

**COLLECTIVE BARGAINING AGREEMENT**

*Between*

**ASSOCIATION OF PROFESSORS,  
SOUTHERN OREGON UNIVERSITY**

*and*

**THE STATE OF OREGON**

*Acting by and through the*

**OREGON UNIVERSITY SYSTEM**

*on Behalf of*

**SOUTHERN OREGON UNIVERSITY**

**September 1, 2011, through August 31, 2013**



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# Collective Bargaining Agreement

September 1, 2011, through August 31, 2013

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## Article 1. PREAMBLE

**Section A.** This Agreement entered into as of December 8, 2011, and in effect for the period September 1, 2011, through August 31, 2013, is between the Association of Professors, Southern Oregon University (hereinafter called the “Association” or “APSOU”), as the exclusive bargaining agent for the faculty members described in Article 3 (Recognition), and the State of Oregon, acting by and through the State Board of Higher Education as defined by ORS 351.010 and ORS 351.070 on behalf of Southern Oregon University (hereinafter called the “University”).

**Section B.** The basic functions of instruction, research, community and professional service at Southern Oregon University are performed by a community of men and women who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service, and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities.

**Section C.** The teacher is entitled to freedom in the classroom in discussing the subject of the course, but should be careful not to introduce, repeatedly or deliberately, matter into teaching which has no relation to the subject.

**Section D.** Without imposing a financial burden or other obligation on the University to sponsor or publish, the teacher is entitled to full freedom of research and publication.

**Section E.** The university teacher is a citizen, a member of a learned profession, and a professional educator. When speaking or writing as a citizen, the member should be free from institutional censorship or discipline. In the exercise of this freedom of expression, and as a person of learning and a professional educator, the member should remember that the public will judge the profession and the institution by the member’s utterances and actions. A member should at all times strive to be accurate, should exercise appropriate restraint, show respect for the opinions of others, and should make every effort to indicate that the member is not an institutional spokesperson.

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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## Article 2. DEFINITIONS

As used in this Agreement and except as its context may otherwise require:

1. “AAUP” stands for American Association of University Professors. AAUP’s annual faculty salary survey is reviewed during negotiations and used for goal setting.
2. “Adjusted Floor Salary” is the 9-month, 1.0 FTE salary rate that combines an individual’s minimum floor salary and disciplinary adjustment.
3. “Administrative release” is measured in ELU and releases a faculty member from some or all of his/her teaching duties to fulfill an administrative need, such as department chairs, program directors, program coordinators, etc.
4. “Agreement” means all of the definitions, provisions and terms agreed to by the two parties, as set forth in this contract.
5. “APSOU” means the Association of Professors at Southern Oregon University.

6. “Association” (see “APSOU”)
7. “ASSOU” means the Associated Students, Southern Oregon University.
8. “Bargaining unit” means the employees, collectively, included in the bargaining unit as defined in Article 3 (Recognition).
9. “Base salary” or “salary base” is the 9-month, 1 FTE salary rate, excluding any temporary additions such as an irregular employment agreement (IEA). Normally, an individual’s adjusted floor salary, or prior salary base plus any applicable across-the-board increases, whichever is higher.
10. “Board” (see “OSBHE”)
11. “Calendar day” means a day as counted on a twelve-month, non-academic calendar.
12. “Completed years in rank” (see “year-in-rank”)
13. “Consultation” is a decision-making process that reflects Southern Oregon University’s commitment to shared governance. Consultation means there is a formal opportunity for faculty (as a whole or through authorized representatives) to provide input and present judgment prior to a decision being made.
14. A “continuing” bargaining unit member is one who was a bargaining unit member during spring term of the current academic year and is expected to be in the bargaining unit the following fall term per the University staffing plan.
15. “CUPA-HR” stands for College and University Professional Association for Human Resources. CUPA-HR’s faculty salary survey is used in determining disciplinary adjustments.
16. “Current year-in-rank” (see “year-in-rank”)
17. “Department” means an academic department or the Library within Southern Oregon University of the Oregon University System.
18. “Disciplinary Adjustment” is the 9-month, 1.0 FTE salary adjustment found in the Article 12 disciplinary adjustment table by looking in the appropriate rank column and disciplinary code row.
19. “Disciplinary Code” is the 4-digit code associated with that faculty member’s academic assignment, which is assigned during the appointment process.
20. “ELU” means “equated load units” and is used in determining FTE. See Article 19 (Working Conditions), Section A, item 3.
21. “ERB” means the Employment Relations Board of the State of Oregon.
22. “Fourth term” means the academic term in which a faculty member is not normally employed (usually summer term).
23. “FTE” means “full-time equivalent.” When referring to faculty, “full-time equivalent” shall be counted according to Article 19 (Working Conditions), Section A, item 3.
24. “Full-time” faculty members are appointed at 1.0 FTE.
25. “Medford campus” means all sites, collectively or individually, located in Medford, Oregon, at which Southern Oregon University faculty instruct and/or advise students.

26. “Member” means a public employee who is included in the bargaining unit, as defined in Article 3 (Recognition).
27. “Minimum Floor Salary” is the 9-month, 1.0 FTE salary rate found in the Article 12 salary table by looking in the appropriate rank column and year-in-rank row.
28. “Ongoing” faculty members hold positions with indefinite tenure, three-year extendable appointments, or one-year renewable appointments eligible for tenure or a three-year extendable appointment.
29. “OSBHE” means the Oregon State Board of Higher Education and its agents.
30. “OUS” means Oregon University System.
31. “Part-time” faculty members are appointed at less than 1.0 FTE.
32. “Professional faculty member” is a faculty member appointed at the rank of instructor or senior instructor.
33. “Professorial faculty member” is a faculty member appointed at the rank of assistant, associate, or full professor.
34. “Salary base” (see “base salary”)
35. “SOU” means Southern Oregon University, an institution in the Oregon University System (OUS).
36. “Summer Session” means the time including all academic offerings during the pre-session, the regular four-week and eight-week sessions, and the post-session.
37. “Temporary” faculty members have limited term appointments. Most temporary faculty members have non-renewable appointments, but some may hold renewable appointments with a fixed limit. See Article 19 (Working Conditions), Section D.
38. “Unit” (see “bargaining unit”)
39. “University” (see “SOU”)
40. “University campus” means the campus of Southern Oregon University, located in Ashland, Oregon.
41. “University day” means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session days will not be counted as days for those members not employed during the Summer Session.
42. “Visiting professor” means a faculty member from another educational, industrial, or governmental institution who helps carry out SOU’s teaching, research, or service commitments. See Faculty Bylaws on Academic Faculty, section 5.100 for details regarding these temporary appointments.
43. “Year-in-rank” (YIR) refers to the years elapsed since the last promotion. The effective date of a promotion begins the first year-in-rank. The “current year-in-rank” is the year in progress; the number of “completed years in rank” is the total of all years in rank completed prior to the current academic year. For example, a faculty member promoted on September 16, 2009’s current year-in-rank would be “year 3” as of 2011-12; however, that faculty member has completed a total of two (2) years in rank.

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## Article 3. RECOGNITION

**Section A.** The Association of Professors at Southern Oregon University is recognized and shall serve as exclusive bargaining representative of all employees in the bargaining unit as hereinafter described except those who are or hereafter may be excluded in accordance with the rules of the Employment Relations Board or by agreement of both parties.

**Section B.** The bargaining unit shall consist of all SOU faculty members whose appointment for the fiscal year indicates at least a 0.5 FTE appointment as academic faculty and rank of professor, associate professor, assistant professor, senior instructor or instructor. Release time granted under “Special Conditions or Emolument” does not reduce the FTE appointment (department chair, sabbatical, and the like). Continuing bargaining unit members remain in the bargaining unit through the summer whether or not they are assigned specific summer duties.

**Section C, Exclusions.** The only teaching faculty members excluded are those part-time faculty who are appointed to teach specific classes, visiting faculty, persons holding appointments solely through the SOU Division of Continuing Education, and Nursing faculty holding appointments with the Oregon Health & Science University.

Faculty paid by other universities or colleges, including other OUS Universities, who are assigned to teach and/or conduct research at least half time on the SOU campus are considered members of this bargaining unit unless both parties agree to exclude them.

**Section D, Recognition.** The President of the Association may obtain a current list of members in the unit from the Provost by written request. Such list will be provided within ten (10) university days of the request. The Provost will provide the Association with a current list of members during the fall term of each academic year and will notify the President of the Association in writing when an appointment will remove a person from the bargaining unit or add a person to the bargaining unit, within twenty (20) university days.

**Section E.** Notwithstanding the provisions of ORS 243.692, in the event a system-wide bargaining unit for faculty is determined to be appropriate by the Legislature or a court, then this Agreement shall not serve as a bar to the inclusion of bargaining unit members covered by this Agreement in such a system-wide unit. Southern Oregon University unit members shall be eligible to vote in such a system-wide representative election and, should a bargaining agent be selected, shall participate in collective bargaining on a system-wide agreement. Should no such system-wide bargaining agent be selected, the legal status of the Association and this Agreement shall not be affected. This Agreement between the University and the Association shall be superseded by a system-wide agreement, should one be reached, upon the effective date of the latter.

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## Article 4. ASSOCIATION SECURITY

**Section A, Dues Deduction.** As long as the current fair share agreement is in effect, members of the Association will have dues deducted from their paychecks. Such deduction will continue until the Association has notified the University in writing that the deduction is to be terminated. The University will, in the month following the deduction, pay to the Treasurer of the Association the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

**Section B, Fair Share.** The Association is a fair share organization. Each bargaining unit member shall have deducted an amount equal to one hundred percent (100%) of the regular dues of APSOU, such an amount having been agreed upon as the reasonable cost of the Association for negotiations and contract administration on behalf of those who are not members of the Association. Such deductions shall be made in the manner described in Section A of this Article.

Rights of non-Association employees based on religious tenets or conscience shall be protected. Such employees shall pay the fair share amount to a nonreligious charity in accordance with the applicable procedures in ORS 243.666 and faculty member shall provide the APSOU treasurer proof of the contribution that has been made to a



nonreligious charity in order to stop subsequent APSOU dues deductions for that year. An election to rescind the fair share agreement may be held which follows the guidelines of OAR 115-30-000.

**Section C, Reduction of Duties.** Up to six (6) members of the Association negotiating team shall be released from all assignments other than the teaching of the regular instructional load, advising students, and keeping required office hours one (1) month prior to negotiations and during the period of active contract negotiations. The chief negotiator will be released from teaching duties, from two courses for one term at APSOU selection of time.

**Section D, Association Communications and Use of Facilities.**

1. The University will designate bulletin board space for use of the Association in each of the major academic buildings on the SOU campus for use by the Association in communicating with employees in the unit.
2. The Association shall be allowed the use of the facilities of the University for meetings, through standard scheduling procedures when such facilities are available and the meetings would not conflict with the business of the University.
3. The Association shall have reasonable access to existing University telephone service, its intra campus mail distributing facilities to the extent permitted by the U.S. Postal Service, its duplicating, copying, computing and word processing facilities, as well as media equipment. The Association shall reimburse the University for its use of supplies, services, photocopying, postage, long distance telephone charges, computing and network services at rates customarily charged by the University to its affiliated organizations.
4. The University will make available to the Association an office in a convenient location, furnished and serviced commensurate with those of faculty generally. The Association will reimburse the University for its utilities and janitorial costs at the standard rate as calculated annually.

**Section E, Non-Jeopardy.** The University and the Association recognize the right of each member of the bargaining unit to join or refrain from joining the Association, and neither the University nor the Association will discriminate against any employee because of membership or non-membership in the Association.

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## **Article 5. MANAGEMENT RIGHTS**

Except as abridged by this Agreement, the University retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Higher Education.

Without limiting the generality of the foregoing, as used herein the rights of management include but are not limited to the right to: administer the University; institute procedural changes which are not inconsistent with this Agreement; direct the faculty and staff, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee; and determine the physical location of departments, schools, and activities.

