

**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, 2013, through August 31, 2015**

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# Collective Bargaining Agreement

September 1, 2013, through August 31, 2015

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## Article 1. PREAMBLE

**Section A.** This Agreement entered into as of February 14, 2014, and in effect for the period September 1, 2013, through August 31, 2015, 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 351.015 and ORS 351.070 on behalf of Southern Oregon University (hereinafter called the “University”).

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

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

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

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

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

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## Article 2. DEFINITIONS

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

1. “AAUP” stands for American Association of University Professors. AAUP’s annual faculty salary survey is reviewed during negotiations and used for goal setting.
2. “Accompanist” is an APSOU approved representative to accompany members to meetings with a supervisor or administrator. See Article 18, Section B.
3. “Adjusted Floor Salary” is the 9-month, 1.0 FTE salary rate that combines an individual’s minimum floor salary and disciplinary adjustment.
4. “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 Program Chairs.
5. “Agreement” means all of the definitions, provisions and terms agreed to by the two parties, as set forth in this contract.

6. “APSOU” means the Association of Professors at Southern Oregon University.
7. “Association” (see “APSOU”)
8. “ASSOU” means the Associated Students, Southern Oregon University.
9. “Bargaining unit” means the employees, collectively, included in the bargaining unit as defined in Article 3 (Recognition).
10. “Base salary” or “salary base” is the 9-month, 1.0 FTE salary rate, excluding any temporary additions such as an irregular employment agreement (IEA). Normally, an individual’s adjusted floor salary, or prior salary base plus any applicable across-the-board increases, whichever is higher.
11. “Board” (see “OSBHE”)
12. “Calendar day” means a day as counted on a twelve-month, non-academic calendar.
13. “Center” (see “Division”)
14. “Completed years in rank” (see “year-in-rank”)
15. “Consultation” is a decision-making process that reflects Southern Oregon University’s commitment to shared governance. Consultation means there is a formal opportunity for faculty (as a whole or through authorized representatives) to provide input and present judgment prior to a decision being made.
16. 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.
17. “CUPA-HR” stands for College and University Professional Association for Human Resources. CUPA-HR’s faculty salary survey is used in determining disciplinary adjustments.
18. “Current year-in-rank” (see “year-in-rank”)
19. “Department” (see “Program”)
20. “Disciplinary Adjustment” is the 9-month, 1.0 FTE salary adjustment found in the Article 12 disciplinary adjustment table by looking in the appropriate rank column and disciplinary code row.
21. “Disciplinary Code” is the 4-digit code associated with that faculty member’s academic assignment, which is assigned during the appointment process.
22. “Division” or “Center” means a primary academic division that supports a collection of programs or the Library. Divisions normally report to the Provost and are administered by a Director.
23. “ELU” means “equated load units” and is used in determining FTE. See Article 19 (Working Conditions), Section A, item 3.
24. “ERB” means the Employment Relations Board of the State of Oregon.
25. “Fourth term” means the academic term in which a faculty member is not normally employed (usually summer term).
26. “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.

27. “Full-time” faculty members are appointed at 1.0 FTE.
28. “Medford campus” means all sites, collectively or individually, located in Medford, Oregon, at which Southern Oregon University faculty instruct and/or advise students.
29. “Member” means a public employee who is included in the bargaining unit, as defined in Article 3 (Recognition).
30. “Minimum Floor Salary” is the 9-month, 1.0 FTE salary rate found in the Article 12 salary table by looking in the appropriate rank column and year-in-rank row.
31. “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.
32. “OPE” means other personnel expenses paid by the university, such as health insurance, retirement, payroll taxes, etc.
33. “OSBHE” means the Oregon State Board of Higher Education and its agents.
34. “OUS” means Oregon University System.
35. “Part-time” faculty members are appointed at less than 1.0 FTE.
36. “Professional faculty member” is a faculty member appointed at the rank of instructor or senior instructor.
37. “Professorial faculty member” is a faculty member appointed at the rank of assistant, associate, or full professor.
38. “Program” means a secondary academic division that is normally part of a larger Division/Center.
39. “Salary base” (see “base salary”)
40. “SOU” means Southern Oregon University, an institution in the Oregon University System (OUS).
41. “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.
42. “Tangible Employment Action” is an action that results in a change in employment status or placement of document(s) in the individual’s personnel file.
43. “Temporary” faculty members have limited term appointments. Most temporary faculty members have non-renewable appointments, but some may hold renewable appointments with a fixed limit. See Article 19 (Working Conditions), Section D.
44. “Timely” refers to existing timelines in this agreement or the Faculty Constitution and Bylaws (to the extent allowed by law).
45. “Unit” (see “bargaining unit”)
46. “University” (see “SOU”)
47. “University campus” means the campus of Southern Oregon University, located in Ashland, Oregon.

48. “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/Fourth Term days only count the days during the parts of term for which those members are on contract.
49. “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.
50. “Year-in-rank” (YIR) (with no qualifiers) refers to the current year-in-rank. The “current year-in-rank” includes the year in progress; the number of “completed years in rank” is the total of all years in rank completed prior to the current academic year.

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## Article 3. RECOGNITION

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

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

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

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

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

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

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## Article 4. ASSOCIATION SECURITY

**Section A, Dues Deduction.** As long as the current fair share agreement is in effect, members of the Association will have dues deducted from their paychecks. Such deduction will continue until the Association has notified the University in writing that the deduction is to be terminated. The University will, in the month following the

deduction, pay to the Treasurer of the Association the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

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

Rights of non-Association employees based on religious tenets or conscience shall be protected. Such employees shall pay the fair share amount to a nonreligious charity in accordance with the applicable procedures in ORS 243.666 and faculty member shall provide the APSOU treasurer proof of the contribution that has been made to a nonreligious charity in order to stop subsequent APSOU dues deductions for that year. An election to rescind the fair share agreement may be held which follows the guidelines of OAR 115-30-000.

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

The APSOU President may be released up to one course per term at the discretion of the APSOU Board and in consultation with the Division/Center Director. APSOU will reimburse SOU for the release at the normal adjunct rate plus OPE.

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

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

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

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## **Article 5. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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.

Management has the sole and exclusive right to: administer the University; institute procedural changes which are consistent 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 programs, division/centers, and activities. With these rights, management accepts the responsibility to ensure that procedures and policies impacting a tangible employment action shall be carried out in a timely manner.

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, Provost, and the President for appointments, promotions, and awards of indefinite tenure.

Management has the right to the following, but agrees to consult with faculty when: scheduling class hours and establishing or modifying class schedules; determining the size and characteristics of the faculty; determining the allocation and assignment of work to faculty members, including off-campus assignments which are not inconsistent with this Agreement; developing and implementing a system of faculty evaluations including specific provisions for student participation; determining degree programs, course offerings, and degree requirements.

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## **Article 6. FACULTY GOVERNANCE**

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

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## **Article 7. STRIKES**

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

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

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## **Article 8. PROGRAM CHAIRS: ACADEMIC YEAR DUTIES AND ADMINISTRATIVE RELEASE**

Due to SOU's academic reorganization, the details normally contained in this article will be developed throughout the implementation of the new model. Transitional language needs to remain somewhat vague in order to provide opportunities for both sides to examine the details for the duration of the agreement, including necessary updates to the Faculty Bylaws, Section 4.

Program Chairs will work with their Directors to develop and implement the program's mission within the scope of the larger University mission. Program Chairs' duties will emphasize matters involving curriculum, including course scheduling and teaching assignments; mentor program faculty, including evaluation for colleague evaluations, sabbaticals, and/or tenure and promotion; and work with students, including monitoring and addressing student concerns, and advising prospective and incoming students.

