

OREGON TECH
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
FINAL OFFER

Section 3. Communication.

An OT-AAUP designated representative shall be given thirty (30) minutes during new employee orientation to meet with new bargaining unit members. If a new employee orientation is not held, an OT-AAUP designated representative shall be allowed (n)4etat

12. Effective date of current title and rank
13. Job start and end date as listed on current notice of appointment
14. First date of university employment
15. Contract Length (9 or 12 months, etc.)
16. FTE
17. Contract type - tenure, tenure-track, non-tenure track, and any instructional summer contract if applicable
18. Annual base salary
19. Assigned workload units for each academic term
20. Geographical stipend, if applicable
21. Other stipends, listing amount
22. Estimate of annual retirement benefits
23. Estimate of annual health care contributions the employee makes
24. Estimate of annual health care contributions the employer makes on behalf of employee
25. Job status (e.g., active or on leaves)

The following reports shall be provided in electronic format by the Office of the Provost to OT-AAUP once annually and at no cost to OT-AAUP:

1. A list of all promotion and tenure decisions that have not been appealed, within sixty (60) calendar days of the notification to the bargaining unit member that they have been approved or denied promotion or tenure.
1. Detailed annual, Board-adopted, all funds budget shall be provided within fourteen (14) calendar days of such being entered into the financial system.
1. A report of the aggregate and detailed report of General and Auxiliary funds expenditures allocated in the previous fiscal year shall be provided within fourteen (14) calendar days of the close of period 14 of the fiscal year.
1. Faculty staffing report on or before September 1st to include the previous academic year's non-renewable yearlong appointments including instructor's name, assigned department(s), number of years in appointment.
1. By June 30th of each academic year, the following should also be provided:
 - a. An annual statement on the status of current relinquishments (such as tenure or job title) including relinquishment of benefits;
 - b. Data and calculations governing release time for the previous academic year (including rhmee o (g)-2 (n)10 (e)-3 (d d)10 (e)-39r73 0 Td()Tj/TT11 (ar)7 ye*.29 Td(b.)Tj/TT2 1 Tf (in,T1Tc (i)3.(r)ol of-4 (r)Dl ace f ac prey (e)1(r)7 (n)4 (i)3 (n)4erbens<</./MCabbrn5.24 0 Td()Tj

1. Total Merit Increases from the time of hire shall be recorded separately from base salary from now on and provided once per year upon request.

Section 5. Service to the Association

Work that OT-AAUP members do in connection with the Association shall count as professional service.

ARTICLE [X]. MANAGEMENT RIGHTS

Purpose.

Except as abridged by this Agreement, Oregon Tech the Employer 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 policies and procedures of the Board of Trustees of Oregon Institute of Technology.

Section 1. Employer Exclusive Rights.

- a) determine the mission of the university, its organizational and administrative structure, and the methods and means, and take actions necessary to fulfill that mission;
- b) determine the financial policy of the university, adopt and amend budgets, and make budgetary allocations and reallocations affecting the university as a whole or any of its divisions, departments or units;
- c) establish qualifications for appointments, reappointments, promotions, transfers, and awards of tenure
- d) determine the appointment fractions, duration of employment, and terms and conditions of employment upon appointment, reappointment, promotion, transfer, and awards of tenure for all bargaining unit members;
- e) determine the number of bargaining unit members to be appointed, reappointed, promoted, transferred, and awarded tenure;
- f) determine, assign, schedule, and direct the type and amount of work to be performed by bargaining unit members, including

ARTICLE [X]. NO STRIKE, NO LOCKOUT

Section 1. No Strike.

Neither party shall strike or engage in a lockout of the other party.

ARTICLE [X]. NOTICES OF APPOINTMENT

Section 1. Description.

Oregon Tech shall provide each bargaining unit faculty member with a written, by email (with read receipt requested, in pdf format), via secure link, or by mail, Notice of Appointment, signed by the president, at the time of hire and at each contract renewal, no later than August 15 of every year, to include, but not be limited to, the following:

- i. Type of appointment and Rank
- ii. The dates of Appointment
- iii. Annual FTE
- iv. Annual Base Salary Rate and appointment salary (based on FTE), including annual stipends (like geographic stipend), additional pay or special conditions
- v. Assigned department(s) and campus location, including online
- vi. And the following statement:

This position is subject to a collective bargaining agreement ("CBA") between Oregon Tech and the Association, OT-AAUP (see this link: _____) and all Notices of Appointment and individual agreements regarding your terms and conditions of employment prior to the effective date of the CBA are considered void. Only the terms and conditions set forth in this Notice of Appointment and the current CBA govern your employment at Oregon Tech.

