

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, 2009, through August 31, 2011

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Collective Bargaining Agreement

September 1, 2009, through August 31, 2011

Article 1. PREAMBLE

Section A. This Agreement entered into as of September 16, 2009, and in effect for the period September 1, 2009, through August 31, 2011, 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:

Article 2. DEFINITIONS

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

1. “Agreement” means all of the definitions, provisions and terms agreed to by the two parties, as set forth in this contract.
2. “OSBHE” and “Board” mean the Oregon State Board of Higher Education and its agents.
3. “OUS” means Oregon University System.
4. “University campus” means the campus of Southern Oregon University, located in Ashland, Oregon.
5. “Medford campus” means all sites, collectively or individually, located in Medford, Oregon, at which Southern Oregon University faculty instruct and/or advise students.
6. “SOU” or “University” means Southern Oregon University, an institution in the Oregon University System (OUS).

7. "ASSOU" means the Associated Students, Southern Oregon University.
8. "ERB" means the Employment Relations Board of the State of Oregon.
9. The "Association" and "APSOU" means the Association of Professors at Southern Oregon University.
10. "Unit" or "bargaining unit" means the employees, collectively, included in the bargaining unit as defined in Article 3 (Recognition).
11. "Member" means a public employee who is included in the bargaining unit, as defined in Article 3 (Recognition).
12. 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.
13. "Department" means an academic department or the Library within Southern Oregon University of the Oregon University System.
14. "Full-time" faculty members are appointed at 1.0 FTE; "part-time" faculty members are appointed at less than 1.0 FTE.
15. "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.
16. "ELU" means "equated load units" and is used in determining FTE. See Article 19 (Working Conditions), Section A, item 3, and the Southern Oregon University Policy on Loading, last updated July 2006.
17. "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.
18. "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, not to exceed three years. See Article 19 (Working Conditions), Section D.
19. "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.
20. "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.
21. "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.
22. "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.
23. "Calendar day" means a day as counted on a twelve-month, non-academic calendar.

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 & Sciences 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.

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.

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.

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.

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.

Article 8. DEPARTMENTAL CHAIRPERSONS: DUTIES

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. Departments 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

Faculty FTE	Administrative Release
Less than 8	$\frac{3}{9}$ or .33 FTE
At least 8, but less than 14	$\frac{5}{9}$ or .56 FTE
At least 14, but less than 20	$\frac{7}{9}$ or .78 FTE
At least 20	$\frac{9}{9}$ or 1.0 FTE

The necessary workload in some departments may require a slightly higher level of administrative release. In such cases, the Provost will establish a procedure whereby the Chair, in consultation with the Dean, may propose an alternative arrangement for release. Upon approval of the Provost, the University may institute a temporary or ongoing increase in the administrative release for that department.

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. Due to the emphasis on curricular reform in both general education and the major, the University has an interest in focusing a certain portion of faculty development activities toward pedagogy and curriculum. The University and the Association support the principle of continuing professional development of faculty and the improvement of instruction. Funding requests may be first forwarded to the Department Chair, then to the Dean and finally to the Provost. A report of expenditures as provided for in this Article and all sections thereof, that details how money was distributed to individuals or academic divisions should be provided to the Association President by July 31 of each year.

Section A, Professional Development. The University will allocate \$42,000 for 2009-2010 and \$42,000 for 2010-2011 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 evaluating 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 a funding recommendation to the Provost.

Section B, Personal Professional Development Account. Personal Professional Development Accounts are provided to enable faculty members to meet the expectation for reappointment, promotion and/or tenure. Approval for use of these funds is contingent upon the member demonstrating to the Chair how the proposed use supports activities described in the member's approved Faculty Professional Activity Plan. Examples of possible uses for these funds are: professional travel, the purchase of equipment, software, instructional materials, use of consultants, release time for professional development and/or scholarly activity, professional society dues, books, journal subscriptions, and comparable activities that support teaching, course and curriculum development, academic advising, scholarship, services to the university, and service to the community.

