

March 17, 2021

VIA ELECTRONIC MAIL TO:

emprel.board@oregon.gov

Steve Irvin, State Mediator

Oregon Employment Relations Board

528 Cottage St., NE Ste. 400

Salem, OR 97301

Re: Oregon Tech/OT-AAUP
ME-022-20

Dear Mr. Irvin:

This office represents Oregon Institute of Technology (“Oregon Tech”) in connection with first labor contract negotiations with Oregon Tech-American Association of University Professors.

Pursuant to Oregon Tech’s declaration of impasse filed March 10, enclosed please find Oregon Tech’s Final Offer and Cost Summary, copies of which are being simultaneously served on Cristina Negoita, OT-AAUP’s Chief Negotiator.

Many thanks,

Brian A. Caufield

Director, Labor Relations Services

/BAC

Encl.

cc: Oregon Tech (via email only)
Cristina Negoita, Ph.D. (via email only)

1
2 Article ____: Association Rights

3
4 This Article establishes the rights of the Association, OT-AAUP, including access to
5 university resources and information.

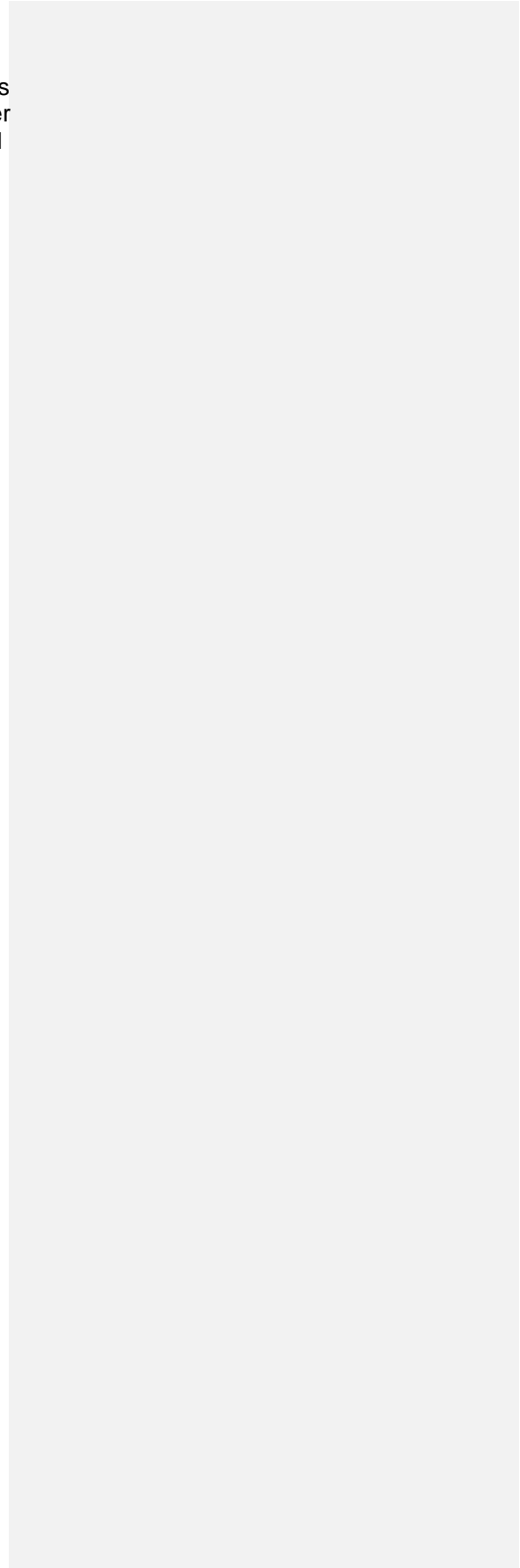
6
7 Section 1(A). No later than September 15 of each year, OTAAUP shall
8 inform Oregon Tech's Office of the Provost and Office of Human Resources in writing of
9 all elected or appointed OT-AAUP officials and alternates known in this Article as
designated representatives ~~who are~~ authorized to speak on behalf of OT-AAUP

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Tech has not picked up the Union's language "or appropriate supervisor" and proposes that such requests go through the Dean.

