retirement benefits
23. Estimate of annual health care contributions the employee makes
24. Estimate of annual health care contributions the employer makes on behalf of employee
25. Job status (e.g., active or on leaves)

The following reports shall be provided in electronic format by the Office of the Provost to OT-AAUP once annually and at no cost to OT-AAUP:

1. A list of all promotion and tenure decisions that have not been appealed, within sixty (60) calendar days of the notification to the bargaining unit member that they have been approved or denied promotion or tenure.
1. Detailed annual, Board-adopted, all funds budget shall be provided within fourteen (14) calendar days of such being entered into the financial system.
1. A report of the aggregate and detailed report of General and Auxiliary funds expenditures allocated in the previous fiscal year shall be provided within fourteen (14) calendar days of the close of period 14 of the fiscal year.
1. Faculty staffing report on or before September 1st to include the previous academic year's non-renewable yearlong appointments including instructor's name, assigned department(s), number of years in appointment.
1. By June 30th of each academic year, the following should also be provided:
 - a. An annual statement on the status of current relinquishments (such as tenure or job title) including relinquishment of benefits;
 - b. Data and calculations governing release time for the previous academic year (including summer term)
 - c. The number of sabbatical applications, the duration of the sabbatical that each applicant requested, all approved sabbaticals for the upcoming academic year, and the respective duration each sabbatical was approved for (one term, two terms or a full year, for 9-months faculty).
1. During the Fall term of every academic year, overload compensation (for online and campus courses, including summer) shall be provided for the previous academic year.

1. Total Merit Increases from the time of hire shall be recorded separately from base salary from now on and provided once per year upon request.

Section 5. Service to the Association

Work that OT-AAUP members do in connection with the Association shall count as professional service.

The work that has been performed by members since the recognition of OT-AAUP and prior to the ratification of this Agreement will be retroactively considered professional service.

Section 6. Other Data

Upon written request by the President of OT-AAUP to the Provost, Oregon Tech shall provide OT-AAUP with a copy of, or access to, official published records, files, studies, and other documents which are public records. Copies shall ordinarily be furnished without charge. Any charges assessed will be due to the unusual nature of the material. Electronic access to such requests is an appropriate form of providing this information.

ARTICLE [X]. MANAGEMENT RIGHTS

Purpose.

Except as abridged by this Agreement, Oregon Tech the Employer retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and the policies and procedures of the Board of Trustees of Oregon Institute of Technology.

Section 1. Employer Exclusive Rights.

- a) determine the mission of the university, its organizational and administrative structure, and the methods and means, and take actions necessary to fulfill that mission;
- b) determine the financial policy of the university, adopt and amend budgets, and make budgetary allocations and reallocations affecting the university as a whole or any of its divisions, departments or units;
- c) establish qualifications for appointments, reappointments, promotions, transfers, and awards of tenure
- d) determine the appointment fractions, duration of employment, and terms and conditions of employment upon appointment, reappointment, promotion, transfer, and awards of tenure for all bargaining unit members;
- e) determine the number of bargaining unit members to be appointed, reappointed, promoted, transferred, and awarded tenure;
- f) determine, assign, schedule, and direct the type and amount of work to be performed by bargaining unit members, including the location of a bargaining unit member's work;
- g) establish, modify, combine, or eliminate positions;
- h) determine the number, location or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies regarding the use of such buildings, rooms, and facilities;
- i) determine the health, safety, and property protective measures and procedures;
- j) take disciplinary action against a bargaining unit member for just cause up to and including dismissal;
- k) select, hire, direct, supervise, train, and evaluate bargaining unit members;

- l) determine office space, materials, and equipment to be utilized by bargaining unit members, and the methods, processes and means by which work shall be performed and services provided;
- m) establish quality, performance, and evaluation standards for bargaining unit members;
- n) make and enforce policies, rules, and regulations, including policies, rules, and regulations governing safety, discipline, tuition and fees, human resources functions, and the work, training, and conduct of bargaining unit members;
- o) perform all other functions inherent in the direction, operation, management, and administration of the university; and,
- p) hold sole authority to exercise the rights and powers above by making and implementing decisions and policies with respect to those rights and powers.

In addition to the above, Oregon Tech retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and the policies and procedures of the Board of Trustees of Oregon Tech.

Section 2. Oregon Tech Rights That Affect Faculty.

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

Nothing in this Article is meant to preclude shared governance at Oregon Tech, including the Faculty Senate, from their role in proposing or recommending policies and practices at Oregon Tech.

ARTICLE [X]. NO STRIKE, NO LOCKOUT

Section 1. No Strike.

Neither the Association (on its own behalf and on behalf of its officers, agents, and members of the bargaining unit) nor any member of the bargaining unit shall cause, engage in, sanction, assist, or participate in any strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruption of work or picketing during the term of this Agreement or during negotiations of a successor Agreement.

Any bargaining unit member who violates any provision of this Section may be subject to disciplinary action. A grievance over such disciplinary action shall be limited to the question of whether the bargaining unit member violated any provision of this Section.

In the event of a violation of this Section, the Association, upon request of Oregon Tech, shall use its best efforts to affect the return of the bargaining unit member(s) involved to their normal work routine. Nothing contained in this Section shall be construed to be a limitation of any right of Oregon Tech to any other remedies, legal or equitable, to which it may be otherwise entitled.

If the parties do not reach agreement, the Association may exercise its right to utilize the dispute resolution procedures governing negotiations described in ORS 243.712 through ORS 243.726, including the right to strike.

Section 2. No Lockout.

Oregon Tech shall not cause or permit any lockout of bargaining unit members from their work during the term of this Agreement or through conclusion of the dispute resolution procedures outlined in ORS 243.712.

In the event a bargaining unit member is unable to perform their assigned duties because equipment or facilities are not available due to lawful or unlawful activities outlined in the first paragraph of Section 1, above, such inability to provide work shall not be deemed a lockout.

ARTICLE [X]. NOTICES OF APPOINTMENT

Section 1. Description.

Oregon Tech shall provide each bargaining unit faculty member with a written, by email (with read receipt requested, in pdf format), via secure link, or by mail, Notice of Appointment, signed by the president, at the time of hire and at each contract renewal, no later than August 15 of every year, to include, but not be limited to, the following:

- i. Type of appointment and Rank
- ii. The dates of Appointment
- iii. Annual FTE
- iv. Annual Base Salary Rate and appointment salary (based on FTE), including annual stipends (like geographic stipend), additional pay or special conditions
- v. Assigned department(s) and campus location, including online
- vi. And the following statement:

This position is subject to a collective bargaining agreement ("CBA") between Oregon Tech and the Association, OT-AAUP (see this link: _____) and all Notices of Appointment and individual agreements regarding your terms and conditions of employment prior to the effective date of the CBA are considered void. Only the terms and conditions set forth in this Notice of Appointment and the current CBA govern your employment at Oregon Tech.

The faculty member shall be provided written information concerning duties, responsibilities, and institutional expectations. Such written information shall be provided with the initial notice of appointment and whenever significant changes occur.

Bargaining unit members shall have an opportunity to review their Notice of Appointment and clarify inconsistencies, omissions or errors with the Office of Human Resources or the Office of the Provost within the first term of their effective starting date of appointment.

A bargaining unit faculty member who does not receive notice and continues to work under the terms and conditions of the expiring appointment after that appointment expires will be paid for all work performed, under the terms of the expired appointment.

Section 2. Notices of Non-Renewal for Tenure Track and Tenured Faculty.

Non-renewal notices for faculty on tenure track shall be sent by June 30th of the year prior to which their contract is to end. The notice shall include a reason for non-renewal, including programmatic reductions or eliminations, retrenchment, or performance shortcomings as demonstrated by Annual Performance Evaluations, or for just cause.

Section 3. Notices of Renewal/Non-Renewal for Other Faculty.

Oregon Tech shall provide notice of renewal to fixed term, non-tenure track faculty no later than December 1st of the calendar year of the faculty member's current term of appointment. If a NTTF

initial appointment is for a period of multiple years, their renewal notice shall be for that same period, unless modified by promotion decisions.

A department's intent to not re-appoint a non-tenure track faculty for the following academic year shall be communicated to the faculty member by November 30th. If a faculty member is not offered re-appointment, the department chair and the faculty member shall discuss, at the member's option, whether other opportunities exist for them based on their qualifications (within or outside of their current assigned department).

ARTICLE [X]. SUCCESSOR AND TERM OF AGREEMENT

Effective upon ratification of the contract by both parties, this Agreement shall cover the term from _____ through June 30, 2024.

For the purpose of negotiating a successor agreement, either Party may give written notice to the other during the period of September 15 to October 15, 2023 of its desire to negotiate a successor Agreement and identify in that notice the subjects, sections, or Articles of this Agreement it proposes to open for negotiations. The party receiving the initial notice shall then have thirty (30) calendar days to respond in writing and identify the subjects, sections, or Articles of this Agreement it proposes to open for negotiations.