The University recognizes that time commitments required of chairs will vary depending on the needs of the Division/Center. The Provost, AVP for Curricular Management, and Directors will work with Program Chairs to develop an administrative release plan that:

- provides adequate release time for Program Chairs to carry out their assigned duties and
- equitably allocates release to Program Chairs across divisions proportional to the duties assigned.

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

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

**Section A, Professional Development.** The University will allocate \$42,000 for the first year of the agreement and \$0 for the second year for the purpose of professional development. Priority shall be given to proposals for substantive activities related to: course revision, assessment, improvement of teaching methodology and skills, updating faculty in their disciplinary fields, retraining faculty for new assignments, providing instructional resources, and developing interdisciplinary courses. The Provost shall consult with the Faculty Development Committee prior to their evaluation of the proposals; in particular, alerting them to any current institutional needs that may make it desirable to further prioritize some of the items within the list above. The Faculty Development Committee will then evaluate the proposals and make funding recommendations to the Provost. Unspent monies in this account shall be carried over for one year past the year in which they are appropriated.

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

While these funds shall be held, on behalf of individual faculty members, in a single division account, no faculty member shall be constrained in his/her expenditure by the Division/Center 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 division level, the matter shall be referred to the AVP for Curricular Management for resolution. Where colleagues agree to do so, monies may be pooled for purposes compatible with the intent of this section.

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

Note:

- Faculty holding temporary appointments will not be allocated funds.
- Faculty members on sabbatical leave are eligible for the same PDA allocation as they receive in a non-sabbatical year.
- Funds are pro-rated by FTE for ongoing part-time faculty.
- Funds for faculty who are retiring effective January 1 are pro-rated for the partial year.
- Each PDA recipient shall write a report detailing the expenditures from this account and attach it to their Professional Activities Report.
- Unspent monies in each member's account shall be carried over for one year past the year in which they are appropriated.

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

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

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

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

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

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

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

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

5. When a faculty member does not receive notice of non-renewal, his/her contract will be automatically renewed.

**Section D, Faculty Notice of Appointment.** A faculty member shall be able to access information regarding their current appointment status via the University's Human Resources Information System— including current salary amount, rank, years in rank, disciplinary code, appointment status (FTE and contract type), home program, position number, job title, appointment dates, tenure status, position type (primary, secondary, overload), and benefits eligibility flag. Other changes in a faculty member's duties will not be communicated in this manner, but will be communicated to the faculty member, and to their Director whenever possible.

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

**Section F, Faculty Personnel Records.**

1. Definitions

- a. The number of personnel files for a faculty member shall be limited to one file in each of the following: (1) Human Resources, (2) Provost, (3) the faculty member's Director and/or (4) the faculty member's Program Chair(s).
- b. The official personnel file for any faculty member resides in the Human Resources Office. This file includes all paperwork related to initial hire and appointment status changes as well as evaluation and disciplinary notations.
- c. Evaluation files are a subset of the faculty personnel file that include annual evaluations, colleague evaluations, promotion reviews, tenure reviews, and other formal evaluations of faculty performance, including documents that may lead to or result in disciplinary actions.
- d. All records containing personal information about faculty members shall be kept in secured files.
- e. 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 Personnel File

- a. All documents in a faculty member's personnel file shall indicate the date on which the individual documents were signed or placed into the file.
- b. Any time 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 personnel file and to challenge any materials therein as provided for in this Agreement and also in OAR Chapter 580, Division 022. Once yearly, 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 personnel file, the faculty member may also submit additional 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 three (3) 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 three (3) years, the following procedure shall be followed.
    - (1) The faculty member shall first petition in writing the Human Resources Director. 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(1)(b)).
  - c. Petitions to remove documents from an evaluation file shall not be placed in that file.
  - d. If approved, the Human Resources Director will instruct the necessary supervisors to purge the document(s) in question from their respective files and notify the faculty member of the removal.

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## Article 11. RETRENCHMENT

**Section A, "Programs."** In this Article, "program" shall refer to a specified curriculum that meets undergraduate or graduate degree requirements such as general education program, minor, certificate, major or other degree concentration (e.g. Honors College, 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 program 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. Program Chairs' and Directors' 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.a.(2)”). "Furlough Status" shall mean that the faculty member may be re-employed without a search as provided in “2.(d)” below. Should the faculty member not accept furlough status in writing within thirty (30) calendar days of the written offer, the University will have no further employment obligation.

b. A faculty member on furlough will have the privileges of a faculty member on a personal leave without pay.

c. The faculty member will be responsible for providing the Provost with current contact information throughout the period of the furlough.

d. If the furloughed faculty member is deemed by the University to meet all the required qualifications of an open instructional position, then the furloughed faculty member will be offered re-employment without the conducting of a search unless two or more furloughed faculty members are deemed equally qualified. In that case, the furloughed faculty member with the most seniority, as defined in Section E.7, will be offered re-employment.

e. Should the faculty member not accept the appointment within fifteen (15) calendar days of the date of the written offer being mailed to the current address on file with the Provost, the University will have no further employment obligation to the faculty member.

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

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

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

1. For work performed on and after July 1, 1985, Southern Oregon University shall continue to pay on behalf of members then participating in the Public Employee Retirement System the statutorily required employee contribution under ORS 238.200, 238(A), and ORS 243.800, including the amount required under ORS 238.215 if other options have been elected. Such payments on behalf of members shall continue for the life of this agreement or until such earlier time as a member may cease to be a participating member of PERS/OPSRP or the ORP.

2. The full amount of each member’s 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(26) for the purpose



of computing “final average salary” within the meaning of ORS 238.005(9), but shall not be considered “salary” for the purposes of determining the amount of required employee contributions.

3. Effective January 1, 2004, in lieu of paying the 6% employee contribution to PERS, Southern Oregon University will pay the 6% employee contribution for PERS members to the Individual Account Program (IAP) established under ORS 238A.300 and ORS 238A.305.
4. If for any reason the 6% payment by Southern Oregon University described above is declared invalid or is otherwise eliminated, then effective on the date of its invalidation or elimination, a corresponding general salary increase of 6% shall be paid to eligible bargaining unit members. In such case, members’ 6% contributions shall be deducted for payment to the applicable IAP employee accounts and shall be treated as “pre-tax” contributions pursuant to Internal Revenue Code Section 414(h)(2).

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

1. New faculty positions are advertised in a salary range based on the adjusted floor salary rates for the appropriate rank and discipline (see section H). Normally the range runs from the 1<sup>st</sup> to 4<sup>th</sup> year-in-rank (YIR). In unusual cases, faculty positions may be advertised with a higher range. New faculty may be appointed at a salary rate that exceeds the adjusted floor salary for their rank and YIR. This is a one-time addition to the base salary. Subsequent salary increases will be computed according to section H, items 2 and 3.
2. The salary base for determining the salary increase for faculty members currently employed shall be the faculty member’s preceding appointment amount.
3. If a faculty member is to receive more than one type of salary increase at the same time, they shall not be compounded, but each will be applied separately and additively to the faculty member’s preceding appointment amount.
4. When a temporary increase in FTE for a part-time faculty member is the best response to a need, then those increases (up to 1.0 FTE) should be paid at the faculty member’s current salary rate.
5. For all faculty members, overloads (temporary FTE increases in excess of 1.0) are normally compensated at the appropriate adjunct rate. These should be done sparingly due to the negative impact such overloads may have on a faculty member’s scholarship, professional development, and service.
6. First Year Bargaining Unit Members. The salary of faculty members in their first year in the bargaining unit shall not fall below the appropriate adjusted floor salary during that year. If such a member’s salary is below the adjusted floor salary, the salary shall be increased to the adjusted floor salary.
7. The University and the Association agree that if a person on a non-renewable appointment the previous year is rehired, that person’s starting salary shall be set according to section H.
8. Salaries are normally paid September through June, however faculty may opt for the 12-month deferred pay plan, which distributes gross pay across 12 months (October 1 through September 30). See Payroll for details.