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, 2009, each academic department will be allocated funds to be held in a separate department account that provide \$750 per full-time professional faculty member with an ongoing appointment and \$1250 per full-time professorial faculty member with an ongoing appointment as a Personal Professional Development Account (PPDA). 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.

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Durable goods purchased with these funds shall be the property of Southern Oregon University. Each PPDA recipient shall write a report detailing the expenditures from this account and attach it to their Professional Activities Report. The monies in this account may 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.

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. 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 in writing as follows:
 - a. during the first fixed term appointment, by March 15 for those whose appointments expire June 15, or at least three (3) months' notice given prior to expiration of the appointment;
 - b. during the second year of service, by December 15 for those whose appointments expire on June 15, or at least six (6) months given before expiration of the appointment; and
 - c. in third and subsequent years, at least twelve (12) months' notice that may be given at any time.
2. 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.
3. 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. Memoranda shall accompany the faculty members' 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 sent 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 personal 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.

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.

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 1st to 4th year-in-rank (YIR). In unusual cases, faculty positions may be advertised with a higher range.
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 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 2009 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, 2010 through December 31, 2010, Southern Oregon University will increase its monthly contributions by up to 5% of the actual monthly composite resulting for plan year 2009. For plan year January 1, 2011 through December 31, 2011, Southern Oregon University will increase its monthly contributions by up to 5% of the actual monthly composite resulting for plan year 2010.
3. Should rates for either plan year 2010 or 2011 exceed the University contribution, the parties shall jointly petition the Public Employees Benefit Board to use reserve funding to support any premium increase above five percent (5%) during the 2010 and the 2011 plan years.
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) by clicking on the link to Collective Bargaining Agreements and downloading the PDF document labeled CIP Codes. Faculty members may obtain his/her individual CIP code from his/her 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 cost-of-living adjustment (COLA). For Chairs and Program Directors with 12-month appointments, see Article 13, section F. Furthermore, the base 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 the compensation plan is contained in the Compensation Workbook (Excel).

1. The applicable annual COLA for September 1, 2009, through August 31, 2011, is 0%.
2. Current salary will be recomputed on September 16, 2009, and September 16, 2010, to reflect the additional YIR earned as of that date.
3. A faculty member's base floor salary is listed in Table 12A (effective January 1, 2009) for his/her current rank and current year-in-rank (YIR). Note: due to a 0% COLA, the salary tables will not change during this biennium.
4. A faculty member's disciplinary adjustment is calculated by comparing the average SOU base floor salary for his/her rank and the average salary for his/her rank *and* discipline for public institutions in SOU's Carnegie class, 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.)

5. 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 Tables 12B 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.
6. A faculty member's adjusted floor salary is the sum of his/her base floor salary and disciplinary adjustment.

Table 12A (effective September 16, 2009)

YIR Instructor		YIR Senior Instructor		YIR Assistant Professor		YIR Associate Professor		YIR Professor	
1	\$39,042	1	\$45,176	1	\$46,643	1	\$53,971	1	\$63,961
2	\$39,823	2	\$46,080	2	\$47,576	2	\$55,050	2	\$65,240
3	\$40,619	3	\$47,002	3	\$48,528	3	\$56,151	3	\$66,545
4	\$41,431	4	\$47,942	4	\$49,499	4	\$57,274	4	\$67,876
5	\$42,260	5	\$48,901	5	\$50,489	5	\$58,419	5	\$69,234
6	\$42,683	6	\$49,879	6	\$50,994	6	\$59,587	6	\$70,619
7	\$43,110	7	\$50,877	7	\$51,504	7	\$60,779	7	\$72,031
8	\$43,541	8	\$51,895	8	\$52,019	8	\$61,387	8	\$73,472
		9	\$52,933			9	\$62,001	9	\$74,941
		10	\$53,992			10	\$62,621	10	\$76,440
		11	\$54,532			11	\$63,247	11	\$77,204
		12	\$55,077			12	\$63,879	12	\$77,976
		13	\$55,628					13	\$78,756
		14	\$56,184					14	\$79,544
		15	\$56,746					15	\$80,339
		16	\$57,313					16	\$81,142
		17	\$57,886					17	\$81,953
		18	\$58,465					18	\$82,773
		19	\$59,050					19	\$83,601
		20	\$59,641					20	\$84,437