Those subjects, sections, or Articles of this Agreement not identified in the exchange of notices, or by subsequent mutual agreement, shall automatically become a part of any successor agreement.

Following exchange of the notices, the parties shall schedule a meeting to begin negotiations by no later than the end of academic Fall term 2023.

ARTICLE [X]. PROGRESSIVE DISCIPLINE AND TERMINATION FOR CAUSE

Section 1. General Provisions.

No bargaining unit faculty member shall be subject to discipline without just cause. Discipline will be administered in a progressive manner, except as noted in the paragraph below. Discipline shall be appropriate to the circumstances and proportionate to the seriousness of the offense. A bargaining member's history of discipline, whether identical in nature or not, may have a cumulative effect, resulting in a more severe sanction. The period for considering a previous disciplinary action in determining the level of discipline shall be limited to two years except in cases where a longer period is required by statute.

Progressive discipline need not be followed, and need not be followed sequentially, when the conduct involves a violation of Article [X]: Non-Discrimination and related Oregon Tech policies, harm to self, others or property, or a criminal conviction.

Section 2. Discipline for Cause

Disciplinary actions identified above shall be based on a finding of cause.

Oregon Tech and the Association agree that, in accordance with former OAR 580-021-0325 that transferred to Oregon Tech as an institutional policy by operation of law on July 1, 2015, just cause is defined as:

A. Conviction of a felony or of a crime involving moral turpitude during the period of employment by the University (or prior thereto if the conviction was willfully concealed in applying to the University for employment);

B. Conduct proscribed by former OAR 580-022-0045, which is identified as:

1. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other Oregon Tech activities, including Oregon Tech's public service functions or other authorized activities on Oregon Tech owned or controlled property, or at Oregon Tech related activities and events;

2. Obstruction or disruption that interferes with the freedom of movement, either pedestrian or vehicular, on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

3. Possession or use of explosives, dangerous chemicals, or other dangerous weapons or instrumentalities on Oregon Tech owned or controlled property, unless authorized by law, Board, or Oregon Tech rules or policies;
 4. Detention or physical abuse of any person or conduct intended to threaten imminent bodily harm or endanger the health of any person on any Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 5. Malicious damage, misuse or theft of Oregon Tech property, or the property of any other person where such property is located on Oregon Tech owned or controlled property, or, regardless of location, is in the care, custody or control of Oregon Tech;
 6. Refusal by any person while on Oregon Tech property to comply with an order of the President or appropriate authorized official to leave such premises because of conduct proscribed by this rule when such conduct constitutes a danger to personal safety, property, educational, or other appropriate Oregon Tech activities on such premises;
 7. Unauthorized entry to or use of Oregon Tech facilities, including buildings and grounds;
 8. Illegal use, possession, or distribution of controlled substances, or unauthorized use, possession, or distribution of alcohol, on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 9. Inciting others to engage in any of the conduct or to perform any of the acts prohibited herein. Inciting means that advocacy of proscribed conduct that calls on the person or persons addressed for imminent action, and is coupled with a reasonable apprehension of imminent danger to the functions and purposes of Oregon Tech, including the safety of persons, and the protection of its property;
 10. Violating the Board's Policy for Intercollegiate Athletics as described in Section 8 of the Internal Management Directives, specifically including the subsection thereof entitled Code of Ethics.
- c. Failure to perform the responsibilities of an academic staff member, arising out of a particular assignment, toward students, toward the faculty member's academic discipline, toward colleagues or toward Oregon Tech in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities and protecting the health and safety of persons in the Oregon Tech community.

d. Some allegations against bargaining members must be investigated in accordance with applicable laws and associated guidelines (e.g. Title VII, Title IX and Mandatory Reporting of Abuse of Minors), and in those cases, the procedures and standards relating to the investigation and disciplinary action, if any, of this Article shall be preempted by those laws and associated guidelines.

This Article shall apply to all other situations which may require disciplinary action of a bargaining unit member.

Failure to follow published procedures and standards regarding allegations investigated under this section shall be grievable under Article [X] on Grievances.

Section 3. Definitions and Procedures.

In order to be considered disciplinary in nature and grievable under Article []: Grievances, Oregon Tech must expressly identify an action as disciplinary. Annual Performance Evaluations, Promotion and Tenure determinations, and compensation decisions are not considered disciplinary.

Disciplinary actions may include, but are not limited to: oral reprimand with notation to file, written reprimand, and actions more severe than written reprimand (such as temporary suspension from the assignment for which they are failing to meet professional obligations, suspension without pay, and discharge). In determining whether or not to impose discipline and the severity of such discipline, Oregon Tech shall consider the faculty member's prior conduct, and disciplinary record.

a. A written letter of reprimand may be imposed by an administrative supervisor if that individual believes there is just cause to support the action. This action shall be imposed within sixty (60) calendar days of the administrative supervisor's knowledge of the condition on which the action is based. The written reprimand will outline the disciplinary cause, as defined under Section 2 of this article, expectations for future behavior or performance, any suggested or required remedial activities that the bargaining unit member must undertake, a notation that a failure by the bargaining unit member to address concerns raised by the written reprimand may form the basis of a subsequent disciplinary action, and a notation that this disciplinary action is subject to processes defined under Article [X] on Grievances.

The bargaining unit member may respond to a written letter of reprimand using the process established in Article [X] on Personnel Files.

b. Disciplinary actions more severe than a written reprimand shall, in addition to including the information in subsection a., set a date (at least 10 business days from the day of notice), time, and place for a meeting to occur between the appropriate administrative supervisor and bargaining unit member in which the bargaining unit member may present evidence that rebuts or mitigates the conduct upon which the notice is based. If the bargaining unit member wishes to have such a meeting, they shall request such by submitting in writing their evidence that rebuts or mitigates no later than five (5) business days before the meeting. The appropriate administrative supervisor shall

issue a written response to the meeting within fifteen (15) business days of the meeting that either withdraws, modifies, or adheres to the disciplinary action proposed in the notice. If modified or adhered to, the disciplinary action shall include the effective date of the disciplinary action, proposed expectations for future behavior or performance, any suggested or required remedial activities that the bargaining unit member must undertake, a notation that a failure by the bargaining unit member to address concerns raised by the notice may form the basis of a subsequent disciplinary action, and a notation that this disciplinary action is subject to processes defined under Article [X] on Grievances.

The decision to impose a disciplinary sanction is not stayed pending the outcome of a grievance or arbitration.

Section 4. Termination without Cause

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

Section 5. Union Representation.

A bargaining unit faculty member may have an OT-AAUP representative present, to represent or accompany the member, in any meeting regarding discipline.

Section 6. Grievance Article Applies.

All disciplinary actions covered by this Article are grievable under Article [X], Grievances.

Section 7. Administrative Leave during Investigations of Misconduct.

Suspension of a bargaining unit member with pay during the investigation of a potential disciplinary action is based on the severity of the allegation. Notice of this action shall be provided by the appropriate administrative supervisor to the bargaining unit member in writing prior to the start of the suspension outlining the reasons for the suspension, the proposed length of suspension, and a date by which the bargaining unit member may present evidence that rebuts or mitigates the length of suspension. A decision on any evidence presented shall be issued within ten (10) business days.

Administrative leave and any additional conditions imposed pursuant to this section shall generally be limited to 75 days; however, the 75 day period may be extended for good cause, including but not limited to situations where the complexity of the investigation, the number of witnesses identified, unavailable witnesses or information, or the volume of information which needs to be gathered and reviewed necessitates more time. The Employer shall provide written notification indicating how much additional time is necessary and reasons for the extension of the investigation to the faculty member in advance of implementing any such extension. Any additional extension of the leave

beyond the time frame described in the notice to the faculty member shall only be made by mutual agreement between the Employer and OT-AAUP.

No notice is required when, in the judgment of the President, or designee, the presence of a bargaining unit member on Oregon Tech property presents a threat to the health, safety, or welfare of the Oregon Tech community, or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of any member of the Oregon Tech community. In such circumstances, the suspension shall be with pay and the bargaining unit member will be removed and barred from Oregon Tech property pending further direction from Oregon Tech.

Section 8. Employer Action.

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

Section 9. Absence without Leave.

If a bargaining unit faculty member is absent without leave authorized under this Agreement for 10 consecutive business days during the term of their appointment, the bargaining unit faculty member may be considered to have abandoned their position and voluntarily resigned from employment with Oregon Tech. Before terminating the bargaining unit faculty member's employment, the Employer shall attempt to contact the bargaining unit faculty member by phone, at his or her work email address, at his or her personal email address if on file with the Office of Human Resources (OHR), and by letter mailed to the last address on file with OHR, and shall provide the bargaining unit member with at least five (5) business days to respond. The Employer's attempt to contact the bargaining unit faculty member may occur during the 21-day absence, or after. The Employer shall provide OT-AAUP with written notice of the termination of a bargaining unit faculty member under this provision.

Nothing in this Article shall prohibit Oregon Tech from reinstating a bargaining unit faculty member to his or her position.

