

March 17, 2021

VIA ELECTRONIC MAIL TO:

emprel.board@oregon.gov

Steve Irvin, State Mediator
Oregon Employment Relations Board
528 Cottage St., NE Ste. 400
Salem, OR 97301

Re: Oregon Tech/OT-AAUP
ME-022-20

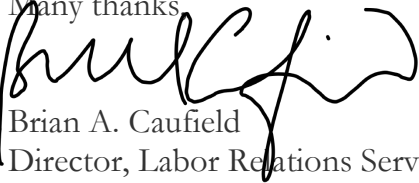
Dear Mr. Irvin:

This office represents Oregon Institute of Technology (“Oregon Tech”) in connection with first labor contract negotiations with Oregon Tech-American Association of University Professors.

Pursuant to Oregon Tech’s declaration of impasse filed March 10, enclosed please find Oregon Tech’s Final Offer and Cost Summary, copies of which are being simultaneously served on Cristina Negoita, OT-AAUP’s Chief Negotiator.

Please contact me with any questions.

Many thanks,



Brian A. Caufield
Director, Labor Relations Services

/BAC

Encl.

cc: Oregon Tech (via email only)
Cristina Negoita, Ph.D. (via email only)

1
2 **Article ___: Association Rights**

3
4 This Article establishes the rights of the Association, OT-AAUP, including access to
5 university resources and information.
6

7 **Section 1(A).** No later than ~~September 15~~ July 1 of each year, OT-AAUP ~~will shall~~
8 inform Oregon Tech's Office of the Provost and Office of Human Resources in writing of
9 all elected ~~or appointed~~ OT-AAUP officers and alternates, known in this Article as
10 designated representatives, ~~who are~~ authorized to speak on behalf of OT-AAUP by
11 submitting each ~~officials~~ designated representatives: (1) name; (2) ~~elected office~~ elected
12 or appointed position; (3) ~~duration of their position~~ with OT-AAUP; and, (4) ~~detailed~~
13 generalized description of the duties and responsibilities for their position ~~elected office~~
14 ~~holder~~; and (4) ~~estimate of time necessary to perform the duties and responsibilities of~~
15 ~~the elected office, to the Office of the Provost and the Office of Human Resources. The~~
16 ~~estimate of time necessary to perform the duties and responsibilities of the elected office~~
17 ~~that is provided with the list shall not be deemed an acceptance by Oregon Tech that such~~
18 ~~is reasonable under ORS 243.798.~~

Commented [CB1]:
Oregon Tech intends that the elected or appointed OT-AAUP officers and alternates be from the bargaining unit.

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19
20 **(B).** Any changes that occur in the list submitted shall be forwarded in the same
21 format and to the same offices within ~~seven fourteen ten (1047)~~ calendar business days
22 of the effective date of change. Oregon Tech shall not acknowledge nor respond to any
23 individuals other than those authorized by OT-AAUP in the list(s) submitted.
24

25 **(C).** Designated representatives by prior arrangement with their Dean shall be
26 granted reasonable time outside of instructional work duties to engage in activities listed
27 in ORS 243.798.

Commented [CB2]:
Note: Since the Chairs are currently represented, Oregon Tech has not picked up the Union's language "or appropriate supervisor" and proposes that such requests go through the Dean.

28
29 **(D).** Oregon Tech shall release up to five (5) bargaining unit members designated
30 by OT-AAUP as representatives to its bargaining team from all non-instructional work
31 duties for the purposes of preparing for and attending successor contract negotiations.
32 The non-instructional release shall begin one month before the start of the parties'
33 successor contract negotiations and continue through the date of ratification.

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34
35 In the event a formal grievance is filed under Article [], Section 4 of this
36 Agreement, Oregon Tech will release OT-AAUP's Grievance Officer identified in the list
37 from subsection (A) or (B), above, from non-instructional committee work beginning
38 from the date of the filing of the formal grievance up to and inclusion of Step 3 of Article
39 []: Section 4 of this Agreement.

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Commented [CB3]:
Oregon Tech proposes this language in response to the Union's comment in its Disciplinary counter regarding a willingness to agree to the language in Section 1 of Oregon Tech's Disciplinary counter.

40
41 **Section 2.** OT-AAUP ~~elected officials~~ designated representatives may use Oregon
42 Tech's facilities for the purposes of conducting meetings with bargaining unit members

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43 provided that the facility is available and proper scheduling and fees have been arranged
44 and paid by the same means available to external ~~entitie~~ professional organizations.
45 During its use of any Oregon Tech facilities, OT-AAUP agrees to adhere to all policies
46 regulating its use.

47
48 **Section 3.** An ~~elected official of~~ OT-AAUP designated representative shall be given
49 thirty (30) minutes during new employee orientation ~~have the right~~ to meet with new
50 bargaining unit members ~~for a period of at least thirty (30) minutes during new employee~~
51 ~~orientation~~. If a new employee orientation is not held, an OT-AAUP designated
52 representative shall be allowed, upon request to the Deans, to seek a thirty (30) minute
53 meeting with the new employee(s) within thirty (30) calendar days ~~from of the start~~ date
54 of their contract. ~~hire for a period of at least thirty (30) minutes during new employee~~
55 ~~orientation~~.

Commented [MCM4]:
Bargaining Note: The employee(s) retains the right to say no to a meeting.

56
57 **Section 4.** ~~OT-AAUP elected officials-~~ designated representatives and bargaining unit
58 members shall have the right to use Oregon Tech's electronic mail, campus mail, and
59 telephone systems to communicate with between and amongst each other regarding:

Commented [CB5]:
This language is taken directly from the statute.

- 60
61 (a) collective bargaining, including the administration of collective bargaining
62 agreements;
- 63
64 (b) the investigation of grievances or other disputes relating to employment relations;
65 and,
66
67 (c) matters involving the governance or business of OT-AAUP.

68
69 OT-AAUP ~~elected officials-~~ designated representatives and bargaining unit members who
70 participate in any form of a strike identified in Article: ___ No Strike/No Lockout strike
71 shall not have access to the above mentioned Oregon Tech's electronic mail, campus
72 mail, and telephone systems while participating in the strike.

73
74 **Section 5.** Upon written request to the Office of the Provost ~~and signed by the OT-~~
75 ~~AAUP President~~ a designated representative, and no more than twice per academic year,
76 Oregon Tech will provide OT-AAUP with the following information related to
77 bargaining unit members that is available and readily accessible, within twenty-one (21)
78 calendar days from receipt of the request.

79
80 The information shall be provided in electronic format, if available, and at no cost to OT-
81 AAUP. Should Oregon Tech receive a second request for the information in the same
82 ~~calendar~~ academic year, Oregon Tech shall only provide information that has changed
83 since responding to the first request for the information.
84

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- 85 1. Employee's name on record with Human Resources
86 2. ~~Gender identification~~ Pronoun preference, if provided
87 3. University ID number
88 ~~4.~~ Highest degree earned on record
89 ~~54.~~ Job title, rank, and ~~classification~~ years in rank
90
91 ~~6.~~ Years in rank
92 ~~75.~~ Current Classification of Instructional Program (CIP) code
93 ~~86.~~ Name of faculty member's immediate supervisor
94 ~~97.~~ Assigned department (or departments, if on split appointment)
95 ~~10.~~ Assigned department CIP code
96 ~~118.~~ Work Primary work location: office building, office room and assigned campus
97 (including online)
98 ~~129.~~ Office phone number
99 ~~1310.~~ University email address
100 14. Effective date of current title, and rank, ~~and classification~~
101 ~~1511.~~ Job start and end date of current notice of appointment
102 ~~1612.~~ First date of university employment
103 ~~1713.~~ Contract Length (9 or 12 months, etc.)
104 ~~1814.~~ FTE
105 ~~1915.~~ Contract type - tenure, tenure-track, non-tenure track, and any instructional
106 summer contract if applicable, ~~other~~
107 ~~2016.~~ Annual base salary
108 ~~2117.~~ Assigned work load workload units for ~~each academic~~ quarter term
109 ~~22.~~ Overload compensation (for online and on campus courses, including summer)
110 ~~23.~~ Total merit increases computed from time of hire
111 ~~2418.~~ Geographical stipend if applicable
112 ~~2519.~~ Other stipends listing amount and category
113 ~~26-20.~~ Estimate of A annual retirement benefits
114 ~~27-21.~~ Estimate of a Annual health care contributions the employee makes
115 28. ~~22.~~ Estimate of a Annual health care contributions the employer makes on behalf of
116 employee
117 ~~29230.~~ Job status (e.g., active, or on sabbatical, other non-medical leaves, active,
118 sabbatical)
119
120 The following reports shall be provided in electronic format by the Office of the Provost
121 given to OT-AAUP at least once annually and at no cost to OT-AAUP:
122
123 1. A list of all promotion and tenure decisions that have not been appealed, within
124 sixty (60) calendar days of the notification to the bargaining unit member that they
125 have been approved or denied promotion or tenure.