Table 12B (effective September 16, 2009)

CIP	Professional	Assistant Professor	Associate Professor	Professor	CIP	Professional	Assistant Professor	Associate Professor	Professor
5.02	0	0	0	0	31.05	0	0	0	0
9.01	0	0	0	0	31.99	0	—	—	—
9.04	0	0	0	0	38.01	0	0	0	0
9.07	0	0	0	0	40.05	0	0	0	0
11.01	0	\$738	\$836	\$480	40.06	0	0	0	0
13.01	0	0	0	0	40.08	0	0	0	0
13.02	—	—	0	0	42.01	0	0	0	0
13.03	0	0	0	0	42.06	—	0	0	0
13.05	0	0	0	0	42.08	—	0	0	0
13.10	0	0	0	0	42.09	—	—	—	0
13.12	0	0	0	0	42.11	—	0	0	—
14.31	—	—	\$603	\$736	42.16	—	—	—	—
16.01	0	0	0	0	43.01	0	0	0	0
16.03	0	—	—	—	44.00	0	—	0	—
16.05	—	—	—	—	45.01	—	0	0	0
16.09	0	0	0	0	45.02	0	0	0	0
22.00	—	—	—	0	45.06	0	\$502	\$378	\$230
23.01	0	0	0	0	45.07	0	0	0	0
23.04	0	0	0	0	45.10	0	0	0	0
23.05	—	0	0	0	45.11	0	0	0	0
23.08	—	—	—	0	50.04	—	0	0	0
23.10	0	0	0	0	50.05	0	0	0	0
23.11	0	—	—	—	50.06	—	0	0	0
24.01	0	0	0	0	50.07	0	0	0	0
25.99	0	0	0	0	50.09	0	0	0	0
26.01	0	0	0	0	50.99	—	—	—	0
26.02	—	0	—	—	52.01	\$128	\$783	\$390	\$480
26.03	—	0	0	0	52.02	\$130	\$814	\$867	\$745
26.04	0	0	0	0	52.03	\$270	\$899	\$939	\$1055
26.05	—	0	0	0	52.07	\$130	—	—	—
26.07	—	0	0	0	52.08	\$270	\$926	\$949	\$1054
26.08	—	—	—	—	52.09	—	\$319	\$380	—
26.13	—	0	0	0	52.12	0	\$851	\$923	\$1025
27.01	0	0	0	0	52.14	\$129	\$839	\$892	\$1026
27.05	—	0	0	0	52.99	\$130	—	—	—
30.01	—	—	0	—	54.01	0	0	0	0
30.20	—	—	—	—					

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. PPDA 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 less than satisfactory.

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, Summer Duties. Summer Session 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 Summer Session 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.

Table 13C (Professorial and Professional Faculty Summer 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.

The department plan will be forwarded to the Dean and Provost for approval. Faculty members reassigned from teaching to other duties are also responsible for their share of the usual faculty duties. The Chair will evaluate the effectiveness of the department plan and offerings. The evaluation will be forwarded to the Dean and Provost prior to proposing offerings for the following summer.

Section D, Summer 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 summer 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 summer 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.

Section E, Summer Session 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 13F.

Table 13F

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%

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 Chairs and Program Directors may take up to four (4) weeks of leave, without loss of pay, during the summer (June 16-September 15). They should schedule this leave when department and programmatic demands are lightest and they may spread the work across more than nine (9) weeks when appropriate.