ARTICLE [X]. RETRENCHMENT AND PROGRAM REDUCTION OR ELIMINATION

Section 1. General Provisions.

Oregon Tech is a complex, polytechnic university offering an array of applied and professional programs. As such, it is necessary for Oregon Tech to adjust staff and academic programs to align with changing industry, student, and market demand as well as adjusting programs due to financial conditions and constraints.

Therefore, this Article addresses the rights and obligations of both Oregon Tech and the Association when program review, retrenchment and financial exigency may occur at Oregon Tech.

Section 2. Definitions.

As used in this Article:

“Financial exigency” means that the Employer (Oregon Tech) is unable to provide a minimum level of operations necessary to offer educational programs to its students. Financial exigency must affect all university operations and be demonstrable.

“Program” constitutes any academic unit performing a service on behalf of the educational mission of the university, including but not limited to academic departments, academic programs, undergraduate and graduate degrees, minors, certificates, Honors program, dual credit program (Advance Credit Program and other High School related programs), online degrees or certificates, continuing education “badges”, library, research programs, general education, or anything delivered under the academic branch of the university, in the spirit of being educational to those being served.

“Retrenchment” means the layoff of a bargaining unit member (faculty) under conditions of financial exigency or program reduction or program elimination.

If the President finds that the university's budget has insufficient funds to do all of the following, then condition of financial exigency may be declared:

1. maintain all essential programs and services;
2. finance the full compensation of all tenured faculty;
3. finance the full compensation of faculty on fixed-term appointment until the end of the period of appointment;
4. finance the full compensation of all other faculty until the end of an appointment, including the providing of timely notice.

Section 3. Demonstrable Need for Financial Exigency.

Should the President of Oregon Tech anticipate a declaration of financial exigency and anticipate the need for retrenchment of bargaining unit members, the President shall:

- i. Notify, in writing, the OT-AAUP President and Vice-President of the possibility of declaring financial exigency as soon as possible, but no later than 180 calendar days of making such a determination;
- ii. Provide OT-AAUP within ten (10) business days of such notification, access to data and any other information used to make such determination. In sharing with OT-AAUP the data on which this anticipated declaration is to be made the format of the data should be electronic if possible, or in its current form, whatever that may be; access to the data is also an acceptable format; OT-AAUP is allowed to continue access to data for analysis for at least fifteen (15) business days of being given access to it;
- iii. Provide OT-AAUP opportunities to make additional requests for data or other information relevant to deciding financial exigency, within 20 business days of receiving access to data referenced in (ii) above.

Section 4. Process for Declaring Financial Exigency.

The President of Oregon Tech and the President of OT-AAUP shall convene a committee to formalize recommendations for declaring financial exigency or recommend against the declaration of a financial exigency. Within thirty (30) calendar days of receiving the information in Section 3 (iii), the university President and OT-AAUP President will each nominate three members to this Committee.

The Committee shall make recommendations to the university President and OT-AAUP President based on the mission of the university, the long-term financial health of the institution, and various opportunities for stabilizing the operations of the university as a whole. Specific recommendations may include, but are not limited to, venues for raising funds, redistribution of funds as deemed necessary, or cutting expenses broadly across academic and non-academic units in an effort to ensure the viability of the institution. The Committee shall make these recommendations within sixty (60) calendar days of convening.

The university President shall submit to the Board of Trustees the recommendations of the Committee and her or his recommendations in regard to declaring financial exigency.

The Board of Trustees shall make the final determination whether to declare financial exigency or not.

Section 5. Implementation of Retrenchment

The Employer shall act in good faith when considering retrenchment (layoffs) of bargaining unit members; whenever possible, alternatives shall be used to alleviate retrenchment.

The Employer shall retrench bargaining unit members by rank in inverse order of seniority within the department or unit identified for retrenchment. Seniority shall be calculated from the earliest date of continuous employment with Oregon Tech. Leaves with pay (like sabbaticals) shall count towards years of service when calculating seniority.

Periods of continuous employment while a member is not a bargaining unit member shall count towards years of service for seniority. Examples are employment of bargaining unit members as chair, associate dean, dean, provost or president.

Bargaining unit members shall be laid off in the following order:

- Temporary bargaining unit members shall be terminated prior to the layoff of other bargaining unit members. Visiting faculty and Professors of Practice shall be retrenched before non-tenure track faculty (NTTF).
- Non-Tenure Track Faculty (NTTF) bargaining unit members shall be laid-off in inverse order of seniority within the department or unit identified for retrenchment
- Untenured bargaining unit members shall be retrenched before members who are tenured, regardless of rank.
- Tenured bargaining unit members who are Assistant Professors shall be retrenched before tenured members who are Associate Professors, who shall be retrenched before tenured members who are Professors.

Whenever possible, bargaining unit members whose positions are terminated will be offered other positions (regardless of location, including online delivery) for which they are qualified or can become qualified, within a reasonable time, depending on the time necessary to earn adequate qualifications. Alternatively, a bargaining unit member whose position is being terminated shall be considered for relocation in a non-faculty position, whenever that member is qualified and as an alternative to retrenchment. If this effort fails, Oregon Tech shall make reasonable efforts to assist bargaining unit members in finding suitable employment elsewhere. This shall include for a period not to exceed two (2) years from the date of separation, the bargaining unit member retaining email and library privileges consistent with Oregon Tech's terms of use for university email and library electronic access, and agreeing to hold the university harmless for any misuse of these privileges. Laid off members shall have the right to the grievance procedure as to whether the processes outlined in this Article have been properly applied in their case.

A bargaining unit member whose appointment is terminated pursuant to the provisions of this Article shall receive notice (or salary and benefits in lieu thereof) according to the following schedule:

- i. in service less than 9 months shall receive a minimum 3 months' notice;
- ii. in service more than 9 months but less than 18 months shall receive a minimum 6 months' notice;
- iii. in service at least 18 months shall receive a minimum 12 months' notice.

Under the terms of this Article, the Employer shall not fill a position in a department or academic unit in which a bargaining unit member has been retrenched and is qualified to work unless the member has been offered reappointment (at the same rank, position, with the same salary, adjusted as necessary) and has been given at least thirty (30) calendar days within which to accept or decline the reappointment.

This restriction on filling positions shall be in effect for two (2) years from the date of the layoff of a bargaining unit faculty member or less if the bargaining unit member declines the offer of reappointment. Such offers for reappointment shall be sent to the bargaining unit member's university email address and to their physical address. ,

A bargaining unit member reappointed under this process shall have all time restored for seniority and retirement purposes.

A bargaining unit member laid off under the terms of this Article shall continue to receive tuition waiver privileges at Oregon Tech and other Oregon public universities as stated under Article [X] on Fringe Benefits, for a period of three (3) years from the time of being retrenched.

A bargaining unit member shall have the right to continue to participate, at their own expense, at the institutional group rates, in the Employer's medical/dental/vision benefit plan or life insurance or other such offers available to employees.

Section 6. Process for Determining Need of a Program Reduction or Elimination.

Through ongoing review of programs, Oregon Tech may adjust, reduce, reconfigure, or eliminate programs (major degree program, minors, concentrations, certificates, and continuing education, micro-credentials) in response to changes in enrollment and industry market demands, state appropriations, grants and other revenue sources, curricula changes, faculty expertise, educational programs, mission, and focus of the university as a normal course of business. This Article addresses the need for Program Reduction or Elimination outside of the normal course of business.

The determination for Program Reduction or Elimination will be based on data relevant to the specific program, and the institution as a whole, and shall include but not be limited to student current and projected enrollments, current and projected financial state of the university, program and other curriculum changes that will impact a program considered for elimination or reduction. The Provost or Deans may recommend to the OIT President a careful consideration for Program Reduction or Elimination based on this information.

The OIT President will notify OT-AAUP President, in writing, of the anticipated need for program reduction or elimination within ten (10) business days of making the determination of the potential for such need, and share all data that lead to this determination at the time of such notification.

The Provost shall convene a Program Reduction or Elimination Committee (PREC). In this case PREC's membership shall be decided with input from OT-AAUP, the affected academic units and

their appropriate leadership (respective department chairs, or deans), with equal representation by each constituency (with a total of at least 6 but no more than 12 members of PREC being appointed equally by the Provost and the Association's President, with some of the Provost's appointees being faculty).

Any determination of a demonstrable need for program reduction or elimination shall be consistent with institutional goals and needs. PREC shall be organized so that there is a Chair of PREC, elected by committee members, and any recommendations are voted on by its members.

Section 7. Implementation of Program Reduction or Elimination

PREC shall be given timely and adequate access to data necessary to make well informed recommendations, as well as any other appropriate information relevant to the process, and requested by PREC's Chair. PREC will be given at least ninety (90) calendar days to make a determination, and recommend to the Provost the implementation of a reduction or elimination of a program, or make a determination and not recommend reduction or elimination of a program.

