

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (3/14/2024)
2 UNITED ACADEMICS PROPOSAL (2/29/2024)

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4 **Document Key**

5 UA new | UA deletion | UO new | UO deletion | Accepted | Deleted | Status Quo | Restored
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7 **ARTICLE 26. SALARY**

8
9 **Section 1. Merit Increases.** In addition to the meritorious salary increases associated with
10 successful promotion, tenure, ~~and six-year-post-tenure, and career continuous employment~~
11 reviews, the University will establish a unit-based pools of ~~3% 6%~~ for salary increases to be
12 distributed solely as merit to bargaining unit faculty members in the Career and Tenure-Track
13 and Tenured classifications as follows:-
14

| Classification | Tenure-Track and Tenured | Career |
|-----------------|--------------------------|--------|
| January 1, 2025 | 3% | 3% |
| January 1, 2026 | 3% | 3% |
| January 1, 2027 | 3% | 3% |

15
16 Total unit-based pool amounts will be determined based on the total base salary (prorated for
17 FTE) for eligible faculty members in each group as of October 31 preceding the increase date.
18 ~~2023 2026 and increases will be effective January 1, 2024 2027.~~

19
20 **a. Eligibility:** To be eligible for merit, the faculty member must have an appointment on or
21 before July 1 preceding the increase date; ~~2023 2026~~. Merit reviews will be based on the work
22 performed by the faculty member since the faculty member's last merit review or since the
23 faculty member's start date, if the faculty member was hired during the last review period, and
24 may take into account the length of service over the review period. Units may establish
25 different ~~reviews period~~ review periods in their respective unit level policies.
26

27 **b. Distribution:** Merit distributions should be given as a percentage of base salary, irrespective
28 of FTE in any given review period, and not as a flat dollar amount, unless the unit has Office of
29 the Provost approval for the distribution. Unit level merit policies must include criteria for
30 determining whether faculty members exceed, meet, or do not meet expectations in teaching,
31 service, and research, as applicable, and a methodology for determining when faculty meet
32 expectations overall based on their ratings in those areas. Merit determinations may not be
33 grieved except for specific allegations of process error(s) or prohibited discrimination and
34 retaliation that materially impacted a determination. Neither the academic judgment and/or
35 application of unit-level criteria of a merit determination may be grieved.
36

37 ~~January 2022 2025 Across the Board Increase.~~ Eligible bargaining unit faculty members will
38 receive a ~~5% 9.4%~~ increase to base salary effective January 1, ~~2022 2025~~. Eligible bargaining
39 unit faculty members are those with an appointment as of October 31, ~~2021 2024~~.

40
41 **Section 2. January 2023 2026 Across the Board Increases.** Eligible bargaining unit faculty
42 members will receive a ~~2% 4.4%~~ increase to base salary effective January 1, ~~2023 2026~~.

1 Eligible bargaining unit faculty members are those with an appointment as of October 31, 2022
2 2025. In addition, the University will establish a pool of 2.5% of bargaining unit faculty salaries
3 to address external equity issues, and a unit-based pool of 2.5% to address internal equity
4 issues. Total pool amounts will be determined by the total base salary (prorated for FTE) for
5 eligible faculty members in each group as of October 31, 2025. All equity-based salary
6 increases will be effective January 1, 2026. Any funds from the equity pools that are not
7 allocated as equity raises or for units/ranks for which there is no comparator data will be
8 distributed as across the board raises of 2.5%.

9
10 **a. External equity:** “External equity” issues refer to the pattern of differences between
11 average salaries for units (by rank) at the University and average salaries for similar
12 units/ranks at other public universities in the Association of American Universities. The
13 Joint Committee on Equity (see Section 13) shall be responsible for constructing policies
14 and procedures for guiding the distribution of monies in the external equity raise pool to
15 address this pattern of differences according to the following principles: The goal of these
16 raises is to increase by the most the average salaries of those faculty in units/ranks that
17 are farthest from their AAU public comparators. If the pool is insufficient to raise all
18 unit/rank averages to the external comparator levels, the Joint Committee shall prioritize
19 increases for those units/ranks that are farthest from the comparators. Within units/ranks,
20 raises shall prioritize those most underpaid in comparison to external comparators.