The faculty member shall be provided written information concerning duties, responsibilities, and institutional expectations. Such written information shall be provided with the initial notice of appointment and whenever significant changes occur.

Bargaining unit members shall have an opportunity to review their Notice of Appointment and clarify inconsistencies, omissions or errors with the Office of Human Resources or the Office of the Provost within the first term of their effective starting date of appointment.

A bargaining unit faculty member who does not receive notice and continues to work under the terms and conditions of the expiring appointment after the

initial appointment is for a period of multiple years, their renewal notice shall be for that same period, unless modified by promotion decisions.

A department's intent to not re-appoint a non-tenure track faculty for the following academic year shall be communicated to the faculty member by November 30th. If a faculty member is not offered re-appointment, the department chair and the faculty member shall discuss, at the member's option, whether other opportunities exist for them based on their qualifications (within or outside of their

ARTICLE [X]. SUCCESSOR AND TERM OF AGREEMENT

Effective upon ratification of the contract by both parties, this Agreement shall cover the term from _____ through June 30, 2024.

For the purpose of negotiating a successor agreement, either Party may give written notice to the

3. Possession or use of explosives, dangerous chemicals, or other dangerous weapons or instrumentalities on Oregon Tech owned or controlled property, unless authorized by law, Board, or Oregon Tech rules or policies;

4. Detention or physical abuse of any person or conduct intended to threaten imminent bodily harm or endanger the health of any person on any Oregon Tech owned or controlled property

6.13

d. Some allegations against bargaining members must be investigated in accordance with applicable laws and associated guidelines (e.g. Title VII, Title IX and Mandatory Reporting of Abuse of Minors), and in those cases, the procedures and standards relating to the investigation and disciplinary action, if any, of this Article shall be preempted by those laws and associated guidelines.

This Article shall apply to all other situations which may require disciplinary action of a bargaining unit member.

Failure to follow published procedures and standards regarding allegations investigated under this section shall be grievable under Article [X] on Grievances.

Section 3. Definitions and Procedures.

In order to be considered disciplinary in nature and grievable under Article []: Grievances, Oregon Tech must expressly identify an action as disciplinary. Annual Performance Evaluations, Promotion and Tenure determinations, and compensation decisions are not considered disciplinary.

Disciplinary actions may include, but are not limited to: oral reprimand with notation to file, written reprimand, and actions more severe than written reprimand (such as temporary suspension from the assignment for which they are failing to meet professional obligations, suspension without pay, and discharge). In determining whether or not to impose discipline and the severity of such discipline, Oregon Tech shall consider the faculty member's prior conduct, and disciplinary record.

a. A written letter of reprimand may be imposed by an administrative supervisor if that individual believes there is just cause to support the action. This action shall be imposed within sixty (60) calendar days of the administrative supervisor's knowledge of the condition on which the action is based. The written reprimand will outline the disciplinary cause, as defined under Section 2 of this article, expectations for future behavior or performance, any suggested or required remedial activities that the bargaining unit member must undertake, a notation that a failure by the bargaining unit member to address concerns raised by the written reprimand may form the basis of a subsequent disciplinary action, and a notation that this disciplinary action is subject to processes

ARTICLE [X]. RETRENCHMENT AND PROGRAM REDUCTION OR ELIMINATION

Section 1. General Provisions.

Oregon Tech is a complex, polytechnic university offering an array of applied and professional programs. As such, it is necessary for Oregon Tech to adjust staff and academic programs to align with changing industry, student, and market demand as well as adjusting programs due to financial conditions and constraints.

Therefore, this Article addresses the rights and obligations of both Oregon Tech and the Association when program review, retrenchment and financial exigency may occur at Oregon Tech.

Section 2. Definitions.

As used in this Article:

“Financial exigency” means that the Employer (Oregon Tech) is unable to provide a minimum level of operations necessary to offer educational programs to its students. Financial exigency must affect all university operations and be demonstrable.