Commented [CB6]:

In response to the Union's comment on 2/16/21: Oregon Tech maintains its position that this language is to mean first date of employment at Oregon Tech irrespective of the employee's role. This is how Oregon Tech will provide the data.

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- 126 2. Detailed annual, Board-adopted, all funds budget ~~must shall~~ be provided within
127 fourteen (14) calendar days of such being entered into the financial system.
- 128 3. A report of the aggregate and detailed report of General and Auxiliary fund-
129 expenditures ~~of monies~~ allocated in the previous fiscal year shall be provided
130 within fourteen (14) calendar days of the close of period 14 of the fiscal year.
131 ~~including bargaining unit members' professional development expenditures.~~
- 132 4. Faculty staffing report on or before September 1st to include the previous
133 academic year's non-renewable yearlong appointments including Instructor's
134 name, assigned department(s), and number of years in appointment, ~~and future~~
135 ~~plans for positions.~~
- 136 5. ~~By May 1st~~ June 30 of each academic year, the following should also be provided:
137 a. ~~an~~ An annual statement on the status of current relinquishments (such as
138 tenure or job title) including relinquishment of benefits;
- 139 b. ~~data~~ Data and calculations governing release time for the ~~following~~
140 previous academic year (including summer term); and,
- 141 c. ~~the~~ The number of sabbatical applications, the duration of the sabbatical
142 that each applicant requested, all approved sabbaticals for the upcoming
143 academic year, and the respective duration each sabbatical was approved
144 for (one ~~quarter~~ term, two ~~quarters~~ term or a full year, for 9-months
145 faculty).
- 146 6. Overload Compensation (for online and campus courses, including summer)
147 for the previous academic year).
- 148 7. Total Merit Increases from the time of hire shall be recorded separately from
149 base salary from now on and provided once per year upon request.
- 150
151
152
153
154

Commented [CB7]:

Article ___: Academic Classification and Rank

Section 1. Classification and Rank. The following are the classifications and their associated ranks that apply to bargaining unit positions covered by this Agreement.

(a) Tenure-Track and Tenured. A bargaining unit member assigned a .50 FTE or greater position within an academic department who is hired in a tenure-track position (“Tenure-Track”) or has been granted indefinite tenure (“Tenured”) in writing by the President of Oregon Tech. Ranks assigned in this category in ascending order are Assistant Professor, Associate Professor, and Professor.

(b) Non-Tenure Track (“NTT”). A bargaining unit member assigned a .50 FTE or greater position within an academic department who is hired in a non-tenure track position. Ranks in this category in ascending order are Instructor, Senior Instructor I, and Senior Instructor II.

(c) Librarian. A bargaining unit member assigned a .50 FTE or greater position within the University library who is hired in a library faculty position.

Article ___: Compensation

Section 1. Individual Salary Increases. 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.

Section 2. 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.

Section 3. Compensation Increases.

(A). All compensation increases are merit increases and will be based on the assessment of the bargaining unit member's job performance, as measured in the bargaining unit member's Annual Performance Evaluation ("APE").

(B). 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 increase in subsection D below, and met expectations in each category in their most recent APE shall be eligible to receive merit increases.

(C)(1). ~~Effective for the calendar years 2020, eligible bargaining unit members as defined in Section B, above, shall receive a retroactive two percent (2.0%) increase to their January 1, 2020 base salary payable with the May 31, 2021 pay.~~

(2). ~~and 2021, For the calendar year 2021, Oregon Tech will hold bargaining unit members' salaries at their current levels following the increase provided for in subsection (1), above, and there shall be no other compensation increases or decreases.~~

(D). ~~Effective January 1, 2022 (for 12-month appointments) and February 1, 2022 (for 9-month appointments) Oregon Tech will establish a university-wide salary pool equivalent to _____ % 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 _____%. No merit increase may exceed _____%.~~

(E). The Parties agree to re-open the contract for the purposes of discussing the merit pool only described in subsection D, above, for calendar years 2022 through 2025, with negotiations beginning in ~~Spring-Fall~~ Term 2021. Either Party may initiate these discussions by providing the other with written notice. The Parties will meet to begin

Commented [CB1]:
Note to OT-AAUP: The blank lines represent percentages which are to be negotiated during the reopener negotiations as outlined in subsection (E), below.

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negotiations within thirty (30) calendar days of this notice and the Article ___: No Strike/No Lockout shall remain in full force and effect until the parties reach agreement.

(F). Notwithstanding subsection (C), above, if the conditions set forth in Section 4(A) or (B), below, are met, the parties agree to include as part of their reopener negotiations described in subsection (E), above, a merit pool as described in subsection (D), above, or compensation reductions for the calendar year 2021.

Section 4. Increase or Reduction of Compensation.

(A). **Increase.** If, as of November 1 of each calendar year under this Agreement, the total of Public University Support Fund, Engineering Technology Sustaining Funds and Lottery Fund state appropriations distributed to Oregon Tech for the current fiscal year, is increased cumulatively by five percent (5.0%) or more over the prior fiscal year (excluding restoration of prior funding cuts) and Oregon Tech's current academic year fall term fourth week student credit hour enrollment, exclusive of Dual Credit and Advanced High School Credit as compared to the average of the same credit hours for the prior three (3) fall terms reveals a two percent (2.0%) increase or more, the parties shall meet to discuss an increase in the merit pool, as defined in Section 3(D) above, for the upcoming calendar year.

Commented [MCM2]: Note to OT-AAUP: Increase as used here is not intended to include a restoration of prior year cuts, that would result in a net reduction or flat funding over two years. For example, funding is cut 10% in year 1, 5% is restored in year 2, this would not be treated as a 5% prior year increase in year 3.

(B). **Reduction.** If, as of November 1 of each calendar year of this Agreement, the total of Public University Support Fund, Engineering Technology Sustaining Funds and Lottery Fund state appropriations distributed to Oregon Tech for the current fiscal year, are increased cumulatively by less than three percent (3.0%) or Oregon Tech's current academic year fall term fourth week student credit hour enrollment, exclusive of Dual Credit and Advanced High School Credit as compared to the average of the same credit hours for the prior three (3) fall terms reveals a one percent (1.0%) increase or less, the parties shall meet to discuss a reduction in the merit pool, as defined in Section 3(D) above, for the upcoming calendar year.

Section 5. Non-Tenure Track Salary Minimums.

Effective September 16, 2021, minimum salaries for non-tenure track bargaining unit employees holding a 1.0 FTE* fixed-term appointment will be as follows:

<u>Categories</u>	<u>9-month Salary</u>	<u>12-month Salary</u>
<u>Instructor</u>	<u>\$43,002</u>	<u>\$52,558</u>

* Appointments greater than 0.5 FTE but less than 1.0 FTE will have minimums adjusted proportionate to the FTE.

Section 5.6. Tenure and Promotion Raises. 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:	—————	\$1,500
Promotion to Associate Professor:	—————	\$2,500
Awarding of Tenure and Promotion to Associate Professor:	—————	\$5,000*
Promotion to Professor:		\$7,500

*If only Tenure or Promotion is awarded, the amount is \$2,500.

Bargaining unit members who received a promotional increase as a result of an academic year's promotion and tenure review process are eligible for other salary increases, if any, effective the beginning of the following academic year based on their salary before such adjustments.

There will be no wage increases/decreases associated with the post-tenure review process.

Section 7. Program Director Stipend. Each academic year the Dean or Dean's designee, at their sole discretion, may assign one (1) bargaining unit member to serve as the Program Director for their department. The Program Director shall assist the department leadership in areas such as program promotion, advising coordination, student retention, assessment, and accreditation of the department. For this work, if a Program Director is assigned, Oregon Tech shall provide the bargaining unit member so assigned a one-time stipend according to the following:

<u>Department Student Credit Hours</u> <u>(based on prior academic year)</u>	<u>Stipend Amount</u>
<u>5,000 – 9,999</u>	<u>\$1,500</u>
<u>10,000 or more</u>	<u>\$3,000</u>

Departments offering online degree programs may be assigned additional program directors at the sole discretion of the Provost.

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This Section replaces Oregon Tech's previous stipend and release model for all Program Directors or other department positions. No other stipend or release shall be given to Program Directors or other department position except pursuant to this Section.

Section 8. Overload. Instructional overload assignments and any exceptions to such assignment or compensation must receive approval from the Provost or their designee.