The Provost will give due consideration to PREC's recommendations:

- A. The Provost shall share with OIT's President, OT-AAUP and the affected academic units PREC's recommendations, within ten (10) days of receiving them.
- B. In consultation with the Provost and Chair of PREC, OIT's President may recommend to the Board of Trustees the adoption of PREC's recommendations, barring any that may potentially be in violation of state or federal law, and within ten (10) days after sharing them with the parties described above in (A).
- C. The Board of Trustees will make the final decision on adopting all or part of the recommendations submitted to them by Oregon Tech's President as outlined above in (B). The Board will communicate their decision to OIT's President, the OT-AAUP President and the Faculty Senate President within fourteen (14) calendar days of receiving the recommendations outlined in (B) above. OT-AAUP reserves the right to comment on the OIT President's decision.

Any proposal for a bargaining unit member termination(s) resulting from program reduction or elimination shall follow Section 5 of this Article, Implementation of Retrenchment.

ARTICLE [X]. FACULTY PROFESSIONAL DEVELOPMENT

Section 1. General.

Oregon Tech agrees to support professional development of bargaining unit members by allowing for the reasonable absence from assigned duties to participate in professional development activities, provided that the bargaining unit member requests and receives approval for such absence from their department chairs or appropriate administrative officer in advance.

Section 2. Professional Development Funds Allocation and Use

Oregon Tech will establish a pool of funds to promote the professional development of bargaining unit members. The availability of professional development funds is budget-dependent and amounts may vary from year to year, but in no manner shall the funds be reduced below the stated yearly amount without a declared budget reduction and corresponding reductions in S&S accounts in all departments. Based on the discretion of the Dean, each academic department shall be allocated, no later than the start of the academic year, a professional development fund (PDF) to support faculty. Such allocations should keep in mind the higher cost of travel for Klamath Falls bargaining unit members.

Beginning September 15th, 2021, and no later than the start of each academic year thereafter, each PDF will be credited as follows:

\$250,000 (Academic Year 21-22)

\$262,000 (Academic Year 22-23)

\$275,000 (Academic Year 23-24)

Unused funds in a PDF shall automatically roll over at the end of each year for each college and become available for distribution by the respective Dean, for purposes of faculty professional development. Unused funds for Library faculty not used at the end of each year shall also roll over and become available for distribution by the Provost for purposes of faculty professional development.

There shall be written guidelines in each department that make explicit the criteria and procedures for the application for and awarding of these funds as well as the requirements for accepting them.

In all cases where a bargaining unit member is awarded professional development funds following the above approval procedure, the bargaining unit member must follow established University policies and procedures for institutional expenditures. Professional development funds remain University property while being available for use by the Dean consistent with the guidelines established in the awarding of the professional development funds. In no instance may professional development funds be used for salaries.

ARTICLE [X]. SABBATICAL LEAVE

Purpose.

Sabbatical leaves are a privilege extended by Oregon Tech for the purpose of strengthening the academic programs of the university while also contributing to the professional development of the bargaining unit member in scholarship, creative activity, teaching and leadership.

Sabbatical leaves should be granted when it can be shown that the bargaining unit member will use the time in a manner which will provide increased contributions to the institution either through study and research, writing, advanced study, or travel related to the applicant's field or professional activities.

Section 1. Eligibility.

A tenured bargaining unit faculty may be considered for sabbatical leave under the following circumstances:

- (a) After having been continuously appointed without interruption by a sabbatical leave for at least 18 academic terms (excluding Summer Session) or, in the case of 12-month faculty, at least 72 months; or
- (b) After having accumulated the equivalent of 6.0 FTE years over an indefinite period of 9-month or 12-month appointments, uninterrupted by a sabbatical leave or a protected leave of absence.

Any authorized or protected leave of absence will not prejudice the faculty member's eligibility for sabbatical leave. Uniform service leave shall be credited for eligibility for sabbatical. Tenured bargaining unit faculty members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in Section 1(a) or (b) above.

Section 2. Application.

Sabbatical leave may be delayed up to two years at the discretion of the Provost, and at the written request of the applicant. In such cases the applicant shall be notified of the Provost's decision no later than the end of the Winter term of the current academic year that is prior to the start of the sabbatical. The bargaining unit faculty member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years.

Tenured bargaining unit members who meet the sabbatical eligibility standard in Section 1, above, shall complete the official application form available on the Provost's website, attach a current curriculum vitae, and submit the application to their Department Chair, or appropriate administrative officer. In applying for sabbatical leave, a tenured bargaining unit member shall also sign an agreement to return to Oregon Tech for a period of at least one year on completion of the

sabbatical leave or repay the salary provided pursuant to Section 7, below. Sabbatical leave must begin and end with an academic term.

Section 3. Decision and Preference.

The Department Chair or appropriate administrative officer, in consultation with the Dean, shall discuss a plan to cover the duties of the bargaining unit members during the term of the requested sabbatical. If a plan is developed after such consultation, it shall be submitted to the Provost, along with the application for sabbatical leave, for final decision. If a plan is unable to be developed, the application shall not be forwarded to the Provost's Office for further review. A committee, comprising the academic deans, two of four tenured faculty members nominated by the Faculty Senate, and one provost faculty appointee who will serve as committee chair, will be charged by the Provost to provide recommendations to the provost for sabbatical leave. Approval of sabbatical leave proposals and the number of sabbatical leaves authorized shall be the sole discretion of the Provost and the number of sabbatical leaves authorized.

In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference shall not be given based on salary or rank but instead on the merit of the application.

In cases where sabbatical applications have equal merit, a bargaining unit member who has more time in service since their last sabbatical leave will be given highest priority for the award of sabbatical leave.

When signed by all parties, the Application for Sabbatical Leave becomes a binding contract. Revisions to the terms and conditions of the sabbatical contract must be agreed to by all parties to the original contract.

Section 4. Sabbatical Pay.

Nine-month bargaining unit faculty members on approved sabbatical leave shall be paid as follows while on leave:

- (a) One-term sabbatical: 85% of base salary;
- (b) Two-term sabbatical: 80% of base salary; and
- (c) Three-term (one academic year or full) sabbatical: 70% of base salary.

Twelve-month bargaining unit faculty members on approved sabbatical leave shall be paid as follows while on leave:

- (a) Four-month sabbatical: 85% of base salary;
- (b) Eight-month sabbatical: 80% of base salary; and
- (c) Twelve-month sabbatical (full): 70% of base salary.

The base salary rate for a bargaining unit faculty granted sabbatical shall be determined using the annual salary rate in effect at the time when the leave begins.

Bargaining members on sabbatical shall be eligible for all compensation adjustments.

Section 5. Sabbatical Benefits.

All benefits will continue to be paid as usual during a sabbatical leave. If alternative insurance is required to cover a bargaining unit faculty member during the period of sabbatical leave (due to international travel, etc.), Oregon Tech shall pay the equivalent amount toward that insurance as would otherwise be paid toward PEBB insurance. Any difference in the amount required for an alternative health insurance shall be paid by the bargaining unit member.

Section 6. Sabbatical Leave Reports.

After returning from sabbatical leave, the bargaining unit faculty member must submit a written report of the accomplishments and benefits resulting from the leave, aligned to applicant's intended sabbatical goals and objectives. This report is needed both for the record and as a justification of the value of the sabbatical leave program. The report is to be filed with the Provost, with a copy to the Department Chair and the Dean, within the timeline specified in the application.

Section 7. Obligation to Return.

Each bargaining unit faculty member, in applying for sabbatical leave, shall sign an agreement to return to the institution for a period of at least one academic year (9-month faculty) or one year (12-month faculty) upon completion of the leave.

If a bargaining unit member fails to fulfill this obligation or voluntarily separates from employment with Oregon Tech prior to expiration of one (1) academic year following the return from the sabbatical leave, the faculty member shall repay the full salary paid during the sabbatical leave plus the health care and retirement contribution (aka OPE, other payroll expenses) paid by Oregon Tech on behalf of the faculty member during the leave. This amount is due and payable within three (3) months following the date designated in the sabbatical agreement for the bargaining unit faculty member to return or the date of separation, whichever is earlier, unless another time is mutually agreed to in writing between Oregon Tech and the bargaining unit faculty member.

In cases of unforeseen circumstances that may temporarily prevent a bargaining unit member from returning to the institution as outlined in this Section, the faculty shall not be required to repay salary or other benefits under this Article. Bargaining unit members shall inform the Oregon Tech of such circumstances, to the best of their abilities.

Section 8. Supplementary Pay.

Bargaining unit members may supplement their sabbatical salaries, consistent with stipulations made in Article [X] on Outside Activities. Bargaining unit members may supplement their sabbatical

salaries to a reasonable degree, provided such supplements align with the goals of the approved sabbatical, and provided it is approved in writing by the Provost or designee.

ARTICLE [X]. OUTSIDE ACTIVITY

Section 1.

The University encourages its bargaining unit members to engage in outside activities that will advance the University's mission, increase their effectiveness and broaden their experience in relation to their institutional responsibilities, be of service to the community, the public and private sector, and the nation. Thus, the University recognizes that bargaining unit members may currently, or in the future, perform paid or unpaid activities outside the University provided that they are disclosed according to the University policy and the terms of this Agreement.