“Program” constitutes any academic unit performing a service on behalf of the educational mission of the university, including but not limited to academic departments, academic programs, undergraduate and graduate degrees, minors, certificates, Honors program, dual credit program (Advance Credit Program and other High School related programs), online degrees or certificates, continuing education “badges”, library, research programs, general education, or anything delivered under the academic branch of the university, in the spirit of being educational to those being served.

“Retrenchment” means the layoff of a bargaining unit member (faculty) under conditions of financial exigency or program reduction or program elimination.

Section 3. Demonstrable Need for Financial Exigency.

Should the President of Oregon Tech anticipate a declaration of financial exigency and anticipate the need for retrenchment of bargaining unit members, the President shall:

- i. Notify, in writing, the OT-AAUP President and Vice-President of the possibility of declaring financial exigency as soon as possible, but no later than 180 calendar days of making such a determination;
- ii. Provide OT-AAUP within ten (10) business days of such notification, access to data and any other information used to make such determination. In sharing with OT-AAUP the data on which this anticipated declaration is to be made the format of the data should be electronic if possible, or in its current form, whatever that may be; access to the data is also an acceptable format; OT-AAUP is allowed to continue access to data for analysis for at least fifteen (15) business days of being given access to it;
- iii. Provide OT-AAUP opportunities to make additional requests for data or other information relevant to deciding financial exigency, within 20 business days of receiving access to data referenced in (ii) above.

Section 4. Process for Declaring Financial Exigency.

The President of Oregon Tech and the President of OT-AAUP shall convene a committee to formalize recommendations for declaring financial exigency or recommend against the declaration of a financial exigency. Within thirty (30) calendar days of receiving the information in Section 3 (iii), the university President and OT-AAUP President will each nominate three members to this Committee.

The Committee shall make recommendations to the university President and OT-AAUP President based on the mission of the university, the long-term financial health of the institution, and various opportunities for stabilizing the operations of the university as a whole. Specific recommendations may include, but are not limited to, venues for raising funds, redistribution of funds as deemed necessary, or cutting expenses broadly across academic and non-academic units in an effort to ensure the viability of the institution. The Committee shall make these recommendations within sixty (60) calendar days of convening.

The university President shall submit to the Board of Trustees the recommendations of the Committee and her or his recommendations in regard to declaring financial exigency.

The Board of Trustees shall make the final determination whether to declare financial exigency or not.

Section 5. Implementation of Retrenchment

The Employer shall act in good faith when considering retrenchment (layoffs) of bargaining unit members; whenever possible, alternatives shall be used to alleviate retrenchment.

The Employer shall retrench bargaining unit members by rank in inverse order of seniority within the department or unit identified for retrenchment. Seniority shall be calculated from the earliest date of continuous employment with Oregon Tech. Leaves with pay (like sabbaticals) shall count towards years of service when calculating seniority.

Periods of continuous employment while a member is not a bargaining unit member shall count towards years of service for seniority. Examples are employment of bargaining unit members as

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their appropriate leadership (respective department chairs, or deans), with equal representation by each constituency (with a total of at least 6 but no more than 12 members of PREC being appointed equally by the Provost and the Association's President, with some of the Provost's appointees being faculty).

Any determination of a demonstrable need for program reduction or elimination shall be consistent with institutional goals and needs. PREC shall be organized so that there is a Chair of PREC, elected by committee members, as follows:

ARTICLE [X]. FACULTY PROFESSIONAL DEVELOPMENT

Section 1. General.

Oregon Tech agrees to support professional development of bargaining unit members by allowing for the reasonable absence from assigned duties to participate in professional development activities, provided that the bargaining unit member requests and receives approval for such absence from their department chairs or appropriate administrative officer in advance.

Section 2. Professional Development Funds Allocation and Use

Oregon Tech will establish a pool of funds to promote the professional development of bargaining unit members. The availability of professional development funds is budget-dependent and amounts may vary from year to year, but in no manner shall the funds be reduced below the stated yearly amount without a declared budget reduction and corresponding reductions in S&S accounts in all departments. Based on the discretion of the Dean, each academic department shall be allocated, no later than the start of the academic year, a professional development fund (PDF) to support faculty. Such allocations should keep in mind the higher cost of travel for Klamath Falls bargaining unit members.