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- Commented [CB3]: Oregon Tech proposes this language in response to the Union's comment in its Disciplinary counter regarding a willingness to agree to the language in Section 1 of Oregon Tech's Disciplinary counter.
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Article ____: Academic Classification and Rank

Section 1. Classification and Rank The following are the classifications and their associated ranks that apply to bargaining unit positions covered by this Agreement.

(a) Tenure-Track and Tenured. A bargaining unit member assigned a .50 FTE or greater position within an academic department who is hired in a tenure-track position ("Tenure Track") or has been granted indefinite tenure ("Tenured") in writing by the President of Oregon Tech. Ranks assigned in this category in ascending order are Assistant Professor, Associate Professor, and Professor.

(b) Non-Tenure Track ("NTT"). A bargaining unit member assigned a .50 FTE or greater position within an academic department who is hired in a non-tenure-track position. Ranks in this category in ascending order are Instructor, Senior Instructor I, and Senior Instructor II.

(c) Librarian. A bargaining unit member assigned a .50 FTE or greater position within the University library who is hired in a library faculty position.

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Article ____: Compensation

Section 1. Individual Salary Increases 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 adjustments.

Section 2. 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.

Section 3. Compensation Increases.

(A). All compensation increases are merit increases and will be based on the assessment of the bargaining unit member's job performance, as measured in the bargaining unit member's Annual Performance Evaluation ("APE").

(B). 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 increase in subsection D below, and met expectations in each category in their most recent APE are eligible to receive merit increases.

(C)(1). ~~Effective for the calendar year 2020,~~ eligible bargaining unit members as defined in Section B, above, shall receive a retroactive percent (2.0%) increase to their January 1, 2020 base salary payable with the May 31, 2021 pay.

(for 9-month appointments) Oregon Tech will establish a universitywide salary pool equivalent to _____% 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 _____%. No merit increase may exceed _____%.

(E). The Parties agree to ~~open~~ open the contract for the purposes of discussing a merit pool only described in subsection D, above, for calendar years 2022 through 2025, with negotiations beginning ~~Spring~~ Fall Term 2021. Either Party may initiate these discussions by providing the other with written notice. The Parties will meet to begin

Commented [CB1]:
Note to OTAAUP: The blank lines represent percentages which are to be negotiated during the reopener negotiations as outlined in subsection (E), below.

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negotiations within thirty (30) calendar days of this notice and the Article ____: No Strike/No Lockout shall remain in full force and effect until the parties reach agreement.

(F). Notwithstanding subsection (C), above, if the conditions set forth in Section 4(A) or (B), below, are met, the parties agree to include as part of their reopening negotiations described in subsection (E), above, a merit pool as described in subsection (D), above, or compensation reductions for the calendar year 2021.

Section 4. Increase or Reduction of Compensation

(A). Increase. If, as of November 1 of each calendar year under this Agreement, the total of Public University Support Fund, Engineering Technology Sustaining Funds and Lottery Fund state appropriations distributed to Oregon Tech for the current fiscal year, is increased cumulatively by five percent (5.0%) or more over the prior fiscal year (excluding restoration of prior funding cuts) and Oregon Tech's current academic year fall term fourth week student credit hour enrollment, exclusive of Dual Credit and Advanced High School Credit as compared to the average of the same credit hours for the prior three (3) fall terms reveals a two percent (2.0%) increase or more, the parties shall meet to discuss an increase in the merit pool, as defined in Section 3(D) above, for the upcoming calendar year.

(B). Reduction. If, as of November 1 of each calendar year of this Agreement, the total of Public University Support Fund, Engineering Technology Sustaining Funds and Lottery Fund state appropriations distributed to Oregon Tech for the current fiscal year, are increased cumulatively by less than three percent (3.0%) or Oregon Tech's current academic year fall term fourth week student credit hour enrollment, exclusive of Dual Credit and Advanced High School Credit as compared to the average of the same credit hours for the prior three

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* Appointments greater than 0.5 FTE but less than 1.0 FTE will have minimums adjusted proportionate to the FTE.