Compensation for the overload assignment shall be \$700 per instructional workload unit except that: (1) a geographical stipend may be applied based on the location of an in-person assignment; (2) an online class enrolled with less than ten (10) students may be approved in exceptional circumstances and will be paid at \$60 per student credit hour; or, (3) 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 Provost that compensation for instructional overload take the form of class release in future terms of the same academic year. The decision to grant the request is within the sole discretion of the Provost.

Section 9. Summer Term. Summer Term appointments shall be compensated at \$700 per instructional workload unit. In exceptional circumstances, the Dean may approve small classes with enrollment under ten (10) students, in which case, appointments will be compensated at \$60 per student credit hour.

Section 10. Sponsored Programs. Compensation for work performed on sponsored agreements or matching funds, both of which must be approved by the Provost or designee, during all or any portion of such period are not to exceed the bargaining unit member's base salary rate and consistent with the Sponsored Program requirements. Such compensation is not to exceed the bargaining unit member's base salary rate.

Commented [CB3]:
Oregon Tech moved this language from its proposal on Workload and modified it slightly.

Appointments for which compensation is paid, in 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 and does not exceed twenty percent (20%) of member's base salary or all compensation for the period.

Section 11. Other Compensation. At the sole discretion of the Provost or designee, bargaining unit members may be awarded a stipend for performing academic-based projects.

Article ___ : Disciplinary Procedures

Section 1(A). ~~No bargaining unit member shall be disciplined without Disciplinary actions identified below shall be based on~~ a finding of **just** cause.

(B). Oregon Tech and the Association agree that, in accordance with former OAR 580-021-0325 ~~that-which~~ transferred to Oregon Tech as an institutional policy by operation of law on July 1, 2015, **just cause** is defined as **but is not limited to**:

1. 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);

2. Conduct proscribed by former OAR 580-022-0045, which is identified and modified below as:

a. 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;

b. 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;

c. 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;

d. Detention or physical **or verbal** ~~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;

e. 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;

f. 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

Commented [CB1]:

Oregon Tech's position is that the list in Section 1(B) is not to be an all-inclusive list. There are some matters that the parties have said is covered within 1(B)(3), such as insubordination, academic misconduct, and violation of Oregon Tech policies, procedures, rules, and regulations. Moreover, there may be issues that neither party has discussed that could amount to discipline. It is simply inconceivable to list every issue for which discipline could issue. This is why there is language such as "but not limited to" in Section 1(B).

The balance for the parties is that Oregon Tech agrees that: 1) actions which are discipline must be labeled disciplinary; 2) no discipline can issue without a finding of just cause; and, 3) the Union retains the right to grieve any disciplinary action it believes is not supported by a finding of just cause.

Oregon Tech 2/24/21: Oregon Tech maintains its position in this Section in light of proposing language regarding a grievance officer in the Association Rights article and in response to the Union's 2/16/21 comment regarding tying this language to a grievance officer.

Commented [CB2]:

Oregon Tech believes that abuse in any form is simply unacceptable. Subject to a finding of just cause, Oregon Tech may discipline a bargaining unit member and the Union may grieve the discipline if it believes it lacks a finding of just cause.

danger to personal safety, property, educational, or other appropriate Oregon Tech activities on such premises;

g. Unauthorized entry to or use of Oregon Tech facilities, including buildings and grounds;

h. Illegal use, possession, or distribution of ~~drugs~~ 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;

i. 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;

j. 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.

3. Failure to perform the responsibilities and expectations 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.

~~e. Insubordination, including but not limited to, refusal to teach an assigned course or directive of an appropriate administrative supervisor.~~

~~d. Academic misconduct, including but not limited to, plagiarism, falsifying records, misuse of funds, scientific and scholarly misconduct, or academic integrity.~~

~~e. Unauthorized consumption or possession of alcohol or controlled substances on Oregon Tech owned or controlled property or at Oregon Tech related activities and events.~~

~~f. Violation of Oregon Tech policies, procedures, rules or regulations.~~

Commented [CB3]:

Section 8.36 is the Code of Ethics and the purpose of the code of ethics is to "prescribe standards of conduct for student athletes participating in the intercollegiate athletic programs of the institution, coaches, intercollegiate athletic administrators, and **other personnel associated** with intercollegiate athletics." (emphasis added). This applies, in particular, to the Faculty Athletic Representative, but also other bargaining unit members who may be associated with the athletics program.

Commented [CB4]:

Further to the comment above, there are generally accepted expectations of both the employer and employee within the employer-employee relationship.

Again, the balance for the parties is that Oregon Tech agrees that: 1) actions which are discipline must be labeled disciplinary; 2) no discipline can issue without a finding of just cause; and, 3) the Union retains the right to grieve any disciplinary action it believes is not supported by a finding of just cause.

~~**Section 2. (C). Exceptions.** Some allegations against bargaining unit 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. These include discrimination and harassment as proscribed by Title VII of the Civil Rights Act of 1964, sexual assault, sexual discrimination or harassment as proscribed in Title IX of Education Amendments of 1972, and mandatory reporting of abuse of minors (ORS 419 B.010). This Article shall apply to all other situations which may require disciplinary action of a bargaining unit member.~~

Section 3. Progressive Discipline. When it is appropriate to do so, Oregon Tech shall adhere to the principles of progressive discipline in issuing a disciplinary action. Discipline shall be appropriate to the circumstances and proportionate to the seriousness of the offense. A bargaining unit member's history of discipline, whether identical in nature or not, may have a cumulative effect that results in a more severe sanction. Thus, it is expressly agreed that progressive discipline need not be sequential. ~~When it is appropriate to do so, Oregon Tech shall adhere to the principles of progressive discipline in issuing a disciplinary action identified below to a bargaining unit member.~~

Progressive discipline need not be followed, and a bargaining unit member may be summarily discharged on a first offense, for example, when the alleged conduct involves a violation of Article []: Non-Discrimination and related Oregon Tech policies, actual or potential harm to self, others, or property, ~~dishonesty, or or~~ a criminal conviction, ~~or other action that warrants summary dismissal.~~

~~It is expressly agreed that progressive discipline need not be sequential and that disciplinary action may be issued at any of level in Section 4, below, at Oregon Tech's discretion depending on the conduct and bargaining unit member's disciplinary record.~~

Section 4.3. Disciplinary Actions. In order to be considered disciplinary in nature and grievable under Article []: Grievances, Oregon Tech must expressly identify the 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. 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.

Within sixty (60) calendar days of the appropriate administrative supervisor's knowledge of a condition upon which a disciplinary action may issue, the appropriate administrative supervisor shall identify in writing: 1) the conduct that failed to adhere to the expected

Commented [CB5]:

Note: Oregon Tech must retain the flexibility to issue discipline not in a progressive manner if it is appropriate to do so. There may be conduct neither party anticipates that simply cannot be corrected with a lower level discipline. In these cases following a progressive system is not appropriate. Again, Oregon Tech must adhere to just cause principles, which one of the factors of just cause is that the discipline is meets the offense. Moreover, the Union retains to the right to grieve the discipline and assert that just cause was not met.

Commented [CB6]:

Note: Oregon Tech is not interested in any language wherein a bargaining unit member must consent to the discipline Oregon Tech wishes to impose. Again, Oregon Tech must adhere to just cause principles, which one of the factors of just cause is that the discipline is meets the offense. Moreover, the Union retains to the right to grieve the discipline and assert that just cause was not met.

Oregon Tech reasserts its earlier position, which is that it is in both parties' interests to not limit disciplinary actions to that which is in the Union's proposal because there may be creative disciplinary actions that are in-between what is in the Union's list. Such creative disciplinary actions may serve as a way to correct behavior as opposed to punish such. Thus, Oregon Tech is leaving open the opportunity to issue such subject to: 1) labeling the action as disciplinary; 2) a finding of just cause; and, 3) the Union's right to grieve the disciplinary action if it believes it is not supported by a finding of just cause.

Commented [CB7]:

05/11/20 Oregon Tech Bargaining Note: Oregon Tech will add the following to Article []: Grievance Procedures:

Only those actions Oregon Tech identifies as disciplinary in Article []: Disciplinary Procedures are grievable under this Article.

standards; 2) expectations for future behavior or performance; 3) any suggested or required remedial activities that the bargaining unit member must undertake; 4) a notation that a failure by the bargaining unit member to address concerns raised by the disciplinary action may form the basis of a subsequent disciplinary action; and, 5) inform the bargaining unit member of the right to file a grievance under Article []: Grievances.