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

1. The University will make a contribution sufficient to cover ninety-five percent (95%) of the premium costs for fully paid medical, dental, and basic life insurance benefits chosen by each eligible faculty member through the Public Employees Benefits Board (PEBB), for the remainder of the 2013 benefits plan year. The employee will contribute five percent (5%) of the premium costs (“pre-tax”). 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, 2014 through December 31, 2014, the University will make a contribution sufficient to cover ninety-five percent (95%) of the premium costs for fully paid medical, dental, and basic life insurance benefits chosen by each eligible faculty member through the Public Employees Benefits Board (PEBB). The employee will contribute five percent (5%) of the premium costs (“pre-tax”).
3. For plan year January 1, 2015 through December 31, 2015, the University will make a contribution sufficient to cover ninety-five percent (95%) of the premium costs for fully paid medical, dental, and basic life insurance benefits chosen by each eligible faculty member. The employee will contribute five percent (5%) of the premium costs (“pre-tax”).
4. Faculty on leave without pay shall be allowed to continue group insurance by self-paying the premium for the time permitted by PEBB rules.

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

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

**Section F, Promotion.** A faculty member who receives a promotion in rank shall during the appointment at the beginning of the next academic year, receive a five percent (5%) base salary adjustment to his/her prior June 15 salary rate 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 programs, faculty members’ assignments are highly specialized (i.e. a significant majority of all upper and lower division instruction is focused on a single subdiscipline, possibly including specialized advising and service assignments). In these cases, a more specialized disciplinary code should be used. A complete list of available CIP codes may be downloaded from the Human Resources website ([www.sou.edu/hrs](http://www.sou.edu/hrs)) by clicking on the link to Collective Bargaining Agreements and downloading the PDF document labeled CIP Codes. Faculty members may obtain their individual CIP codes from their Director.

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 Director and/or Provost review it. If a satisfactory resolution cannot be achieved at the Provost’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 the new nine-month, 1.0 FTE base 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 prior base salary plus any applicable across-the-board salary increase. A faculty member’s base salary will be the higher of these two calculations.

Furthermore, the minimum floor salary rate (and thus the adjusted floor salary rate) will be reduced by the fixed amount of \$2,000 for professorial faculty members who do not have a terminal degree (as defined by the Southern

Oregon University Faculty Constitution and By-Laws). Detailed implementation of this compensation plan is contained in the Compensation Workbook (Excel).

1. The applicable across-the-board salary increase for September 1, 2013 through August 31, 2015 is 0.0%.
2. Base salary will be recomputed on September 16, 2013, and September 16, 2014, to reflect the additional YIR earned as of that date.
3. A faculty member's minimum floor salary is listed in Table 12A (effective June 1, 2013) for his/her current rank and current YIR.
4. All assistant professors will receive an equity adjustment in the form of a one-time bonus of \$1000 added to their September 30, 2014 pay.
5. Notes:
  - a. Due to a 0.0% across-the-board increase and no additional equity adjustments, the salary tables will not change during this biennium.
  - b. Due to not changing the salary tables for this biennium, floor salaries for Senior Instructor 2 were not added. For the purpose of the Emeritus Faculty rate (see Article 14, section E, item 2), the year 1 salary floor for a senior instructor 2 shall be \$55,923 (the senior instructor 1's first promotion point, 6<sup>th</sup> year in rank floor, plus the minimum 5% increase due upon promotion).
6. A faculty member's disciplinary adjustment is calculated by comparing the average SOU minimum floor salary for his/her rank and the average salary for his/her rank *and* discipline for public institutions as reported in the annual *National Faculty Salary Survey by Discipline and Rank in Four-year Colleges and Universities* conducted by the College and University Professional Association for Human Resources (CUPA-HR). (When a particular disciplinary code is unavailable for a rank and/or discipline, it will be estimated from the available data in the same source.)
7. The severity of the shortfall (difference between CUPA average and SOU average as a percentage of the CUPA average) determines the disciplinary adjustment applied to that particular rank and discipline as follows (see Table 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.
8. A faculty member's adjusted floor salary is the sum of his/her minimum floor salary and disciplinary adjustment.

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

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

Table 12B — Disciplinary Adjustments (effective January 1, 2014)

| CIP   | Assistant Associate |           |           | Professor | CIP   | Assistant Associate |           |           | Professor |
|-------|---------------------|-----------|-----------|-----------|-------|---------------------|-----------|-----------|-----------|
|       | Professional        | Professor | Professor |           |       | Professional        | Professor | Professor |           |
| 5.02  | —                   | \$0       | \$0       | \$246     | 31.05 | \$0                 | \$0       | \$0       | \$0       |
| 9.01  | \$0                 | \$0       | \$0       | \$0       | 38.01 | \$0                 | \$0       | \$0       | \$0       |
| 9.04  | \$0                 | \$0       | \$0       | \$0       | 40.01 | —                   | \$0       | \$0       | \$0       |
| 9.07  | \$0                 | \$0       | \$0       | \$247     | 40.05 | \$0                 | \$0       | \$0       | \$0       |
| 11.01 | \$508               | \$796     | \$915     | \$1,121   | 40.06 | \$0                 | \$0       | \$0       | \$0       |
| 13.01 | \$0                 | \$0       | \$0       | \$0       | 40.08 | \$0                 | \$0       | \$0       | \$243     |
| 13.02 | —                   | \$0       | \$0       | \$0       | 40.10 | —                   | —         | \$915     | —         |
| 13.03 | \$0                 | \$0       | \$0       | \$0       | 42.01 | \$0                 | \$0       | \$0       | \$0       |
| 13.05 | —                   | \$0       | \$0       | \$0       | 42.27 | —                   | \$0       | \$0       | \$0       |
| 13.10 | \$0                 | \$0       | \$0       | \$0       | 42.28 | —                   | \$0       | \$0       | \$0       |
| 13.12 | \$0                 | \$0       | \$0       | \$0       | 43.01 | \$0                 | \$0       | \$0       | \$0       |
| 14.19 | —                   | \$812     | \$922     | \$1,222   | 45.01 | \$0                 | \$0       | \$0       | \$0       |
| 16.01 | \$0                 | \$0       | \$0       | \$0       | 45.02 | \$0                 | \$0       | \$0       | \$0       |
| 16.03 | \$0                 | \$0       | \$0       | \$244     | 45.06 | \$698               | \$826     | \$675     | \$830     |
| 16.09 | \$0                 | \$0       | \$0       | \$0       | 45.07 | \$0                 | \$0       | \$0       | \$0       |
| 19.07 | —                   | \$0       | \$0       | \$515     | 45.10 | \$0                 | \$0       | \$0       | \$0       |
| 22.00 | —                   | \$173     | —         | \$814     | 45.11 | \$0                 | \$0       | \$0       | \$0       |
| 23.01 | \$0                 | \$0       | \$0       | \$0       | 50.01 | \$0                 | \$0       | \$0       | \$0       |
| 23.13 | \$0                 | \$0       | \$0       | \$0       | 50.04 | —                   | \$0       | \$0       | \$0       |
| 24.01 | \$0                 | \$0       | \$0       | \$0       | 50.05 | \$0                 | \$0       | \$0       | \$0       |
| 25.01 | —                   | \$0       | \$0       | \$0       | 50.06 | —                   | \$0       | \$0       | \$0       |
| 26.01 | \$0                 | \$0       | \$0       | \$0       | 50.07 | \$0                 | \$0       | \$0       | \$0       |
| 26.02 | —                   | \$175     | \$202     | \$1,174   | 50.09 | \$0                 | \$0       | \$0       | \$0       |
| 26.04 | —                   | \$353     | \$418     | \$1,249   | 52.01 | \$0                 | \$909     | \$951     | \$1,173   |
| 26.05 | —                   | \$172     | \$204     | \$1,182   | 52.02 | \$700               | \$976     | \$1,019   | \$1,193   |
| 26.08 | —                   | \$173     | \$0       | \$1112    | 52.03 | \$742               | \$1,157   | \$1,136   | \$1,276   |
| 26.13 | —                   | \$169     | \$0       | \$512     | 52.07 | \$329               | \$934     | \$1,043   | \$1,369   |
| 27.01 | \$0                 | \$0       | \$0       | \$0       | 52.08 | \$321               | \$1,191   | \$1,195   | \$1,351   |
| 27.03 | —                   | \$0       | \$0       | \$0       | 52.09 | \$0                 | \$566     | \$660     | \$1118    |
| 27.05 | —                   | \$174     | \$0       | \$522     | 52.12 | \$0                 | \$1,000   | \$1,089   | \$1,287   |
| 30.01 | —                   | —         | —         | \$0       | 52.14 | \$333               | \$1,041   | \$1,080   | \$1,245   |
| 31.01 | \$0                 | \$0       | \$0       | \$0       | 54.01 | \$0                 | \$0       | \$0       | \$0       |