Other rights include but are not limited to the right to determine financial policy, including accounting procedures and reports; determine the administrative organization of the University including determining the necessary number of administrative and supervisory personnel and prescribing their duties and responsibilities; determine the control and use of University buildings, property, materials, and equipment; and determine health, safety, and property protective measures and procedures; and determine ancillary services to be rendered by the University. Additional examples of management rights include but are not limited to the right to obtain detailed supporting documentation from those making recommendations to Directors, Deans, Vice Presidents, and the President for appointments, promotions, and awards of indefinite tenure.

Management has the right to the following, but agrees to consult with faculty when: scheduling class hours and establishing or modifying class schedules; determining the size and characteristics of the faculty; determining the allocation and assignment of work to faculty members, including off-campus assignments which are not inconsistent

with this Agreement; developing and implementing a system of faculty evaluations including specific provisions for student participation; determining degree programs, course offerings, and degree requirements.

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## **Article 6. FACULTY GOVERNANCE**

It is agreed that the Faculty Constitution and Bylaws of the Southern Oregon University faculty shall coexist with this Agreement as a governing document. Proposed changes in the Faculty Constitution and Bylaws shall continue to be subject to the approval or veto of the University President and shall not be subject to further negotiations. Moreover, any alleged misapplication or misinterpretation of the Constitution or its Bylaws or of this Article shall not be made subject to the grievance and arbitration provision as contained in Article 17 (Grievance Procedure and Arbitration) of this Agreement.

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## **Article 7. STRIKES**

The Association, on behalf of its officers, agents, affiliates, and members agrees not to engage in a strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work or picketing during the term of this Agreement or during negotiations for a successor Agreement. If the parties do not reach agreement, the Association may exercise its right to utilize the dispute resolution procedures governing negotiations described in ORS 243.712-ORS 243.726, including the right to strike.

The University for its part agrees not to lock out members of the unit during the term of this Agreement or during negotiations for a successor Agreement.

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## **Article 8. DEPARTMENTAL CHAIRPERSONS: ACADEMIC YEAR DUTIES AND ADMINISTRATIVE RELEASE**

Department Chairs lead in the development and implementation of the departmental mission within the scope of the larger University mission. Specifically, the Faculty Bylaws section 4.210 describes the duties, including, the Department Chair “is responsible for the effective operation of the unit” and “directly responsible for matters relating to personnel, budget, curriculum and scheduling.”

The University recognizes that the chair duties entail significant time commitments. Department Chairs may allocate a portion of their administrative release to other department faculty based on administrative needs and with the Dean’s approval (see Faculty Bylaws 4.222). The annual administrative release to a department (see table 8) is based on the total faculty FTE assigned that department (both temporary and ongoing appointments) on September 16 of that year.

Table 8

<b>Faculty FTE</b>	<b>Minimum Administrative Release</b>
Less than 8	$\frac{4}{9}$ or .44 FTE
At least 8, but less than 14	$\frac{6}{9}$ or .67 FTE
At least 14, but less than 20	$\frac{8}{9}$ or .89 FTE
At least 20	$\frac{10}{9}$ or 1.11 FTE*

\*No individual may take more than  $\frac{9}{9}$  or 1.0 FTE release.

The necessary workload in some departments may require additional administrative release. Chairs, in consultation with their Dean, may assign additional administrative release for activities such as: program coordination, accreditation, program development, program review, and other major tasks.

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## **Article 9. PROFESSIONAL DEVELOPMENT OF FACULTY MEMBERS**

The University recognizes that it shares with its faculty the responsibility for the development and improvement of faculty performance. The University and the Association support continuing professional development of faculty in teaching, scholarship, and service. In addition to the funding sources described in this article, there may be other university funds available to support these activities. See Department Chair, Dean, or Academic Affairs website.

**Section A, Professional Development.** The University will allocate \$46,000 for 2011-12 and \$42,000 for 2012-13 for the purpose of professional development. Priority shall be given to proposals for course revision, assessment, improvement of teaching methodology and skills, updating faculty in their disciplinary fields, retraining faculty for new assignments, providing instructional resources, and developing interdisciplinary courses. The Provost shall consult with the Faculty Development Committee prior to their evaluation of the proposals; in particular, alerting them to any current institutional needs that may make it desirable to further prioritize some of the items within the list above. The Faculty Development Committee will then evaluate the proposals and make funding recommendations to the Provost. Unspent monies in this account shall be carried over for one year past the year in which they are appropriated.

**Section B, Professional Development Account (PDA).** Professional Development Accounts are provided to support faculty members' performance in the areas of teaching, scholarship, or service. Approval for use of these funds is contingent upon the member demonstrating to the Chair how the proposed use supports activities or goals described in the member's approved Faculty Professional Activity Plan. Examples include: professional travel; the purchase of equipment, software, or other materials; use of consultants; release time for professional activities or summer stipends for scholarly activities; professional society dues, books, and journal subscriptions. Durable goods purchased with these funds shall be the property of Southern Oregon University.

While these funds shall be held, on behalf of individual faculty members, in a single departmental account, no faculty member shall be constrained in his/her expenditure by the department providing such expenditures are consistent with the purpose of this section. In the event that the appropriateness of a given expenditure is questioned at the departmental level, the matter shall be referred to the dean for resolution. Where colleagues agree to do so, monies may be pooled for purposes compatible with the intent of this section.

On September 16, 2011 and on September 16, 2012, each academic department will be allocated funds to be held in a Professional Development Account (PDA), with a separate activity code for each faculty member's account. Each full-time professional faculty member with an ongoing appointment will be allocated \$750 and each full-time professorial faculty member with an ongoing appointment will be allocated \$1250.

Note:

- Faculty holding temporary appointments will not be allocated funds.
- Faculty members on sabbatical leave are eligible.
- Funds are pro-rated by FTE for ongoing part-time faculty.
- Each PDA recipient shall write a report detailing the expenditures from this account and attach it to their Professional Activities Report.
- Unspent monies in each member's account shall be carried over for one year past the year in which they are appropriated.

**Section C.** Monies described in Sections A and B above that are not expended shall be available for use for faculty development consistent with the purposes outlined in this Article at the discretion of the Provost.

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## **Article 10. APPOINTMENTS AND EVALUATION OF FACULTY**

**Section A, Role of Faculty Bylaws.** The Faculty Bylaws shall govern all areas related to appointments and evaluation that require the exercise of academic judgment. Areas requiring the exercise of academic judgment are:

1. setting criteria for initial appointment (Section 5.100), promotion and tenure (Section 5.200), evaluation (Section 5.300), and sabbatical leave (Section 5.400); and
2. decision-making by appropriate academic authorities, whether faculty members or administrators, based on the aforementioned criteria.

This Agreement shall govern all other areas related to appointments and evaluation.

**Section B, One-Year, Fixed-term, Renewable Appointments.** Faculty with renewable appointments shall remain on one-year, fixed-term appointments until the faculty member has been awarded tenure or a three-year extendable appointment as noted in the Faculty Bylaws, Section 5.200. The term of the appointment may range from nine to twelve months. Non-renewal of fixed-term appointments is not a disciplinary personnel action and does not require the specification of cause.

### **Section C, Notice Requirements for Faculty on Fixed-Term, Renewable Appointments.**

1. Normally notice is delivered in person. When that is not possible, notice will be sent by first class mail and copied by email. Date of notice will be the date when the notice is delivered in person or, when mailed, five (5) university days after the postmark date on the letter of notice.
2. If any appointment of a full-time faculty member currently on renewable, fixed-term appointments is not renewed for reasons other than for cause or financial exigency, timely notice of nonrenewal shall be given as follows:
  - a. During the first year of service, notice will be given by March 1 for those whose appointments expire June 15. For other expiration dates, at least three (3) months' notice shall be given prior to expiration of the appointment.
  - b. During the second year of service, notice will be given by December 1 for those whose appointments expire on June 15. For other expiration dates, at least six (6) months' notice shall be given before expiration of the appointment.
  - c. During the third year of service, notice may be given during any academic term with the termination date being the final day of that term in the subsequent academic year.
  - d. During the fourth and subsequent years of service, notice will be given by June 1 for those whose appointments expire on June 15 that the following academic year contract will be nonrenewable. For other expiration dates, at least twelve (12) months' notice shall be given before expiration of the appointment.
3. Timely notice shall be given to part-time APSOU members on renewable, fixed term appointments just as to full-time faculty members cited above, except that the length of timely notice for part-time faculty members shall be calculated in terms of FTE years of service rather than calendar years.
4. Non-renewal of fixed-term appointments is not a disciplinary personnel action and does not require the specification of cause.

**Section D, Faculty Notice of Appointment.** Details shall accompany the faculty member's Notice of Appointment listing the individual adjustments, which result in the current appointment salary amount — including the previous salary base and those adjustments granted each faculty member from among the across-the-board adjustments, the permanent merit award, the equity adjustment, and the promotion adjustment. Notices of appointment for continuing faculty shall be made available to the faculty by December 1st of the year of appointment or within sixty (60) university days of conclusion of collective bargaining.

**Section E, Academic Freedom.** All faculty shall have guaranteed the rights of academic freedom as defined in OAR 580-22-005.

**Section F, Faculty Evaluation Records.**

1. Definitions

- a. Evaluation files are a subset of the faculty records that include annual evaluations, colleague evaluations, promotion reviews, tenure reviews, and other formal evaluations of faculty performance.
- b. The number of files relating to the evaluation of a faculty member shall be limited to three. One file of personnel records relating to evaluation of the faculty member shall be kept by each of the following: (1) President, Vice President for Academic Affairs and Provost, or designee, (2) the faculty member's Dean and/or (3) the faculty member's Department Chair or Program Director. Faculty records pertaining to matters other than evaluation shall not be limited to the three files designated above.
- c. All records containing personal information about faculty members shall be kept in secured files.
- d. The head of each academic or administrative unit maintaining faculty records shall be responsible for maintaining the confidentiality and security of all faculty records within that unit in accordance with the provisions of these regulations.

2. Right to Review Documents in the Evaluation File

- a. All documents in a faculty member's evaluation file shall be date stamped for the date on which the individual documents were placed into the file.
- b. Anytime something is placed into a faculty member's evaluation file, a copy of that document(s) shall be forwarded to that faculty member within seven (7) calendar days.
- c. A faculty member shall always have the right to review his/her evaluation file and to challenge any materials therein as provided for in this Agreement and also in OAR chapter 573, division 010. Once yearly, by memo attached to the faculty appointment, the Provost shall remind all faculty of their right to review and rebut any document contained therein.
- d. In addition to a faculty member's rebuttal to a document within his/her evaluation file, the faculty member may also consent to the input of other documents from other individuals who are knowledgeable of the particular situation. All additional documents shall be attached to the primary document in question.

3. Removal of Documents from the Evaluation File

- a. Disciplinary documents within the evaluation file shall be removed five (5) years from the date of their insertion into the file unless more recent documents in the file indicate continuance of the particular behavior pattern for which one has been disciplined.

- b. Should a faculty member desire that a document be removed prior to five (5) years, the following procedure shall be followed.
  - (1) The faculty member shall first petition in writing the appropriate supervisor (Dean, Director or Vice President).
  - (2) If that petition is denied, the faculty member may petition in writing the President to have the document removed from the file. The petition must include
    - (a) a copy of the document in question, including any other relevant documents which may also be in the file; and
    - (b) a rationale from the faculty member, including any supporting documents, as to why the document in question should be prematurely removed from the file.

The President shall render a written decision within twenty (20) university days. Should the President deny the petition, the decision must address the faculty member's rationale required above (see F3b(2)(b)).
- c. Petitions to remove documents from an evaluation file shall not be placed in that file.

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## Article 11. RETRENCHMENT

**Section A, "Programs."** In this Article, "program" shall refer to a specified curriculum that meets undergraduate or graduate degree requirements such as general education program, minor, certificate, major or other degree option (e.g. Honors, Accelerated Baccalaureate Program, concentration/option within a major or master's program, etc.); the Library shall also be considered a "program."