Beginning September 15th, 2021, and no later than the start of each academic year thereafter, each PDF will be credited as follows:

\$250,000 (Academic Year 21-22)

\$262,000 (Academic Year 22-23)

\$275,000 (Academic Year 23-24)

24)

sabbatical leave or repay the salary provided pursuant to Section 7, below. Sabbatical leave must begin and end with an academic term.

Section 3. Decision and Preference.

The Department Chair or appropriate administrative officer, in consultation with the Dean, shall discuss a plan to cover the duties of the bargaining unit members during the term of the requested sabbatical. If a plan is developed after such consultation, it shall be submitted to the Provost, along with the application for sabbatical leave, for final decision. If a plan is unable to be developed, the application shall not be forwarded to the Provost's Office for further review. A committee, comprising the academic deans, two of four tenured faculty members nominated by the Faculty Senate, and one provost faculty appointee who will serve as committee chair, will be charged by the Provost to provide recommendations to the provost for sabbatical leave. Approval of sabbatical leave proposals and the number of sabbatical leave proposals shall be limited to the number of sabbatical leave proposals and the number of sabbatical leave proposals.

The base salary rate for a bargaining unit faculty granted sabbatical shall be determined using the annual salary rate in effect at the time when the leave begins.

Bargaining members on sabbatical shall be eligible for all compensation adjustments.

Section 5. Sabbatical Benefits.

All benefits will continue to be paid as usual during a sabbatical leave. If alternative insurance is required to cover a bargaining unit faculty member during the period of sabbatical leave (due to international travel, etc.), Oregon Tech shall pay the equivalent amount toward that insurance as would otherwise be paid toward PEBB insurance. Any difference in the amount required for an alternative health insurance shall be paid by the bargaining unit member.

Section 6. Sabbatical Leave Reports.

After returning from sabbatical leave, the bargaining unit faculty member must submit a written report of the accomplishments and benefits resulting from the leave, aligned to applicant's intended sabbatical goals and objectives. This report is needed both for the record and as a justification of the value of the sabbatical leave program. The report is to be filed with the Provost, with a copy to the Department Chair and the Dean, within the timeline specified in the application.

Section 7. Obligation to Return.

salaries to a reasonable degree, provided such supplements align with the goals of the approved sabbatical, and provided it is approved in writing by the Provost or designee.

ARTICLE [X]. OUTSIDE ACTIVITY

Section 1.

The Provost reserves the sole and exclusive right to approve or deny a bargaining unit member's performance of any current or future paid activity outside the University and shall do so within fourteen (14) calendar days of receipt of the recommendation from the Dean. A denial may be appealed to the President within seven (7) calendar days, who shall issue a final decision within fourteen (14) calendar days from receipt of the appeal. The Provost's initial decision and the President's final decision are not subject to the grievance process under this Agreement.

If a bargaining unit member's request is denied by the Provost and not appealed, or denied by the President after appeal, the bargaining unit member must cease the outside activity within fourteen (14) calendar days from the final decision and send written notification of cessation to the bargaining unit member's Dean and Provost.

An approval is valid for twelve (12) calendar months or until the scope or employment commitment of the approved paid activity outside the University changes, whichever is earlier. In either case (expiration of the time period or a change), an approval is required before the activity can continue.

Failure to receive approval for the performance of any initial, change in, or renewal of a paid activity outside the University may result in discipline, up to and including termination of employment, by the University.

Section 5.

If approved, the bargaining unit member must make it clear that in the performance of the paid or unpaid activity outside the University the bargaining unit member is acting in an individual capacity and does not speak, write, or act in the name of the University or directly represent it. Thus, the bargaining unit member may not list their university telephone number, address, or email in commercial listings or other public documents, the purpose of which is to draw attention to the individual's availability for compensated or uncompensated service.

Furthermore, the performance of a paid or unpaid activity outside the University must not involve the use of the University name, logo, letterhead, property, facilities, equipment, or services.

ARTICLE [X]. HEALTH AND RETIREMENT BENEFITS

Section 1. Definitions.

For purposes of this Article, the following definitions apply:

A. **Employer Core Benefits.** The definition of Oregon Tech's Core Benefits includes health, dental, basic vision and basic life insurance. These benefits are administered by the Public Employees Benefit Board (PEBB).