Section 5.6. Tenure and Promotion Raises A tenure track bargaining unit member who is awarded tenure or promoted in academic rank shall receive an increase to their

Article ___: Disciplinary Procedures

Section 1(A). No bargaining unit member shall be disciplined with Disciplinary actions identified below shall be based on a finding of cause.

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danger to personal safety, property, educational, or other appropriate Oregon
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~~Section 2. (C). Exceptions.~~ Some allegations against bargaining members must be investigated in accordance with applicable laws and ~~assoc~~ guidelines (e.g. Title VII, Title IX and Mandatory Reporting of Abuse of Minors), and in those cases, the procedures

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meeting to occur between the appropriate administrative supervisor and bargaining unit member in which the bargaining unit member may present evidence that rebuts or mitigates the conduct upon which the notice is based. If the bargaining unit member wishes to have such a meeting, they shall request such by submitting their evidence that rebuts or mitigates no later than (5) business days before the meeting. This meeting shall be within fourteen (14) calendar days from the date of the notice and The appropriate administrative supervisor shall issue a written response to the meeting within fourteen (14) calendar business days of the meeting that either withdraws, modifies, or adheres to the disciplinary action proposed in the notice. If modified or adhered to, the disciplinary action shall include the effective date of the disciplinary action, proposed expectations for future behavior or performance suggested or required remedial activities that the bargaining unit member must undertake notation that a failure by the bargaining unit member to address concerns raised by the notice may form the basis of a subsequent disciplinary action.

The decision to impose a disciplinary action is not stayed pending the outcome of a grievance or arbitration.

Section 4. Union Representation A bargaining unit member who reasonably believes that an investigatory interview may result in disciplinary action may request that a union representative be present during such interview.

Section 5. ~~Investigatory Suspensions~~ Administrative Leave during Investigations of Misconduct. ~~Suspension of a bargaining unit member may be placed on administrative leave, with pay or without pay, during the investigation of a potential disciplinary action.~~ alleged misconduct based on the severity of the allegation(s). Notice of this action shall be provided by the appropriate administrative supervisor to the bargaining unit member in writing prior to the start of the ~~suspension~~ administrative leave outlining the reasons for the ~~suspension~~ administrative leave, the proposed type (with or without pay) and anticipated length of ~~suspension~~ administrative leave and a date by which the bargaining unit member may present written evidence that rebuts or mitigates the proposed type and length of ~~suspension~~ administrative leave. A decision on any evidence presented shall issue ~~with one ten (10) business day~~

The administrative leave shall generally be limited to seventy (75) calendar days, but may be extended where the complexity of the investigation, the number of witnesses

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No notice is required for administrative leave

1 Article ____: Health and Retirement Benefits

2
3 Section 1. Definitions. For the purposes of this Article, the following definitions apply:

4
5 (A). Core Insurance Benefits. Core insurance benefits shall include medical,
6 dental, basic vision, and basic life insurance. These benefits need not be offered by the
7 same authorized or sponsored insurance program.

8
9 (B). Eligibility. Bargaining unit members who meet the eligibility requirements
10 of the employer offered insurance program(s) are considered eligible to receive the core
11 insurance benefits.

12
13 (C). Employer Offered Insurance Program(s). Employer offered insurance
14 program(s) includes any insurance program(s) authorized or sponsored by Oregon Tech
15 to provide core insurance benefits to bargaining unit members. Authorizing or
16 sponsoring an insurance program(s) to provide core insurance benefits is within the sole
17 and exclusive discretion of Oregon Tech.

18
19 (D). Opt-Out. Bargaining unit members who meet the eligibility requirements of
20 the employer offered insurance program(s) may elect to opt-out of one or more of the
21 core insurance benefits.

22
23 Section 2. Employer Offered Insurance Program. Effective January 1, 2021 through
24 December 31, 2021, Oregon Tech authorizes the Oregon Public Employee Benefit Board
25 ("PEBB") as the employer offered insurance program to provide all core insurance
26 benefits identified in Section 1(B), above, to bargaining unit members eligible to receive
27 those core insurance benefits.

28
29 Oregon Tech shall notify the Association of its employer offered insurance program(s) by
30 no later than August 1 of each year of this Agreement. [A failure to notify the Association
31 by August 1 will result in a continuation of the employer offered insurance program for
32 the upcoming plan year only.](#)

33
34 Section 3. Premium Contributions.