Section 2. Activities Not Considered Outside.

Teaching, research, publishing, lecturing, advising governmental agencies, serving on advisory boards and membership in professional societies are not considered outside activities, provided that (1) the activities are related to the bargaining unit member's professional field; and, (2) no compensation is received other than royalties from publications or small honoraria typically given for such service.

Section 3. Scope.

A bargaining unit member may perform only paid or unpaid outside activities do not interfere or legally or ethically conflict with the full and faithful performance of the member's obligations and responsibilities to the University, comply with all University rules and policies, and do not violate the Oregon Government Ethics Law.

Where the performance of unpaid outside activities conforms with these requirements, the bargaining unit member need not seek approval as outlined in Section 4, below, but shall comply with Section 5, below.

For full-time bargaining unit members, paid activities outside the University shall not exceed one (1) day during the course of a week, which is defined as five (5) calendar days. For part-time bargaining unit members, paid activities are inversely prorated by FTE.

Section 4. Approval, Change, and Renewal.

Effective upon ratification of this Agreement, any bargaining unit member who wishes to perform paid activities outside the University must obtain authorization from the Provost to perform such before the activity begins by completing an Outside Activity Approval Request form and filing such with their respective Dean who shall recommend approval or denial to the Provost.

Within sixty calendar (60) days of ratification of this Agreement, all bargaining unit members currently performing paid activities outside the University, either previously approved or otherwise, as of the date of ratification must obtain authorization to continue performing paid activities outside the University. Bargaining unit members must complete an Outside Activity Approval Request form and file such with their respective Dean who shall recommend approval or denial to the Provost.

The Provost reserves the sole and exclusive right to approve or deny a bargaining unit member's performance of any current or future paid activity outside the University and shall do so within fourteen (14) calendar days of receipt of the recommendation from the Dean. A denial may be appealed to the President within seven (7) calendar days, who shall issue a final decision within fourteen (14) calendar days from receipt of the appeal. The Provost's initial decision and the President's final decision are not subject to the grievance process under this Agreement.

If a bargaining unit member's request is denied by the Provost and not appealed, or denied by the President after appeal, the bargaining unit member must cease the outside activity within fourteen (14) calendar days from the final decision and send written notification of cessation to the bargaining unit member's Dean and Provost.

An approval is valid for twelve (12) calendar months or until the scope or employment commitment of the approved paid activity outside the University changes, whichever is earlier. In either case (expiration of the time period or a change), an approval is required before the activity can continue.

Failure to receive approval for the performance of any initial, change in, or renewal of a paid activity outside the University may result in discipline, up to and including termination of employment, by the University.

Section 5.

If approved, the bargaining unit member must make it clear that in the performance of the paid or unpaid activity outside the University the bargaining unit member is acting in an individual capacity and does not speak, write, or act in the name of the University or directly represent it. Thus, the bargaining unit member may not list their university telephone number, address, or email in commercial listings or other public documents, the purpose of which is to draw attention to the individual's availability for compensated or uncompensated service.

Furthermore, the performance of a paid or unpaid activity outside the University must not involve the use of the University name, logo, letterhead, property, facilities, equipment, or services.

ARTICLE [X]. HEALTH AND RETIREMENT BENEFITS

Section 1. Definitions.

For purposes of this Article, the following definitions apply:

A. **Employer Core Benefits.** The definition of Oregon Tech's Core Benefits includes health, dental, basic vision and basic life insurance. These benefits are administered by the Public Employees Benefit Board (PEBB).

B. **Eligibility.** Bargaining unit members are eligible for medical, dental, basic vision and basic life insurance if members are at least .50 FTE on an appointment of ninety (90) days or longer.

C. **Enrollment.** New bargaining unit members enroll for benefits within thirty (30) days of date of hire. Coverage is effective the first day of the calendar month following the submission of enrollment forms.

D. **Opt-Out.** A bargaining unit member may choose to opt out of one or more core benefits coverage, according to PEBB rules. When opting out of a core benefit the bargaining unit member may receive a portion of the monthly benefit amount as taxable income as determined by PEBB.

Section 2. Employer Contributions.

A. Medical, Dental, Vision: Oregon Tech pays ninety-five percent (95%) of the cost of medical, dental, vision, and basic life insurance premiums chosen by each eligible member through PEBB. The bargaining unit member will contribute five percent (5%) of the premium costs (pre-tax).

For health insurance only, where the bargaining unit member has the opportunity to choose between at least two (2) healthcare plans and the bargaining unit member enrolls in the least expensive health plan available to them, the bargaining unit member's premium costs shall be reduced by two percent (2%).

For 9-month bargaining unit members, Oregon Tech shall continue premium contributions over the Summer term (or other alternate terms) for those bargaining unit members expected to return to their positions the subsequent academic year.

B. Life Insurance: Basic Life insurance coverage is provided for all eligible bargaining unit members. Additional optional insurance may be purchased (see Article [X] on Fringe Benefits).

Section 3. Retirement Benefits.

Bargaining unit members may participate in Public Employees Retirement System (PERS), the Oregon Public Service Retirement Plan (OPSRP), the Optional Retirement Plan (ORP), the Tax-Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan 457 as set forth by Oregon law and plan documents.

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

Section 4. Salary Increase in Place of Employee Pick Up.

If Oregon Tech is prohibited by law from continuing to make the employee contribution ("employee pick up") for any bargaining unit member and the legal obligation requiring bargaining unit members to contribute 6% to their retirement plan remains, Oregon Tech will increase the affected bargaining unit member's salary by 6%, to the extent permitted by law.

If the State Legislature or the Higher Education Coordinating Commission reduces Oregon Tech's state allocations as a direct result of a legal prohibition on paying the employee pick up, Oregon Tech's obligation to increase salary for bargaining unit members, excluding those Tier Four ORP participants who receive an Employer Match Contribution in lieu of an employer-paid matching contribution under ORS 243.800(10), will be subject to negotiations between the two Parties. Oregon Tech shall bargain with OT-AAUP over any remaining impacts on bargaining unit members' salary after the implementation of this Article.

To the extent permitted by law, Oregon Tech agrees to adopt a resolution to make an election under the IRS Code to allow a pre-tax deduction of any statutorily required 6% employee contribution/payment. Such deduction shall be made from each employee's pre-tax gross wages.

ARTICLE [X]. WORKLOAD

Section 1.

Unless on approved leave, bargaining unit members shall be available for assignment of, and engaged in, professional duties for the entire period of their appointment. Professional duties are recognized to include instructional activities, professional development (including research and scholarship), and internal service to the university and/or external service to their profession, community, and Oregon Tech mission.

Section 2.

Oregon Tech has the sole and exclusive right under Article ____: Management Rights to assign faculty instructional and non-instructional workload. The bargaining unit member's total assignment shall be based on the member's contributions in each of the three areas: teaching, professional development (including research and scholarship) and service.

Section 3. Definition of Full-Time Faculty Workload

The full-time base instructional and non-instructional workload requirement of a bargaining unit member on a 9-month appointment is thirteen (13) workload units per term or a total of thirty-nine (39) per academic year. For those bargaining unit members on a 12-month appointment, the base instructional and non-instructional workload requirement is thirteen (13) workload units per term or a total of fifty-two (52).

Contractual work done beyond the 9-month contract should be calculated on a pro-rated basis consistent with this article. This applies to faculty with contracts between 9 and 12 months.

Full-time faculty workload is defined as 39 workload units (WLU) for both non-tenure-track (NTT) and tenured/tenure-track (TT) faculty on 9-month contract regardless of modality or campus location. The 39 WLU shall encompass both instructional and non-instructional work.

Bargaining unit members' workloads shall include WLUs for service and professional development, which are necessary for tenure and/or promotion.

Department chairs in consultation with faculty will complete an academic year faculty objective plan. The plan will determine how instructional and non-instructional workload is assigned to faculty each academic year or, as needed, each term.

Section 4. Quantifying Instructional Workload

In recognition that all faculty have expert knowledge and, as such, faculty instruction is equally valuable across disciplines, instructional workload shall be quantified according to the following guidelines for all course prefixes and independent of enrollment:

1 lecture contact hour = 1 workload unit (1 WLU)

3 lab contact hours = 2 workload units (2 WLU)

These formulae assume that instructional workload includes both in-class and out-of-class time at a ratio of 1:4, where 1 lecture hour (50 mins) requires, on average, three hours of preparation time (to include both lecture preparation and grading) and one hour (to include both student contact time, virtual or in-person, and sundry instructionally-related email tasks). For example, 9 WLUs of instruction requires approximately 36 hours of labor in a work week. (However, as noted above, some work weeks may require more time and some may require less time; faculty are not hourly employees, and this contract assumes that these variations work themselves out over the course of an academic term.)

Department chairs may make decisions about offering classes based on enrollment, but enrollment shall not affect a faculty member's workload. Faculty members shall not be penalized for teaching essential courses that advance students toward graduation; if a course is judged essential to offer, a faculty member shall receive the same amount of instructional workload regardless of enrollment.