A. Oral Reprimand with Notation to File. ~~The disciplinary action of oral reprimand with notation to file may be imposed by an appropriate administrative supervisor if that individual believes there is just cause to support the action, and shall be imposed within sixty (60) calendar days of the appropriate administrative supervisor's knowledge of the condition on which the action is based. Failure by the bargaining unit member to address concerns raised by the oral reprimand with notation to file may form the basis of a subsequent disciplinary action.~~

B. Written Reprimand. ~~The disciplinary action of written reprimand may be imposed by an administrative supervisor if that individual believes there is just cause to support the action. This action, when possible, shall be imposed within sixty (60) calendar days of the administrative supervisor's knowledge of condition on which the action is based. The written reprimand will outline the conduct that failed to adhere to the expected standards, expectations for future behavior or performance, any suggested or required remedial activities that the bargaining unit member must undertake, and 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.~~

C. Actions More Severe Than Written Reprimand. ~~A disciplinary action beyond written reprimand may constitute any of the following: suspension with or without pay, temporary suspension (with or without pay) or removal from the assignment for which the bargaining unit member is failing to meet professional obligations, or discharge.~~

~~If an appropriate administrative supervisor believes there is just cause to support an action more severe than a written reprimand, and the President concurs, a notice of intent to impose severe disciplinary action shall be served in person or by certified mail (with return receipt requested) to the bargaining unit member's address of record, with a corresponding email to the bargaining unit member, within sixty (60) calendar days of the administrative supervisor's knowledge of the conduct that failed to adhere to the expected standards upon which the notice is based. The notice will outline the conduct that failed to adhere to the expected standards and the disciplinary action.~~

Disciplinary actions more severe than a written reprimand (i.e., suspension with or without pay, removal from the assignment for which the bargaining unit member is failing to meet professional obligations, or termination) shall, in addition to including the information in the preceding paragraph, ~~The notice shall~~ set a date, 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. ~~This meeting shall be within fourteen (14) calendar days from the date of the notice and~~ The appropriate administrative supervisor shall issue a written response to the meeting ~~within fourteen-fifteen (154) calendar-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, and 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.

Commented [CB8]:
Oregon Tech added this language so that it could be prepared to discuss and address the rebuttal or mitigating evidence during the meeting as opposed to having to delay and investigate such evidence following the meeting.

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

Section 4. Union Representation. A bargaining unit member who reasonably believes that an investigatory interview may result in disciplinary action may request that a union representative be present during such interview.

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Section 5. Investigatory Suspensions. Administrative Leave during Investigations of Misconduct. ~~Suspension of a~~ A bargaining unit member may be placed on administrative leave, with pay or without pay, during the investigation of ~~a potential disciplinary action is~~ alleged misconduct based on the severity of the allegation(s). 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- administrative~~ leave outlining the reasons for the ~~suspension leave~~, the proposed type (with or without pay) and anticipated length of ~~suspension leave~~, and a date by which the bargaining unit member may present written evidence that rebuts or mitigates the proposed type and length of ~~suspension leave~~. A decision on any evidence presented shall issue within ~~one~~ ten (10) business days.

The administrative leave shall generally be limited to seventy-five (75) calendar days, but may be extended where the complexity of the investigation, the number of witnesses identified, or the volume of information which needs to be gathered and reviewed necessitates more time. In advance of implementing any such extension, Oregon Tech shall provide written notification to the bargaining unit member indicating how much additional time is necessary and reasons for the extension of the investigation.

No notice is required for administrative leave 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~~ administrative leave 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 6. Absence Without Authorized Leave. If a bargaining unit member is absent for ten (10) consecutive business days without leave authorized under this Agreement during any academic or fiscal year, the bargaining unit member may be considered to have abandoned their position and voluntarily resigned from employment with Oregon Tech. Before terminating the bargaining unit member's employment, Oregon Tech shall notify the bargaining unit member by U.S. first class mail to their last known address on file with the Office of Human Resources, and by email to their work email address, and provide the bargaining unit member with at least five (5) business days to respond. If the bargaining unit member fails to respond, Oregon Tech will deem them to have resigned and that action is not subject to Article []: Grievances. If the bargaining unit member timely responds, Oregon Tech shall consider that response in determining what, if any, employment action to issue.

Section 7. Termination without Cause. Termination of a bargaining unit member prior to the expiration of their 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.

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Note: Oregon Tech proposes ten (10) business days because that equates to 80 hours and if 1.0 FTE employee is not working for that long of a period of time, the employee is then currently ineligible for medical benefits.

1 **Article ___ : Health and Retirement Benefits**

2
3 **Section 1. Definitions.** For the purposes of this Article, the following definitions apply:

4
5 **(A). Core Insurance Benefits.** Core insurance benefits shall include medical,
6 dental, basic vision, and basic life insurance. These benefits need not be offered by the
7 same authorized or sponsored insurance program.

8
9 **(B). Eligibility.** Bargaining unit members who meet the eligibility requirements
10 of the employer offered insurance program(s) are considered eligible to receive the core
11 insurance benefits.

12
13 **(C). Employer Offered Insurance Program(s).** Employer offered insurance
14 program(s) includes any insurance program(s) authorized or sponsored by Oregon Tech
15 to provide core insurance benefits to bargaining unit members. Authorizing or
16 sponsoring an insurance program(s) to provide core insurance benefits is within the sole
17 and exclusive discretion of Oregon Tech.

18
19 **(D). Opt-Out.** Bargaining unit members who meet the eligibility requirements of
20 the employer offered insurance program(s) may elect to opt-out of one or more of the
21 core insurance benefits.

22
23 **Section 2. Employer Offered Insurance Program.** Effective January 1, 2021 through
24 December 31, 2021, Oregon Tech authorizes the Oregon Public Employee Benefit Board
25 (“PEBB”) as the employer offered insurance program to provide all core insurance
26 benefits identified in Section 1(B), above, to bargaining unit members eligible to receive
27 those core insurance benefits.

28
29 Oregon Tech shall notify the Association of its employer offered insurance program(s) by
30 no later than August 1 of each year of this Agreement. [A failure to notify the Association](#)
31 [by August 1 will result in a continuation of the employer offered insurance program for](#)
32 [the upcoming plan year only.](#)

33
34 **Section 3. Premium Contributions.**

35
36 **(A).** Effective January 1, 2021 through December 31, 2021, the monthly premium
37 contributions for the core insurance benefits shall be as follows:

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39
40

41
 42

Coverage Type	Oregon Tech	Bargaining Unit Member
Employee or Employee & Spouse/Partner	86.95%	14.5%*
Employee & Children	80.90%	20.10%*
Employee & Family	76.85%	24.15%*

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

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~~(B). Bargaining unit members who are and remain eligible for health care coverage and who are enrolled in employer offered insurance program(s) will receive a monthly subsidy, identified below, towards their premium contribution in each plan year. The subsidy is considered taxable income and will cease upon expiration of the 2025 plan year.~~

Coverage Type	2021 Subsidy	2022 Subsidy	2023 Subsidy	2024 Subsidy	2025 Subsidy
Employee or Employee & Spouse/Partner	\$24.33	\$16.00	\$7.67	\$0.00	\$0.00
Employee & Children	\$34.67	\$26.33	\$18.00	\$9.67	\$1.33
Employee & Family	\$41.67	\$33.33	\$25.00	\$16.67	\$8.33

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(C). Effective plan years 2022, 2023, 2024 and 2025, the monthly premium contributions for the core insurance benefits shall remain the same as the prior plan year, provided that Oregon Tech’s premium costs do not increase more than ~~three~~ two percent (~~3~~ 2%) from the previous plan year. All increases in premium costs above ~~three~~ two percent (~~3~~ 2%) shall be paid by the bargaining unit member.

Section 4. Opt-Out. A bargaining unit member may choose to opt-out of one or more core benefit coverages. When opting out of a core benefit coverage, the bargaining unit member may receive a portion of the monthly benefit amount as taxable income as determined by the employer offered insurance program.

Section 5. Retirement Benefits. Bargaining unit members may participate in the Public Employees Retirement System (PERS), 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.

A new bargaining unit member has six months to elect in which retirement plan they will participate. If no election is made the default retirement program will be PERS.

Oregon Tech will make contributions to PERS or ORP, as required by law and plan documents. To the extent required by law, the bargaining unit member must contribute fifty percent (50%) of the total contribution to their Individual Account Program.

If Oregon Tech is prohibited by law from continuing to pay an employee contribution (generally known as the employee pickup) for any bargaining unit member, or the State Legislature or the Higher Education Coordinating Commission reduces Oregon Tech’s state allocations as a result of a legal prohibition on paying the employee pickup, Oregon Tech will, after implementation of its legal obligation(s), bargain with the Association over any impacts such may have on bargaining unit members’ employment relations.