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

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

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

Upon termination of the leave, the faculty member shall be restored to the former position or an equivalent available and suitable position without loss of salary level, years in rank, retirement service credits, or any other benefit or right that had been earned at the time the leave of absence commenced, but reduced by any paid leave the faculty member used during the leave of absence.

**Section J, Sabbatical Leaves.** Sabbatical leaves are a privilege extended by the University for the purpose of strengthening the academic programs of the University while also strengthening the professional preparation of the individual faculty member in scholarship, creative activity, and teaching. While OUS allows for either one-, two-, or three-term sabbaticals, the University believes that longer term sabbaticals better serve institutional needs; thus, the University encourages its faculty to take longer sabbaticals whenever possible. In exceptional circumstances, the institution may extend sabbatical privileges over two or three academic years to accommodate special program 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 six (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. The six (6) years of service for a second or subsequent sabbatical is counted beginning with the academic year following the first term of the prior sabbatical.
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. Such a delay must be documented in writing and approved by the Provost.
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 number of terms of the sabbatical:
  - a. **Three-term sabbatical:** faculty member earns 60 percent salary each term on sabbatical leave and full salary for any term not on leave during any academic year with one or more terms of sabbatical leave.
  - b. **Two-term sabbatical:** faculty member earns 75 percent salary each term on sabbatical leave and full salary for any term not on leave during any academic year with one or more terms of sabbatical leave.
  - c. **One-term sabbatical:** faculty member earns 85 percent salary the term on sabbatical leave and full salary for the two terms not on leave.

5. Faculty at less than 1.0 FTE for one or more of the six years of service have their sabbatical salary prorated. See OAR 580-021-0205 (6)(a)) for details on proration.
6. Faculty members on sabbatical leave receive their salary adjustments on the same effective date as faculty not on sabbatical leave.
7. Faculty may supplement their sabbatical salaries to a reasonable degree, provided that each supplementation strictly conforms to the stated and approved purposes of the sabbatical leave.
8. PDA funds will be awarded during sabbatical leave and may be used for appropriate professional travel as approved by the faculty member's Director (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.** Should a colleague evaluation determine that a faculty member's performance is deficient (see Faculty Bylaws 5.370, Colleague Evaluations), the administration may freeze that individual's years in rank and salary. Should a subsequent colleague evaluation find that faculty member's performance no longer deficient, then his/her pay will be returned to the adjusted floor salary rate in this article for his/her rank and frozen years in rank. That increase shall be awarded no later than twenty (20) university days following the Director receiving the colleague evaluation, which found the faculty member's performance was no longer deficient. He/she will resume accruing years in rank the following September 16.

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## Article 13. SUMMER SESSION/FOURTH TERM

**Section A, Replacement Term of Instruction.** Most faculty members are appointed for the academic year and their "fourth term" of instruction is summer session. However, should the scheduling of a program's courses benefit from additional instruction in summer session and less during another academic term, at the mutual agreement of a faculty member and the program, and in consultation with the Director and AVP for Curricular Management, 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 with the remaining term considered that faculty member's "fourth term" of instruction. In these instances, the faculty member's workload across all three terms should be determined in accordance with Article 19, Section A.

**Section B, Summer Session Schedule and Appointment.** Appointments to the fourth term will be based on a staffing plan for the term 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 bargaining unit members, including those on leave; however, that provision shall not prevent a program 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 fourth term, and no faculty member employed during the other three terms of the year is assured employment in his/her fourth term. All appointments are at the discretion of the President of the University or designee.

**Section C, Fourth Term Schedule and Appointment.**

**Primary Offerings.** Offerings in this category are determined by programs, in consultation with the Director, and typically are courses regularly offered during this term. At least 80% of the fourth term faculty ELU shall fall in this category.

Faculty who agree to teach courses in this category and are scheduled for these classes on or after the decision dates in table 13A will be offered appointments for the assigned ELU.

Table 13A Decision Dates for Faculty Teaching Primary Offerings

| 4 <sup>th</sup> Term | Decision Date |
|----------------------|---------------|
| Summer               | February 15   |
| Fall                 | May 15        |
| Winter               | September 1   |
| Spring               | December 1    |

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 fourth term appointment. If the agreement is not dissolved and barring unforeseen circumstances, the faculty member is expected to accept the appointment.

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

**Secondary Offerings.** Offerings in this category provide flexibility to offer additional options for students or pilot new courses that have not been offered in prior fourth terms.

Because these courses are not part of the primary offerings, faculty who agree to teach and are scheduled for these courses are not guaranteed appointments. The fourth term appointment ELU shall be contingent upon sufficient enrollment in the course(s) and the faculty member may accept or reject the appointment at any time up to the decision dates in table 13B.

Table 13B Decision Dates for Faculty Teaching Secondary Offerings

| 4 <sup>th</sup> Term | Decision Date |
|----------------------|---------------|
| Summer               | May 31        |
| Fall                 | August 31     |
| Winter               | November 30   |
| Spring               | February 28   |

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

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

Each faculty member appointed to teach in the fourth term will be assigned duties by the Director to meet program and University needs in proportion to their teaching assignment (ELU). The Division/Center plan should reasonably



estimate each faculty member's service commitment and assure that the estimate is within the limits set forth in Table 13C. Furthermore, University service that is specific to summer activities, such as Raider Registration, and not a continuation of normal academic year activities should not exceed 50% of the total service assignment. Faculty members reassigned from teaching to other duties are still responsible for their share of the usual faculty duties.

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

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

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

**Section E, Fourth Term Salary.**

1. Fourth Term of Instruction:

A faculty member will be paid 2.33% of the base nine-month salary at the close of the preceding academic term per ELU for fourth term courses taught. When the University needs additional service beyond the limits specified in Section C, the Provost may issue a contract to a faculty member to meet those needs. The contract rate shall not fall below the hourly equivalent of the floor salary for a first year assistant professor.

2. Fourth Term Study Abroad Courses

Faculty supervising students in study abroad courses (even when within the U.S.) shall be compensated at the professional or professorial adjunct rate that matches his/her appointment type in the preceding academic term, per ELU plus travel expenses.

3. Fourth Term ELU Bank Activity

Based on the mutual agreement of the Director and the faculty member, and approval by the AVP for Curricular Management, a faculty member shall earn the professional adjunct rate per ELU and receive credit in his/her ELU bank (see article 19, section A) for the associated ELU.