21 **b. Internal equity:** “Internal equity” issues refer to a pattern of differences, including
22 compression and inversion among salaries within units and time in rank. The Joint
23 Committee on Equity (see Section 13) shall be responsible for constructing policies and
24 procedures to guide the distribution of monies in the internal equity raise pool. In
25 determining differences in pay, the Joint Committee will account for the University
26 Senate’s study on service, situations of protected classes of faculty, and the Oregon Equal
27 Pay Act. Processes shall include appropriate data analysis, contract and CV reviews, and
28 interviews as necessary.

29
30 **Section 3.**

31
32 **Section 2. Funding-Contingent Faculty**

- 33
34 a. In no case will a funding-contingent faculty member be awarded retroactive salary
35 increases. In lieu of retroactive pay, funding-contingent faculty members will be entitled
36 to a lump-sum equivalent to the retroactive pay to be distributed no less than three
37 months after the retroactive pay would have otherwise been provided.
38
39 b. Funding-contingent faculty who are principal investigators on the sponsored project that
40 funds their own salary may petition the Office of the Provost to delay or forgo an increase
41 in their own salary as required under this Agreement.

42
43 **Section 3. Salary Floors**

- 44
45 a. As of July 1, 2025, the following minimum salary floors will be in effect for all
46 bargaining unit faculty members in the Career, Postbaccalaureate Scholar, **Protem,**

1 Visiting and Retired classifications:

| Category | 9-month Salary Floor | 12-month Salary Floor |
|-----------------------------|----------------------|-----------------------|
| PE & Rec | \$30,257 | \$36,981 |
| Postbaccalaureate Scholar | \$27,938 | \$34,147 |
| Research Assistant (Type A) | \$27,938 | \$34,147 |
| Research Assistant (Type B) | \$30,368 | \$37,116 |
| Research Assistant (Type C) | \$33,008 | \$40,343 |
| Research Associate | \$37,134 | \$45,386 |
| All Others | \$45,386 | \$55,472 |

2 Salary floors for 9-month appointments are 9/11 of the 12-month salary floor.

3
4 b. ~~Through June 30, 2023, the minimum salary floor for Pro Tem and Visiting bargaining~~
5 ~~unit faculty members will be 90% of the corresponding Career floor in subsection (a).~~
6 ~~Effective July 1, 2023, the~~The minimum salary floors for instructional Pro Tem and
7 Visiting bargaining unit faculty members ~~are~~ will be 90% of the corresponding Career
8 floor in subsection (b).

9
10 c. **Postdoctoral Scholars:** Each department or unit that hires Postdoctoral Scholars will
11 maintain a unit-based salary floor that is no less than the Research Associate salary floor
12 in Section 3.a. Departments or units reserve the right to pay at a higher level, so long as
13 salary equity by years of service is maintained. When a Postdoctoral Scholar's annual
14 contract is renewed, they shall receive an increase to base salary. Postdoctoral Scholars
15 are not eligible for merit or across the board salary increases pursuant to this Article.

16
17 i. ~~**NIH Minimum.** The minimum salary floor for Postdoctoral Scholars on 12-~~
18 ~~month appointments funded by NIH grants will be no less than the amounts set~~
19 ~~according to the NIH Postdoctoral minimum salary schedule and the floor will~~
20 ~~be adjusted each year pursuant to that NIH schedule. Postdoctoral Scholars under~~
21 ~~this section shall not be entitled to any merit or across the board increases~~
22 ~~pursuant to this Article.~~