Librarianship

In recognition that Library faculty workload is unpredictable and inconsistent, Librarianship (as equivalent to instructional workload) cannot be mapped to lecture hours but instead may include some or all of the following activities: Fostering learning environments that promote information competencies, inquiry and analysis, and critical thinking while encouraging lifelong learning; contributing to the design, improvement, and assessment of courses, curricula, and research activities; managing, developing, and creating the libraries' collections, as well as facilitating intellectual and physical access to the libraries' collections that foster diverse perspectives.

Externship

For an in-load externship assignment, faculty shall receive 1-1 credit hours to workload units.

Summer/Off-Term

Instructional workload assigned outside the 9-month contract (during the Summer or "off" term) will be paid as: annual base salary divided by total annual WLU. This determines the pay per workload unit (WLU).

Section 5. Quantifying Non-Instructional Workload

Non-instructional workload, professional development (including scholarship or research) and internal service to the university and/or external service to their profession and community consistent with the university's mission, shall be quantified according to the following formula:

10 hours of non-instructional work = 1.0 workload unit

Quantifying Service

For service duties whose work occurs primarily in meetings, workload shall be calculated based on approximate meeting hours per year. For service duties whose work occurs primarily outside of meetings, workload shall be calculated based on approximate hours of work per year. In either case, WLU correspond to the non-instructional workload formula above, where 10 hours of non-instructional work = 1.0 WLU. Additionally, in recognition that chairing a committee creates additional workload, chairing a committee shall count as an additional 0.1 WLU per meeting (that is, an extra hour of work for every meeting).

To ensure institutional equity in workload assignments, major university-wide service shall be divided into three categories: high-commitment service (> 20 hours per year), mid-commitment service (10-20 hours per year), low-commitment service (< 10 hours per year).

In addition to major university-side service, other non-instructional duties as assigned by a department and according to departmental needs shall be calculated according to the non-instructional workload formula. Department chairs shall justify their classification of departmental service workload in their annual workload reports. This list shall be revisited each June by departments and OT-AAUP.

Student advising workload shall follow the non-instructional workload formula, where 10 hours of work = 1 WLU. That formula shall be applied specifically to advising in the following way.

- < 15 students = 0.25 WLU/quarter
- 15-29 students = 0.5 WLU/quarter
- 30-45 students = 1.0 WLU/quarter
- 46-60 students = 1.5 WLU/quarter
- >60 students = 2.0 WLU/quarter

Service work in the form of program director shall receive a minimum of 3 WLU per term. Other departmental service such as program assessment, scheduling, advising coordinator, retention and recruitment coordinator, shall receive commensurate recognition of work according to the workload formula in this section.

Quantifying Professional Development.

In recognition of the disciplinary expertise of individual departments, professional development shall be quantified at the departmental level in accordance with the non-instructional workload formula.

For example, a department may determine that presenting at a regional conference is worth 1.0 WLUs while presenting at a national conference as worth 2.0 WLUs, etc. Such determinations shall

be justified in both the annual Faculty Objectives Plan and in the department's annual workload reports.

Section 6. Commitment to Maintaining Full FTE

In the event of course cancellation for insufficient enrollment, Oregon Tech will work with the affected faculty member to determine if it is possible to replace the course assignment with an equivalent course assignment within the same appointment period and academic year. If it is not possible to replace the course assignment within the same appointment period and academic year, the department may provide an equivalent, alternative non-instructional assignment consistent with the department's workload policy needs. Examples of such work include but are not limited to the following: student research; advising; determining course equivalencies for transfer credit; assessment projects; curriculum development; recruiting. The equivalent, alternative assignment must be assigned and realistically completed during the same term the cancelled course was scheduled.

Section 7. Overload

Any work—instructional or non-instructional—performed by faculty members beyond their 39 WLU full-time workload shall be considered overload. In recognition that overload work is work outside of a faculty member's regular annual contract, performing instructional or non-instructional work outside of 39 WLUs (i.e., workload of 40 WLUs or above) shall never be mandatory and shall always be compensated.

No faculty member shall be forced to take on overload work; overload must always be voluntary. Hybrid, remote or online courses shall be loaded equivalently to face-to-face/traditionally delivered courses. All other loading procedures in this Article shall apply.

Section 8. Determination of Course Caps

Course caps (maximum number of students) shall be determined in consultation with departmental faculty, and these caps shall be based primarily on established disciplinary and pedagogical best practices. Course caps shall be clearly communicated to bargaining unit members at least at the time of course scheduling or earlier, whenever possible.

A course can only be over-enrolled with the explicit voluntary consent of the faculty, in exceptional circumstances, and compensated at pro-rated workload units (for example, a course loaded as a 3 WLU with an established cap of 20 students, shall be loaded as a 6 WLU course if a faculty agrees to teach the course with 40 students in it).

Section 9. Student Consultation Hours

(A). All bargaining unit members shall be available for student consultation. Student consultation sessions, student contacts and communication are a necessary part of teaching a course. Full-time

bargaining unit members shall establish and maintain a minimum of five (5) scheduled or by appointment student consultation hours per week outside of class, each term they are teaching. Those bargaining unit members with less than full-time appointments shall establish minimum consultation hours in proportion to their part-time appointment.

(B). Each bargaining unit member shall include consultation hours on each course syllabus. Upon request bargaining unit members shall report consultation hours to administrative supervisor.

Section 10. Other Provisions

Under conditions of financial exigency or program reduction as outlined in the Article [X] on Retrenchment, the Association and Oregon Tech agree to meet to negotiate potential changes to terms in Sections 3, 4 and 5 of this Article. A request for such bargaining may be initiated by either party and sent in writing at least ten (10) business days' notice to either the Provost or the Association President or their designees.

For the Article on Definitions:

Academic Year. Academic year shall consist of three (3) 10-week terms. For nine (9)-month faculty the academic year shall consist of three (3) 10-week terms beginning on or about September 15th including a Convocation before the beginning of the fall classes but not including scheduled holidays, Thanksgiving Break, Winter Break and Spring Break, as defined by the current academic calendar. The academic year will end on or about June 15th.

For twelve (12) -month faculty the work year shall consist of twelve (12) months but not including scheduled holidays. Accrued vacation leave shall be used for any break between terms.

Summer Term. Summer Term is the time that occurs between the end of the spring term on or about June 15th and the start of the fall term on or about September 15th.

ARTICLE [X]. COMPENSATION

Section 1: Purpose

The compensation article will detail the guidelines and procedures for the provision of salaries provided by Oregon Tech to members of the Association. This article will dictate the procedures for identification of comparators for salary floor calculation and provide calculations of salaries at each rank within each of the academic disciplines in order to avoid wage compression. Furthermore, this article will detail adjustments and additions to base salary for the provision of additional education, training, or experience, as well as additional compensation for potential merit-based adjustments and other salary related topics.

Section 2: Identification and Data for Comparators

Due to the unique and diverse makeup of Oregon Tech, there is no individual group of comparators that would enable a direct comparison of salaries and non-salary benefits for the purposes of salary identification. Rather than determining specific subsets, salary floors will be calculated as percentages based on data from the 2020 CUPA Annual Report for Faculty in Higher Education and the 2020 Professionals in Higher Education Annual Report from CUPA or the most current version of these reports. For the purposes of comparison, the group of Tenure Track Faculty at Baccalaureate Institutions at the 2 digit CIP level has been chosen. CUPA year end reports will be provided by Oregon Tech yearly for salary update and review by OT-AAUP.

Section 3: Year 1: Base Salary Computation and Levels

a.) Disciplinary Codes

For faculty subsets excluding library faculty, disciplinary codes (CIP) are assigned based on their academic department/assignment. Departmental comparisons for salary calculation are dependent on the assigned CIP codes. The Classification of Instructional Program (CIP) codes provide a “taxonomic scheme” developed by the U.S. Department of Education’s National Center for Educational Statistics. A complete listing of CIP codes is provided at <https://nces.ed.gov/ipeds/cipcode/browse.aspx?y=56>

CIP Codes for Oregon Tech Academic Departments

Department	CIP
Civil Engineering	14
Communication	09
Computer Systems Engineering Technology	14
Dental Hygiene	51
Medical Laboratory Sciences	51
Electrical and Renewable Energy Engineering	14
Emergency Medical Services	51
Geomatics	14
Humanities and Social Sciences	42
Library	NA
Management	52

Manufacturing and Mechanical Engineering	14
Mathematics and Statistics, Applied	30
Medical Imaging Technology	51
Natural Sciences	26
Respiratory Care	51

Library Position Code/Title
[402020] Librarian - Head of Technical
[402030] Librarian - Head of Public
[402040] Librarian - Head of Cataloging
[402050] Librarian - Head of Collection
[402060] Librarian - Head of Special
[402065] Librarian - Systems/Digital
[402170] Librarian - Head of Reference

The average salary of the librarian position codes, as retrieved from the 4-year college group from the CUPA annual report on professional salaries will be used as the baseline for determining Oregon Tech librarian wages.