Department Chairs are expected to continue through the summer. When necessary, Department Chair duties may be transferred to another faculty member or Department 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.

Article 14. TENURE RELINQUISHMENT AND EARLY RETIREMENT

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

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 tenure 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. 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 he/she 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 Under an Agreement for Tenure Relinquishment. The tenured faculty member may continue their current employment for not longer than three years following the effective date of the agreement.
2. Post-retirement Service Under an Agreement for Tenure Relinquishment. Following termination under tenure relinquishment, 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. Tenure Relinquishment Incentive: a one-time, permanent addition to the base salary equivalent to 6% of the faculty member's salary on the effective date of their tenure relinquishment, September 16 or January 1. For example, a faculty member relinquishing tenure 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 tenure. A faculty member relinquishing tenure 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 tenure.
2. Subsequent Salary Adjustments: after having entered into an agreement for tenure 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 he/she had not relinquished tenure (see Article 12).
3. Part-time Service: the salary for part-time service will be prorated for any reduction in FTE just as prior to tenure relinquishment.
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 he/she is considering retirement, they may choose either Retirement Option A or Retirement Option B.

Option A

1. Salary tenure relinquishment:
Traditional tenure relinquishment in collective bargaining involves a 6% increase to base salary for up to three (3) years prior to retirement. Faculty continue to receive other bargained salary increases during this period.
2. Post-retirement teaching:
Current practice is for faculty to receive 0-3 years of post-retirement teaching. In addition to salary (which continues to increase during this period), they often receive the full-cost of benefits, including health benefits, if granted a post-retirement appointment.
3. Health benefits:
Currently faculty receive no health benefits except as a result of their post-retirement teaching.

Option B

1. Salary tenure relinquishment:
Faculty receive a 6% increase to their base salary for one (1) year prior to the date of retirement. Faculty continue to receive other bargained salary increases during the one-year relinquishment period.
2. Post-retirement teaching:
The faculty do not receive an appointment for post-retirement teaching, but may be hired at an emeritus faculty rate if department needs require. The emeritus faculty rate will normally be in excess of base adjunct rate as determined by the Academic Planning Council. There are no benefits as a result of teaching. This is a conditional option at the discretion of the dean and the chair.
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.

The total amount of post-retirement benefits will be calculated at the time of retirement and these funds encumbered in the SOU budget before other budget items. The amount of post-retirement benefits may limit the timing or the percentage FTE that a department will have available for replacement.

The Chair, Dean, and Provost must approve the agreement for either Option A or Option B. The Office of Budget and Planning will provide a cost summary for each agreement prior to its completion.

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 tenure and are on a fixed-term appointment with the same protections as tenured faculty. The fact that they relinquished tenure during the last three (3) years will not change their seniority, length of service, or any other protection guaranteed to tenured faculty.

Section H, Early Retirement Incentives. The University may, at its initiative, announce an early retirement incentive program. Any tenured faculty member may apply to the Provost through the Department Chair and School

Dean for early retirement. Eligibility requirements will be clearly stated. The University may put together a program, which has the following features:

1. All eligible faculty who wish to will be granted early retirement.
2. A range for the total financial value of the plan will be stated. The minimum and maximum of the range shall be expressed in terms of percentages of eligible faculty member's nine-month salary rate, and the maximum range shall be one-half of a nine-month salary.
3. The specific components of an individual plan will be as negotiated by the University and an individual, and may include (but are not limited to) cash, deferred cash, extended health benefits, extended post-retirement teaching, sunset sabbaticals, and summer employment.

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.

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.

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 C.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 7.300-7.500.
 - c. Allegations of isolated or individual violations of academic freedom should be pursued under the procedures outlined in the Faculty Bylaws, Section 7.3. 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. However, if a member seeks resolution of a dispute/grievance through any agency other than those outlined in item 2 above prior to seeking resolution of the dispute/grievance through presenting a grievance under the appropriate venue identified in item 2 or while grievance proceedings are in progress, the University shall have no obligation to entertain nor proceed further with the matter pursuant to the provisions of this Article.