Article ___ : Management Rights

Section 1. Except as may be modified by a specific term of this Agreement, it is expressly understood that the rights and powers of Oregon Tech, and only Oregon Tech, to exercise independently shall include, but are not limited to, the sole and exclusive right and power to:

- 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;

- k)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;
- l)m) establish quality, performance, and evaluation standards for bargaining unit members;
- m)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;
- n)o) perform all other functions inherent in the direction, operation, management, and administration of the university; and,
- o)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. The failure of Oregon Tech to exercise any ~~right or~~ power, function, authority or right, reserved or retained by it above, or to exercise any power, function, authority, or right in a particular manner, shall not be deemed a waiver of the right of Oregon Tech to exercise such ~~right or~~ 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 a specific term 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 __: Negotiation of a Successor Agreement

****Oregon Tech proposes that this language be placed in Article __: Term of Agreement.***

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, 2024](#) 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 end of Fall Term 2024](#).

Article __ : No Strike/No Lockout

Section 1. Neither the ~~Union~~ 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 interruptions of work or picketing during the term of this Agreement or during negotiations for a successor Agreement.

Any member of the bargaining unit who violates any provision of this Section ~~shall~~ may be subject to disciplinary action. ~~including loss of pay, suspension, and discharge.~~ 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~~ Union upon request of Oregon Tech shall ~~immediately~~ 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 the University 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. Oregon Tech ~~agrees that during the term of this Agreement, the University Employer~~ shall not cause or permit any lockout of ~~employees~~ 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 ~~an employee~~ a bargaining unit member is unable to perform ~~his/her~~ 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.

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The Parties agree that this Article shall become effective upon agreeing to the language herein and applicable through the Parties negotiations over their initial collective bargaining agreement.

Article ___: Notices of Appointment

Note: Oregon Tech proposes that this language be moved to Article ___: Academic Classification and Rank or to another agreed-upon Article that is more appropriate.

Section 1. Description.

A Notice of Appointment is a summary of the terms of employment for a ~~faculty~~ bargaining unit member.

Oregon Tech shall provide each ~~faculty bargaining unit member~~ with a timely written Notice of Appointment at the time of hire and at each ~~annual contract renewal period~~, ~~to include all of the following:~~ that identifies, as applicable, classification, ~~rank, type of appointment, and the dates of appointment, compensation, and the following statement:~~

Commented [CB1]:
Added classification to be consistent with the Classification and Rank counter.

Your 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.

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~~i) Classification and Rank~~

~~ii) Duration: fixed term or continuous appointment~~

~~iii) Appointment effective start and end dates (9month, 10.5mo, 11mo or 12mo); and for fixed term appointments the appointment duration, and whether the appointment is renewable.~~

~~iv) Annual FTE~~

~~v) Salary rate and actual salary, including annual stipends~~

~~vi) Assigned department and campus location, including online~~

~~vii) Any credit granted toward promotion or tenure, if applicable.~~

~~viii) Statement that the position is subject to a collective bargaining agreement between Oregon Tech and the Association, OT-AAUP, with electronic information on accessing the current Agreement.~~

Individuals 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.

~~The Employer~~ Where practicable, Oregon Tech shall provide annual Notices of Appointments to ~~tenure track or tenured~~ and tenure-track faculty bargaining unit members by email (with read receipt requested, in pdf format) or by mail, ~~no later than July 1st~~ no later than August 15.

~~Section 2. Notices of Appointment for Tenure Track and Tenured Faculty.~~

~~The Employer shall provide annual Notices of Appointments to tenure track or tenured faculty by email (with read receipt requested, in pdf format) or by mail, no later than July 1st.~~

~~Tenure track faculty are typically considered to be on annual appointments during the probationary period prior to applying for tenure review. An unsuccessful tenure review shall be communicated to the faculty according to the timeline outlined in the Article [x] on Promotion and Tenure for Tenure Track Faculty, and no later than the end of Winter term.~~

~~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 over at least two years of employment.~~

~~Section 3. Notices of Appointment for Other Faculty.~~

~~The Employer 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 as outlined in Article [x] on Promotion of NTTF.~~

~~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).~~

~~Neither Oregon Tech nor its departments, or colleges shall establish a policy which arbitrarily limits the number of academic terms or years during which a member may be employed.~~

~~Appointment duration for bargaining unit members who are Visiting Professors or Professors of Practice is in compliance with the provisions of this Agreement. The reappointment of Visiting Professors or Professors of Practice shall be under the classification of non-tenure track faculty, with appropriate credit towards promotion given for time spent in their previous positions at Oregon Tech.~~

~~Section 4. Non-renewal of NTTF~~

~~Non-Tenure Track Faculty bargaining members who have not yet been promoted may be non-renewed, at the discretion of the Employer, pursuant to the timeline provided here:~~

~~A NTTF who has been promoted may still receive non-renewal for the following reasons:~~

- ~~i) Failure to meet minimum standards as outlined in Article [x] on Appointment and Promotion of NTTF for two or more years; or~~
- ~~ii) Inadequate resources within the unit or department to continue funding for the bargaining faculty's position; or~~
- ~~iii) Programmatic reasons, including but not limited to, departmental adjustments necessary to accommodate students; or~~
- ~~iv) Replacement of the NTTF position(s) with a Tenure-related position.~~

~~The Employer shall provide a written statement documenting the reason for the non-renewal at the time of notice. Non-renewal decisions shall be supported by appropriate evidence, clearly communicated to the faculty.~~

~~Section 5. Notice to the Association~~

~~On or before January 1st, and again on July 1st of each year, the Employer shall send a report to the Association detailing the non-renewal decisions for that year. The report will list the department and the stated reason that the faculty member was non-renewed.~~

~~Section 6. Lack of Renewal Notice~~

~~If the Employer does not provide a bargaining unit faculty member with notice as set forth above in Sections 1-3, that faculty shall receive a payment proportional to his or her base salary for the number of days the notice was late.~~

~~A bargaining unit faculty member who does not receive notice as set forth in Sections 1-3 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 7. Reclassification caused by initial CBA~~

~~When this contract is initially ratified, if there are any employees eligible for the bargaining unit who are not in one of the categories, classifications, or ranks consistent~~

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~~with Article [x] on Appointments, then they shall be assigned a category, classification, and rank that is most consistent with their current duties and job description. If the faculty disagrees with that assignment, they have the right to appeal to a committee of six individuals. One of these individuals shall be appointed by the Faculty Senate president, two by the OT AAUP President, and three shall be appointed by the Provost.~~

~~This section is only applicable for the initial CBA because once the contract is approved, all new employees will be assigned to a valid category, classification, and rank. As a result, this section will be removed from all future contracts.~~

LETTER OF AGREEMENT NON-TENURE TRACK APPOINTMENTS

This Letter of Agreement is entered into between Oregon Tech and OT-AAUP to address issues related to non-tenure track bargaining unit members.

Consideration for Appointments of More than One Year. If Oregon Tech determines there is a need to offer a non-tenure track bargaining unit member an appointment of more than one (1) year, Oregon Tech will consider a non-tenure track bargaining unit member to be eligible for such an appointment if the bargaining unit member holds a minimum of a Master's Degree in the field in which they are to be appointed and has received *Exceeds Expectations* in all areas of assessment (peer reviews, supervisor, students, and Dean) for the three consecutive Annual Performance Evaluations (APEs) preceding consideration of an appointment of more than one year.

Non-tenure track bargaining unit members will be evaluated annually. Evaluations will be based on instructional and non-instructional work. In addition to review by the supervisor and Dean, teaching assessments will include peer reviews (a minimum of two peer reviews for single year contracts), and student evaluations for each course taught. Peer reviewers are assigned by the Dean or designee.

Article __: Outside Activity

Section 1. ~~The University Oregon Tech~~ encourages its ~~bargaining unit faculty~~ members to engage in outside activities that will advance ~~the University Oregon Tech'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 Oregon Tech~~ recognizes that bargaining unit members may currently, or in the future, perform paid or unpaid activities outside ~~the University Oregon Tech provided that they are disclosed according to the University Oregon Tech policy and the terms of this Agreement.~~

~~Outside activities are defined as any paid work, activity, or employment, including self-employment, which is not contracted for through the University.~~

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 ~~2~~ 3. Scope. A bargaining unit member ~~shall~~ may perform only paid or unpaid outside activities ~~which are consistent with the mission of the University and do not interfere or legally or ethically conflict~~ with the full and faithful performance of the member's obligations and responsibilities to the University Oregon Tech, ~~do not legally or ethically conflict with the proper discharge of member's University responsibilities,~~ comply with all University rules and policies, and do not violate the Oregon Government Ethics Law.