Bargaining unit members classified as professor of practice, clinical instructor and visiting professor shall be compensated the same as Instructor ranks. Compensation for any new ranks or classifications not referenced within this article shall be negotiated with OT-AAUP within thirty (30) calendar days when applied to bargaining unit members within Oregon Tech.

b.) Determination of Ranges

The minimum base salary table will be updated yearly proportionally to annual changes in CUPA reports in order to maintain salary minimums for new hires; though, for current faculty it is only used to correct for market equity.

Formula:

Minimum Base Salary = (Years of Service adjusted for post tenure review + CIP differential + Tenure + Rank – Deduction for No Terminal Degree)*(Contract Length/9)*FTE

YOS: 1 Year of Service for each year of 0.5 FTE contract or more, including terms on sabbatical.

Post Tenure Review: 1 YOS for every prior “satisfactory”, 3 YOS for every prior “Excellent” or “Exemplary”

CIP: Add the corresponding value in the CIP table to the base salary

Tenure: Add \$3,000

Associate Professor: Add \$3,000

Professor: Add \$8000 (in addition to the \$3,000 if tenured and \$3,000 for associate professor)

Terminal degree: If the terminal degree is in a related or applicable field, value is as provided above. If a bargaining member has only a Master's degree where a terminal degree is a PhD, subtract \$1,000. If a bargaining member is at the B.S. level, subtract \$4500 from the calculated value. The terminal degree is a PhD for all the CIP codes above, except for CIP 51 and Library where the terminal degree is a Master's degree.

A one-time adjustment of \$750 shall be added to bargaining unit member's base salary for obtaining/maintaining an industry license required for teaching in Oregon Tech's program if that faculty member does not have a PhD.

9 Month Base Salary for Professorial Ranks					CIP Code Salary Differential	
YOS	Untenured Assistant Professor or Instructor With PhD	YOS	YOS		CIP	Differential
			\$59,15	\$65,69		
0	\$ 44,140	21	9	42	1	9 11294
			\$59,45	\$66,01		
1	\$ 44,802	22	5	43	9	14 23524
			\$59,75	\$66,34		
2	\$ 45,474	23	2	44	9	26 11314
			\$60,05	\$66,68		
3	\$ 46,156	24	1	45	1	30 15868
			\$60,35	\$67,01		
4	\$ 46,848	25	1	46	4	42 11294
			\$60,65	\$67,34		
5	\$ 47,551	26	3	47	9	51 16854
			\$60,95	\$67,68		
6	\$ 48,264	27	6	48	6	52 23524
			\$61,26	\$68,02		
7	\$ 48,988	28	1	49	4	
			\$61,56	\$68,36		
8	\$ 49,723	29	7	50	4	
			\$61,87			
9	\$ 50,469	30	5			
			\$62,18			
10	\$ 51,226	31	4			
			\$62,49			
11	\$ 51,994	32	5			
			\$62,80			
12	\$ 52,774	33	7			
			\$63,12			
13	\$ 53,566	34	1			

				\$63,43
14	\$	54,369	35	7
				\$63,75
15	\$	55,185	36	4
				\$64,07
16	\$	56,013	37	3
				\$64,39
17	\$	56,853	38	3
				\$64,71
18	\$	57,706	39	5
				\$65,03
19	\$	58,572	40	9
				\$65,36
20	\$	58,865	41	4

Section 4: Year 2 and after Base Salary Adjustments

a.) Maintenance

Comparator values will be changed yearly based on the CUPA Annual Report for Faculty in Higher Education and the Professionals in Higher Education Annual Report from CUPA. Salaries for all bargaining unit members will be proportionally adjusted based on changes to the average values represented by the yearly reports for “baccalaureate institutions”. The proportional adjustment shall be 65% of the yearly differential from the previous year CUPA report by CIP code.

b.) Post Tenure Merit Adjustments

Bargaining unit members who have earned tenure undergo a periodic post-tenure review process to assess merit. Successful outcomes of a post-tenure review process will be represented with a merit wage adjustment as follows:

- 1) Satisfactory – The bargaining unit member shall be awarded an increase to their base salary equivalent to 3% of their annual base salary.
- 2) Excellent – The bargaining unit member shall be awarded an increase to their base salary equivalent to 6% of their annual base salary. \$2500 one-time bonus shall be awarded to the faculty member. The \$2500 one-time bonus shall be yearly adjusted upward based on 2.05% per year.
- 3) Exemplary – The bargaining unit member shall be awarded an increase to their base salary equivalent to 6% of their annual base salary and a \$5000 one-time bonus shall be awarded to the faculty member. The \$5000 one-time bonus shall be yearly adjusted upward based on 2.05% per year.
- 4) Faculty receiving an unsatisfactory review during a post-tenure review will undergo an interim post-tenure review during the next year. No financial incentive will be awarded for a faculty achieving “Satisfactory” on an interim post tenure review. Excellent or Exemplary outcomes for an interim post-tenure review shall be rewarded as stated in (c.2) and (c.3) of this Section.

d.) Promotion and Tenure

A tenure track bargaining unit member who is awarded tenure or promoted in academic rank shall receive an increase to their annual base salary on the effective date of the promotion, as follows:

Awarding of Tenure and Promotion to Associate Professor: \$6,000
Promotion to Full Professor: \$8,000

*If only Tenure or Promotion is awarded, the amount is: \$3,000

**Faculty who have already earned Tenure but have not been promoted to Associate Professor shall have the above added to their annual base salary for the next contract.

A non-tenure track bargaining unit member who is awarded promotion in academic rank shall receive an increase to their annual base salary on the effective date of the promotion, as follows:

Instructor without MS to Instructor with Master's Degree: \$3,500
Instructor to Senior Instructor 1: \$6,000
Senior Instructor 1 to Senior Instructor 2: \$8,000

If this adjustment does not move the bargaining unit member's annual base salary to at least the floor of the next rank within their discipline, the faculty shall have their base salary assigned to the floor of the next rank within their discipline.

The dollar amounts associated with promotion will be yearly adjusted upward based on 2.05% per year.

e.) Merit

1.) Bargaining unit members who had an appointment at Oregon Tech on or before February 15 of the previous calendar preceding the effective date of the previous increase, and met expectations in each category in their most recent APE shall be eligible to receive merit increases.

2.) Effective each January 1 (for 12-month appointments) and February 1 (for 9-month appointments) Oregon Tech will establish a university-wide salary pool equivalent to **0.6 %** of the total salary pool of bargaining unit members. Eligible bargaining unit members, as defined in subsection B, above, shall receive a merit increase of at least 0.3%. No merit increase may exceed 0.9%.

43.) As of November 1 of each calendar year of this agreement, if the total revenue for the previous fiscal year falls by 5% or more, the parties agree that no merit pool will be allotted for that academic year.

f.) Retention and Equity

Nothing in this Article shall prevent Oregon Tech from making individual bargaining unit member salary increases, as needed, on a case-by-case basis, including retention increases or equity

adjustments.

In order to facilitate retention of faculty, the Provost or designee together with OT-AAUP representatives will establish a retention salary adjustment process describing the criteria and procedures to be used in making a retention adjustment for bargaining unit faculty members. The retention salary adjustment policy will be published on the Office of Human Resources website.

Record of the reasons for the salary change will be documented in the faculty personnel files and within the Office of Human Resources database system. Retention or equity adjustments to salary shall be reported to the Association when they occur or, at least, on an annual basis.

g.) Tenure Relinquishment

The Oregon Tech Tenure Relinquishment program is available, subject to the approval of the Provost or their designee, to any tenured faculty member. When requesting approval of a tenure relinquishment agreement, the bargaining unit member will fill out the Tenure Relinquishment Agreement form and submit it to the Provost through the Department Chair and Dean. The following provisions will prevail:

1. All bargaining unit members with indefinite tenure may request tenure relinquishment to take effect at any time.
2. A bargaining unit member may request a date to implement the Tenure Relinquishment Agreement that is no more than three years before the date of retirement.
3. When a Tenure Relinquishment Agreement is approved by the Provost, the bargaining unit member will be granted a one-time increase to the member's base pay. This salary enhancement will take effect no more than three years prior to tenure relinquishment and will remain in effect through the period in which the Tenure Relinquishment Agreement is in effect. A 6% increase will be given if tenure is relinquished within three years of the effective date of the Agreement. The bargaining unit member will be eligible for other normal pay increases during this period. Benefits will continue as standard for bargaining unit members including administration of health benefits over the summer.

Bargaining unit members who relinquish their tenure under this section shall continue to possess all the rights and privileges and responsibilities of a bargaining unit member under this contract, including service to the institution and other assignments. The process of forming a tenure relinquishment agreement is initiated by submitting a Tenure Relinquishment form to the Department Chair or Library Director. A tenure relinquishment proposal is then developed, often going through a number of drafts, to assure that the agreement meets the needs of Oregon Tech and the bargaining unit members. Once executed, the tenure relinquishment agreement can be amended by mutual agreement in writing, however an approved tenure relinquishment cannot be rescinded. The parties agree to review the effectiveness and purpose of the tenure relinquishment program in subsequent negotiations. Bargaining unit members who have relinquished tenure may be employed on a fixed-term, full-time basis beyond the relinquishment of tenure, if circumstances so warrant.