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

**Section A, Eligibility.** A faculty member may apply to the Provost through the Director for relinquishment of tenure or three-year extendable appointment, provided that the faculty member is at least 55 years of age on the effective date of the relinquishment.

Faculty contemplating retirement should evaluate their readiness to do so and consider the following: Full Social Security retirement age and Medicare eligibility age are very often different with Social Security depending on birth year and Medicare eligibility beginning at age 65. When Medicare coverage takes effect will also depend on when one applies for it. Employees should verify when coverage would start based on their intended and actual

application date. Employees who would like assistance with these issues may visit the Office of Human Resources or consult [www.ssa.gov](http://www.ssa.gov) and [www.medicare.gov](http://www.medicare.gov).

### **Section B, Provisions.**

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

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

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

### **Section D, Salary Provisions.**

1. Appointment Relinquishment Incentive: a one-time addition to the base salary equivalent to 6% of the faculty member's salary on the effective date of their appointment relinquishment, September 16 or January 1. For example, a faculty member relinquishing their appointment on September 16 will have 6% of their preceding January 1 salary added to what they would have normally received on September 16 had they not relinquished their appointment. A faculty member relinquishing their appointment on January 1 will have 6% of their preceding September 16 salary added to what they would have normally received on January 1 had they not relinquished their appointment.
2. Subsequent Salary Adjustments: after having entered into an agreement for appointment relinquishment and for the duration of pre-retirement and post-retirement employment, the faculty member will continue to receive salary adjustments just as all other faculty, i.e. just as if s/he had not relinquished their appointment (see Article 12).
3. Part-time Service: if applicable, the salary for part-time service will be prorated for any reduction in FTE.
4. Retroactive Salary Adjustment: for a retiree's last post-retirement appointment, the January 1 salary adjustment will be awarded retroactively to September 16.

**Section E, Retirement Options at Southern Oregon University.** When a faculty member indicates s/he will retire within the next three years, s/he may choose either item 3 below (extended health benefits) or waive that benefit in return for a one-time cash settlement equivalent to 25% of the projected cost to the institution of the health benefits waived.

1. Salary upon relinquishment:

A one-time addition to the base salary equivalent to 6% of the faculty member's salary is awarded on the effective date of their appointment relinquishment. Faculty members continue to receive other bargained salary increases up to their retirement date.

2. Post-retirement appointment:

Faculty members do not automatically receive a post-retirement appointment.

Should the needs of the institution require, and the Director and Provost approve, faculty members may be offered a post-retirement appointment. This appointment would include teaching and service expectations, and be compensated at the emeritus faculty rate.

The emeritus faculty FTE rate is equivalent to:

- Professor in his/her first year in rank, for professorial faculty and
- Senior Instructor 2 in his/her first year in rank, for professional faculty.

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 health benefits cancel the University's obligation to provide health benefits. If a retiree 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.

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

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

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## Article 15. NON-DISCRIMINATION

It is the policy of the University and the Association not to engage in discrimination against any employee because of race, creed, color, marital status, religion, sex, national origin, age, sexual orientation, gender identity, disability, or any other characteristic protected by law, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42USC Section 1981, Family and Medical Leave Act, ORS Chapter 659A, or any other similar laws, rules or regulations.

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## **Article 16. JUST CAUSE, PROGRESSIVE DISCIPLINE AND DUE PROCESS**

**Section A. Just Cause.** Southern Oregon University recognizes the importance of the principle of just cause when considering the need to discipline a faculty member. When appropriate, the University shall adhere to the principles of progressive discipline and sanctions except when summary action is necessary or the severity of the alleged offense warrants more severe action. In determining whether or not to impose discipline and the severity of such discipline, the University shall consider the faculty member's prior conduct and disciplinary record and, whenever possible, take corrective action(s) that are positive and constructive. Any discipline, which is defined as a reprimand, suspension, demotion, or discharge shall be for just cause.

1. The University and the Association agree that, in accordance with OAR 580-021-0325, cause will be defined as:
  - a. Conviction of a felony or of a crime involving moral turpitude during the period of employment by the University (or prior thereto if the conviction was willfully concealed in applying to the University for employment);
  - b. Conduct proscribed by OAR 580-022-0045 (see below) or
  - c. Failure to perform the responsibilities of an academic staff member, arising out of a particular assignment, toward students, toward the faculty member's academic discipline, toward colleagues or toward the institution in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities and protecting the health and safety of persons in the institutional community.
2. Evidence to demonstrate cause under the standard set forth in subsection 1.c. of this definition of "cause" may include, but is not limited to, evidence of incompetence; gross inefficiency; default of academic integrity in teaching, research or scholarship; intentional or habitual neglect of duty and failure to perform adequately for medical reasons.
3. For just cause related to a faculty member's sexual harassment or discrimination, the parties acknowledge that specific legal rights of confidentiality for students will also have to be honored.
4. Proscribed Conduct 580-022-0045. Procedures to impose applicable sanctions may be instituted against any person engaging in any of the following proscribed conduct:
  - a. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other institutional activities, including the institution's public service functions or other authorized activities on institutionally owned or controlled property;
  - b. Obstruction or disruption interfering with freedom of movement, either pedestrian or vehicular, on institutionally owned or controlled property;
  - c. Possession or use of explosives, dangerous chemicals, or other dangerous weapons or instrumentalities on institutionally owned or controlled property, unless authorized by law, Board, or institutional rules or policies;
  - d. Detention or physical abuse of any person or conduct intended to threaten imminent bodily harm or endanger the health of any person on any institutionally owned or controlled property;
  - e. Malicious damage, misuse or theft of institutional property, or the property of any other person where such property is located on institutionally owned or controlled property, or, regardless of location, is in the care, custody or control of an institution;

- f. Refusal by any person while on institutional property to comply with an order of the president or appropriate authorized official to leave such premises because of conduct proscribed by this rule when such conduct constitutes a danger to personal safety, property, educational, or other appropriate institutional activities on such premises;
- g. Unauthorized entry to or use of institutional facilities, including buildings and grounds;
- h. Illegal use, possession, or distribution of drugs on institutionally owned or controlled property;
- i. Inciting others to engage in any of the conduct or to perform any of the acts prohibited herein. Inciting means that advocacy of proscribed conduct that calls on the person or persons addressed for imminent action, and is coupled with a reasonable apprehension of imminent danger to the functions and purposes of the institution, including the safety of persons, and the protection of its property;
- j. Violating the Board's Policy for Intercollegiate Athletics as described in Section 8 of the Internal Management Directives, specifically including the subsection thereof entitled Code of Ethics.

**Section B. Exceptions.** Some allegations against faculty members must be investigated in accordance with applicable laws and guidelines, and in those cases, the procedures of this Article will be preempted by those laws. These include discrimination and harassment as proscribed by Title VII of the Civil Rights Act of 1964, sexual assault, sexual discrimination or harassment as proscribed in Title IX of Education Amendments of 1972, and mandatory reporting of abuse of minors (ORS 419 B.010). This Article shall apply to all other situations which may require disciplinary action or sanctions.

**Section C. Progressive Discipline and Sanctions.**

- 1. Progressive discipline may include oral and written instruction to the faculty member for actions or inactions whenever possible. When sanctions are warranted, possible sanctions shall include oral reprimand, written reprimand, suspension with pay, suspension without pay, temporary suspension from the assignment for which the faculty member is failing to meet professional obligations, and discharge.