~~A bargaining unit member may perform unpaid outside activities which do not interfere or legally or ethically conflict with the full and faithful performance of the member's obligations and responsibilities to the University. Where the performance of unpaid outside activities conforms with these requirements, the bargaining unit member need not seek approval as outlined in Section 3 4, below, but shall comply with Section 4 5, below.~~

For full-time bargaining unit members, 9-month faculty p~~Paid or unpaid~~ activities outside ~~the University Oregon Tech~~ shall not exceed one (1) day during the course of a week, which is defined as ~~seven-five (75)~~ calendar days. For part-time bargaining unit members 9-month faculty, the paid activities work is ~~are~~ inversely prorated by FTE.

Section ~~3~~ 4. Approval, Change, and Renewal. Effective upon ratification of this Agreement, any bargaining unit member who wishes to perform paid ~~or unpaid~~ activities

Commented [CB1]:

On further review, Oregon Tech believes this language is contained in the first paragraph.

outside ~~the University Oregon Tech~~ during the term of their Oregon Tech contract must ~~receive prior approval~~ 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 ~~ninety~~ sixty calendar (60) days of ratification of this Agreement, all bargaining unit members currently performing paid ~~or unpaid~~ activities outside ~~the University Oregon Tech~~, either previously approved or otherwise, as of the date of ratification must obtain authorization to continue performing paid activities outside Oregon Tech. 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 ~~or unpaid~~ activity outside ~~the University Oregon Tech~~ 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.

Commented [CB2]:
Note: Built in with the 60 days noted above.

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

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

Section 4.5. If approved, the bargaining unit member must make it clear that in the performance of the paid or unpaid activity outside ~~the University Oregon Tech~~ the bargaining unit member is acting in an individual capacity and does not speak, write, or act in the name of ~~the University Oregon Tech~~ 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.

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

Article ___: Professional Development.

Oregon Tech proposes that this language be added to Article ___: Working Conditions

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.

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. These funds will be allocated to each department based on the discretion of the Dean. When available, professional development funds are allocated to the bargaining unit member's department no later than the start of the academic year. Professional development funds are awarded competitively at the discretion of the department chairperson or appropriate administrative officer with the Dean's approval. Every college will have procedures and criteria for applying for and awarding available professional development funds. Priority for professional development funds may be given to bargaining unit members for whom such funds aid in their preparations for consideration for tenure, or meet other program, department, college, or university goals or strategic priorities as established by the program or college.

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 ___: Academic Program Review, Retrenchment, or Exigency.

Section 1. Oregon Tech is a complex, industry-focused, 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 exigency may occur at Oregon Tech.

Section 2. Program Review. 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 demands, curricula changes, faculty expertise, facility requirements, technological and equipment investment demands, educational programs, mission, and focus of the university as a normal course of business.

(A). No Separation of Employment. Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that does not result in the separation of employment of a bargaining unit member, Oregon Tech has had, and shall continue to have, the sole and exclusive management right to accomplish the program adjustment, reduction, reconfiguration, or elimination through attrition, reassignment of tenured or tenure-track bargaining unit members within the University, and non-renewal of non-tenure track bargaining unit members. In these situations, the Provost and appropriate Dean are responsible for developing and implementing a plan for the program adjustment, reduction, reconfiguration, or elimination.

(B). Separation of Employment. Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that results in the separation of employment of a tenured or tenure-track bargaining unit member, the following shall be adhered to:

(i). The Provost and appropriate Dean shall develop a plan for the implementation of the program adjustment, reduction, reconfiguration or elimination and present that plan to the Association pursuant to Article ___: Notices and Communications, and offer to meet with representatives of the Association within fourteen (14) calendar days to discuss the plan. The Association shall accept or reject the offer to meet within two (2) calendar days of receipt of the plan. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations are due in the Provost's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of the University's offer to meet or failure to respond to the offer to meet.

(iii). The Provost and appropriate Dean will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time and, within fourteen (14) calendar days, shall issue a final plan to the Association and then announce the program adjustment, reduction, reconfiguration or elimination to the bargaining unit members and University community.

(iv). If the Association fails to meet or provide comments and recommendations, the University shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(v). The Final Plan is not grievable under the collective bargaining agreement, except to allege that subsections (i) and (ii), above, were not followed.

(vi). Timelines under this subsection (B) may be modified only by written agreement of the parties.

(vii). By engaging in the process outlined in subsections (i) through (iii), above, the parties agree that each has satisfied their obligation to each other to meet and confer over the decision and impact of any employment relations and the Final Plan signifies that there is no further obligation on the part of Oregon Tech to meet and confer on the decision and impact of any employment relations found in the Final Plan.

Section 3. Financial Conditions. The financial health of the University may require the adjustment, reduction, reconfiguration, or elimination a program that leads to the separation of employment of a tenured or tenure-track bargaining unit member. If this occurs, the President may declare that either a condition of retrenchment or exigency exists.

(A). Retrenchment. Retrenchment exists if such circumstances arise or will imminently arise such that a failure to reduce or reallocate budgets would result in an impairment of the University's ability to sustainably deliver its existing academic programs (as defined above), manage current administrative expenses, and meet other

financial obligations within existing or likely future revenues as determined by the President.

(B). Exigency. Exigency may be declared if the President finds that the current or projected budget of the University has insufficient funds to do any of the following:

- (i) Maintain all essential programs and services;
- (ii) Finance the full compensation of all employees of the university;
- (iii) Finance the full compensation of all non-tenure track bargaining unit members until the end of the period of appointment;
- (iv) Finance the full compensation of all other employees until the end of the period of appointment; or
- (v) Meet existing contractual obligations.

(C). Notice and Consultation of a Financial Condition.

(i). In conjunction with announcing to the University community that conditions exist warranting retrenchment or exigency, as defined above, the President or designee shall notify the Association pursuant to Article ___: Notices and Communications and offer to meet with representatives of the Association within fourteen (14) calendar days of the announcement for the purpose of presenting and discussing a description and analysis of the financial condition of the University. The Association shall accept or reject the offer to meet within two (2) calendar days of notice and offer to meet. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations on resolving budget challenges are due in the President's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of the University's offer to meet or failure to respond to the offer to meet.

(iii). The President will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time in drafting a plan for the program adjustment, reduction, reconfiguration, or elimination that includes

separations of employment for tenured or tenure-track bargaining unit members. Once drafted, the President shall submit the draft plan to the Association and allow the Association to submit comments and recommendations to the President's Office by no later than thirty (30) calendar days after receipt of the draft plan

(iv). The President will give thoughtful consideration to such comments and recommendations submitted within the timeframe identified in subsection iii., above, in drafting the final plan for the program adjustment, reduction, reconfiguration, or elimination. Once drafted, the President shall issue the final plan to the Association and then announce and submit a copy that final plan to the bargaining unit members and University community.

(v). If the Association fails to meet or provide comments and recommendations at any step above, the University shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(vi). The President's final plan is not grievable under the collective bargaining agreement, except to allege that the notices were not provided or meetings were not held under subsections (i) through (iii), above.

(vii). If subsections (i) through (iv), above, are pursuant to a declaration of exigency and the President, at their sole discretion, determines that time is of the essence, the President may suspend the requirements found in those subsections.

(viii). Timelines under this subsection (C) may be modified only by written agreement of the parties.

(ix). By engaging in the process outlined in subsections (i) through (iv), above, the parties agree that each has satisfied their obligation to each other to meet and confer over the decision and impact of any employment relations and the Final Plan signifies that there is no further obligation on the part of Oregon Tech to meet and confer on the decision and impact of any employment relations found in the Final Plan.

Section 4. In determining whether to separate a bargaining unit member's tenured or tenure-track employment in the plans identified in Section 2(B) and 3(C), above, Oregon Tech shall make its determination based needs of the program, including the need to preserve various areas of academic or research specialization, and which bargaining unit members have the best skills and abilities to accomplish future work. In making this determination, the bargaining unit member's performance, as determined by the five (5)

most recent Annual Performance Evaluations, and disciplinary record shall be deciding factors.

Section 5. When the University identifies a bargaining unit member for separation from employment pursuant to Section 4, above, the University will take the following actions:

(A). For faculty on non-tenure appointments, the University will provide the bargaining unit member with ninety (90) days' notice prior to separation provided the bargaining unit member has exceeded seventy-two (72) workload units, otherwise the notice period in their appointment letter shall govern.

(B). For tenure-track bargaining unit members, the University will provide at least ninety (90) days' notice given prior to expiration of the appointment;

(C). For tenured bargaining unit members, the University will provide at least ninety (90) days' notice prior to termination.

*Part-time tenure-track bargaining unit members shall receive the same notice as described above, except that the length of timely notice shall be calculated in terms of FTE years of service rather than in calendar years.

Under a declaration of financial exigency, the requirement of notice prior to separation of employment is waived for all categories of bargaining unit members, though the University may provide such notice as is deemed possible by the President given the circumstances requiring the declaration.