With the approval of the Department Chair or Director, Dean, and Provost, a bargaining unit member relinquishing tenure may also enter into an agreement for up to three one-year fixed-term contracts of part-time work after their retirement, consistent with applicable rules and regulations of PERS or as dictated by State of Oregon law. Under such agreements, faculty will be eligible for normal pay increases. All service by the faculty member must, during these periods, be fully satisfactory. During a period of program reduction of financial exigency, Oregon Tech agrees to provide bargaining unit members who have relinquished their appointment and are on a fixed-term appointment with the same protections as their prior ongoing appointment. The fact that they relinquished their appointment during the last three (3) years will not change their seniority, length of service, or any other protection guaranteed to their peers.

Relinquishment shall be granted in the ordinary course by the Provost, except the Provost retains discretion to deny relinquishment under the following circumstances:

- (1) a faculty member has previously received notice of non-renewal or termination or
- (2) a faculty member is later terminated for just cause prior to their final date of employment.

Section 5: Stipends and other Sources of Income

Stipends shall be compensated and recorded separately from base salary and never included within this calculation so as to preserve the value of the base salary for comparison against step and time in rank. Clear documentation of the reasons for stipends will be maintained. The purpose of this is to maintain comparability between faculty salaries for purposes of analysis of compression and possible sources or claims of wage, gender, age, or other discrimination in order to maintain transparent compliance with Oregon legal statutes and provide transparency in any grievance procedure.

a.) Geographic Stipend

Due to differing locations of campuses, costs of living and travel differ for bargaining members located at different campuses.

Geographic Stipend: Due to the high cost of living in metro locations (Seattle, Wilsonville, or Salem), faculty working at a campus in a metro location will receive a Geographic Stipend in addition to their salary. The Geographic Stipend for 20-21 is \$11,400. Each year for the duration of the contract, the Geographic Stipend will increase by \$200.00 annually.

This stipend will be equal for all bargaining unit members employed on these campuses and will be paid out for 12-months for all faculty regardless of the faculty's contract duration.

b.) Program Director and Departmental Assignments

The current remuneration for Program Directors and other departmental assignments will be maintained unless the parties agree to re-open the contract to address these. Either Party may initiate these discussions by providing the other with written notice. The Parties will meet to begin negotiations within thirty (30) calendar days of this notice. No Strike/No Lockout shall remain in full force and effect until the parties reach agreement.

c.) Overload and Online Compensation

Definition of overload is addressed in the article on workload. Workload per term will be calculated between the bargaining unit member and their supervisor to determine the amount of workload that is overload for that term and to meet annual FTE requirements. Compensation for overloads will be paid in the last paycheck for every term and added to the faculty salary calculation for retirement benefits.

Externship overload shall be calculated according to the following formula: \$60 per student-basis per credit hour.

Year	Regular Overload per WLU
2021-2022	1100
2022-2023	1210
2023-2024	1331
...	

Adjustments:

- 1.) An overload course enrolled with less than ten (10) students may be approved in exceptional circumstances and will be paid at \$75 per student credit hour
- 2.) An online class with a large enrollment may also be awarded a stipend based on innovation, technology, delivery, or other course requirements.

Bargaining unit members may request from the Dean that compensation for instructional overload take the form of class release in the future terms of the same academic year. The decision to grant the request is within the sole discretion of the Dean.

d.) Sponsored Programs

Compensations for work performed on sponsored agreements or matching funds must be approved by the provost or designee and consistent with the Sponsored Program requirements. Such compensation is not to exceed the bargaining unit member's base salary rate.

Appointments for which compensation is paid, in the whole or in part, with federal funds shall follow the standards established in Federal Cost Principles for Educational Institutions and may be ineligible for an overload appointment or extra compensation. Notwithstanding this requirement, a bargaining unit member may receive compensation that exceeds the member's base salary so long as the extra appointment and its compensation is approved specifically by the granting agency.

e.) Other Compensation

At the sole discretion of the provost or designee, bargaining unit members may be awarded a stipend for performing academic-based projects.

Section 6: Sabbaticals and Other Leaves

Sabbatical compensation will be as addressed in Article [x] on Sabbatical Leave. Faculty on sabbatical shall still be eligible for compensation adjustments due to market, promotion, and other increases during their time on sabbatical.

Section 7: Existing Compensation Agreements

Any agreements related to compensation made between Oregon Tech and individual bargaining unit members prior to the effective date of this Agreement are considered null and void and shall not continue beyond the effective date of this Agreement except as noted by this Agreement.

Section 8: Payment of Salary

Members of the Association may opt to be paid in 9 or 12 equal monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit except in the case of emergency or unless another method of payment is required by law or by mutual agreement. Corrections to monthly salary paychecks shall be implemented as soon as possible, but no more than 30 days from a bargaining unit member's notification to the Office of Payroll of payment errors. Payment options shall be agreed to with the affected faculty.

Section 9 Additional Topics

Individual adjustments and calculations for a first contract must be included within this documentation.

A. Geographic Adjustment Normalization

All bargaining unit members receiving a metro campus stipend will have the stipend separate from their base salary and included under a "stipend" category. Bargaining unit members who do not have this stipend currently and are eligible will be awarded the metro location stipend.

B. Non-regression of Wages

For faculty members whose current wages exceed those calculated according to this article, no downward adjustment of wages shall take place.

C. Cost of Living Adjustment

FY 2019-2020. Effective retroactively to September 15th, 2019, bargaining unit members shall receive a cost of living adjustment of 3.00% to their base salary for the academic year 2019-2020.

TENURE RELINQUISHMENT FORM

Name: _____ Date: _____

Present Rank: _____ Department: _____

I understand the Oregon Institute of Technology Tenure Relinquishment Policy (OIT 20-033) and request that I be authorized to relinquish my tenure as follows:

1. I agree to relinquish my indefinite tenure on _____. (Date is to be no more than three years from the effective date of this request.)

2. My annual base salary will be increased by six percent during the period indicated below. Dates may not be retroactive.

In addition, I will be eligible to receive, during the period this agreement is in effect, all across-the-board adjustments provided by the Oregon Tech for faculty with fully satisfactory service. I will also be eligible for consideration for merit adjustments authorized by the Oregon Tech.

3. I understand that this termination agreement does not include an offer of any future employment at Oregon Tech. Future appointments with Oregon Tech will be contingent upon department need and available budgetary resources subject to approval of the Provost.

4. A reference to this letter will be included in my Notice of Appointment for contract year 20____-20____ (applicant may indicate one, two, or three consecutive years).

5. This agreement may be varied or terminated in the event of program reduction or financial exigency.

6. The terms of this agreement constitute the entire agreement between Oregon Tech and myself. There are no other understandings, oral or written. Any amendments to this agreement must be in writing and signed by the Provost.

7. This form will be submitted by April 1st before the academic year of requested tenure relinquishment. The Provost shall respond to the applicant by May 1 of the same year as the request is made.

8. I understand that I will receive University provided health insurance contributions if I am eligible based on my employment FTE and PEBB eligibility requirements.

When signed by all parties listed below, this document becomes an employment contract.

Faculty Member _____ Date _____

Department Chair/Director _____ Date _____

Dean _____ Date _____

Provost _____ Date _____

ATTACHMENT B

The Union's cost estimate is that the maximum cost over the proposed three-year term of the agreement will be \$5,113,047.

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

COST SUMMARY FORM

For ERB Use Only

Case No. _____

Date Filed _____

Projected Increase/Decrease in Each Year
(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Professional Development (establishes yearly pools for members)	\$300,000*	-\$50,000	-\$38,000	-\$25,000	-\$113,000	*Estimate, Employer did not provide this information. Actual Cost year1=250k, year2=262k, year3=275k
Sabbaticals (will vary with how many members may be approved in a given year)	\$440,000	\$30,000	\$30,000	\$30,000	\$90,000	*Estimates based on previous year's number of sabbaticals (percentages adjusted for full and two-terms sabbaticals)
Faculty Compensation (includes OPE)	\$18,153,735	\$2,390,060	\$1,748,150	\$1,786,037	\$5,924,247	*Compared to current costs; OPE includes healthcare, retirement and "other"
Benefits (see Compensation; current OPE costs are \$7,162,235)	\$0	\$0	\$0	\$0	\$0	*OPE changes included in Faculty Compensation (row above) - no changes to healthcare or retirement benefits (status-quo)
Faculty Compensation - Overload	\$2,171,020	-\$379,120	-\$260,080	-\$149,000	-\$788,200	*Assuming the same amount of overloads and online (in terms of courses) are taught by bargaining unit members, but compensated under this proposal.
TOTAL (for each column)	\$21,064,755	\$1,990,940	\$1,480,070	\$1,642,037	5,113,047	