While progressive discipline and sanctions shall be the core philosophy of the University, the actions above need not be sequential. Normally, corrective action will be progressive; however, sanctions may be initiated at any step in the process at the University's discretion, depending on the performance problem, the type of conduct, or the nature of the offense involved. Generally, more severe sanctions may be imposed in situations where there is immediate danger to the university community or an established history of disciplinary problems.

- 2. Procedures for the Imposition of Progressive Discipline and Sanctions.

In many situations, an issue may arise for which the best course of action is simply an informal meeting between the faculty member and their administrative supervisor where problems may be discussed and plans made to improve performance issues. Regular dialogue between faculty and their administrative supervisor is key in this process. Should an issue not be resolved in an informal meeting or the severity of the issue necessitates, the administrative supervisor may proceed with disciplinary action.

Faculty members have the right to be accompanied by a union representative at any meeting they feel would lead to sanction or disciplinary action (see article 18, section B.)

- a. Oral Reprimand

An oral reprimand may be issued to a faculty member and should be considered corrective in nature. Every effort should be made to follow an oral reprimand with a written letter of instruction to the faculty member outlining steps to correct behavior or improve performance. This will not become part of a faculty member's personnel file but a record that the oral reprimand

was issued may be noted by the supervisor. Failure by the faculty member to address concerns raised by such a meeting or letter of instruction may form the basis of a subsequent sanction.

Any form of discipline or sanction beyond an oral reprimand requires the review of the Director of Human Resources before issuance.

b. Written Reprimand

The sanction of written reprimand may be imposed by the appropriate administrative supervisor if he/she believes there is cause to warrant the sanction. This sanction, when possible, shall be imposed within (45) university days of the administrative supervisor's knowledge of the act, failure to perform, or condition on which the sanction is based. The written reprimand will outline the behavior or performance that has been found to be unacceptable or unsatisfactory. If University rules or policies have been violated, those should be cited. It will also include expectations for future behavior or work performance or any suggested or required remedial activities that the faculty member must undertake or should consider undertaking and a description of any further disciplinary processes and sanctions that may be pursued if the employee does not improve or repeats the unacceptable behavior.

A written reprimand becomes part of a faculty member's personnel record and a copy is kept in their regular personnel file. After thirty-six (36) calendar months from the date of a written reprimand, if no further sanction has been imposed against a faculty member related to this cause for sanction, the faculty member may request in writing that the notation be removed from his or her file according to Article 10, Section F.

Any form of discipline that is delivered in writing shall include the following statement: "If you choose to contest this action you have the right to be represented by APSOU and you must file an appeal in accordance with Article 17 Grievance Procedure and Arbitration."

c. Sanctions More Severe than Written Reprimand.

A sanction beyond written reprimand may constitute any of the following: suspension with pay, suspension without pay, temporary suspension from the assignment for which the faculty member is failing to meet professional obligations, and discharge.

Procedures for the initiating sanctions more severe than oral or written reprimand are outlined in Oregon Administrative Rules, 580-021-0330, as follows:

If the university president, hereafter "president," determines that there is probable cause to impose a sanction or sanctions more severe than an oral or written warning or reprimand on an academic staff member, the president shall attempt to reach a satisfactory resolution of the matter. If no satisfactory resolution is reached within a reasonable time, the president shall authorize the preparation of formal charges in accordance with institutional procedure.

Charges against a faculty member shall specifically state the facts believed to constitute grounds for imposition of a sanction or sanctions. The person authorized to prepare the charges shall not participate in evaluating the charges. Charges shall be filed with the president, and a copy personally delivered, or sent by certified mail, to the academic staff member within ten (10) days after the authorization of preparation of charges. The charges or a notice accompanying the charges shall inform the academic staff member of the right to a formal hearing on the charges and of the academic staff member's duty to notify the president within ten days after the charges have been delivered or sent whether such hearing is desired. Hearing procedures are also outlined in the Oregon Administrative Rules 580-021 and Faculty Bylaws, section 6.2.

After thirty-six (36) calendar months from the date of the imposition of a sanction more severe than written reprimand, if no further sanction has been imposed against a faculty member related to this cause for sanction, the faculty member may request in writing that the notation be removed from his or her file according to Article 10, Section F.

d. Investigatory Suspension

Suspension of a faculty member, with pay, during the investigation of a potential sanction is based on the severity of the allegation or if immediate harm to the member or others is threatened by the member's continuance. Notice of this action shall be provided to the faculty member in writing at the time of the suspension outlining the reasons for the suspension and proposed length.

**Section D. Due Process.** Due process for the purpose of this article will constitute notice to the faculty member of the discipline to be imposed as outlined above and an opportunity for the faculty member to respond.

1. In the case of oral and written reprimands the faculty member shall be given five (5) university days to respond to the discipline issued. For oral reprimands, the faculty member's response shall be included with the supervisor's notations. For written reprimands the faculty member's response shall be kept in the personnel file attached to the written reprimand or letter outlining the imposed sanction(s).
2. For sanctions more severe than oral and written reprimands, the University will follow the hearing process outlined in the Oregon Administrative Rules 580-021.

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

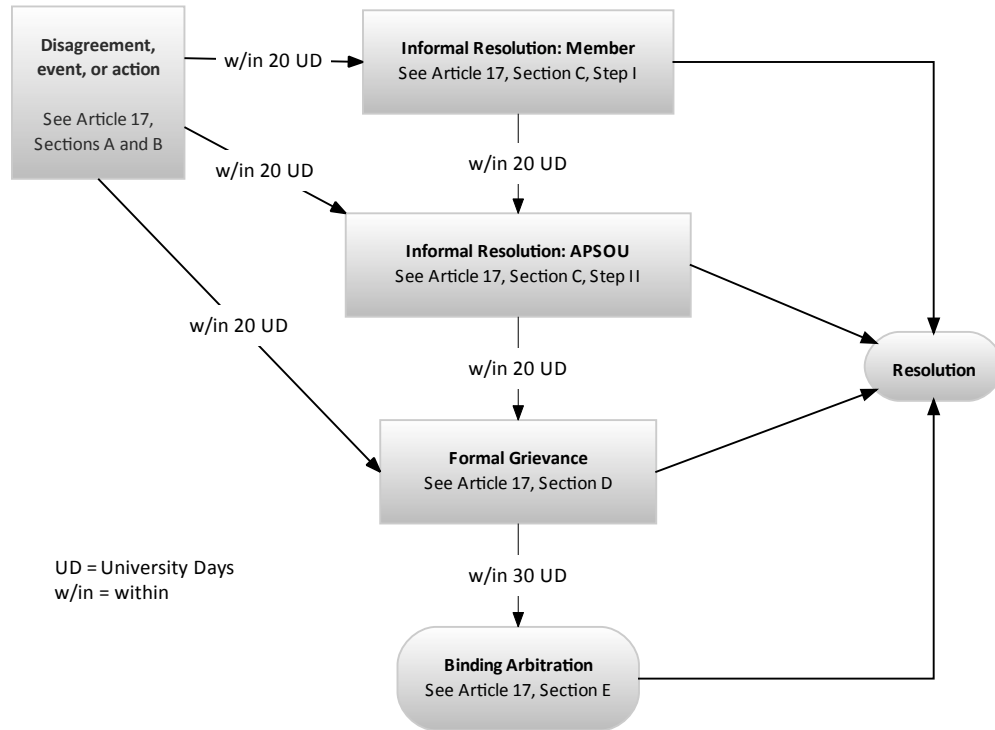
### **Section A, Intent.**

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

**Section B, Scope.** Grievances addressed by this Article must allege a violation of one or more specific articles or subsections of this Agreement and shall not include complaints relating to matters of academic judgment. For the purposes of arbitration, the term "grievance" shall not include complaints related to discrimination on the basis of

religion, gender, sexual orientation, race, color, national origin, age, disability, or marital status, since those complaints should be filed with the appropriate University Affirmative Action Officer. Note: sexual harassment is defined as a form of unlawful discrimination.

