

UNIVERSITY OF OREGON PROPOSAL (5/23/2024)

Document Key

UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

APPENDIX 1: IMPLEMENTATION AGREEMENTS

The parties have agreed to take certain actions to implement commitments made in the course of bargaining the successor agreement as provided below.

Agreement 1: Unit-Level Policies. The parties agree that the Office of the Provost shall require the following unit-level policies to be revised through the process specified in Article 4 in order to be submitted to the Office of the Provost by June 15, 2025. Such revisions should be developed with attention to the policy development guidelines in Appendix 2 and the relevant Article(s) of the Agreement:

- ***Career Faculty Review and Promotion (Article 19)***, such revisions should align unit-level policies with Article 19, remove references to contracts to reflect the expectation of continuing employment, and align classifications and categories with those in Article 15. Units that employ faculty in Limited Duration classifications should revise faculty review policies for relevant classifications and categories consistent with Appendix 2.
- ***Tenured and Tenure-Track Review and Promotion (Article 20)***, such revisions should align unit-level policies with Article 20. Each Department or Unit must articulate criteria within their policies that clarify the expectations for faculty activity in research and scholarship.

Agreement 1 sunsets on June 30, 2027 and will be deleted in its entirety from the CBA.

~~**Agreement 1: Research Assistant Category Types.** The parties agree that the University will conduct a review of each position in the Research Assistant category as to determine their type (A, B, or C) under Article 15, Section 3. Research Assistant positions will be recategorized into their appropriate type no later than June 30, 2023. No bargaining unit faculty member will have their salary or rank reduced as a part of this agreement.~~

~~If the review specified above determines the duties of a current Research Assistant position are more closely aligned with a different research category, a bargaining unit faculty member may agree to be recategorized into the appropriate category. No bargaining unit faculty member will have their salary or rank reduced as a part of this agreement.~~

~~Notices of recategorization or reclassification will inform the bargaining unit faculty member that they may reach out to the Union (info@uauoregon.org) or the University (uoelr@uoregon.edu) if they believe the final determination is in error.~~

~~**Agreement 2: Unit-Level Policies.** The parties agree that the Office of the Provost shall require the following unit-level policies to be revised through the process specified in Article 4 with attention to the policy development guidelines in Appendix 2 and the relevant Article(s) of the Agreement:~~

- ~~• Merit Review, if more than five years old as of June 30, 2022.~~
- ~~• Professional Responsibilities (Article 17), such revisions should align unit-level policies with Article 17 and should be modified as necessary to address the University's goals on diversity, equity, and inclusion with particular focus on course loads of 9 or more. Discussions should include course allocation across terms, preparation time, number of new course development and preparations, number of contact hours, size of classes, teaching load variation, course maximums, and support mechanisms for faculty with heavy teaching loads. Unit faculty-approved policy regarding course loads shall be considered by the administration consistent with Article 4 obligations.~~
- ~~• Career Faculty Review and Promotion (Article 19), such revisions should align unit-level policies with Article 19 and should be modified as necessary to address the University's goals on diversity, equity, and inclusion. Units that employ faculty in Limited Duration classifications should revise faculty review policies for relevant classifications and categories consistent with Appendix 2. Revisions will remove references to contracts to reflect the expectation of continuing employment, and classifications and categories must align with those in Article 15.~~
- ~~• Tenured and Tenure Track Review and Promotion (Article 20), such revisions should align unit-level policies with Article 20 and should be modified as necessary to address the University's goals on diversity, equity, and inclusion.~~

~~Units should prioritize their efforts to allow for approval of their merit review policies by June 15, 2023 and all other policies specified above by June 15, 2024.~~

~~**Agreement 3: Faculty Service.** Following the work of the University Senate Task Force on Service, the parties will convene a committee in AY2022-23 to discuss and advance the equitable distribution of faculty service assignments. Final agreement between the parties, if any, to modify this Agreement will be specified in an MOU.~~

Agreement 4: Paid Family Leave. The parties will monitor the issuance of final rules by the Oregon Employment Department regarding HB 2005(2019), Paid Family and Medical Leave Insurance (PFMLI). The parties agree to discuss the impact of the statute for bargaining unit faculty members, if any. Such discussion may also include the need for and implementation of a donated sick leave pool for bargaining unit faculty members. Final agreement between the parties, if any, to modify this Agreement will be specified in an MOU.

Agreement 5: Childcare Community Partnership Investment Fund. The parties are committed to supporting bargaining unit faculty members in caregiving and childcare while recognizing that broader solutions require broader partnerships. The University will establish a one-time pool of \$500,000 to help provide necessary start-up and one-time funding to organizations establishing or expanding childcare services in Eugene, in exchange for guaranteed spots for UO employees at least 40% of which will be offered first to children of bargaining unit faculty members. Grants from the pool will be determined by the University and informed by a joint committee consisting of representatives from the Union and the University.

The parties agree to meet in Fall of 2024 to review the effectiveness and usage of the Travel Support Fund (Article 34 Caregiving, Section 3).

Agreement 6. Career Faculty Internal Equity Study. The Parties mutually recognize the importance of salary equity and have agreed to the following strategy for Fiscal Year 2023 to identify any salary inequities for Career instructional faculty. The University and UA will appoint representatives to an advisory group to work with an outside consultant on a Career instructional faculty internal equity review. The outcomes of this review will be used by the University in an advisory nature to inform decisions on Career instructional faculty equity.

- **Outside Consultant.** During Fall 2022, the University shall issue a "Request for Proposal" (RFP) seeking an external consultant with experience in equity studies within higher education. The Union shall have an opportunity to provide feedback on the RFP, participate in the consultant selection process (e.g. reviewing proposals, viewing presentations), and provide recommendations to the University as to its preference for a consultant. The parties agree that the University has final authority to select the vendor of its choice.
- **Study Parameters.** The parties will serve in an advisory capacity with deference to the expertise of the outside consultant in designing a study that incorporates industry-wide best practices for evaluating whether internal salary inequities exist within the Career

~~instructional faculty. The parties agree to work with the outside consultant to explore a study that seeks to determine if inequities exist that cannot be explained by legitimate, non-discriminatory reasons such as performance, years of experience, education, discipline, specialization, rank, and position expectations. The study's parameters ultimately shall be decided by the University, with input from the Union.~~

- ~~● **Access to Faculty Information.** The parties expressly agree that the consultant will have access to demographic, salary, and other relevant faculty information in order to complete the equity study.~~
- ~~● **Study Results.** The parties agree that they expect the study to be completed by June 30, 2023. The University agrees to provide the Union a summary of the findings of the equity study and the Union will provide recommendations to the University for salary equity considerations for bargaining unit faculty members based on the report. Final determinations regarding the assessment of salary equity will be made by the University.~~

~~**Agreement 7. Tenure Reduction Plan.** The parties will negotiate on Article 31: Tenure Reduction Plan in Fall 2022 with the intent to agree to an MOU that will replace Article 31 by December 31, 2022. If no MOU is agreed to by December 31, 2022 the University's Article 31: Phased Retirement proposal (June 15, 2022) will go to UA members for ratification in January 2023 with new sign ups ending January 1, 2024 for the Tenure Reduction Option (Section 4).~~

Status of or concerns about implementation of the agreements above or other commitments made in the body of the parties' successor agreement shall be first discussed in Joint Labor Management Committee.