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 the University of Oregon ("University") and United Academics ("Union"), collectively referred to as "the parties."

Recitals:

Whereas, the parties agreed to end their 2020 bargaining without resolution on most articles and issues and extend the current Agreement by one year; and

Whereas, the parties had come to agreement on four articles; and

Whereas, the parties agreed that these Tentative Agreements negotiated during 2020 will be reduced to MOUs and have the full force and effect of Collective Bargaining Agreement (CBA) language; therefore

Agreement:

- 1. Article 7. The parties agree to delete the totality of Article 7: Faculty Handbook from the CBA.
- 2. Article 8. The parties agree to change "ORS 351.065" to "ORS 352.226." The parties further agree to change all references to "Affirmative Action" to "the Office of Investigations and Civil Rights Compliance."
- 3. Article 18. The parties agree to add a comma after "course cancelation" in Section 1. The parties further agree to add a sentence at the end of Section 1, Paragraph 1 that reads "Appropriate programs, like Global Education Oregon (GEO), may also implement summer session appointment policies." The parties further agree to add a sentence at the end of Section 1, Paragraph 2 that reads "Programs with summer session policies may also include rules with respect to compensation, appointment, and budgeting." The parties agree to delete the current last sentence of Section 1 which begins, "Policies will be made available..."
- 4. Article 41. The parties agree to change "Academic Affairs" to "Human Resources and Provost's Office" in Section 1 and add an 's' to the word "website" in the same sentence. The parties agree to strike the language, "and notify the Union of its posting" in Section 1. The parties agree to add, "The Union will be notified when the Agreement is posted." The parties agree to strike "Deans and directors and unit heads" in Section 1 and substitute "The University" instead. The parties agree to change Section 2 to read, "In the initial appointment of new faculty who will occupy a bargaining unit position, the University will include notice that the position is represented by United Academics and information on how to access the Agreement."
- 5. 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.

- **6. Effective Date.** The parties agree that this MOU will be effective on the date at which all parties have signed below.
- **7. 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.
- **8. 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.

For the Union

David Cecil,

Executive Director

Date

11-17-20

For the University

Missy Matella

Senior Director, Employee and Labor Relations

Melion Matella

11/17/20

Date