**Section B, Normal Ongoing Procedures.** Traditionally, the University has been required to adjust staffing and budgets for programs in response to changes in allocations, enrollment, curricula, educational programs, mission, and state and federal regulations. Normally, and historically, these staffing adjustments are accomplished by attrition, reassignment of faculty members within the University and non-renewal of fixed-term appointments. The provisions of this Article do not apply to this ongoing and necessary practice, or to the adjustments of departmental budgets for other than faculty compensation.

### Section C, General Provisions.

1. The President of the University may declare a condition of financial exigency or a condition requiring reduction and/or elimination of a program or faculty positions after fulfilling the requirements of OAR 580-021-0315 "Termination Not for Cause" and this Article.
2. A condition of financial exigency may be declared if the President finds that the current or projected budget of the University has insufficient funds to do all of the following:
  - a. Maintain all essential programs and services;
  - b. Finance the full compensation of all faculty on tenure or three-year extendable appointments until the end of the period of appointment;
  - c. Finance the full compensation of all faculty on fixed-term appointments until the end of the period of appointment;
  - d. Finance the full compensation of all other employees until the end of the period of appointment and any required notice of non-renewal.

3. A condition requiring reduction, reconfiguration, and/or elimination of a program may be declared if the President finds that a failure to reduce or reallocate budgets would result in an impairment of function to include the academic programs (which shall mean a reduction and/or elimination of faculty members by other than the practices outlined in Section B above).
4. Recognizing the requirements of OAR 580-021-0315 for prior consultation with the Chancellor and the Board, the parties agree that factual disputes regarding the existence of a condition of financial exigency or a condition requiring reduction and/or elimination of a program shall not be subject to the grievance or arbitration provisions of Article 17 (Grievance Procedure and Arbitration). An allegation that procedures set forth in this Article were not adhered to is a proper subject for grievance.

#### **Section D, Presidential Declaration.**

1. Before declaring a condition of financial exigency or a condition requiring reduction and/or elimination of a program, the President shall announce the need for a declaration and present an analysis of the financial condition of the University to the Association and such other persons, groups, or committees as the President deems appropriate.
2. The President will set a time by which comments and recommendations will be due to the President, which time will be at least fifteen (15) university days following the announcement of the budget analysis unless the President states circumstances compelling an earlier time. The President or a designee will, at Association request, meet with representatives of the Association to hear and discuss the Association's comments and recommendations.
3. At the conclusion of the comment period, the President may declare a state of financial exigency or a condition requiring reduction and/or elimination of a program.

#### **Section E, Development of the University Retrenchment Plan.**

1. Following the declaration, the President will set a time by which comments and recommendations regarding the possible content of the provisional plan will be due to the President, which time will be at least fifteen (15) university days. The President or a designee will, at Association request, meet with representatives of the Association to hear and discuss the Association's comments and recommendations.
2. At the conclusion of the comment period, the President will complete the development of a provisional plan which recognizes the centrality of the academic programs in relation to others and considers the following:
  - a. Institutional guidelines and mission;
  - b. University admission patterns, historical, current and projected;
  - c. Department Chairs' and Deans' evaluations of the curriculum staffing needs for the next biennium;
  - d. The number of sabbaticals, retirements and other personnel requests that require consideration for staffing;
  - e. The dependence of other programs within the University on the programs;
  - f. The ability of existing faculty to cover courses in other programs;
  - g. The possible reconfiguration of majors or programs of study;
  - h. Balance between academic programs and other services.

3. The provisional plan will list the proposed reductions, reconfigurations, and/or eliminations by division while not identifying the precise means of implementation.
4. The provisional plan will delineate time by which comments must be submitted, which time will be at least twenty (20) university days following the announcement of the first provisional plan, unless the President states circumstances compelling an earlier time. Opportunity will be provided for the Association and such other groups, as the President may deem appropriate to comment on the first provisional plan.
5. During the development of the University Retrenchment Plan, all affected programs will be required to recommend the specific means and/or alternatives by which the reductions and/or eliminations would be implemented. Recommendations will be reviewed by appropriate administrative staff as designated by the President.
6. Having received such comments as may be provided by the specified time and the recommendations of the programs, the University Retrenchment Plan will be finalized. The President will announce the Plan, which will include the reductions and/or eliminations within each program and the manner in which the reductions and/or eliminations will be implemented.
7. If the Plan includes the termination of faculty members, the order of termination within a program shall be as follows:
  - a. Fixed-term, non-renewable faculty;
  - b. Fixed-term, renewable faculty with temporary appointments;
  - c. Fixed-term, renewable faculty with ongoing appointments;
  - d. Faculty on indefinite tenure or extendable three-year appointments.

Temporary faculty, categories a or b above, will be terminated in inverse order of seniority as measured by FTE years of service at Southern Oregon University. Ongoing faculty, categories c or d above, will be terminated by seniority as measured first by rank and then in inverse order of years in rank. For the purposes of this article, rank shall be ordered from least to greatest seniority as follows: instructor, senior instructor, assistant professor, associate professor, and professor. An exception to the order of seniority is permissible when necessary to ensure that the qualifications of the remaining faculty meet the continuing requirements of the program and to maintain compliance with the Affirmative Action Plan of the University.

#### **Section F, Termination Procedures.**

1. When a faculty member has been identified for termination within the Plan, the University will take the following actions:
  - a. For a Condition Requiring Reduction and/or Elimination of a program or faculty positions:
    - (1) For faculty on fixed-term appointments, the University will provide the faculty member with notice according to Article 10.
    - (2) For faculty on indefinite tenure or three-year extendable appointments, the University will provide notice twelve (12) months prior to termination, will offer employment in any vacant instructional or non-instructional position for which the faculty member is deemed qualified by the University, may offer assistance in seeking employment outside the University, and will offer the faculty member furlough status (see "2.a" below) for two (2) calendar years from the date of termination.



b. For a Condition of Financial Exigency

Under a declaration of financial exigency, the requirement of notice prior to termination is waived for all categories of faculty. The University will provide maximum notice (up to that specified in “(1)” and “(2)” above) as is deemed possible by the President given the circumstances requiring the declaration.

2. Furlough Status.

- a. The President will offer furlough status to eligible faculty members in writing (see “1. (b)”). "Furlough Status" shall mean that the faculty member may be re-employed without a search as provided in “2. (d)” below. Should the faculty member not accept furlough status in writing within thirty (30) calendar days of the written offer, the University will have no further employment obligation.
- b. A faculty member on furlough will have the privileges of a faculty member on a personal leave without pay.
- c. The faculty member will be responsible for providing the Provost with current contact information throughout the period of the furlough.
- d. If the furloughed faculty member is deemed by the University to meet all the required qualifications of an open instructional position, then the furloughed faculty member will be offered re-employment without the conducting of a search unless two or more furloughed faculty members are deemed equally qualified. In that case, the furloughed faculty member with the most seniority, as defined in section E.7, will be offered re-employment.
- e. Should the faculty member not accept the appointment within fifteen (15) calendar days of the date of the written offer being mailed to the current address on file with the Provost, the University will have no further employment obligation to the faculty member.

**Section G.** The provisions of this Agreement shall not limit the manner or frequency with which the President may consult with persons or groups deemed appropriate nor the right to designate an individual to act for the President at any step in this procedure.

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## **Article 12. SALARY AND FRINGE BENEFITS**

### **Section A, Employees Retirement.**

1. For work performed on and after July 1, 1985, Southern Oregon University shall continue to pay on behalf of members then participating in the Public Employee Retirement System the statutorily required employee contribution under ORS 238.200, 238(A), and ORS 243.800, including the amount required under ORS 238.215 if other options have been elected. Such payments on behalf of members shall continue for the life of this agreement or until such earlier time as a member may cease to be a participating member of PERS/OPSRP or the ORP.
2. The full amount of the members’ required contributions paid by Southern Oregon University to PERS on behalf of members shall be considered as “salary” within the meaning of ORS 238.005(20) for the purpose of computing “final average salary” within the meaning of ORS 238.005(8), but shall not be considered “salary” for the purposes of determining the amount of required employee contributions.
3. Effective January 1, 2004, in lieu of paying the 6% employee contribution to PERS, Southern Oregon University will pay the 6% employee contribution for PERS members to the Individual Account Program (IAP) established under ORS 238A.300 and ORS 238A.305.

4. If for any reason the 6% payment by Southern Oregon University described above is declared invalid or is otherwise eliminated, then effective on the date of its invalidation or elimination, a corresponding general salary increase of 6% shall be paid to eligible bargaining unit members. In such case, members' 6% contributions shall be deducted for payment to the applicable IAP employee accounts and shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2).

### **Section B, Individual Salary Base.**

1. New faculty positions are advertised in a salary range based on the adjusted floor salary rates for the appropriate rank and discipline (see section H). Normally the range runs from the 1<sup>st</sup> to 4<sup>th</sup> year-in-rank (YIR). In unusual cases, faculty positions may be advertised with a higher range. New faculty may be appointed at a salary rate that exceeds the adjusted floor salary for their rank and YIR. This is a one-time addition to the base salary. Subsequent salary increases will be computed according to section H, items 2 and 3.
2. The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's preceding appointment amount.
3. If a faculty member is to receive more than one type of salary increase at the same time, they shall not be compounded, but each will be applied separately and additively to the faculty member's preceding appointment amount.
4. When a temporary increase in FTE for a part-time faculty member is the best response to a need, then those increases (up to 1.0 FTE) should be paid at the faculty member's current salary rate.
5. For all faculty members, overloads (temporary FTE increases in excess of 1.0) are normally compensated at the appropriate adjunct rate. These should be done sparingly due to the negative impact such overloads may have on a faculty member's scholarship, professional development, and service.
6. First Year Bargaining Unit Members. The salary of faculty members in their first year in the bargaining unit shall not fall below the appropriate adjusted floor salary during that year. If such a member's salary is below the adjusted floor salary, the salary shall be increased to the adjusted floor salary.
7. The University and the Association agree that if a person on a non-renewable appointment the previous year is rehired, that person's starting salary shall be set according to section H.

### **Section C, Health and Dental Insurance.**

1. The University will make a contribution sufficient to cover 100% of the premium costs for fully paid medical, dental, and basic life insurance benefits chosen by each eligible faculty member through the Public Employees Benefits Board (PEBB), for the remainder of the 2011 benefits plan year. Eligibility to extend such tiered coverage to family members, to include spouse and/or dependent children, is provided in accordance with the IRS code, and to domestic partners as defined per applicable PEBB affidavit.
2. For plan year January 1, 2012 through December 31, 2012, the University will make a contribution sufficient to cover ninety-five percent (95%) of the premium costs for fully paid medical, dental, and basic life insurance benefits chosen by each eligible faculty member through the Public Employees Benefits Board (PEBB). The employee will contribute five percent (5%) of the premium costs ("pre-tax").
3. For plan year January 1, 2013 through December 31, 2013, the University will make a contribution sufficient to cover ninety-five percent (95%) of the premium costs for fully paid medical, dental, and basic life insurance benefits chosen by each eligible faculty member. The employee will contribute five percent (5%) of the premium costs ("pre-tax").

4. Faculty on leave without pay shall be allowed to continue group insurance by self-paying the premium for the time permitted by PEBB rules.

**Section D, Employee Assistance Program.** The Employee Assistance Program provided by the University shall be continued for Association members. The University will provide a limited amount of assessment, counseling, and referral services to Association members at no cost during the period of this contract. These services will be no less than those available in the preceding contract. The University reserves the right to contract with another provider of these services upon termination of the present contract with Cascade Centers Inc., and/or modify services to respond better to employee needs.