35
(A). Effective January (f)

56
57 (C). Effective plan years 2022, 2023, 2024 and 2025, the monthly premium
58 contributions for the core insurance benefits shall remain the same as the prior plan year,
59 provided that Oregon Tech's premium costs do not increase more than ~~three~~ two percent
60 (~~3~~ 2%) from the previous plan year. All increases in premium costs ~~above three~~ two
61 percent (~~3~~ 2%) shall be paid by the bargaining unit member.

62
63 Section 4. Opt-Out. A bargaining unit member may choose to opt-out of one or more
64 core benefit coverages. When opting out of a core benefit coverage, the bargaining unit
65 member may receive a portion of the monthly benefit amount as taxable income as
66 determined by the employer offered insurance program.

67
68 Section 5. Retirement Benefits. Bargaining unit members may participate in the Public
69 Employees Retirement System (PERS), the Optional Retirement Plan (ORP), the Tax-
70 Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan 457, as set
71 forth by Oregon law and plan documents.

72
73 A new bargaining unit member has six months to elect in which retirement plan they will
74 participate. If no election is made the default retirement program will be PERS

75
76 Oregon Tech will make contributions to PERS or ORP, as required by law and plan
77 documents. To the extent required by law, the bargaining unit member must contribute
78 fifty percent (50%) of the total contribution to their Individual Account Program.

79
80 If Oregon Tech is prohibited by law from continuing to pay employee contribution
81 (generally known as the employee pickup) for any bargaining unit member, or the State
82 Legislature or the Higher Education Coordinating Commission reduces Oregon Tech's
83 state allocations as a result of a legal prohibition on paying the employee pickup, Oregon
84 Tech will, after implementation of its legal obligation(s), bargain with the Association

Article ____: Management Rights

Section 1. Except as may be modified by a specific term of this Agreement, it is expressly understood that the rights and powers of Oregon Tech, and Oregon Tech, to exercise independently shall include, but are not limited to, the sole and exclusive right and power to:

- a) determine the mission of the university, its organizational and administrative structure, and the methods and means, and take such actions as are 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 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 the location of bargaining unit member's work;
- g) establish, modify, combine, or eliminate positions;
- h) determine the number, location, relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies regarding the use of such buildings, rooms, and facilities;
- i) determine the health, safety, and property protective measures and procedures;
- j) take disciplinary action against a bargaining unit member for just cause up to and including dismissal;
- k) select, hire, direct, supervise, train, and evaluate bargaining unit members;

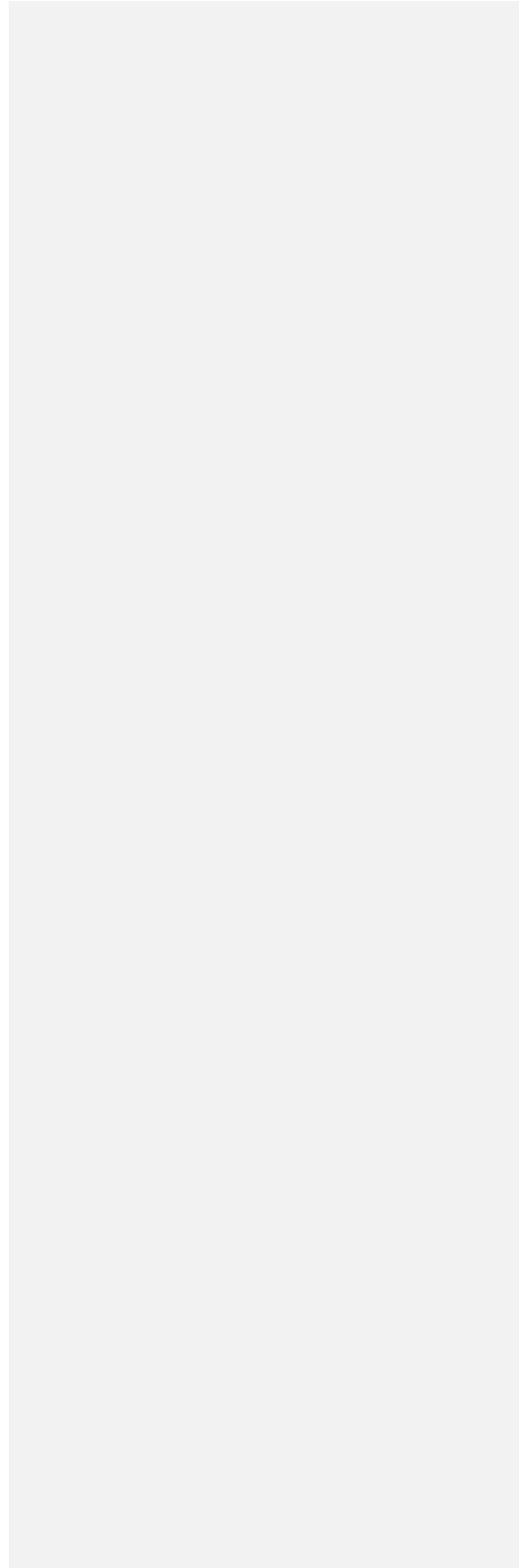
- k) determine office space, materials, and equipment to be utilized by bargaining unit members, and the methods, processes and means by which work shall be performed and services provided;
- l) establish quality performance, and evaluation standards for bargaining unit members;
- m) make and enforce policies, rules, and regulations, including policies, rules, and regulations governing safety, discipline, tuition and fees, human resources functions, and the work, training, and conduct of bargaining unit members;
- n) perform all other functions inherent in the direction, operation, maintenance, and administration