23
24 ii. ~~**Other Postdoc Minimum.** The minimum salary floor for all other Postdoctoral~~
25 ~~Scholars is the Research Associate salary floor under 5.b. Postdoctoral Scholars~~
26 ~~under this section shall be eligible to receive merit or across the board increases~~
27 ~~pursuant to this Article. No current bargaining unit faculty member in the~~
28 ~~Postdoctoral Scholar classification will have their base salary reduced with the~~
29 ~~introduction of non-NIH salary floor under this section. Postdoctoral scholars~~
30 ~~who perform teaching duties will receive the equivalent pay for their teaching~~

responsibilities, or their Postdoctoral salary floor, whichever is higher.

d. ~~The following minimum salary floors will be in effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, and Retired classifications:~~

| | |
|---|----------|
| i. PE/Rec | \$26,000 |
| ii. Postbaccalaureate Scholar | \$30,600 |
| iii. Research Assistant (Type A) | \$30,600 |
| iv. Research Assistants (Pre-2022 Types, Type B, and Type C) | \$34,000 |
| v. All Others | \$39,000 |

e. ~~As of July 1, 2023, the following minimum salary floors will be in effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, and Retired classifications:~~

[comment: previous floor tables deleted for clarity]

Section 4. Promotion and Review Related Salary Increases. All increases under this section will become effective September 16 for 9-month appointments and July 1 for 12-month appointments following the date of the review decision. To the extent a review decision is delayed by the University an increase will be made retroactively to the dates above, as appropriate.

a. **Promotion Increases.** All bargaining unit faculty members who achieve a promotion in rank will receive an increase of at least 8% ~~10%~~ of base salary.

b. **Sixth-Year Post-Tenure Review Increases.** Full professors who successfully complete (meets expectations in all areas or exceeds expectations in all areas) their first ~~a~~ major sixth-year post-tenure review after promotion to full professor will receive an increase to base salary of at least 4% ~~6%~~ for meeting expectations in all areas or at least 8% ~~10%~~ for exceeding expectations in all areas. Full professors who successfully complete subsequent major reviews will receive an increase of at least 4% of base salary.

c. **Career Continuous Employment Review Increases.** Career faculty at the highest rank in their category or in a single rank category who successfully complete (meets or exceeds expectations in all areas) their first ~~a~~ continuous employment review will receive an increase to base salary of at least 4% ~~6%~~ for meeting expectations in all areas or at least 8% ~~10%~~ for exceeding expectations in all areas. Career faculty who successfully complete subsequent continuous employment reviews will receive an increase of at least 4% of base salary.

~~d. **Increases are minimums.** All increases specified in this Section are minimum increases. The University may choose to provide additional increases to base salary upon promotion and/or reviews.~~

Section 5. Retention Adjustments. To facilitate retention salary adjustments, the Office of the Provost will maintain a retention salary adjustment policy, posted on their website,

1 describing the criteria and procedures to be used in making retention adjustments for
2 bargaining unit faculty members. The Office of the Provost will notify the Union of any
3 retention adjustments made to the salary of a bargaining unit faculty member ~~as well as~~
4 ~~denials of retention efforts.~~

5
6 **Section 6. Payment of Salary.** Bargaining unit faculty members may opt to be paid in 12 equal
7 monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit
8 except in the case of emergency or unless another method of payment is required by law. ~~If the~~
9 ~~University fails to issue pay to a bargaining unit faculty member on time (including but not~~
10 ~~limited to salary, stipends, overloads, awards), the University shall be liable for any costs~~
11 ~~incurred by the bargaining unit faculty member as a result of late payment, including but not~~
12 ~~limited to overdraft fees and late fees assessed for household bills. If the University is more~~
13 ~~than five days late in issuing a bargaining unit faculty member's pay, the University shall also~~
14 ~~provide the affected bargaining unit faculty member an additional \$50 per day until their full~~
15 ~~salary is issued.~~