**Section E, Terminal Degree Salary Adjustment.** A professorial faculty member who does not have a terminal degree at the beginning of an academic year but receives a terminal degree (as defined by the Southern Oregon University Faculty Constitution and By-Laws) during the academic year from a recognized higher education institution shall receive a base salary adjustment of \$2,000 no later than twenty (20) university days following the Provost's office's official notification of receipt of degree from the granting institution.

**Section F, Promotion.** A faculty member who receives a promotion in rank from Instructor to Senior Instructor, Assistant to Associate Professor or from Associate Professor to Professor shall during the appointment at the beginning of the next academic year, receive a five percent (5%) base salary adjustment or an amount necessary to bring the faculty member up to the floor salary for the new rank (see Section H), whichever is greater.

**Section G, Disciplinary Codes.** Each faculty member is assigned a four-digit disciplinary (CIP) code. The code represents the faculty member's academic assignment, not just his/her area of expertise. Normally, faculty members will be assigned the general disciplinary code associated with the faculty member's academic assignment. In some larger departments, faculty members' assignments are highly specialized (i.e. a significant majority of all upper and lower division instruction is focused on a single subdiscipline, possibly including specialized advising and service assignments). In these cases, a more specialized disciplinary code should be used. A complete list of available CIP codes may be downloaded from the Human Resources website ([www.sou.edu/hrs](http://www.sou.edu/hrs)) by clicking on the link to Collective Bargaining Agreements and downloading the PDF document labeled CIP Codes. Faculty members may obtain their individual CIP codes from their department chair.

If a faculty member believes his/her disciplinary code does not accurately represent the significant majority of his/her academic assignment, he/she may request the department chair and/or dean review it. If a satisfactory resolution cannot be achieved at the dean's level, the faculty member may grieve the disciplinary code assignment under the APSOU grievance procedure (see Article 17).

**Section H, Salary Calculation.** The adjusted floor salary calculation described below is for a nine-month, 1.0 FTE salary rate. It will be prorated for any reduction in FTE (e.g. 0.67 FTE), extended appointments (e.g. ten-month appointments), or other normal base salary adjustments, before comparing with the current salary plus any applicable across-the-board salary increase. A faculty member's base salary will be the higher of these two calculations.

For Chairs and Program Directors with 12-month appointments, see Article 13, section E. Furthermore, the minimum floor salary rate (and thus the adjusted floor salary rate) will be reduced by the fixed amount of \$2,000 for professorial faculty members who do not have a terminal degree (as defined by the Southern Oregon University Faculty Constitution and By-Laws). Detailed implementation of this compensation plan is contained in the Compensation Workbook (Excel).

1. The applicable across-the-board salary increase for January 1, 2012 is 1.5% and for June 1, 2013 will be 1.45%.
2. On January 1, 2012, faculty members will receive the highest of 101.5% of his/her current salary (i.e. salary plus across-the-board salary increase) or the appropriate adjusted floor salary (for his/her rank, current YIR, and disciplinary code as defined in this section, items 6, 7, and 8).

3. On June 1, 2013, faculty members will receive the highest of 101.45% of his/her current salary (i.e. salary plus across-the-board salary increase) or the appropriate adjusted floor salary (for his/her rank, current YIR, and disciplinary code as defined this section, items 6, 7, and 8).
4. Current salary will be recomputed on September 16, 2011, and September 16, 2012, to reflect the additional YIR earned as of that date.
5. A faculty member's minimum floor salary is listed in Table 12A (effective January 1, 2012) and in Table 12B (effective June 1, 2013) for his/her current rank and current YIR.
6. A faculty member's disciplinary adjustment is calculated by comparing the average SOU minimum floor salary for his/her rank and the average salary for his/her rank *and* discipline for public institutions as reported in the annual *National Faculty Salary Survey by Discipline and Rank in Four-year Colleges and Universities* conducted by the College and University Professional Association for Human Resources (CUPA-HR). (When a particular disciplinary code is unavailable for a rank and/or discipline, it will be estimated from the available data in the same source.)
7. The severity of the shortfall (difference between CUPA average and SOU average as a percentage of the CUPA average) determines the disciplinary adjustment applied to that particular rank and discipline as follows (see Table 12C for specific dollar amounts):
  - a. If the shortfall is less than 5%, there is no disciplinary adjustment.
  - b. If the shortfall is at least 5%, but less than 10%, the disciplinary adjustment is equal to 0.25% of the CUPA average for that rank and discipline.
  - c. If the shortfall is at least 10%, but less than 15%, the disciplinary adjustment is equal to 0.5% of the CUPA average for that rank and discipline.
  - d. If the shortfall is at least 15%, but less than 20%, the disciplinary adjustment is equal to 0.75% of the CUPA average for that rank and discipline.
  - e. If the shortfall is at least 20%, the disciplinary adjustment is equal to 1% of the CUPA average for that rank and discipline.
8. A faculty member's adjusted floor salary is the sum of his/her minimum floor salary and disciplinary adjustment.

Table 12A — 2012 Minimum Floor Salary Rates (effective January 1, 2012)

Professional Ranks				Professorial Ranks					
YIR	Instructor	YIR	Senior Instructor	YIR	Assistant	YIR	Associate	YIR	Full Prof
1	\$40,213	1	\$46,531	1	\$48,509	1	\$55,590	1	\$65,880
2	\$41,017	2	\$47,462	2	\$49,479	2	\$56,702	2	\$67,198
3	\$41,837	3	\$48,411	3	\$50,469	3	\$57,836	3	\$68,542
4	\$42,674	4	\$49,379	4	\$51,478	4	\$58,993	4	\$69,913
5	\$43,527	5	\$50,367	5	\$52,508	5	\$60,173	5	\$71,311
6	\$43,962	6	\$51,374	6	\$53,033	6	\$61,376	6	\$72,737
7	\$44,402	7	\$52,401	7	\$53,563	7	\$62,604	7	\$74,192
8+	\$44,846	8	\$53,449	8+	\$54,099	8	\$63,230	8	\$75,676
		9	\$54,518			9	\$63,862	9	\$77,190
		10	\$55,608			10	\$64,501	10	\$78,734
		11	\$56,164			11	\$65,146	11	\$79,521
		12	\$56,726			12+	\$65,797	12	\$80,316
		13	\$57,293					13	\$81,119
		14	\$57,866					14	\$81,930
		15	\$58,445					15	\$82,749
		16	\$59,029					16	\$83,576
		17	\$59,619					17	\$84,412
		18	\$60,215					18	\$85,256
		19	\$60,817					19	\$86,109
		20+	\$61,425					20+	\$86,970

Table 12B — 2013 Minimum Floor Salary Rates (effective June 1, 2013)

Professional Ranks				Professorial Ranks					
YIR	Instructor	YIR	Senior Instructor	YIR	Assistant	YIR	Associate	YIR	Full Prof
1	\$42,445	1	\$48,239	1	\$51,842	1	\$58,920	1	\$69,675
2	\$43,294	2	\$49,204	2	\$52,879	2	\$60,098	2	\$71,069
3	\$44,160	3	\$50,188	3	\$53,937	3	\$61,300	3	\$72,490
4	\$45,043	4	\$51,192	4	\$55,016	4	\$62,526	4	\$73,940
5	\$45,944	5	\$52,216	5	\$56,116	5	\$63,777	5	\$75,419
6	\$46,403	6	\$53,260	6	\$56,677	6	\$65,053	6	\$76,927
7	\$46,867	7	\$54,325	7	\$57,244	7	\$66,354	7	\$78,466
8+	\$47,336	8	\$55,412	8+	\$57,816	8	\$67,018	8	\$80,035
		9	\$56,520			9	\$67,688	9	\$81,636
		10	\$57,650			10	\$68,365	10	\$83,269
		11	\$58,227			11	\$69,049	11	\$84,102
		12	\$58,809			12+	\$69,739	12	\$84,943
		13	\$59,397					13	\$85,792
		14	\$59,991					14	\$86,650
		15	\$60,591					15	\$87,517
		16	\$61,197					16	\$88,392
		17	\$61,809					17	\$89,276
		18	\$62,427					18	\$90,169
		19	\$63,051					19	\$91,071
		20+	\$63,682					20+	\$91,982

Table 12C — Disciplinary Adjustments (effective January 1, 2012)

CIP	Professional	Assistant Professor	Associate Professor	Professor	CIP	Professional	Assistant Professor	Associate Professor	Professor
5.02	\$0	\$0	\$184	\$736	31.05	\$0	\$0	\$0	\$0
9.01	\$0	\$0	\$0	\$0	38.01	\$0	\$0	\$0	\$0
9.04	\$0	\$0	\$0	\$0	40.01	—	\$0	\$0	\$234
9.07	\$0	\$0	\$0	\$476	40.05	\$0	\$0	\$0	\$234
11.01	\$283	\$780	\$890	\$1,083	40.06	\$0	\$153	\$0	\$230
13.01	\$0	\$0	\$0	\$0	40.08	\$0	\$152	\$0	\$471
13.02	—	\$0	\$0	\$0	40.10	—	—	\$0	\$471
13.03	\$0	\$0	\$0	\$0	42.01	\$0	\$0	\$0	\$225
13.05	\$0	\$0	\$0	\$232	42.27	—	\$0	\$0	\$226
13.10	\$0	\$0	\$0	\$0	42.28	\$0	\$0	\$0	\$233
13.12	\$0	\$0	\$0	\$0	43.01	\$0	\$0	\$0	\$0
16.01	\$0	\$0	\$0	\$0	45.01	\$0	\$0	\$0	\$0
16.03	\$0	\$0	\$0	\$738	45.02	\$0	\$0	\$0	\$228
16.09	\$0	\$0	\$0	\$0	45.06	\$0	\$768	\$856	\$1,063
19.07	\$0	\$0	\$0	\$747	45.07	\$0	\$0	\$0	\$0
22.00	—	\$683	\$388	\$483	45.10	\$0	\$0	\$0	\$0
23.01	\$0	\$0	\$0	\$0	45.11	\$0	\$0	\$0	\$0
23.13	\$0	\$0	\$0	\$0	50.01	\$0	\$0	\$0	\$0
24.01	\$0	\$0	\$0	\$0	50.04	\$0	\$0	\$0	\$0
25.01	\$0	\$0	\$181	\$488	50.05	\$0	\$0	\$0	\$0
26.01	\$0	\$0	\$0	\$0	50.06	\$0	\$0	\$0	\$227
26.02	\$285	\$703	\$601	\$1,166	50.07	\$0	\$0	\$0	\$0
26.04	\$0	\$325	\$606	\$1,198	50.09	\$0	\$0	\$0	\$0
26.05	—	\$683	\$595	\$1,162	52.01	\$0	\$794	\$871	\$1,103
26.08	—	\$695	\$385	\$1,116	52.02	\$438	\$917	\$971	\$1,132
26.13	\$0	\$508	\$385	\$742	52.03	\$613	\$1,062	\$1,073	\$1,228
27.01	\$0	\$0	\$0	\$0	52.07	\$615	\$849	\$1,026	\$1,135
27.03	\$0	\$156	\$0	\$0	52.08	\$616	\$1,111	\$1,127	\$1,271
27.05	\$0	\$507	\$186	\$753	52.09	\$279	\$706	\$837	\$1,082
30.01	—	—	\$908	\$474	52.12	\$440	\$931	\$1,044	\$1,225
31.01	\$0	\$0	\$0	\$0	52.14	\$288	\$979	\$1,020	\$1,202
					54.01	\$0	\$0	\$0	\$0

Note: Blank entries in Table 12C are for adjustments not currently in use and will be calculated as needed.

**Section I, Family Medical Leaves.** The University will abide by State and Federal statutes concerning family/medical leave, providing job-protected leave to employees for certain family and medical reasons. In cases where leave qualifies both under State and Federal family medical leave, the University will designate leave under the law that is most advantageous to the employee. Use of leave will run concurrently and will count towards both entitlements.

During the leave of absence, the faculty member must use accrued paid sick leave and, at the faculty member's option, may retain a minimum balance of 40 hours of sick leave before taking unpaid leave. The University shall maintain benefits and access to the Employee Assistance Program (EAP) during the leave.

