## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between University of Oregon ("UO") and United Academics ("UA"), collectively referred to as "the parties," for the purpose of providing an exception to Article 19 of the current Collective Bargaining Agreement ("CBA") between the parties.

Whereas, Article 19, Section 4(a) provides that "Career NTTF must be reviewed in each contract period prior to consideration for renewal or once every three academic or fiscal years of employment, whichever is sooner;" and

Whereas, the parties, when negotiating this language, did not contemplate the short duration of many funding-contingent Career NTTF contracts; and

Whereas, applying the language of Article 19, Section 4(a), as written, would result in some funding-contingent Career NTTF being reviewed multiple times each year;

Whereas, the parties believe that limiting the review of funding-contingent Career NTTF to once per year honors the spirit of Article 19, Section 4(a) while reducing the burden on both supervisors and faculty.

## **NOW THEREFORE**, the parties agree to the following:

1. Funding-contingent Career NTTF will not need to be reviewed more than once per academic or fiscal year, even if their contract period is less than one year.

**Knowing and Voluntary**. The parties acknowledge that they have carefully read and fully understand the terms of this MOA, and that they are voluntarily entering into this MOA.

**Effective Date**. The parties agree that this MOA will be effective on the date on which all parties have signed below.

Entire Agreement. The parties agree that this MOA constitutes the entire agreement between the parties on the matters discussed herein. This MOA fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter

contained in this MOA. Except as described in this MOA, there were no inducements or representations leading to the execution of this document.

**Disputes**. Any and all disputes arising from the interpretation, implementation or application of this MOA are subject to the grievance and arbitration provisions of Articles 22 and 23 of the Agreement.

FOR THE EMPLOYER

Frances Bronet

Acting Senior Vice President and

Provost

Bill Brady

Director of Faculty Labor Relations

FOR THE UA

Michael Dreiling

President

David Cecil

**Executive Director** 

Date