

[Expectation of Continued Employment MOU]

**Memorandum of Understanding
between
University of Oregon
and
United Academics of the University of Oregon, AFT/AAUP, AFL-CIO**

This Memorandum of Understanding (“MOU”) is entered into by and between University of Oregon (“University”) and United Academics (“Union”), collectively referred to as “the parties.”

- a. **WHEREAS**, in May of 2020, the parties negotiated an MOU that required the parties to meet to begin discussions regarding restoration of FTE for faculty listed in “Career Contracts for AY 20-21,” an expectation of continued employment plan, improvements to the current TRP system, and a Progressive Pay Reduction Plan.
- b. **WHEREAS**, after meeting for three weeks, the parties were able to come to agreement on restoration of FTE for faculty listed in “Career Contracts for AY 20-21” and a Progressive Pay Reduction plan, but were not able to finish their work on an expectation of continued employment plan.
- c. **WHEREAS**, the parties agree an expectation of continued employment plan is in the interest of both parties, they agree to key principles outlined below and agree that a system that implements the below principles will be in place no later than June 15, 2021.
- d. **WHEREAS**, the parties agree to form a small work group that will determine what contract changes are required to implement the agreed upon principles. The work group will endeavor to complete its work before November 15th. Contract changes recommended by the small work group and approved by the parties will be implemented through an addendum to this MOU no later than June 1, 2021.

The parties agree as follows:

1. **Principles:** The following principles were agreed to by the parties and will be implemented through changes to the CBA determined by a joint work group described below.
 - Except as stated below, Career faculty will have expectation of continued employment
Contract non-renewals would be replaced by notice periods that can be provided at any point during the year.

Employment Duration	Notice Period for Layoff	Rationale for Layoff
First Year	30 days	Any

Second Year to Promotion	90 days	Financial, academic, performance, or replacement with new TTF
Post-Promotion	12 months	Financial, academic, performance or replacement with new TTF

- Layoffs are also based on the functions and skills required to perform necessary work. Layoffs should generally follow earned seniority (Pre-promotion -> Senior I -> Senior II. Layoffs will take into consideration the equity goals of the university.
 - Changes in FTE are allowed with consent of bargaining unit faculty member and supervisor.
 - The parties agree to craft an expedited grievance process based on the review scope defined in the CBA and discussed by the parties (Article 16, Section 2, process, but for, etc.) with 90 days to arbitration for contesting Career layoffs.
 - Claims of discrimination and retaliation will follow UO policy and CBA definitions and processes; and
 - For a period of two years post layoff, career faculty who are laid off for academic or financial reasons and who are rehired in the same category must retain the same FTE as of the time of layoff. Laid off Career faculty hired back into the same department/unit would be hired back at the same FTE and salary.
- 2. Status quo:** The parties agree that the above key principles and associated changes to the CBA will not impact tenured and tenure-track faculty, Acting faculty, funding-contingent Career faculty, Visiting faculty, Pro Tempore faculty, Postdoctoral Scholars, Retired faculty, or Article 25 of the CBA.
- 3. Workgroup:** The parties will form a workgroup within 21 days of the execution of this agreement to draft changes to the CBA that implement the above-stated principles. Each party will have equal representation on the group. The workgroup will make recommended language changes that implement the above stated principles and that are consistent with applicable CBA provisions and state and federal law. The parties agree that the workgroup does not have the authority to change or supplement the above-stated principles. The workgroup will endeavor to complete its work by November 15, 2020. The parties agree that the above stated principles will be implemented through an addendum to this MOU by June 1, 2020.


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

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

Entire Agreement. The parties' collective bargaining agreement and this MOU represent the parties' entire agreement with respect to the subject matter discussed in this MOU. Except as

described in this MOU, there were no inducements or representations leading to the execution of this document.

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

 9-9-20

For the Union Date
Dave Cecil,
Executive Director

Missy Matella 09/08/20

For the University Date
Missy Matella
Senior Director, Employee and
Labor Relations