Upon termination of the leave, the faculty member shall be restored to the former position or an equivalent available and suitable position without loss of salary level, years in rank, retirement service credits, or any other benefit or

right that had been earned at the time the leave of absence commenced, but reduced by any paid leave the faculty member used during the leave of absence.

**Section J, Sabbatical Leaves.** Sabbatical leaves are a privilege extended by the University for the purpose of strengthening the academic programs of the University while also strengthening the professional preparation of the individual faculty member in scholarship, creative activity, and teaching. While OUS allows for either one-, two-, or three-term sabbaticals, the University believes that longer term sabbaticals better serve institutional needs; thus, the University encourages its faculty to take longer sabbaticals whenever possible. In exceptional circumstances, the institution may extend sabbatical privileges over two or three academic years to accommodate special departmental needs. In such an eventuality, the faculty member will be eligible for a sabbatical seven (7) years from the initial sabbatical year.

Details governing sabbatical leaves are found in the Oregon Administrative Rules (OARs) 580-021-0200 through 508-021-0245 and in the Faculty Bylaws, Section 5.400. Below is a summary of key points regarding eligibility, obligations, and compensation for a sabbatical leave.

1. Professorial faculty members with appointments of at least 0.5 FTE are eligible for a sabbatical leave after 6 years of service. Applications for sabbatical leave are submitted to the Provost for approval in the sixth or subsequent year of service. Both the Provost and the faculty member must agree to any substantive changes to an approved sabbatical plan.
2. The University has the right to delay a sabbatical leave for up to two years. In such instances, the delay counts as years of service toward the subsequent sabbatical.
3. Faculty members are obligated to return to the University for at least one year of service following a sabbatical. They must also submit a report of the accomplishments and benefits resulting from the leave.
4. Compensation is based on the duration of the sabbatical:
  - a. One academic year (three terms) at 60 percent salary.
  - b. Two-thirds of an academic year (two terms) at 75 percent salary (full salary for the term not on leave).
  - c. One-third of an academic year (one term) at 85 percent salary (full salary for the two terms not on leave).
5. Faculty at less than 1.0 FTE for one or more of the six years of service have their sabbatical salary prorated. See OAR 580-021-0205 (6)(a)) for details on proration.
6. Faculty members on sabbatical leave receive their salary adjustments on the same effective date as faculty not on sabbatical leave.
7. Faculty may supplement their sabbatical salaries to a reasonable degree, provided that each supplementation strictly conforms to the stated and approved purposes of the sabbatical leave.
8. PDA funds will be awarded during sabbatical leave and may be used for appropriate professional travel as approved by the faculty member's department chair (see Article 9, Section B). Additional travel funds may be sought under the same restrictions as any other faculty travel request from that funding source, but may face additional scrutiny by the funding authority to assure it is for appropriate professional activities and clearly in keeping with the approved sabbatical plan.

**Section K, Vacation Accrual.** Pursuant to the Board of Education administrative rule 580-021-0030 the following applies to vacation accrual: Eligible faculty members with a twelve-month, 1.0 FTE appointment accrue 15 hours of vacation per month; eligible faculty members on a twelve-month, .50 FTE or more appointment accrue vacation in

proportion to their FTE. No faculty member may accrue in excess of 260 hours. The maximum number of hours that can be paid upon termination is 180 hours.

**Section L, Staff Fee Privileges.** Pursuant to the Board of Higher Education administrative rules 580-022-0030 and 580-022-0031, staff fee privileges will continue to be extended to one family member as defined in the IRS code or to a domestic partner as defined per PEBB affidavit.

**Section M, Miscellaneous.** No provision of this contract shall be construed to prevent differential salary improvements (equity or merit pay) or to guarantee salary improvement to any member whose performance has been found to be deficient (less than satisfactory), as defined in the Faculty Bylaws.

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## **Article 13. SUMMER SESSION/FOURTH TERM**

**Section A, Selection and Appointments of Summer Session Faculty.** Appointments to the Summer Session will be based on a staffing plan for the Summer Session which will: 1) respond to student needs, 2) respond to University needs, 3) satisfy any special staff needs brought about by the course offerings, 4) promote satisfactory performance of faculty duties and 5) give preference for continuing faculty members in the bargaining unit employed during the academic year preceding the Summer Session, including those on leave; however, that provision shall not prevent a department from recommending the employment of a faculty member from outside the institution.

The University retains the right of appointment and assignment of load for faculty within the Summer Session, and no faculty member employed during the academic year is assured employment in the Summer Session. All appointments are at the discretion of the President of the University.

### **Section B, Summer Session Schedule and Appointment.**

**Regular Offerings.** Offerings in this category are determined by Departments, in consultation with the Dean, and compose the summer offerings that are regularly offered to meet the needs of SOU students.

Faculty who agree to teach and are scheduled for these classes on or after January 31 will be offered summer appointments for the assigned ELU. At the mutual agreement of the faculty member and the University, the agreement to teach may be dissolved without repercussions to the faculty member or the University at any time prior to the faculty member accepting the summer appointment. If the agreement is not dissolved and barring unforeseen circumstances, the faculty member is expected to accept the appointment.

Departments maintain the right to revise course offerings and individual teaching assignments in the summer, just as in any other term. Should these revisions result in insufficient regular courses being available, some faculty may be reassigned non-teaching duties (approximately 20-30 hours per ELU). The Chair and the Dean shall determine appropriate reassignments based on the faculty members' skills and abilities.

**Special Offerings.** Sponsored courses or special programs that are unique to Summer Session may be offered under this category. A faculty member or program may also propose experimental or supplemental offerings under this category. If approved by the Department and Dean, these special courses will be scheduled.

Because these courses are not part of the regular summer offerings, faculty who agree to teach and are scheduled for these courses are not guaranteed summer appointments. At the mutual agreement of the faculty member and the University, the agreement to teach may be dissolved without repercussions to the faculty member or the University at any time prior to the faculty member accepting the summer appointment. The summer appointment will be contingent upon the course not being cancelled and the faculty member should feel free to accept or reject the appointment.

Departments maintain the right to revise course offerings and individual teaching assignments in the summer, just as in any other term. Should these revisions impact a special summer offering, the instructor will be given as much advanced notice as possible.



**Section C, Fourth Term Duties.** Fourth term faculty are responsible for usual faculty duties, which include teaching, student advising (including regularly scheduled office hours), advising of new students at regularly scheduled sessions, and department, University or community service.

Each faculty member appointed to teach in the fourth term will be assigned duties by the Chair to meet departmental and University needs in proportion to their teaching assignment (ELU). The department plan should reasonably estimate each faculty member's service commitment and assure that the estimate is within the limits set forth in Table 13C. Furthermore, University service that is specific to summer activities, such as Raider Registration, and not a continuation of normal academic year activities should not exceed 50% of the total service assignment. Faculty members reassigned from teaching to other duties are also responsible for their share of the usual faculty duties.

Table 13C (Professorial and Professional Faculty Fourth Term Service Expectations)

Professorial		Professional	
ELU	Days	ELU	Days
2-3	1	1-2	1
4-6	2	3-4	2
7-8	3	5-6	3
9-11	4	7-8	4
12-13	5	9-10	5
		11-12	6

For example, an associate professor teaching 8 ELU should expect his/her total service duties assigned to be roughly equivalent to three (3) days of work even though those service commitments may be spread across more than three (3) calendar days.

**Section D, Fourth Term Salary.**

1. Fourth Term of Instruction:

A faculty member will be paid 2.33% of the base nine-month salary at the close of the preceding academic year per ELU for fourth term courses taught. When the University needs additional service beyond the limits specified in Section C, the Provost may issue a contract to a faculty member to meet those needs.

2. Replacement Term of Instruction:

Should the scheduling of a program's courses benefit from additional instruction in the fourth term and less during one of the other academic terms, at the mutual agreement of a faculty member and the department, and in consultation with the Dean, the faculty member may be appointed for *any* three of the four academic terms (fall, winter, spring, and summer) at the 9-month salary rate. In these instances, the faculty member's workload across all three terms should be determined in accordance with Article 19, Section A.

3. Fourth Term Study Abroad Courses

Faculty supervising students in study abroad courses (even when within the U.S.) shall be compensated at \$600 per ELU plus travel expenses.

4. Fourth Term ELU Bank Activity

Based on the mutual agreement of the department chair and the faculty member, and approval by the dean, a faculty member shall earn \$500 per ELU and receive credit in his/her ELU bank (see article 19, section A) for the associated ELU.

**Section E, Fourth Term Chairs' Duties and Compensation.** Chairs must be available during the summer months to manage department affairs; the number of office hours needed to fulfill this requirement will vary, but the Chair should remain in close contact with the Office Coordinator and Dean's Office throughout the summer. Faculty members who are designated Program Directors by the University and have summer responsibilities and expectations similar to department chairs will be compensated in the same manner as Chairs.

Summer compensation for Chairs and Program Directors is based on the estimated summer workload assigned that department or program.

1. For Chairs and Program Directors with nine-month appointments, summer compensation is computed as a percentage of the base nine-month salary at the close of the preceding academic year according to Table 13E.

Table 13E

Estimated Workload for June 16-Sept 15 Averaged across 9 weeks	Percentage of salary
1 half-day per week	2.3%
2 half-days per week	4.6%
3 half-days per week	6.9%
4 half-days per week	9.2%
5 half-days per week	11.5%
6 half-days per week	13.8%

In unusual cases, where the estimated workload exceeds the limits of this table, for each additional half-day per week required, the percentage of salary should increase by 2.3%.

The workload estimate is averaged across nine (9) weeks anticipating that Chairs and Program Directors may take up to four (4) weeks of leave, without loss of pay, during the summer (June 16-September 15). Chairs and Directors should schedule this leave when department and programmatic demands are lightest. However they may spread the work across more than nine (9) weeks when appropriate. When the department needs administrative support during the summer leave, the Chair or Director, in consultation with his/her supervisor, may negotiate a stipend (\$300-500) for a faculty member to serve as the Acting Chair or Director.

Department Chairs are expected to continue through the summer. When necessary, Department Chair duties may be transferred to another faculty member or another Department's Chair for the duration of the summer (a Summer Chair). The Department Chair and the Summer Chair must develop a plan that assures the smooth function of the department through the summer and adequate preparation for the fall, which must be approved by the Dean and Provost.

2. For Chairs and Program Directors with twelve-month appointments:

The appointment FTE is the weighted average of thirty-nine (39) weeks at the academic year FTE and nine (9) weeks at the summer FTE. For example, an appointment that is full-time for the academic year and half time for the summer would be equivalent to  $(39 \times 1.0 + 9 \times 0.5) / 48 \approx .91$  FTE.

The appointment salary is the nine-month, 1.0 FTE salary rate times  $\frac{48}{39}$ , prorated for the appointment FTE. Alternatively, it may be computed as follows:

- (1) Weekly Rate: nine-month, 1.0 FTE salary rate divided by 39 weeks.
- (2) Academic year portion: weekly rate times 39 weeks times academic year FTE.
- (3) Summer portion: weekly rate times 9 weeks times the summer FTE.
- (4) Add the results of steps (2) and (3) to obtain the twelve-month salary rate for the mixed FTE appointment.

Chairs and Program Directors with twelve-month appointments accrue vacation time at the same rate as other unclassified twelve-month employees, currently 15 hours per month. However, should the proration based on the appointment FTE result in less than the equivalent of the four weeks per year allotted to other chairs, then an annual adjustment shall be made to correct the shortfall.

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## **Article 14. RETIREMENT, TENURE AND THREE-YEAR EXTENDABLE APPOINTMENT RELINQUISHMENT**

**Section A, Eligibility.** A faculty member may apply to the Provost and Vice President for Academic Affairs through the Department Chair and Dean for relinquishment of tenure or three-year extendable appointment, provided that the faculty member is at least 55 years of age on the effective date of the relinquishment.