### Overview of APSOU Dispute Resolution Process



### Section C, Informal Resolution Procedure.

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

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

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

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

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



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

**Section D, Formal Grievance Procedure.**

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

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

Grievance Form:

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

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

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

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

3. Formal Grievance Steps: No person named in item (3) shall hear the grievance at any step below. 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. Director level. The Director of the Division/Center or designee 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. A decision will be rendered in writing to the Association within ten (10) university days of the hearing. If there is no incumbent Director of the Division/Center, 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 Director of the Division/Center. 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 level. If the Association is not satisfied with the decision at Step II, the Association may present the grievance in writing to the President of the University within five (5) university days after receiving the decision from the Provost. The President, or a designee not hearing the grievance at Steps I or II, will meet with the grievant and hear the grievance within ten (10) university days. The grievant is entitled to representation by the Association at this meeting. The President will render a decision in writing to the Association within ten (10) university days of the hearing.

4. General Provisions as to Grievances

- a. Failure by the administration to communicate a decision on a grievance at any step short of arbitration within the stated time limits, including any extensions thereof, shall be deemed agreement to grant the remedy sought. Failure by the Association to proceed to the next step within the stated time limits, including any extension thereof, shall be deemed an acceptance of the decision rendered at that step.
- b. Neither the University nor the Association shall take reprisals against any member for participating in a grievance procedure.

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

1. If the grievance is not resolved at the President's level, the Association may, within thirty (30) university days of the receipt of the written response from the President's office, request mediation (see E.2 below) or submit the issue to arbitration. Any demand for arbitration shall be in writing, shall specify the issue in detail, and shall be sent by certified mail to the President and the Employment Relations Board. The arbitrator shall be chosen pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association or from a list of five (5) arbitrators obtained from the Oregon Employment Relations Board.
2. The parties may mutually agree in writing to submit the issue to mediation through the Oregon Employment Relations Board. Agreement to do this must be made in writing by both parties within thirty (30) university days of the receipt by the Association of the decision at the President's level. During the period in which mediation is requested and occurring, the timeline for submission for arbitration is suspended. If mediation fails to resolve the issue, the Association may submit the issue for arbitration within thirty (30) university days of the last mediation session or written communication by the mediator, whichever comes last, using the process described in E.1 above.

3. The arbitration hearing shall be conducted pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.
4. The parties shall share the arbitrator's fees and other expenses, including the preparation of a transcript, equally. Expenses of witnesses, if any shall be borne by the party calling the witness.
5. Authority of the Arbitrator
  - a. The arbitrator shall neither add to, subtract from, nor modify the terms of this Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation of this Agreement and to whether procedural steps in matters of appointment, reappointment, and promotion have been followed. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted.
  - b. In cases involving the exercise of "academic judgment," the arbitrator shall not substitute personal judgment for that of the official making such judgment, but shall confine the determination to whether procedural steps have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall direct that the appropriate official in accordance with relevant procedural steps reconsider the matter.
  - c. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.
6. The arbitrator shall hold the hearing within fifteen (15) university days of acceptance of the selection or as soon thereafter as practicable, and shall issue a decision within thirty (30) university days of the hearing unless additional time is agreed to by both the parties.
7. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than forty (40) university days before the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.
8. The award of the arbitrator shall be final and binding upon "OSBHE," the Association and the Grievant(s) involved to the extent permitted by and in accordance with applicable law and the Article.

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

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

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

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

1. When this Service is Appropriate

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

When the issue involves a tangible employment action, the administrator involved shall notify the faculty member of his/her right to be accompanied by an APSOU approved representative. A minimum notice of three (3) university days will be given prior to the scheduled date of the meeting unless otherwise mutually agreed upon.

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

## 2. Protocol

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

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# Article 19. WORKING CONDITIONS

## Section A, Workload.

### 1. General Duties

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

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

### 2. Expectations

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

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

### 3. Course Assignment and Loading

a. The typical course assignment for a full-time (1.0 FTE) professorial faculty member is 36 equated load units (ELU) per academic year or an average of 12 ELU per term; the typical course assignment for a full-time (1.0 FTE) professional faculty member is 44-45 ELU per academic year with a range of 12-16 ELU per term. The Director(s) and AVP for Curricular Management, in consultation with program faculty, will determine the loading assigned to individual courses.

b. One (1) ELU is equated to approximately 5.5% of a faculty member's workload (the efforts strictly associated with instruction: preparation, direct instruction, assessment, and student contacts outside of class (office hours, appointments, email, etc.)). Thus,

(1) A typical professorial faculty member teaches 12 ELU, which equates to at least 66% of his/her workload and a typical professional faculty member teaches 15 ELU, which equates to at least 83% of his/her workload.

(2) The balance of a faculty member's load is composed of service and scholarship activities, including professional development.

(3) When a faculty member and his/her immediate supervisor agree, the percentage of time dedicated to teaching, service and/or scholarship may be adjusted.

c. This section contains guidelines for assigning appropriate ELU for faculty instructional effort. These guidelines cover typical course situations. However, these must be viewed as guidelines and not dictates due to the variety of instructional settings and pedagogical approaches requiring different levels of development, support, and maintenance. The Director(s) and AVP for Curricular Management, in consultation with program faculty, will determine the ELU associated with each course. Deviations from the guidelines may be recommended by the Director and approved by the AVP for Curricular Management based upon the type of instruction involved, as well as the needs of the program or institution.

d. Normally ELU associated with a course will be as follows:

- One ELU per contact hour of lecture, recitation, discussion, etc.
- Two ELU per three contact hours of laboratory, studio, etc.

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

e. Course Development:

When program or institutional needs require development of new courses or preparations, major redesigns of existing courses, or preparation for laboratory/studio or online/hybrid courses that

justify an unusual amount of extra research and/or preparation, ELU (teaching release) may be assigned. Release for course development is not automatic, but shall be determined by the Director(s) in consultation with the AVP for Curricular Management. Any ELU assigned shall be proportional to the anticipated additional effort required (the equivalent of 20-30 hours of effort per ELU if substituted for a course cancellation, 25-30 hours of effort per ELU otherwise, spread over the course of a term).

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

Sections will be loaded at 1/5-1/10th of the normal ELU per student for up to the normal ELU.

- g. Low enrollment courses:

Courses are subject to cancellation when enrollments fall below 10. If it is necessary to offer a low enrolled course, sections with fewer than ten students shall be loaded at 1/10th of the normal ELU per student. For example, if a course is normally loaded at 4 ELU, then a low enrolled section will be loaded at 4 ELU for ten or more students, 2 ELU for five students, .8 ELU for two students, etc. Fractional ELU are possible.

- h. High instructional demand courses:

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

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

Assigning additional ELU for high demand courses is not automatic, but shall be determined by the Director in consultation with the AVP for Curricular Management. Any additional ELU awarded shall be proportional to the anticipated additional effort required (the equivalent of 20-30 hours of effort per ELU if substituted for a course cancellation, 25-30 hours of effort per ELU otherwise, spread over the course of a term).

- i. Team-taught courses:

Involvement of more than one faculty member in instruction and evaluation can take two extremes (fully integrated versus fully modularized). To the extent that a course exhibits characteristics of both a modularized and integrated format, they shall be loaded at an appropriate balance between the two extremes described below. Loading in all cases shall reflect effort.

- (1) Fully integrated: These courses require a high level of coordination among instructors and that all instructors must be present and involved in the majority of the class sessions (e.g. interdisciplinary courses). This method of instruction involves significant effort from all parties. Each faculty member may be awarded up to the normal ELU associated with the course for his/her participation in the delivery of that course.