Article __: Negotiation of a Successor Agreement

*Oregon Tech proposes that this language be placed in Article ____: Term of Agreement.

For the purpose of negotiating a successor agreement, either party may give written notice to the other during the period of [September 15 to October 15, 2024](#) of its desire to negotiate a successor Agreement and identify in that notice the subjects, sections, or Articles of this Agreement it proposes to open for negotiations. The party receiving the initial notice shall then have thirty (30) calendar days to respond in writing and identify the subjects, sections, or Articles of this Agreement it proposes to open for negotiations.

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Article ____: Notices of Appointment

Note: Oregon Tech proposes that this language be moved to Article ____: Academic Classification and Rank or to another agreement Article that is more appropriate.

~~Section 1. Description.~~

A Notice of Appointment is a summary of the terms of employment ~~for a faculty~~
bargaining unit member.

Oregon Tech shall provide each ~~faculty~~ bargaining unit member with a timely written

Resources or the Office of the Provost within the first term of their effective starting date of appointment.

~~The Employer~~ Where practicable, Oregon Tech shall provide annual Notices of Appointments to ~~tenure track or tenured~~ tenure track faculty bargaining unit members by email (with read receipt requested, in pdf format) or by mail, ~~no later than July 1st~~ no later than August 15.

~~Section 2. Notices of Appointment for Tenure Track and Tenured Faculty~~

~~The Employer shall provide annual Notices of Appointments to ~~tenure track or tenured~~ faculty by email (with read receipt requested, in pdf format) or by mail, no later than July 4th.~~

~~Tenure track faculty are typically considered to be on annual appointments during the probationary period prior to applying for tenure review. An unsuccessful tenure review shall be communicated to the faculty according to the timeline outlined in the Article [x] on Promotion and Tenure for Tenure Track Faculty, and no later than the end of Winter term.~~

~~Non-renewal notices for faculty on tenure track shall be sent by June 30th of the year prior to which their contract is to end. The notice shall include a reason for non-renewal, including programmatic reductions or eliminations, retrenchment, or performance shortcomings as demonstrated by Annual Performance Evaluations over at least two years of employment.~~

~~Section 3. Notices of Appointment for Other Faculty.~~

~~The Employer shall provide notice of renewal to fixed term, non-tenure track faculty no later than Decemberth of the calendar year of the faculty member's current term of appointment. If a NTTF initial appointment is for a period of multiple years, their renewal notice shall be for that same period, unless modified by promotion decisions as outlined in Article [x] on Promotion of NTTF.~~

~~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 ~~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 current assigned department).~~