**Section B, Approval.** The University reserves the right to approve or disapprove agreements for tenure relinquishment.

### **Section C, Provisions.**

1. The faculty member relinquishes all claims to their current appointment on September 16 or January 1 as specified within the agreement (the effective date of the agreement) when said time is not more than three years prior to termination. (Note: annual salary, when used in retirement calculations, is normally based on the calendar year's earnings.)
2. Fixed-term Appointment
  - a. Relinquishing Three-year Extendable Appointment  
The faculty member is issued a fixed-term appointment at their current FTE for the remainder of his/her three-year appointment. At the faculty member's request, the termination date for the fixed term appointment may be earlier than the termination date of the three-year appointment.
  - b. Relinquishing Tenure  
The faculty member is issued a fixed-term appointment at their current FTE covering the period between the relinquishment of tenure and the date of termination. Said period may not exceed three years.
3. The faculty member retires at the close of the fixed-term appointment or earlier should s/he elect. Continuing employment beyond the date of termination requires a post-retirement appointment. (See section F.)
4. The agreement may provide for part-time service by mutual agreement with the University. Any retired faculty member may be employed part-time as herein delimited.

### **Section D, Definition of Appointments.**

1. Pre-retirement Service during the fixed term appointment. The faculty member may continue their current employment for not longer than three years following the effective date of the agreement.
2. Post-retirement Service. Following termination of the fixed-term appointment, the faculty member may be employed for a maximum of 1039 hours per calendar year (.33 FTE if employed only during the months of the academic year).

### **Section E, Salary Provisions.**

1. Appointment Relinquishment Incentive: a one-time, addition to the base salary equivalent to 6% of the faculty member's salary on the effective date of their appointment relinquishment, September 16 or January 1. For example, a faculty member relinquishing their appointment on September 16 will have 6% of their

preceding January 1 salary added to what they would have normally received on September 16 had they not relinquished their appointment. A faculty member relinquishing their appointment on January 1 will have 6% of their preceding September 16 salary added to what they would have normally received on January 1 had they not relinquished their appointment.

2. Subsequent Salary Adjustments: after having entered into an agreement for appointment relinquishment and for the duration of pre-retirement and post-retirement employment, the faculty member will continue to receive salary adjustments just as all other faculty, i.e. just as if s/he had not relinquished their appointment (see Article 12).
3. Part-time Service: if applicable, the salary for part-time service will be prorated for any reduction in FTE.
4. Retroactive Salary Adjustment: for a retiree's last post-retirement appointment, the January 1 salary adjustment will be awarded retroactively to September 16.

**Section F, Retirement Options at Southern Oregon University.** When a faculty member indicates s/he will retire within the next three years, s/he may choose either Retirement Option A or Retirement Option B.

The Chair, Dean, and Provost must approve any agreement for post-retirement teaching. The Budget Office will provide a cost summary for each agreement prior to its completion.

Option A

1. Salary upon relinquishment:  
A one-time, addition to the base salary equivalent to 6% of the faculty member's salary on the effective date of their appointment relinquishment. Faculty members continue to receive other bargained salary increases during this period.
2. Post-retirement teaching:  
Faculty members receive a post-retirement teaching appointment, not to exceed 3 years. In addition to salary (which continues to increase during this period), they may receive the full-cost of benefits, including health benefits.  
  
Should the needs of the institution require additional teaching, faculty members are compensated at the emeritus faculty rate.
3. Health benefits:  
Faculty members receive no health benefits except as a result of their post-retirement teaching.
4. Professional Development Account:  
Faculty members relinquishing their appointments on January 1 retain access to the PDA funds allocated to them for the remainder of that academic year.

Option B

1. Salary upon relinquishment:  
A one-time, addition to the base salary equivalent to 6% of the faculty member's salary one (1) year prior to the date of retirement. Faculty members continue to receive other bargained salary increases during the one-year relinquishment period.
2. Post-retirement teaching:  
Faculty members do not receive an appointment for post-retirement teaching.  
  
Should the needs of the institution require, faculty members may be appointed and compensated at the emeritus faculty rate.
3. Health benefits:  
Retirees receive health and dental benefits for up to seven (7) years, or until the employee reaches age 65. The benefit amount is fixed at the contribution plus subsidy amount for the faculty member and spouse tier effective at the close of the academic year in which the employee retires. If the cost of health insurance increases beyond this total, retirees will be expected to pay the difference. Accepting another full-time position and its benefits cancel the University's obligation to provide health benefits. If a retiree participating in Option B dies before the end of the effective period of the health benefits, his/her dependents will receive health benefits, as described above, until the effective period is completed.

Faculty may change from one option to the other at any time *prior to* their retirement. Faculty should be aware that there are potential payback issues and tax implications depending on the change they make. The liability for these changes resides with the faculty member.

**Section G, Security.** During a period of program reduction or fiscal exigency, the University agrees to provide faculty who have relinquished their appointment and are on a fixed-term appointment with the same protections as their prior ongoing appointment. The fact that they relinquished their appointment during the last three (3) years will not change their seniority, length of service, or any other protection guaranteed to their peers.

**Section H, Early Retirement Incentives.** The University or the Oregon University System may, at its discretion, announce an early retirement incentive program. Eligibility requirements and incentives must be clearly stated and open to faculty in all disciplines. Participation in the program shall be strictly voluntary.

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## **Article 15. ACADEMIC REGALIA**

The parties agree that departments, at the discretion of and with the agreement of the members, may reimburse members for the cost of rental of academic regalia used at the annual University commencement. Reimbursement will be made from the departmental services and supplies budget, as funds are available.

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## **Article 16. NON-DISCRIMINATION**

There shall be no discrimination on the part of either the University or the Association because of age, race, color, sexual orientation, disability, national origin, or political or religious belief of any employee. The Association supports the policy of Equal Employment Opportunity and Affirmative Action as expressed in Presidential Executive Order #11246, as amended by Presidential Executive Order #11375. The Association agrees to assist the University in the implementation of its Affirmative Action and Equal Employment Opportunity policies.

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## **Article 17. GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section A, Intent.**

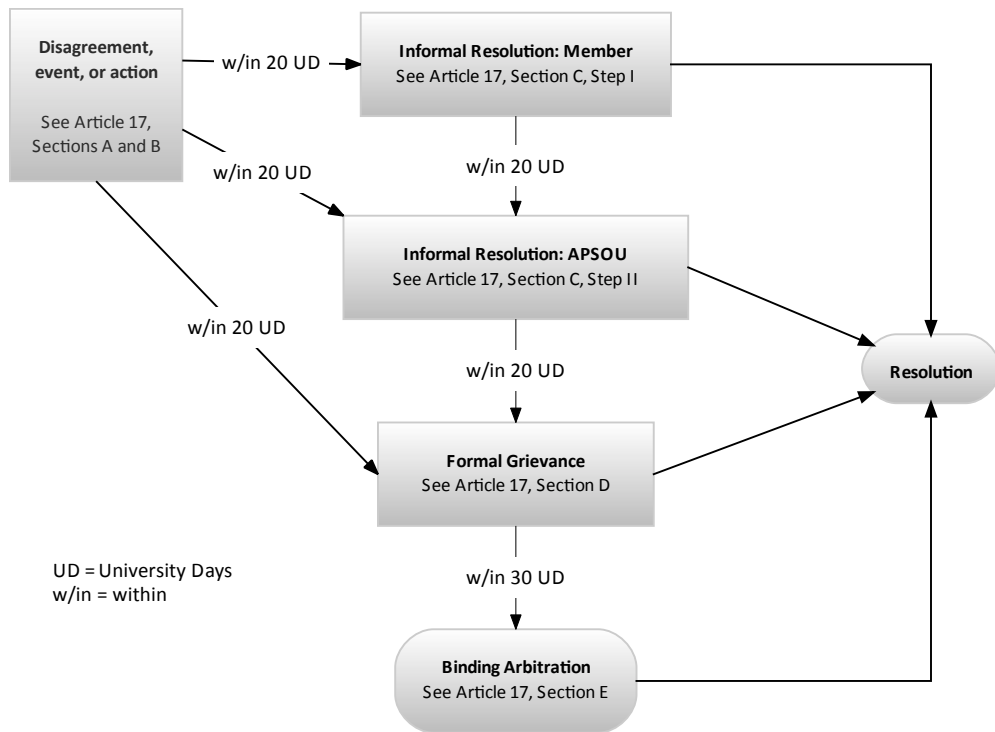
1. It is the objective of the University and the Association to encourage the fair and equitable resolution of grievances. Upon request, each party to a grievance shall promptly make available to the others all known relevant facts and information.
2. A grievance is an allegation that there has been a violation of an agreement. For the purposes of this Article, a “grievance” is an allegation that there has been a violation of the Collective Bargaining Agreement. Such grievances must be made in writing using the format in D.2 when presented formally.
  - a. The processes described in this Article are intended to be the sole method used for resolution of grievances alleging violations of this Agreement.
  - b. Allegations regarding violations of the Faculty Constitution or Bylaws must be pursued under the procedures outlined in the Faculty Bylaws, Sections 6.100-6.300.
  - c. Allegations of isolated or individual violations of academic freedom should be pursued under the procedures outlined in the Faculty Bylaws, Section 6.100. Allegations of repeated violations of academic freedom, especially when involving more than one individual, should be pursued under the grievance procedures outlined in this article.
  - d. For all meetings between parties, each party must give adequate notice to the other of all the people who will be attending the meeting.

e. The phrase “represented by the Association” means the presence of the Association President, or a designee.

3. If a member seeks resolution of a dispute or alleged violation of the CBA through any agency besides Southern Oregon University or the Association, then the member forfeits any right to pursue the matter as provided in this Article. If grievance proceedings are in progress, the University may dismiss the grievance with prejudice. In order for this provision to have effect, the member must be given written notice by the university of the potential forfeiture described in this article and be allowed 10 university days to withdraw the action with the outside agency, before forfeiture/dismissal will occur.

**Section B, Scope.** Grievances addressed by this Article must allege a violation of one or more specific articles or subsections of this Agreement and shall not include complaints relating to matters of academic judgment. For the purposes of arbitration, the term “grievance” shall not include complaints related to discrimination on the basis of religion, gender, sexual orientation, race, color, national origin, age, disability, or marital status, since those complaints should be filed with the appropriate University Affirmative Action Officer. Note: sexual harassment is defined as a form of unlawful discrimination.

Overview of APSOU Dispute Resolution Process



### **Section C, Informal Resolution Procedure.**

Members and the Association are encouraged to settle disagreements informally. A member or a group of members may present their concern(s) to the appropriate administrator or may be represented by the Association upon written request to the President of the Association. Any step(s) of the informal resolution process may be skipped. Furthermore, any settlement, withdrawal, or other disposition of a grievance through the informal presentation shall not be considered a binding precedent in the disposition of subsequent grievances.

#### **Step I. Procedure for Member Response.**

Members are encouraged to settle disagreements informally by scheduling a meeting with the appropriate administrator within twenty (20) university days following the date upon which the members had or could have been reasonably expected to have knowledge of the action, event, or commencement of the condition with which they disagree. If the faculty member prefers to have an APSOU approved representative present, the faculty member should contact an APSOU approved representative from the list posted on the APSOU web site (under Policies, with the URL of <http://www.sou.edu/apsou/policies.htm>).

#### **Step II. Procedure for Association Response.**

If members are unable to settle disagreements in Step I and want to pursue matters further, they shall inform the President of the Association and copy the Faculty Senate Chair within twenty (20) university days after the last member presentation or, if there is no member attempt, twenty (20) university days following the date upon which the members had or could have been reasonably expected to have knowledge of the action, event, or commencement of the condition with which they disagree.

The Association may present a formal grievance or continue to pursue the matter informally by scheduling a meeting with the appropriate administrator within twenty (20) university days following the date upon which the Association was notified.