Prior to the effective date of separation, the University will make a good faith effort to place bargaining unit members affected within the University to faculty positions for which they are competitively qualified as determined by the Provost or designee. If this effort fails, the University shall make reasonable efforts to assist bargaining unit members in finding suitable employment elsewhere. This shall include for a period not to exceed one (1) year 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.

Article ___: Recognition

Oregon Tech recognizes the Association as the sole and exclusive bargaining representative of tenure and tenure-track ~~employees~~ faculty who receive an academic year appointment of at least .50 FTE or greater and hold an academic rank of Professor, Associate Professor, or Assistant Professor; ~~as well as non-tenure track employees~~ faculty who receive an academic year appointment of at least .50 FTE or greater and hold the academic rank of Senior Instructor II, Senior Instructor I, or Instructor; and library faculty ~~, employees~~ who receive an academic year appointment of at least .50 FTE or greater.

Excluded from the above are all other employees of Oregon Tech. Examples of this exclusion include, but are not limited to, visiting faculty, research faculty and associates, post-doctoral research associates, classified, unclassified, confidential, and supervisory employees, and faculty who are in administrative positions without a reasonable expectation of teaching, research, or other scholarly accomplishments including, but not limited to a President, Vice President, Provost, Vice Provost, ~~Associate Provost, Associate Vice Provost, Dean, Associate Dean, Assistant Dean, University Librarian, and~~ Chair and any related titles (e.g., Associate, Assistant, etc.) for each of the foregoing.~~and all other employees employed by Oregon Tech.~~

Article ___: Sabbatical

Section 1. 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 tenured bargaining unit member in scholarship, creative activity, ~~and~~ teaching, and leadership. A tenured bargaining unit member must demonstrate they are capable of using the sabbatical period in a manner which will thereafter increase the member's effectiveness and contributions to the University. The Provost, or designee, shall have the sole discretion to approve applications for sabbatical leave.

Section 2. Eligibility. A tenured bargaining unit member may be considered for sabbatical leave under the following circumstances:

- (a) After having been continuously appointed without interruption by a sabbatical leave or protected leave of absence for at least eighteen (18) academic terms (excluding Summer Session) or, in the case of 12-month faculty, at least seventy-two (72) months; or
- (b) After having accumulated the equivalent of six (6) full-time years of employment over an indefinite period of 9-month or 12-month appointments, uninterrupted by a sabbatical leave or protected leave of absence.

An authorized ~~military, medical, or family~~ leave of absence will not prejudice the tenured bargaining unit member's eligibility for sabbatical leave. Uniform service leave can be credited for eligibility for sabbatical. Tenured bargaining unit members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in Section 2(a) or (b) above.

Section 3. Application for Sabbatical. Tenured bargaining unit members who meet the sabbatical eligibility standard in Section 2, 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 the University for a period of at least one year on completion of the ~~sabbatical leave~~ or repay the salary provided pursuant to Section 5, below. Sabbatical leave must begin and end with an academic term.

Section 4. Decision. 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 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.

Once the term of the sabbatical leave is approved, such shall not be changed unless extenuating circumstances are presented in writing to the Provost at least one (1) full term prior to the requested date to return from the current sabbatical leave. If the Provost determines that extenuating circumstances exist to return the tenured bargaining unit member from their sabbatical leave earlier than previously approved, ~~or to extend the length of the sabbatical~~ only the Provost shall approve the request and determine whether or not to apply the salary rate in Section 6, below, for the newly approved term.

Section 5. Return from Sabbatical Leave. Within thirty (30) days from the start of the academic term ~~A~~ after returning from sabbatical leave, the tenured bargaining unit 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.

If a tenured bargaining unit member fails to fulfill this obligation or separates from Oregon Tech's employment either during the sabbatical leave or prior to expiration of one (1) year following return from the sabbatical leave, they shall repay the full salary paid during the leave including ~~OPE (other payroll expenses)~~ ("OPE") (i.e., health care contributions, retirement contributions, etc.) paid by the University on their behalf during the sabbatical leave. This amount is due and payable within three (3) months following the date designated in the sabbatical agreement for the tenured bargaining unit member to return to the University or the date of separation, whichever is earlier, unless another time is mutually agreed to in writing between the University and tenured bargaining unit member.

Section 6. Salary. Tenured bargaining unit members on approved sabbatical leave shall receive salary as follows while on leave:

- (a) One-term sabbatical: 85% of base salary;
- (b) Two-term sabbatical: 75% of base salary; and
- (c) Three-term (one academic year or full) sabbatical: 60% of base salary.

The rate used to determine a bargaining unit member's sabbatical salary shall be the base salary rate in effect at the time when the leave begins.

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

Section 7. Supplementing of Sabbatical Incomes. Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a member at [Oregon Tech](#), another college or university, or to complete requirements for a ~~college-higher~~ degree. Unless approved in writing by the Provost, or designee, tenured bargaining unit members on sabbatical leave may only supplement their sabbatical salaries to one hundred percent (100%) of their base salary.

Section 8. Tenured bargaining unit members shall remain benefits eligible during the approved sabbatical leave. If alternative health insurance is required to cover a tenured bargaining unit member during the approved period of sabbatical leave (due to international travel, etc.), Oregon Tech shall pay the equivalent amount toward that insurance as it would otherwise be paid towards the university provided health insurance, provided that the bargaining unit member is not double covered by both health insurance plans. Any difference in the amount required for an alternative health insurance plan shall be paid by the ~~the tenured~~-bargaining unit member-~~shall pay that amount.~~

Article ___: Term of Agreement

Effective the first day of the month following ratification by both parties, this Agreement shall cover the term _____ through June 30, 2025.

Article ___: 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, research, scholarship, and internal service to the University and external service to their profession, community, and University 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, research and scholarship, and service.

Section 3. Workload Requirement. The full-time base instructional and non-instructional workload requirement of a bargaining unit member on a 9-month appointment is fifteen (15) workload units per term or a total of forty-five (45) per academic year. For those bargaining unit members on an 11 or 12-month appointment, the base instructional and non-instructional workload requirement is fifteen (15) workload units per term or a total of sixty (60) per ~~academic~~-work year.

Section 4. Tenured/Tenure-Track Faculty Workload. Each College will attempt, whenever possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the following must be approved by the Provost.

A. Instructional Workload. The full-time instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall be thirty-six (36) workload units per academic year and forty-eight (48) for those on 11 or 12-month appointments. A bargaining unit member's teaching assignment may include any modality (~~remote, online~~ face-to-face, remote, online, and or hybrid).

B. Non-Instructional Workload. The full-time non-instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall be nine (9) workload units per academic year and twelve (12) for those on 11 or 12-month appointments. Non-instructional workload shall be for scholarship, research, and internal service to the department, college, and/or University and external service to their profession and community consistent with the University's mission.

C. Reduction in Instructional Workload. Instructional workload may be reduced with approval of the college Dean. ~~Where~~-When the bargaining unit member has been assigned a teaching load of less than twelve (12) workload units in a term,

the member must prepare and submit to the Dean appropriate documentation of how the assignments made in lieu of teaching were satisfactorily completed. Failure to submit such documentation may be grounds for disciplinary action. Bargaining unit members assigned non-teaching assignments beyond Non-Instructional Workload ~~in Section B, above~~, shall still be considered full-time teaching faculty for purposes of Promotion and Tenure.

Section 5. Non-Tenure Track Workload.

A. Instructional Workload. The full-time instructional workload for non-tenure track bargaining unit members on a 9-month appointment shall be forty-two (42) workload units per academic year and fifty-six (56) for those on 11 or 12-month appointments. A bargaining unit member's teaching assignment may include any modality (face-to-face, remote, online, or hybrid).

A.B. Non-Instructional Workload. The full-time non-instructional workload for non-tenure track bargaining unit members on a 9-month appointment shall be three (3) workload units per academic year and four (4) for those on 11 or 12-month appointments. Non-instructional workload shall be for scholarship, research, and/or internal service to the University and external service to their profession and community, consistent with the University's mission. Alternatively, a non-tenure track bargaining unit member may be assigned additional instructional workload units in lieu of non-instructional workload.

B.C. Reduction in Instructional Workload. Instructional workload may be reduced with approval of the College Dean. ~~Where~~ When the bargaining unit member has been assigned a teaching load of less than fourteen (14) workload units in a term, the member must prepare and submit to the Dean appropriate documentation of how the assignments made in lieu of teaching were satisfactorily completed. Failure to submit such documentation may be grounds for disciplinary action.