- (2) Completely modularized: In these courses, each instructor teaches one or more segments or modules that are not necessarily connected to other modules. In this instance, loading would be directly related to time (e.g., one-third of a 3-credit course would be one ELU).

4. Other Assignments that may include the assigning of ELU

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

Assigning additional ELU for scholarly activities is not automatic, but shall be determined by the Director in consultation with the AVP for Curricular Management. Any additional ELU awarded shall be proportional to the anticipated additional effort required (the equivalent of 20-30 hours of effort per ELU if substituted for a course cancellation, 25-30 hours of effort per ELU otherwise, spread over the course of a term).

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

Assigning additional ELU for service activities is not automatic, but shall be determined by the Director in consultation with the AVP for Curricular Management. Any additional ELU awarded shall be proportional to the anticipated additional effort required (the equivalent of 20-30 hours of effort per ELU if substituted for a course cancellation, 25-30 hours of effort per ELU otherwise, spread over the course of a term).

5. Overall

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

(1) Overloads:

Overloads add to a faculty member's "bank balance." However, faculty may accumulate a maximum of six (6) ELU. Faculty members withdraw positive balances in the form of future course release. Release may not be taken at any time, but must be integrated into the program's planning and shall be accommodated in a timely manner. On rare occasions, the situation may necessitate monetarily compensating a faculty member in the term it is earned rather than banking the overload. When a program cannot accommodate

withdrawals in a timely manner, faculty may cash out up to 6 ELU per year at the adjunct rate. In this case, the associated ELU is not added to his/her balance.

(2) Underloads:

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

**Section B, Working Environment.**

1. General

The University is committed to providing a safe and functional working environment that enables faculty to carry out their duties as described in section A. Further, the University recognizes the existence and importance of family and personal responsibilities and works with faculty members to respond to these needs. For information on workplace flexibility please see the Office of Human Resources web site at: <http://www.sou.edu/hrs/workplace-flexibility.html>.

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 Director, 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 program's support staff is absent for an extended period of time, thus adversely affecting the program's operations, the University will provide assistance during such absence. Requests for such help will be made by the Director and forwarded to the AVP for Curricular Management 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, affiliate, and visiting 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 with terminal degree (or its professional equivalent for certain adjunct appointments) who have assignments that include significant mentoring and advising responsibilities and a significant measure of responsibility for graduate education. Lecturer assignments may also include upper division instruction.

c. Appointment Types:

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

(2) Fixed term appointments (normally one-year) are used when there is a clear expectation of a full or part-time position being needed during successive terms in an academic year. ELU may fluctuate from term to term, but must total the correct amount for the faculty member's rank.

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

2. Recognition

The efforts of temporary faculty members should be recognized for their contributions to the University and their performance should be regularly evaluated. Temporary faculty members should be encouraged to participate actively in the life of whichever programs 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. ACADEMIC REGALIA**

The parties agree that divisions, 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 division services and supplies budget, as funds are available.

**Article 21. 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 22. 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, agree that the other shall not be obligated to bargain collectively on any subject or matter covered by this Agreement unless by mutual agreement of both parties.

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### **Article 23. SEPARABILITY**

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

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### **Article 24. NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purposes of negotiating a successor Agreement, APSOU and the University will meet between April 1, 2015, and June 30, 2015, 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.

The terms of the 2013-15 CBA remain in effect until the completion of bargaining the successor agreement or until the dispute resolution procedures governing negotiations described in ORS 243.712-ORS 243.726 are completed.

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### **Article 25. COPIES OF AGREEMENT**

Within twenty (20) university days of the signing of this Agreement, the University will provide APSOU with a signed copy of the Agreement. APSOU will make an electronic copy available to all members. The University will also post an electronic copy on the Provost's webpage.

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## Article 26. 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, 2015.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

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Mary Cullinan, President

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Sherry Ettlich, Chief Negotiator, Professor of Mathematics

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James Klein, Provost and Vice President for Academic and Student Affairs

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David Carter, Associate Professor of Criminology & Criminal Justice

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Craig Morris, Vice President for Finance and Administration

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Katie Pittman, Associate Professor of Business

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Brian Caufield, OUS Chief Labor Negotiator

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Kevin Sahr, Professor of Computer Science

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Jay Stephens, Director of Human Resources

---

Kemble Yates, Professor of Mathematics

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Steve Thorpe, Interim Dean of Education

---

Susan Walsh, Associate Provost

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

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Jay Kenton, Vice Chancellor, Finance &  
Administration

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Date

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

**February 14, 2014**

The University and the Association agree that the faculty will participate in furlough days during the 2014-15 academic year along with administrative staff to temporarily reduce compensation costs as follows:

- The base salary calculated on September 16, 2014 shall be temporarily reduced by the equivalent of three furlough days (1.54%).
- 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 reduced.
- The furlough days shall occur on three instructional days during the 2014-15 academic year to be agreed upon by the University and the Association no later than April 15, 2014.
- Under no circumstances does this agreement authorize the University to extend faculty furloughs beyond the three agreed upon days during the 2014-15 academic year.

FOR THE UNIVERSITY:

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James Klein, Provost

FOR THE ASSOCIATION:

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Sherry Ettlich, Chief Negotiator

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

**February 14, 2014**

The University and the Association agree that should the Faculty Senate implement the Professor of Practice ranks, these individuals would be compensated at the same rates as Professor ranks, including the \$2000 reduction for lack of terminal degree.

FOR THE UNIVERSITY:

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Brian Caufield, OUS Chief Labor Negotiator

FOR THE ASSOCIATION:

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Sherry Ettlich, Chief Negotiator

**LETTER OF AGREEMENT**  
**between**  
**Southern Oregon University**  
**and**  
**The Association of Professors, Southern Oregon University**

**October 21, 2013**

The 2013-15 CBA provides additional flexibility to introduce differential loading in Article 19, Section A, item 3b, copied below.

- b. One (1) ELU is equated to approximately 5.5% of a faculty member's workload (the efforts strictly associated with instruction: preparation, direct instruction, assessment, and student contacts outside of class (office hours, appointments, email, etc.)). Thus,
  - (3) A typical professorial faculty member teaches 12 ELU, which equates to at least 66% of his/her workload and a typical professional faculty member teaches 15 ELU, which equates to at least 83% of his/her workload.
  - (4) The balance of a faculty member's load is composed of service and scholarship activities, including professional development.
  - (5) When a faculty member and his/her immediate supervisor agree, the percentage of time dedicated to teaching, service and/or scholarship may be adjusted.

The University and the Association agree that item (4) needs additional clarification such as, minimum expectations (percentage of effort) for work in areas such as academic advising and other program service, university and/or professional service, scholarship, and professional development activities related to a faculty member's instructional efforts, scholarly endeavors, and/or service commitments.

To this end, the administration shall form a task force charged with examining the question of how to quantify percentages of effort expected in non-instructional areas (either minimums or ranges). The final recommendation shall propose a straightforward system that documents faculty choices via FPAPs/FPARs and (1) allows faculty flexibility and choice from year to year, (2) supports faculty progress toward promotion and tenure, and (3) considers possible differentiation by rank/position.

The task force shall be appointed no later than December 1, 2014, to allow at least two full academic terms to conduct their work. The final report of the task force shall include recommendations for additional clarification to be added to the 2015-17 CBA and shall be completed no later than June 15, 2015.

The task force shall include three faculty members appointed by the APSOU Board, three faculty members appointed by the Faculty Senate, and at least one administrator (up to three members) appointed by the administration.

FOR THE UNIVERSITY:

\_\_\_\_\_  
James Klein, Provost

FOR THE ASSOCIATION:

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