B. **Eligibility.** Bargaining unit members are eligible for medical, dental, basic vision and basic life insurance if members are at least .50 FTE on an appointment of ninety (90) days or longer.

C. **Enrollment.** New bargaining unit members enroll for benefits within thirty (30) days of date of hire. Coverage is effective the first day of the calendar month following the submission of enrollment forms.

D. **Opt-Out.** A bargaining unit member may choose to opt out of one or more core benefits coverage, according to PEBB rules. When opting out of a core benefit the bargaining unit member may receive a portion of the monthly benefit amount as taxable income as determined by PEBB.

Section 2. Employer Contributions.

Bargaining unit members may participate in Public Employees Retirement System (PERS), the Oregon Public Service Retirement Plan (OPSRP), the Optional Retirement Plan (ORP), the Tax-Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan 457 as set forth by Oregon law and plan documents.

Oregon Tech will make contributions to the Public Employees Retirement System, Oregon Public Service Retirement Plan, and the Optional Retirement Plan, as required by law and plan documents. In addition, the Employer will make the contributions to the Individual Account Program required for employees (6% under current law) to the extent not prohibited by law.

Section 4. Salary Increase in Place of Employee Pick Up.

If Oregon Tech is prohibited by law from continuing to make the employee contribution ("employee pick up") for any bargaining unit member and the legal obligation requiring bargaining unit members to contribute 6% to their retirement plan remains, Oregon Tech will increase the affected bargaining unit member's salary by 6%, to the extent permitted by law.

If the State Legislature or the Higher Education Coordinating Commission reduces Oregon Tech's state allocations as a direct result of a legal prohibition on paying the employee pick up, Oregon Tech's obligation to increase salary for bargaining unit members, excluding those Tier Four ORP participants who receive an Employer Match Contribution in lieu of an employer-

Quantifying Service

For service duties whose work occurs primarily in meetings, workload shall be calculated based on approximate meeting hours per year. For service duties whose work occurs primarily outside of meetings, workload shall be calculated based on approximate hours of work per year. In either case, WLU correspond to the non-instructional workload formula above, where 10 hours of non-instructional work = 1.0 WLU. Additionally, in recognition that chairing a committee creates additional workload, chairing a committee shall count as an additional 0.1 WLU per meeting (that is, an extra hour of work for every meeting).

To ensure institutional equity in workload assignments, major university-wide service shall be divided into three categories: high-commitment service (> 20 hours per year), mid-commitment service (10-20 hours per year), low-commitment service (< 10 hours per year).

In addition to major university-side service, other non-instructional duties as assigned by a department and according to departmental needs shall be calculated according to the non-instructional workload formula. Department chairs shall justify their classification of departmental service workload in their annual workload reports. This list shall be revisited each June by departments and OT-AAUP.

Student advising workload shall follow the non-instructional workload formula, where 10 hours of work = 1 WLU. That formula shall be applied specifically to advising in the following way.

- < 15 students = 0.25 WLU/quarter
- 15-29 students = 0.5 WLU/quarter
- 30-45 students = 1.0 WLU/quarter
- 46-60 students = 1.5 WLU/quarter
- >60 students = 2.0 WLU/quarter

Service work in the form of program director shall receive a minimum of 3 WLU per term. Other departmental service such as program assessment, scheduling, advising coordinator, retention and recruitment coordinator, shall receive commensurate recognition of work according to the workload formula in this section.

Quantifying Professional Development.

be justified in both the annual Faculty Objectives Plan and in the department's annual workload reports.

Section 6. Commitment to Maintaining Full FTE

In the event of course cancellation for insufficient enrollment, Oregon Tech will work with the affected faculty member to determine if it is possible to replace the course assignment with an equivalent course assignment within the same appointment period and academic year. If it is not possible to replace the course assignment within the same appointment period and academic year, the department may provide an equivalent, alternative non-instructional assignment consistent with the department's workload policy needs. Examples of such work include but are not limited to the following: student research; advising; determining course equivalencies for transfer credit; assessment projects; curriculum development; recruiting. The equivalent, alternative assignment must be assigned and realistically completed during the same term the cancelled course was scheduled.

Section 7. Overload

Any work—instructional or non-instructional—performed by faculty members beyond their 39 WLU full-time workload shall be considered overload. In recognition that overload work is work outside of a faculty member's regular annual contract, performing instructional or non-instructional work outside of 39 WLUs (i.e., workload of 40 WLUs or above) shall never be mandatory and shall always be compensated.