Section 6. Workload Assignment. Except for bargaining unit member librarians, the college Dean shall assign workload according to the Provost's annual Workload Guidelines and forward such assignments to the Provost for final approval. Departmental needs shall be the basis for assignments. If unforeseen events occur or departmental needs change during the year, a bargaining unit member's assignment may be modified by the college Dean and forwarded to the Provost for final approval.

Commented [CB1]:

Note: It is Oregon Tech's intent that all workload assignments (instructional and non-instructional) are to be approved by the Provost. In the event such intent is not captured by the language below, this is the intent.

The Provost has sole and exclusive discretion to update the Workload Guidelines after providing recommended changes to, and receiving input as to those changes from, the Association.

Section 7.6. Overload.

(A). An instructional overload ~~or out of load~~ assignment is an assignment of no more than one (1) course (up to four (4) credits) in any modality per academic term in excess of the maximum instructional workload units stated above that is mutually agreed to between the bargaining unit member and the Department Chair or appropriate administrative supervisor with approval of the Dean and Provost. Any exception will require approval by the Dean and Provost.

(B). An overload assignment is a one time or limited assignment, made or approved by the Provost or designee. No bargaining unit faculty member may be disciplined or terminated for refusing an overload assignment.

(C). Bargaining unit members who have been awarded release time may not receive overload ~~or out of load~~ for teaching an instructional or non-instructional assignment for the period of time during which they received the release time.

~~(C). Compensation for work performed on sponsored agreements or matching funds, both of which must be approved by the Provost or designee, during all or any portion of such period are not to exceed the bargaining unit member's base salary rate.~~

~~(D). Appointments for which compensation is paid, in whole or in part, with federal funds may be ineligible for overload appointment or compensation. A bargaining unit member may receive compensation that exceeds his/hers the member's base salary rate so long as the extra appointment and its compensation is approved specifically by the granting agency and does not exceed twenty percent (20%) of member's base salary for the period.~~

Section 7. 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 and no additional workload units are awarded for student consultation. Full-time bargaining unit members shall establish and maintain a minimum of five (5) scheduled student consultation hours per week in their offices outside of class, each term they are teaching. These five (5) hours should be distributed over at least three (3) different days per week. Student consultation sessions should occur at the campus

Commented [CB2]:
These paragraphs are now addressed in Oregon Tech's Compensation proposal.

location(s) where bargaining unit members are assigned and be a minimum of one (1) hour in length. These hours may not occur during assigned course times. Those bargaining unit members with less than full-time appointments shall establish minimum consultation hours in proportion to their part-time appointment. Bargaining unit members teaching online classes shall be required to publish and hold office hours in proportion to the assigned online teaching workload.

(B). Each bargaining unit member shall post the schedule of office hours outside the bargaining unit member's office for student viewing, include it on each syllabus and submit a copy to the Department Chair or appropriate administrative office and Dean. Established office hours should be convenient to the students, not just the bargaining unit member.

Section 8. Student Advising. Recognizing the importance of student advising and its place among the principal responsibilities of all bargaining unit members, the Department Chair or appropriate administrative officer, with approval from the Provost, will assign advisees to tenured and tenure-track bargaining unit members. Non-tenure track bargaining unit members may be assigned advising duties. Student advising is a necessary part of instruction and no additional workload units are awarded for student advising.

Section 9. Librarians Workload. Bargaining unit members employed in University libraries have appointment with primary duties in the University libraries. Full-time (1.0 FTE) librarian bargaining unit members shall work a forty (40) hour week on a schedule established by the University Librarian and develop library systems and resources to support the educational and applied research mission of the University, such as: reference service, library research, information literacy instruction, collection development, and bibliographic organization and control. Bargaining unit member Librarians shall meet faculty and student needs consistent with standards of quality recognized by program and institutional accreditation commissions.

Section 10. Summer Term. For nine (9) month bargaining unit members, Summer Term appointments are for varying lengths of time and are additional appointments when program needs and available resources provide opportunities for summer employment. Summer Term appointments are recommended, and mode of course delivery assigned, by Department Chairs or appropriate administrative officers and approved by the Dean and the Provost. Bargaining unit members who indicate a willingness to accept a Summer Term appointment and are qualified to teach the course(s) offered, will be offered the appointment before an individual outside bargaining unit. ~~The mode of course delivery will be assigned by the Department Chair or appropriate administrative officer with approval from the Dean.~~

Commented [CB3]:
Oregon Tech agrees to this language provided that the Union agrees that compensation for Summer Term paid at the adjunct rate (see Compensation proposal).

Section 11. Course Modality and Capacities. Course capacity and instructional modality of any course will be determined by the Department Chair or appropriate administrative officer and approved by the Dean [and Provost](#).

For the Article on Definitions:

Academic Year. Academic year shall consist of three (3) terms including two weeks before the beginning of the academic year and one week following the academic year but not including scheduled holidays.

Summer Term. Summer Term is the time that occurs between the end of the Spring term and the start of the Fall term.

Work Year. For nine (9) -month faculty the work year shall consist of three (3) terms including two weeks before the beginning of the academic year and one week following the academic year but not including scheduled holidays, Thanksgiving Break, Winter Break and Spring Break, as defined by the current academic calendar.

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.

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 FY21	Year 1 (3/17/21 – 6/30/21)	Year 2 (7/1/21 – 6/30/22)	Year 3 (7/1/22 – 6/30/23)	Year 4 (7/1/23 – 6/30/24)	Year 5 (7/1/24 – 6/30/25)	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Health & Welfare, Section 3 (healthcare)	\$3,636,177	(\$282,502)	(\$325,605)	(\$370,693)	(\$417,840)	(\$467,123)	(\$1,863,763)	Assumes 3% annual increase to PEBB rates, members do not change their plan selection, and current faculty set is unchanged in future years.
Health & Welfare, Section 4 (retirement)	\$3,032,074	--	--	--	--	--	--	Current cost is FY21 budgeted retirement for current faculty. Unable to cost future years because there are factors that will be unknown and unknowable in each year that drives the total cost; however, historical trends reveal increased costs.
Professional Development	\$186,353	--	--	--	--	--	--	Current cost is FY21 professional development budget in instructional indices plus the library. Professional development is not budgeted by employee. In indices with multiple employee types, budget is adjusted by proportion of faculty paid in that index. Unable to cost future years because there are factors that will be unknown and unknowable in each year that drives total cost.
Sabbaticals, Section 6 (salary)	\$3,084	--	--	--	--	--	--	Current cost is FY21 sabbatical savings less cost of adjunct backfill by workload unit. Unable to cost future years because there are factors that will be unknown and unknowable in each year that drives total cost.
Salary, Section 3(C) (2)	\$13,047,424	\$490,865	\$327,423	\$327,423	\$327,423	\$327,423	\$1,718,746	Assuming no change in retirement rate or FICA tax rate over contract period. FY21 is current year salaries. Year 1 includes all retroactive pay. Year 2-5 show ongoing costs associated with the Year 1 increase, not new costs introduced each year 2-5. Unable to cost any additional associated costs with maintaining staff at new minimum

Salary, Section 3(D) (merit pool)	--	--	--	--	--	--	--	Unable to cost this proposal because there are factors that will be unknown and unknowable in each year that drives the total cost.
Salary, Section 5 (NTT minimums)	--	\$25,800	\$25,800	\$25,800	\$25,800	\$25,800	\$129,000	FY21 base salary is included in the base salary above for section 3(c)(2). Year 1 is salary plus OPE for two instructors to be brought to minimums. Year 2-5 show ongoing costs associated with this year 1 increase. Unable to cost any additional associated costs with maintaining staff at new minimum
Salary, Section 6 (tenure & promotion)	--	--	--	--	--	--	--	Unable to cost this section because it depends on the annual tenure and promotion review process.
Salary, Section 7 (program directors)	\$105,096	--	--	--	--	--	--	Current Cost is FY21 annual program director stipends (includes OPE). Unable to cost future years because there are factors that will be unknown and unknowable in each year that drives the total cost.
Salary, Section 8 (overload)	\$599,288	--	--	--	--	--	--	Current cost is FY20 instructional overload (includes OPE). Unable to cost future years because there are factors that will be unknown and unknowable in each year that drives the total cost.
Salary, Section 9 (summer term)	\$232,379	--	--	--	--	--	--	Current cost is FY20 summer instructional cost incurred by regular faculty. Unable to cost future years because there are factors that will be unknown and unknowable in each year that drives the total cost.
Workload	--	--	--	--	--	--	--	Workload has a fiscal impact only as it relates to the compensation article and other factors (i.e., course scheduling). Therefore, there are no costs directly associated with this article.
TOTAL (for each column)	\$20,841,875	\$152,352	\$27,618	(\$17,470)	(\$64,617)	(\$113,900)	(\$16,017)	