

ELU BANKING RULES MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) shall settle the grievance dated July 20, 2015 except for the issue of what compensation faculty members should receive for “lost opportunities” as described below. Other than the “lost opportunity” exception, the rules below shall apply to creating, maintaining, and distributing ELU bank accounts during the period of AY2011-12 to the present date, or until the date of ratification of the 2015-17 Collective Bargaining Agreement. Once that 2015-2017 Collective Bargaining Agreement is ratified, the ELU banking rules herein shall apply prospectively.

- For all academic programs, ELU bank must include the 2011-12, 2012-13, 2013-14 and 2014-15 academic years, including summer session.
- For programs without banks prior to Fall 2011, the ELU bank balances start at 0. For programs with banks prior to Fall 2011, up to six ELUs of bank balances from previous years carry forward.
- No banks for faculty outside APSOU (e.g., 600 hour contracts).
- No “donations” (faculty cannot give banked ELU to another faculty member)
- Loading –
 - Fall 2011 through Winter 2014, use 1/6th loading for overloads and reduce loading if fewer than 6 students using 1/6th loading [because the 2013-15 CBA was not ratified until Winter 2014]
 - Spring 2014 to present, use 1/5th - 1/10th loading for overloads and reduce loading if fewer than 10 students using 1/10th loading. Loading for classes falling into the 1/5th - 1/10th is to be honored as agreed previously between the faculty member and the chair, director, or dean.
- Determine low enrolled courses (less than 10 students) by the number of students registered for the course at the end of the 4th week of the term during regular academic year and at the end of a summer session course.
- Under the terms of the 2011-2013 and 2013-2015 CBAs, faculty members may get paid out up to 6 ELU per academic year and carry over 6 ELU in their banks to the next academic year. However, the issue of compensation for “lost opportunity” to request time off for current faculty members as well as departing faculty members will be addressed after the University provides the calculations to faculty members and APSOU as described herein. “Lost opportunities” are defined as the ELUs above the maximum 12 ELU per year (the max of six held in the ELU bank, and the max of six eligible for pay out) during the years of AY2011-12 to present that faculty technically forfeit under the terms of the 2011-2013 and 2013-2015 CBAs but that may require an as of yet undetermined amount of compensation where (1) the faculty member requested and was not permitted to take release time; (2) the faculty member was not informed of the balance in the bank; and/or (3) an error was made in bank calculations.
 - Other than lost opportunities, the maximum cash pay-out from the banks prior to ratification of the 2015-17 CBA should be 6 ELUs per year at the rate of \$600/ELU for professorial track faculty and \$500/ELU for professional track faculty. Up to 6 ELU roll forward to the next year.

- At the time of separation, (other than lost opportunities) the maximum bank pay out for any departing faculty member is six ELUs for the faculty member's final year of employment.
- For any faculty working overload for classes where the approved adjunct rate is higher than the typical \$500/\$600 rates, that faculty member will simply be paid that higher rate at the time that they teach the overload and that time will not be eligible for banking.
- Except as otherwise provided in this MOU, Bank pay outs will only bring down a bank balance to 6 ELU except where a faculty member is moving out of APSOU.
- No additional loading for advising unless prior approval by Dean or Division Director was granted.
- For faculty moving out of APSOU and into an administrative position, pay bank down to 6 ELU; their banks will be reactivated when they return to the faculty or paid according to the separation clause.
- The university will provide all faculty members with updated banks, to be placed on division S drives, no later than December 1, 2015. To the extent reasonably possible, the banks must be detailed and account for all courses and release time used to create the faculty member's banks. Where the University determines that it is not reasonably possible to detail the banks, it must provide, within 30 days of the determination, an accounting of all efforts made and the hurdles that prevent it from being possible.
- Only after the issue of "lost opportunities" is resolved through settlement or a binding arbitration decision, faculty will be expected to talk with their directors in an attempt to informally resolve any perceived errors in calculations or failure to be granted payment and/or release time. The timeline as laid out on the 2013-2015 CBA for any grievance related to the banking calculations will apply as agreed by the parties or ordered by the arbitrator. Failure to contest the bank calculation within those time periods will result in acceptance of the December 1, 2015 calculation. Faculty are encouraged to discuss other concerns about the December 1 calculations with their directors prior to resolution of the lost opportunities issue.
- To the extent there are disagreements over the interpretation or application of this MOU, the question may be submitted for resolution according to the informal and formal grievance and arbitration procedures outlined in the 2013-2015 Collective Bargaining Agreement.

Southern Oregon University

By: 
 Dr. Susan Walsh, Provost

Date

10/23/15

Association of Professors, Southern Oregon University

By: 
 Dr. Vicki Purslow, APSOU President

Date

10/23/15