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.

Section C, Presentation of Grievance.

1. Informal Presentation.
 - a. Members are encouraged to attempt to settle grievances informally by scheduling a meeting with his or her administrator within the time frame described in 1.b. below. A member or a group of members may present a grievance personally or may be represented by the Association upon written request to said Association.
 - b. If members are unable to settle the grievance during this informal presentation and want to pursue the grievance further they shall inform the Association and copy the Faculty Senate Chair. The Association may present a grievance and shall be entitled to representation at all informal presentations. The first such presentation must be made 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.
 - c. 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.
2. Formal Grievance Procedure
 - a. 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 submitting relevant facts to the President on the grievance form as set forth below. 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 grievied _____

Signature of Association _____

b. 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.

3. 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 D, Communication. Whenever written grievances, answers, decisions, or appeals are required as herein outlined, they shall be sent by certified mail or delivered to the following in person:

1. The President of the University
2. The President of the Association

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.

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 member 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.

Every effort should be made to resolve an issue before calling in a third party. Initial meetings between a faculty member and administrator should be one-on-one. Many times issues can be resolved when only fact-finding needs to take place or a misunderstanding needs to be clarified. If the initial meeting is not going well, however, either party should feel free to cancel and reschedule with additional witnesses. APSOU accompaniment may be utilized only for informal meetings that occur prior to a grievance. 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, the faculty member should contact an APSOU escort from the list posted on the APSOU web site (under Policies, with the URL of <http://www.sou.edu/apsou/policies.htm>).
- b. If an APSOU member will accompany the faculty member, a minimum notice of one day should be given. The faculty member requesting accompaniment is responsible for notifying all of the parties involved.
- c. The APSOU member will not be representing APSOU, but rather will act as a support to the faculty member. The APSOU member will function as a witness, a listener and a potential sounding board.
- d. Confidentiality is to be maintained. The Provost will provide procedures to the APSOU faculty participating in the accompaniment program.
- e. The faculty member and the APSOU member should discuss the situation prior to the meeting, especially concerning the type of support the faculty member wishes to receive. The APSOU member may be able to make suggestions that help resolve the issues involved.

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 should 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 should 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

The typical course assignment for a 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 professional faculty member is 44-45 equivalent load units (ELU) per academic year with a range of 12-16 ELU per term.

- a. The Chair and Dean, in consultation with department faculty, will determine the loading assigned to individual courses.
- b. The Southern Oregon University Policy on Loading provides general guidelines for faculty loading. 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 individual courses' loading.

4. Special Assignments

- a. Occasionally, there are special assignments that require extraordinary effort to complete and whose addition to a faculty member's normal workload would far exceed expectations. When the University determines such a special assignment is necessary to meet departmental or institutional goals, a faculty member may receive additional compensation or be awarded teaching release (measured in ELU) to complete that assignment.

- b. Special 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.

5. Overall

- a. The decisions as to what constitutes acceptable duties in calculating workload should 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 should be based on an individual faculty member's assignment within the University; comparisons between departments should 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.

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) Renewable and non-renewable 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. Renewable one-year appointments may be used when there is evidence of an ongoing need beyond the current year, but not for more than three consecutive years. 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) years, the position should be evaluated and either searched for an ongoing appointment or discontinued.
- 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.

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.

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.

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.

Article 23. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purposes of negotiating a successor Agreement, APSOU and the University will meet between April 1, 2011, and June 30, 2011, 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.

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.

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, 2011.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

Mary Cullinan, President

Sherry Ettlich, Chief Negotiator, Professor of Mathematics

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

Curt Bacon, Professor of Business

Craig Morris, Vice President for Finance and Administration

Susan Walsh, Professor of Communication

Linda Wilcox Young, Professor of Economics

Kemble Yates, Professor of Mathematics

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

Jay Kenton, Vice Chancellor, Finance & Administration

Rick Hampton, Director, Labor & Employee Relations

Date

Memorandum of Understanding
between
Southern Oregon University
and
The Association of Professors, Southern Oregon University

September 16, 2009

Section A. Purpose and Scope.