No faculty member shall be forced to take on overload work; overload must always be voluntary. Hybrid, remote or online courses shall be loaded equivalently to face-to-face/traditionally delivered courses. All other loading procedures in this Article shall apply.

Section 8. Determination of Course Caps

Course caps (maximum number of students) shall be determined in consultation with departmental faculty, and these caps shall be based primarily on established disciplinary and pedagogical best practices. Course caps shall be clearly communicated to bargaining unit members at least at the time of course scheduling or earlier, whenever possible.

bargaining unit members shall establish and maintain a minimum of five (5) scheduled or by appointment student consultation hours per week outside of class, each term they are teaching. Those bargaining unit members with less than full-time appointments shall establish minimum consultation hours in proportion to their part-time appointment.

(B). Each

ARTICLE [X]. COMPENSATION

Section 1: Purpose

The compensation article will detail the guidelines and procedures for the provision of salaries provided by Oregon Tech to members of the Association. This article will dictate the procedures for identification of comparators for salary floor calculation and provide calculations of salaries at each rank within each of the academic disciplines in order to avoid wage compression. Furthermore, this article will detail adjustments and additions to base salary for the provision of additional education, training, or experience, as well as additional compensation for potential merit-based adjustments and other salary related topics.

Section 2: Identification and Data for Comparators

Due to the unique and diverse makeup of Oregon Tech, there is no individual [group of comparators that would enable a direct comparison of salaries and non-salary benefits for the purposes of salary identification. Rather than determining specific subsets, salary floors will be calculated as percentages based on data from the 2020 CUfPA Annual Report for Faculty in Higher Education and the 2020 Professionals in Higher Education Annual Report from CUfPA or the most current version of these reports. For the purposes of comparison, the [group of Tenure-track Faculty at Baccalaureate Institutions at the 2 digit CIP level has been chosen. CUPA year end reports will be provided by Oregon Tech yearly for salary update and review by OT-AAUP.

Section 3: Year 1: Base Salary Computation and Levels

a.) Disciplinary Codes

For faculty subsets excluding library faculty, disciplinary codes (CIP) are assigned based on their academic department/assignment. Departmental comparisons for salary calculation are dependent on the assigned CIP codes. The Classification of Instructional Programs (CIP) codes provide a "taxonomic scheme" developed by the U.S. Department of Education's National Center for Educational Statistics. A complete listing of CIP codes is provided

<https://nces.ed.gov/ipeds/cipcode/browse.aspx?y=56>

CIP Codes for Oregon Tech Academic Departments

Department	CIP
Civil Engineering	14
Communication	09
Computer Systems Engineering Technology	14
Dental Hygiene	

Associate Professor: Add \$3,000

Professor: Add \$8000 (in addition to the \$3,000 if tenured and \$3,000 for associate professor)

Terminal degree: If the terminal degree is in a related or applicable field, value is as provided above. If a bargaining member has only a Master's degree where a terminal degree is a PhD, subtract \$1,000.

				\$63,43
14	\$	54,369	35	7
				\$63,75
15	\$	55,185	36	4
				\$64,07
16	\$	56,013	37	3
				\$64,39
17	\$	56,853	38	3
				\$64,71
18	\$	57,706	39	5
				\$65,03
19	\$	58,572	40	9
				\$65,36
20	\$	58,865	41	4

Section 4: Year 2 and after Base Salary Adjustments

a.) Maintenance

Comparator values will be changed yearly based on the CUPA Annual Report for Faculty in Higher Education and the Professionals in Higher Education Annual Report from CUPA. Salaries for all bargaining unit members will be proportionally adjusted based on changes to the average values reported by the yearly reports to CUPA (to the extent that the

d.) Promotion and Tenure

A tenure track bargaining unit member who is awarded tenure or promoted in academic rank shall receive an increase to their annual base salary on the effective date of the promotion, as follows:

Awarding of Tenure and Promotion to Associate Professor: \$6,000
Promotion to Full Professor: \$8,000

*If only Tenure or Promotion is awarded, the amount is: \$3,000

**Faculty who have already earned Tenure but have not been promoted to Associate Professor shall have the above added to their annual base salary for the next contract.