### **Section D, Formal Grievance Procedure.**

1. Communications: Whenever written grievances, answers, decisions, or appeals are required as herein outlined, they shall be sent by email, and by certified mail or delivered to the following in person:
  - a. The President of the University (and copied to the Provost)
  - b. The President of the Association (and copied to the President-elect of the Association and the Faculty Senate Chair)
  - c. The Grievant
2. Filing a Formal Grievance: Formal grievances must be filed by the Association in the President's Office within twenty (20) university days after the last informal presentation or, if there is no informal presentation, within twenty (20) university days following the date upon which the members had or could have been reasonably expected to have knowledge of the action, event, or commencement of the condition that is the basis of the grievance. In no case may a formal presentation be initiated more than six (6) months following the date upon which the members had or could have been reasonably expected to have knowledge of the action, event, or commencement of the condition that is the basis of the grievance.

Formal grievances must be initiated by using the following format and be addressed to the individuals identified in D.1. Use of this form in no way precludes the submission of other relevant facts later during the grievance and arbitration process.

Grievance Form:

- (1) Name of employee(s) grieved:
- (2) Date(s) alleged grievance occurred:
- (3) Name(s) of administrator(s) involved in violation of Agreement on which grievance is based:
- (4) Article and Sections of Agreement which were violated (quote specific language):
- (5) Summary and explanation of grievance:
- (6) Summary of attempts at resolution, including with whom and when:
- (7) Witnesses:
- (8) Documents (identify and attach):
- (9) Remedy requested:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Signature(s) of grieved \_\_\_\_\_

Signature of Association \_\_\_\_\_

3. Formal Grievance Steps: Any step(s) of the formal grievance procedure may be waived by mutual consent of the parties. A written request from one party and a written confirmation by the other shall constitute mutual consent for such waivers.

Step I. Dean level. The Dean of the school or college will meet with the grievant and hear the grievance within twenty (20) university days of its presentation. The grievant is entitled to representation by the Association at this meeting. The Dean will render a decision in writing to the Association within ten (10) university days of the hearing. If there is no incumbent Dean of the school or college, the Association shall proceed to Step II below.

Step II. Provost level. If the Association is not satisfied with the decision at Step I, the Association may present the grievance in writing to the Provost within five (5) university days after receiving the decision from the Dean of the school or college. The Provost, or a designee not hearing the grievance at Step I, will meet with the grievant and hear the grievance within ten (10) university days of the receipt of the decision at Step I, or twenty (20) university days if Step I is waived. The grievant is entitled to representation by the Association at this meeting. The Provost will render a decision in writing to the Association within five (5) university days of the hearing.

Step III. President's level. If the Association is not satisfied with the decision at Step II, the Association may present the grievance in writing to the President of the University within five (5) university days after receiving the decision from the Provost. The President, or a designee not hearing the grievance at Steps I or II, will meet with the grievant and hear the grievance within ten (10) university days. The grievant is entitled to representation by the Association at this meeting. The President will render a decision in writing to the Association within ten (10) university days of the hearing.

4. General Provisions as to Grievances
  - a. Failure by the administration to communicate a decision on a grievance at any step short of arbitration within the stated time limits, including any extensions thereof, shall be deemed agreement to grant the remedy sought. Failure by the Association to proceed to the next step



within the stated time limits, including any extension thereof, shall be deemed an acceptance of the decision rendered at that step.

- b. Neither the University nor the Association shall take reprisals against any member for participating in a grievance procedure.

### **Section E, Arbitration.**

1. If the grievance is not resolved at the President's level, the Association may, within thirty (30) university days of the receipt of the written response from the President's office, request mediation (see E.2 below) or submit the issue to arbitration. Any demand for arbitration shall be in writing, shall specify the issue in detail, and shall be sent by certified mail to the President and the Employment Relations Board. The arbitrator shall be chosen pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association or from a list of five (5) arbitrators obtained from the Oregon Employment Relations Board.
2. The parties may mutually agree in writing to submit the issue to mediation through the Oregon Employment Relations Board. Agreement to do this must be made in writing by both parties within thirty (30) university days of the receipt by the Association of the decision at the President's level. During the period in which mediation is requested and occurring, the timeline for submission for arbitration is suspended. If mediation fails to resolve the issue, the Association may submit the issue for arbitration within thirty (30) university days of the last mediation session or written communication by the mediator, whichever comes last, using the process described in E.1 above.
3. The arbitration hearing shall be conducted pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.
4. The parties shall share the arbitrator's fees and other expenses, including the preparation of a transcript, equally. Expenses of witnesses, if any shall be borne by the party calling the witness.
5. Authority of the Arbitrator
  - a. The arbitrator shall neither add to, subtract from, nor modify the terms of this Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation of this Agreement and to whether procedural steps in matters of appointment, reappointment, and promotion have been followed. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted.
  - b. In cases involving the exercise of "academic judgment," the arbitrator shall not substitute personal judgment for that of the official making such judgment, but shall confine the determination to whether procedural steps have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall direct that the appropriate official in accordance with relevant procedural steps reconsider the matter.
  - c. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.
6. The arbitrator shall hold the hearing within fifteen (15) university days of acceptance of the selection or as soon thereafter as practicable, and shall issue a decision within thirty (30) university days of the hearing unless additional time is agreed to by both the parties.

7. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than forty (40) university days before the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.
8. The award of the arbitrator shall be final and binding upon "OSBHE," the Association and the Grievant(s) involved to the extent permitted by and in accordance with applicable law and the Article.

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## **Article 18. FACULTY-ADMINISTRATION RELATIONSHIPS**

**Section A, Designation of Rank.** Non-bargaining unit members will be given rank in an academic discipline, promotion in rank in an academic discipline or tenure in a department only upon the affirmative written recommendation of the department acting in accordance with established departmental criteria and procedure.

Nothing in this section shall be construed to change the current status of presently appointed administrative staff who are not members of the bargaining unit.

**Section B, Accompaniment Policy.** APSOU and the SOU administration have agreed to criteria that extend to Association members the opportunity to have an APSOU approved representative accompany them to meetings with administrative personnel. This service is intended to support faculty and resolve issues before they develop into serious conflicts.

1. **When This Service Is Appropriate.**

Faculty members may request an APSOU approved representative to accompany them to meetings with a supervisor or administrator. However, faculty members are encouraged to resolve an issue in a face-to-face meeting before calling in a third party. Either party may elect to adjourn and reschedule a meeting for any reason, including for the purpose of requesting an APSOU approved representative.

When the issue involves a tangible employment action (i.e. actions that result in a change in employment status or placement of document(s) in the individual's personnel file), the administrator involved shall notify the faculty member of his/her right to be accompanied by an APSOU approved representative. A minimum notice of three (3) university days will be given prior to the scheduled date of the meeting.

Formal grievance procedures are outlined in the Collective Bargaining Agreement and the Faculty Constitution and Bylaws.

2. **Protocol.**

- a. Attempt to resolve issues with an initial one-on-one meeting between the parties involved. If that is not satisfactory or if the faculty member prefers to have an APSOU approved representative present, the faculty member should contact an APSOU approved representative from the list posted on the APSOU web site (under Policies, with the URL of <http://www.sou.edu/apsou/policies.htm>).
- b. If additional faculty members or staff will be participating in such a meeting, a minimum notice of one university day should be given to all parties. The faculty member requesting accompaniment and the administrator calling the meeting are responsible for notifying all of the parties involved.
- c. The APSOU approved representative will not be representing APSOU, but rather will act as a support to the faculty member. The APSOU approved representative will function as a witness, a listener and a potential sounding board.
- d. Confidentiality is to be maintained.

- e. The faculty member and the APSOU approved representative should discuss the type of support the faculty member wishes to receive during the meeting.

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## Article 19. WORKING CONDITIONS

### Section A, Workload.

#### 1. General Duties

The primary responsibilities of all faculty members are: teaching, professional development, and service. Teaching encompasses normal instructional activities beyond the teaching of assigned courses such as academic advising, working with students outside of class, posting and maintaining appropriate office hours, course and curriculum planning, etc. Professional Development includes maintaining currency in the discipline taught. Service includes departmental and institutional administrative, committee, and student support and retention activities. (See Faculty Bylaws, Section 5.)

In addition, professorial faculty members are expected to participate in scholarly and creative activities, including formal research (whether in scholarship of discovery, scholarship of synthesis, scholarship of application, or scholarship of teaching), and in service beyond the campus, such as in professional organizations or other professionally related public service. (See Faculty Bylaws, Section 5.)

#### 2. Expectations

Faculty members on nine-month appointments have a 39-week appointment period. They are not hourly employees, but their assignments shall be structured in such a manner that it is reasonable for a competent individual to fulfill the minimum requirements needed for reappointment, promotion and tenure over the full 39-week appointment period. The nature of faculty work prevents one from evenly spreading out the time commitment across the year. Some weeks will entail more time than a standard workweek; some weeks will entail less. When classes are not in session, a faculty member must be able to take advantage of the reduced demands to focus on course preparation, professional development, and scholarship.

Supervisors of faculty members on split appointments or reassigned to administrative tasks shall work cooperatively in consultation with their Dean(s) or the Provost to assure the expectations for a faculty member are in keeping with a normal faculty workload.

#### 3. Course Assignment and Loading

- a. The typical course assignment for a full-time (1.0 FTE) professorial faculty member is 36 equated load units (ELU) per academic year or an average of 12 ELU per term; the typical course assignment for a full-time (1.0 FTE) professional faculty member is 44-45 ELU per academic year with a range of 12-16 ELU per term. The Chair and Dean, in consultation with department faculty, will determine the loading assigned to individual courses.
- b. This section contains guidelines for assigning appropriate ELU for faculty instructional effort. These guidelines cover typical course situations. However, these must be viewed as guidelines and not dictates due to the variety of instructional settings and pedagogical approaches requiring different levels of development, support, and maintenance. The Chair and Dean, in consultation with department faculty, will determine the ELU associated with each course. Deviations from the guidelines may be recommended by the Department Chair and approved by the appropriate Dean/Director based upon the type of instruction involved, as well as the needs of the program or institution.
- c. Normally ELU associated with a course will be as follows:
  - One ELU per contact hour of lecture, recitation, discussion, etc.
  - Two ELU per three contact hours of laboratory, studio, etc.

Examples: A course that contains three lectures (50 minutes each) and three hours of lab per week would be loaded at five ELU, three for the lectures and two for the laboratory section. Total loading for such a course with multiple lab sections would be three ELU for the lecture plus two ELU for each lab section.

d. Course Development:

When departmental or institutional needs require development of new courses or preparations, major redesigns of existing courses, or preparation for laboratory/studio or online/hybrid courses that justify an unusual amount of extra research and/or preparation, ELU (teaching release) may be assigned. Release for course development is not automatic, but shall be determined by the Department Chair in consultation with the Dean. Any ELU assigned shall be proportional to the anticipated additional effort required (the equivalent of 22 hours of effort per ELU, spread over the course of a term).

e. Capstones, practica, reading and conference courses, thesis and research courses, and other individualized courses:

Sections will be loaded at 1/6th of the normal ELU per student for up to six students, above which the course would be loaded at the normal ELU. For example, if a course is normally loaded at 3 ELU, then that section would be loaded 3 ELU for six or more students, 2 ELU for four students, and 1 ELU for two students. Fractional ELU are possible.

f. Low enrollment courses:

Courses are subject to cancellation when enrollments fall below 10. If it is necessary to offer a low enrolled course, sections with fewer than six students shall be loaded at 1/6th of the normal ELU per student. For example, if a course is normally loaded at 3 ELU, then a low enrolled section will be loaded at 3 ELU for six or more students, 2 ELU for four students, 1 ELU for two students, etc. Fractional ELU are possible.

g. High instructional demand courses:

Departmental or institutional needs may place an unusually high demand on instructional time. For example:

- Courses requiring significant student contact outside of class, such as weekly meetings to oversee individual or small group assignments, or mentoring graduate projects in 400/500 or 500-only courses.
- Courses requiring frequent critical review and/or feedback, such as writing-intensive courses.
- Courses requiring extensive preparation during the term, such as community-based learning courses that require ongoing coordination with multiple outside agencies.
- Large enrollment courses where the added enrollment significantly increases time spent on grading assessments and/or with students out of class.
- Courses with formats or delivery methods that require significant additional preparation or student contact throughout the term, such as highly individualized courses or some hybrid and online courses.