16
17 ~~**Section 9. Reimbursements.** The University shall reimburse bargaining unit faculty members~~
18 ~~for their approved expenses (including but not limited to travel, purchases, payroll expenses, and~~
19 ~~other properly substantiated business and research expenses) in a timely manner. If the~~
20 ~~University fails to pay such reimbursements within 35 days, the University shall also provide~~
21 ~~affected bargaining unit faculty members an additional \$50 per day until the reimbursement has~~
22 ~~been issued.~~

23
24 **Section 7. Alternative Program Models.** Notwithstanding other provisions of this agreement,
25 assignments in programs that rely on alternative compensation models (where compensation is
26 provided at a fixed rate outside regular salary) to be financially viable may be compensated at a
27 rate to be agreed to by the University and the bargaining unit faculty member without regard to
28 the bargaining unit member's existing base salary.

29
30 **Section 8. Workload Adjustments.** Both parties recognize that professional responsibilities ebb
31 and flow throughout the year. The provisions of this section are not meant to address minor or
32 normal fluctuations in workload.

- 33
34 a. If a Career or Limited Duration bargaining unit faculty member has their FTE reduced
35 with no demonstrable corresponding reduction in workload, then the bargaining unit
36 faculty member's base salary will be increased in proportion to the FTE reduction.
37
38 b. If a Career or Limited Duration bargaining unit faculty member has their workload
39 significantly increased with no corresponding increase in FTE, then the bargaining unit
40 faculty member's base salary will be increased in proportion to the workload increase.
41
42 c. If a bargaining unit faculty member is paid an overload or stipend it must be for work
43 above and beyond their regular workload. If the University ends an overload or stipend
44 payment and a workload adjustment has not been made to account for the change, the
45 bargaining unit faculty member will no longer be expected to complete the assignment
46 which generated the overload or stipend.

1
2 **Section 9.** For a period of two years post layoff, Career faculty members who are laid off for
3 academic or financial reasons (Article 16, Section 12.b & c.) and who are rehired in the same
4 category must retain the same or greater FTE as of the time of layoff. Laid off Career faculty
5 members hired back into the same department or unit will be hired back at the same or greater
6 FTE and salary.
7

8 **Section 10. Academic Year Appointment Half-Month Pay.** Bargaining unit faculty members
9 with academic year appointments (9-month) in positions that are exempt (salaried) will receive a
10 full-half-month salary in September and in June at their respective monthly rate. This Section
11 does not apply to those with otherwise partial-month appointments (i.e., single-term only
12 appointments), those not employed in a respective month, or those who have elected a 12-month
13 pay option.
14

15 ~~**Section 13. Joint Committee on Equity.** The Union and the University agree to form a Joint
16 Committee on Equity (Joint Committee) charged with creating policies and procedures for
17 guiding the distribution of equity pool money.~~

- 18 ~~a. **Composition.** The Joint Committee shall be made up of three members appointed by the
19 Union and three members appointed by the University.~~
- 20 ~~b. **Internal and External Equity.** The Joint Committee is charged with establishing
21 policies and procedures for guiding the distribution of the monies in the equity pools for
22 internal and external equity (See Section 2). The Joint Committee will first calculate
23 external equity raises and then, using the resulting salaries as the baseline, calculate
24 internal equity raises.~~
- 25 ~~c. **Publication.** The policies established by the Joint Committee will be published on the
26 Academic Affairs website and provided by email to the Union.~~
- 27 ~~d. **Service Credit for Members.** Whether by the Union or the University, any appointment
28 of a bargaining unit member to the Joint Committee shall be considered a service
29 obligation for that member during the period that the Joint Committee meets.
30 Membership on the Joint Committee shall be considered equitably with other service
31 obligations with respect to workload planning and any review of faculty activity
32 including but not limited to merit raises, promotion and tenure reviews, and post-tenure
33 or post-promotion reviews.~~
- 34 ~~e. **Deadline.** The work of the Joint Committee shall be completed October 31, 2025.
35 Should the Joint Committee fail to complete either the external or internal equity
36 adjustments by this date, the monies shall be distributed as across the board raises.~~