A non-tenure track bargaining unit member who is awarded promotion in academic rank shall receive an increase to their annual base salary on the effective date of the promotion, as follows:

Instructor without MS to Instructor with Master's Degree: \$3,500
Instructor to Senior Instructor 1: \$6,000
Senior Instructor 1 to Senior Instructor 2: \$8,000

If this adjustment does not move the bargaining unit member's annual base salary to at least the floor of the next rank within their discipline, the faculty shall have their base salary assigned to the floor of the next rank within their discipline.

The dollar amounts associated with promotion will be yearly adjusted upward based on 2.05% per year.

e.) Merit

1.) Bargaining unit members who had an appointment at Oregon Tech on or before February 15 of the previous calendar preceding the effective date of the previous increase, and met expectations in each category in their most recent APE shall be eligible to receive merit increases.

2.) Effective each January 1 (for 12-month appointments) and February 1 (for 9-month appointments) Oregon Tech will establish a university-wide salary pool equivalent to **0.6** % of the total salary pool of bargaining unit members. Eligible bargaining unit members, as defined in subsection B, above, shall receive a merit increase of at least 0.3%. No merit increase may exceed 0.9%.

43.) As of November 1 of each calendar year of this agreement, if the total revenue for the previous fiscal year falls by 5% or more, the parties agree that no merit pool will be allotted for that academic year.

f.) Retention and Equity

Nothing in this Article shall prevent Oregon Tech from making individual bargaining unit member salary increases, as needed, on a case-by-case basis, including retention increases or equity

With the approval of the Department Chair or Director, Dean, and Provost, a bargaining unit member relinquishing tenure may also enter into an agreement for up to three one-year fixed

Definition of overload is addressed in the article on workload. Workload per term will be calculated between the bargaining unit member and their supervisor to determine the amount of workload that is overload for that term and to meet annual FTE requirements. Compensation for overloads will

Sabbatical compensation will be as addressed in Article [x] on Sabbatical Leave. Faculty on sabbatical shall still be eligible for compensation adjustments due to market, promotion, and other increases during their time on sabbatical.

Section 7: Existing Compensation Agreements

Any agreements related to compensation made between Oregon Tech and individual bargaining unit members prior to the effective date of this Agreement are considered null and void and shall not continue beyond the effective date of this Agreement except as noted by this Agreement.

Section 8: Payment of Salary

Members of the Association may opt to be paid in 9 or 12 equal monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit except in the case of emergency or unless another method of payment is required by law or by mutual agreement. Corrections to monthly salary paychecks shall be implemented as soon as possible, but no more than 30 days from a bargaining unit member's notification to the Office of Payroll of payment errors. Payment options shall be agreed to with the affected faculty.

Section 9 Additional Topics

Individual adjustments and calculations for a first contract must be included within this documentation.

A. Geographic Adjustment Normalization

All bargaining unit members receiving a metro campus stipend will have the stipend separate from their base salary and included under a "stipend" category. Bargaining unit members who do not have this stipend currently and are eligible will be awarded the metro location stipend.

B. Non-regression of Wages

TENURE RELINQUISHMENT FORM

Name: _____ Date: _____

Present Rank: _____ Department: _____

I understand the Oregon Institute of Technology Tenure Relinquishment Policy (OIT 20-033) and request that I be authorized to relinquish my tenure as follows:

1. I agree to relinquish my indefinite tenure on _____ . (Date is to be no more than three years from the effective date of this request.)

2. My annual base salary will be increased by six percent during the period indicated below. Dates may not be retroactive.

In addition, I will be eligible to receive, during the period this agreement is in effect, all across-the-board adjustments provided by the Oregon Tech for faculty with fully satisfactory service. I will also be eligible for consideration for merit adjustments authorized by the Oregon Tech.

3. I understand that this termination agreement does not include an offer of any future employment at Oregon Tech. Future appointments with Oregon Tech will be contingent upon department need and available budgetary resources subject to approval of the Provost.

4. A reference to this letter will be included in my Notice of Appointment for contract year 20____ - 20____ (applicant may indicate one, two, or three consecutive years).

5. This agreement may be varied or terminated in the event of program reduction or financial exigency.

ATTACHMENT B

The Union's cost estimate is that the maximum cost over the proposed three-year term of the agreement will be \$5,113,047.