Assigning additional ELU for high demand courses is not automatic, but shall be determined by the Department Chair in consultation with the Dean. Any additional ELU awarded shall be proportional to the anticipated additional effort required (the equivalent of 22 hours of effort per ELU, spread over the course of a term).

h. Team-taught courses:

Involvement of more than one faculty member in instruction and evaluation can take two extremes (fully integrated versus fully modularized). To the extent that a course exhibits characteristics of

both a modularized and integrated format, they shall be loaded at an appropriate balance between the two extremes described below. Loading in all cases shall reflect effort.

- (1) Fully integrated: These courses require a high level of coordination among instructors and that all instructors must be present and involved in the majority of the class sessions (e.g. interdisciplinary courses). This method of instruction involves significant effort from all parties. Each faculty member may be awarded up to the normal ELU associated with the course for his/her participation in the delivery of that course.
- (2) Completely modularized: In these courses, each instructor teaches one or more segments or modules that are not necessarily connected to other modules. In this instance, loading would be directly related to time (e.g., one-third of a 3-credit course would be one ELU).

4. Other Assignments that may include the assigning of ELU

- a. Significant research, scholarship and/or creative/artistic activities may require more concentrated effort to complete than a faculty member's normal workload would allow, such as meeting a grant deadline, publication or other dissemination opportunity, dissertation deadline, etc.

Assigning additional ELU for scholarly activities is not automatic, but shall be determined by the Department Chair in consultation with the Dean. Any additional ELU awarded shall be proportional to the anticipated additional effort required (the equivalent of 22 hours of additional effort per ELU, spread over the course of a term).

- b. Significant service assignments may require more concentrated effort to complete than a faculty member's normal workload would allow, such as department chair, faculty program director, Faculty Senate Chair, University Planning Board Chair, etc.

Assigning additional ELU for service activities is not automatic, but shall be determined by the Department Chair in consultation with the Dean. Any additional ELU awarded shall be proportional to the anticipated additional effort required (the equivalent of 22 hours of additional effort per ELU, spread over the course of a term).

5. Overall

- a. The decisions as to what constitutes acceptable duties in calculating workload shall be made within the departments and divisions. A faculty member's Chair(s) and Dean(s), in consultation with the faculty member, will determine an individual faculty member's loading.
- b. Inherently, workload shall be based on an individual faculty member's assignment within the University; comparisons between departments shall be used judiciously.
- c. Equity across all programs, departments, and divisions in terms of what constitutes acceptable loading is not a realistic goal; however, parity is a realistic goal and should be strived for.
- d. Assignments that result in repeated overloads for the same faculty member during the academic year are strongly discouraged. Overloads are necessary in emergency situations, but the habitual practice impairs that faculty member's ability to carry out his/her duties and their potential for successful reappointment, promotion, and/or tenure.
- e. In many departments/programs it is challenging to load each faculty member at the typical ELU every year. Department Chairs shall develop and maintain a "banking system" that allows faculty members to balance overloads and underloads (primarily due to situations described in item 3.e-g.) from year to year.

(1) Overloads:

Overloads add to a faculty member's "bank balance." However, faculty may accumulate a maximum of six (6) ELU. Faculty members withdraw positive balances in the form of future course release. Release may not be taken at any time, but must be integrated into the department's planning and shall be accommodated in a timely manner. On rare occasions, the situation may necessitate monetarily compensating a faculty member for an overload. In this case, the associated ELU is not added to his/her balance.

(2) Underloads:

Underloads reduce a faculty member's "bank balance." When a faculty member accumulates negative four (-4) ELU, s/he must be scheduled for an additional course in the next academic year to reduce the deficit. Occasionally, university or departmental needs may result in assigning a faculty member administrative tasks commensurate with the load reduction. In this case, the associated ELU is not deducted from his/her balance.

**Section B, Working Environment.**

1. General

The University is committed to providing a safe and functional working environment that enables faculty to carry out their duties as described in section A.

2. Safety

The University will provide a place of employment that does not endanger the health or safety of any member of the faculty. Faculty members shall notify the appropriate supervisor of any safety or health hazards observed in the process of carrying out their duties. The University will investigate and take appropriate corrective action.

3. Office/Work Space

The University will provide adequately furnished and equipped office and work space to allow faculty to effectively carry out their duties. Whenever possible, full-time faculty with ongoing appointments should have private offices. When faculty must share offices, they should have individual desks and file space, but may have to share a single computer and phone.

4. Instructional Space

Classrooms and other instructional space should be adequately equipped and pedagogically appropriate to provide an effective instructional environment with minimal external distractions.

5. Research Space (including Lab and Studio Space)

Whenever possible, the University will provide facilities to support faculty research activities. When equipment needs exceed available funds, the University will assist the faculty in applying for grants and other forms of external support.

6. Training

The University will provide appropriate training to enable faculty to carry out their duties. Training will vary depending on the faculty member's assignment, but should include computer training, training on other technology used for instruction, or training to meet legal or mission-specific needs. Some training may be mandated.

7. Access

Faculty should have after-hours access to their office and primary work space(s). The Chair, in consultation with the faculty member, will determine the appropriate level of access and keys needed.

**Section C, Support Staff.**

1. Clerical Support

The University will give high priority to providing additional clerical positions in the teaching units. Within budget constraints, strong emphasis will be placed on upgrading those divisions that are determined to have inadequate clerical staffing.

2. Other Support Staff

The University will give priority to providing additional support positions in the teaching units. Where faculty are required to perform clerical/lab/computer work, or any other support work not traditionally deemed as teaching, the faculty member will be awarded appropriate release time or credit towards service to the University for the purposes of promotion.

3. Extended Absences

In the event that an academic department's support staff is absent for an extended period of time, thus adversely affecting the department's operations, the University will provide assistance during such absence. Requests for such help will be made by the Department Chair to the Dean and forwarded to the Provost with recommendation for action.

**Section D. Temporary Faculty.**

1. Roles, Appointment and Duration

a. Role: Temporary faculty members play an important role in providing (1) staffing flexibility within instructional units and (2) specialized expertise of working professionals.

b. Appointment Rank:

(1) Adjunct faculty members are awarded temporary appointments at professional and professorial ranks and hired on term-to-term or fixed term appointments based on the requirements of the position and the criteria in Faculty Bylaws 5.100.

(2) Lecturers are individuals who have limited formal academic preparation but whose professional achievements and experience are particularly valuable to the institution. Lecturers are only awarded temporary appointments, normally for 1-4 courses per year. FTE is computed based on the fraction of 15 ELU per term, for those hired on term-to-term appointments, and on 44-45 FTE per year, for those hired on fixed term appointments.

c. Appointment Types:

(1) Term-to-term appointments are one-term appointments used to hire instructors for specific courses to accommodate (1) enrollment fluctuations, (2) temporary replacements for faculty with ongoing appointments, or (3) temporary vacancies. ELU may vary from term-to-term, possibly as much as 0-16 ELU. Salary is normally paid on a per ELU basis.

(2) Fixed term appointments (normally one-year) are used when there is a clear expectation of a full or part-time position being needed during successive terms in an academic year.

ELU may fluctuate from term to term, but must total the correct amount for the faculty member's rank.

- d. After a position has been filled with temporary appointments for three (3) consecutive years, the position should be evaluated and a plan developed to either establish a renewable position and search for an appropriate candidate or discontinue the temporary position. Such a plan shall not exceed three (3) additional years.
- e. APSOU eligibility: Temporary faculty members may be eligible for inclusion in the bargaining unit (see Article 3, Sections B and C).

2. Recognition

The efforts of temporary faculty members should be recognized for their contributions to the University and their performance should be regularly evaluated. Temporary faculty members should be encouraged to participate actively in the life of whichever departments they are affiliated. In addition, to the degree practicable, temporary faculty members should be encouraged to participate in curricular decisions in those instructional areas where they have expertise.

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## Article 20. NOTICES AND COMMUNICATIONS

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

FOR THE ASSOCIATION:  
President  
Association of Professors  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520

FOR THE UNIVERSITY:  
President  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520  
and  
Chancellor  
Oregon University System  
Post Office Box 3175  
Eugene, Oregon 97403

FOR THE STUDENTS:  
President, ASSOU  
SU 321  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520

**Institution Information.** Upon written request to the Provost signed by the President of the Association, or a designee, the University will provide to the Association a copy of official published records, files, studies and other papers which are public records, but excluding working papers and other material exempted by state law or presently exempted by the Administrative Rules of the Oregon State Board of Higher Education. Copies will ordinarily be furnished without charge, but the University reserves the right to make charges reasonably calculated to recover its file search and reproduction costs.

The University will also provide to the Association, in advance of meetings of the State Board of Higher Education or its standing committees, agenda that contain any proposed changes to its Administrative Rules.

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## Article 21. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the Association and the University had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement between the parties for its duration. The parties further assert that all obligations and benefits contained in this contract are the result of voluntary agreement.

Therefore, the Association and the University, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively on any subject or matter



covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

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## **Article 22. SEPARABILITY**

Notwithstanding the provisions of ORS 243.702, Section 1, it is the expressed intent of the parties that in the event any court of competent jurisdiction or through government regulation or decree shall at any time declare any provision of this Agreement invalid, such decision shall not invalidate the entire Agreement. All other provisions not declared invalid or not incomparable therewith shall remain in full force and effect.

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## **Article 23. NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purposes of negotiating a successor Agreement, APSOU and the University will meet between April 1, 2013, and June 30, 2013, to begin negotiations of a Successor Agreement. APSOU will send written notice to the University within ten (10) university days after the meeting specifying those subjects, sections, or articles it proposes to open for negotiations. Ten (10) university days after the University receives APSOU's request, the University will send written notice to APSOU specifying those subjects, sections or articles it proposes for negotiations. Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall automatically become part of any Successor Agreement. Negotiations of the Successor Agreement shall begin no later than ten (10) university days after APSOU receives the University's notification, or such date thereafter as may be mutually agreed upon by the parties.

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## **Article 24. COPIES OF AGREEMENT**

Within twenty (20) university days of the signing of this Agreement, the University will send a copy of the Agreement to each member, send twenty-five (25) additional copies to the President of APSOU, send five (5) copies to the President of ASSOU, and provide a copy to each new member upon hiring. Both parties of the Agreement shall share the cost of the printing of the Agreement equally.

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## Article 25. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification by both parties to and including August 31, 2013.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

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Mary Cullinan, President

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Sherry Ettlich, Chief Negotiator, Professor of Mathematics

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James Klein, Chief Negotiator, Provost and Vice President for Academic Affairs

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John King, Associate Professor of Education

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Craig Morris, Vice President for Finance and Administration

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Hala Schepmann, Associate Professor of Chemistry

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Kemble Yates, Professor of Mathematics

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Linda Wilcox Young, Professor of Economics

The State of Oregon, Acting By and  
Through the State Board of Higher Education  
on behalf of Southern Oregon University

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Jay Kenton, Vice Chancellor, Finance & Administration

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Date

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Southern Oregon University**  
**and**  
**The Association of Professors, Southern Oregon University**

**August 31, 2011**

The University and the Association agree that some departments and programs may not be in full compliance with the existing loading policy. As a result, departments and programs shall have until September 16, 2012 to bring their loading practices into compliance with the loading policy as stated in Article 19, section A.

FOR THE UNIVERSITY:

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James Klein, Provost

FOR THE ASSOCIATION:

\_\_\_\_\_  
Sherry Ettlich, Chief Negotiator