The University and the Association agree that the University payroll must be temporarily reduced by approximately 4.6% in order to address the drastic budget reductions required in the 2009-11 biennium resulting from the national fiscal crisis. Furthermore, to maintain student accessibility, both parties agree that furloughing faculty is far preferable to layoffs. Therefore, it is agreed that the University may implement up to 11 faculty furlough days in each academic year, 2009-10 and 2010-11.

Under this furlough plan, no faculty member's salary shall be reduced more than 4.6% below their salary rate at the end of 2008-09. The portion of any faculty member's salary that is paid by funds other than tuition, fees, and SOU's state allocation (e.g. external grants) shall not be impacted by the reductions outlined in this memorandum of understanding. See compensation workbook for calculation to meet this maximum.

Under no circumstance does this Memorandum of Understanding authorize the University to extend faculty furloughs beyond the 2010-11 academic year. Should the fiscal crisis persist and an extension be necessary prior to the University and the Association entering into the 2011-13 Collective Bargaining Agreement, a subsequent and distinct Memorandum of Understanding between the University and the Association must be agreed upon that establishes and outlines the terms for any such extension.

Section B. Furlough Plan.

The University and the Association shall agree upon the faculty furlough plans for each academic year. Any plan must assure faculty workload is reduced proportionately to the number of furlough days. No plan shall reduce the instructional days in any academic term below 45. Due to labor law restrictions regarding furloughs for exempt employees, partial week furloughs should be avoided.

In either academic year where 11 furlough days are implemented, the following plan shall be enacted.

2009-10 ACADEMIC YEAR

Fall Term — Off November 23-25 (3 days)

Classes begin Monday, September 28
Thanksgiving Break: M-F, November 23-27
Last day of classes: Friday, December 4
Finals: December 7-11

Winter Term — Work Saturday, March 13, off March 15-19 (4 days)

Classes begin Monday, January 4
Martin Luther King holiday: Monday, January 18
Last day of classes: Monday, March 8
Finals: T-S, March 9-13 (see revised finals week schedule)

Spring Term — Work Saturday, June 5, off June 7-11 (4 days)

Classes begin Monday, March 29
Last day of classes: Friday, May 28
Memorial Day holiday: Monday, May 31
Finals: T-S, June 1-5

Recommend rescheduling Commencement for Saturday evening, June 5.

2010-11 ACADEMIC YEAR

Fall Term — Off November 22-24 (3 days)

Classes begin Monday, September 27
Thanksgiving Break: M-F, November 22-26
Last day of classes: Friday, December 3
Finals: December 6-10

Winter Term — Work Saturday, March 12, off March 14-18 (4 days)

Classes begin Monday, January 3
Martin Luther King holiday: Monday, January 17
Last day of classes: Monday, March 7
Finals: T-S, March 8-12 (see revised finals week schedule)

Spring Term — Work Saturday, June 4, off June 6-10 (4 days)

Classes begin Monday, March 28
Last day of classes: Friday, May 27
Memorial Day holiday: Monday, May 30
Finals: T-S, May 31-June 4

Recommend rescheduling Commencement for Saturday evening, June 4.

Furthermore, the University and the Association agree to work collaboratively

- (1) to encourage and support faculty efforts to revise instruction in order to cover the core curriculum in each course and assure students are prepared for subsequent courses,
- (2) to minimize the impact on students and assure this change in the academic calendar does not extend their time to graduation, and
- (3) to address technical implications of the revised academic calendar, such as developing revised finals week schedules and other academically-oriented modifications.

FOR THE UNIVERSITY:

James Klein, Provost

FOR THE ASSOCIATION:

Sherry Ettlich, Chief Negotiator