~~Neither Oregon Tech nor its departments, or colleges ~~shall~~ establish a policy which arbitrarily limits the number of academic terms or years during which a member may be employed.~~

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~~with Article [x] on Appointments, then they shall be assigned a category, classification, and rank that is most consistent with their current duties and job description. If the faculty disagrees with that assignment, they have the right to appeal to a committee of six individuals. One of these individuals shall be appointed by the Faculty Senate president, two by the OT-AAUP President, and three shall be appointed by the Provost.~~

~~This section is only applicable for the initial CBA because once the contract is approved, all new employees will be assigned to a valid category, classification, and rank. As a result, this section will be removed from all future contracts.~~

LETTER OF AGREEMENT
NON-TENURE TRACK APPOINTMENTS

This Letter of Agreement is entered into between Oregon Tech and OT-AAUP to address issues related to ~~tenure~~ track bargaining unit members.

Consideration for Appointments of More than One Year. If Oregon Tech determines there is a need to offer ~~a~~ ~~tenure~~ track bargaining unit member an appointment of more than one (1) year, Oregon Tech will consider ~~tenure~~

Article __: Outside Activity

Section 1. ~~The University Oregon Tech~~ encourages its bargaining unit members to engage in outside activities that will ~~advance the University Oregon Tech's~~ mission, increase their effectiveness and broaden their experience in relation to their institutional responsibilities, be of service to the community, ~~the public~~ private sector, and the nation. Thus, ~~the University Oregon Tech~~ recognizes that bargaining unit members may currently, or in the future, perform paid and unpaid activities outside ~~the University Oregon Tech~~ provided that they are disclosed according to ~~the University Oregon Tech~~ policy and the terms of this Agreement.

~~Outside activities are defined as unpaid work, activity, or employment, including self-employment, which is not contracted for through the University.~~

Section 2. Activities Not Considered Outside Teaching, research, publishing, lecturing, advising governmental agencies, serving on advisory boards and membership in professional societies are ~~not~~ considered outside activities, provided that (1) the activities are related to the bargaining unit member's professional field (2) ~~and~~ compensation is received other than royalties from publications or small honoraria typically given for such service.

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outside the University Oregon Tech during the term of their Oregon Tech contract must receive prior approval obtain authorization from the Provost to perform such the activity begins by completing a Outside Activity Approval Request form and filing such with their respective Dean who shall recommend approval or denial to the Provost.

Within ninety sixty calendar (60) days of ratification of this Agreement, all bargaining unit members currently performing paid or unpaid activities outside the University Oregon Tech, either previously approved or otherwise of the date of ratification must obtain authorization to continue performing paid activities outside Oregon Tech. Bargaining unit members must complete Outside Activity Approval Request form and file such with their respective Dean who shall recommend approval or denial to the Provost.

The Provost reserves the sole and exclusive right to approve or deny a bargaining unit member's performance of any current or future paid or unpaid activity outside the University Oregon Tech 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 performance of the approved paid or unpaid activity outside the University Oregon Tech 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 or unpaid activity outside the University Oregon Tech may result in discipline, up to and including termination of employment by the University Oregon Tech.

Section 4.5. If approved, the

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Furthermore, the performance of paid or unpaid activity outside ~~the University~~ Oregon Tech must not involve the use of ~~the University~~ Oregon Tech

Article ____: Professional Development.

Oregon Tech proposes that this language be added to Article ____: Working Conditions

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.

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. These funds will be allocated to each department based on the discretion of the Dean. When available, professional development funds are allocated to the bargaining unit member's department no later than the start of the academic year. Professional development funds are awarded competitively at the discretion of the department chairperson or appropriate administrative officer with the Dean's approval. Every collerecb9titiveures and

Article ____: Academic Program Review, Retrenchment, or Exigency.

Section 1. Oregon Tech is a complex, industry-focused, polytechnic university offering an array of applied and professional programs. As such, necessary for Oregon Tech to adjust staff and academic programs to align with changing industry, student, 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 exigency may occur at Oregon Tech.

Section 2. Program Review. Through ongoing review of programs, Oregon Tech may adjust, reduce, reconfigure, or eliminate programs (or degree program, minors, concentrations, certificates, and continuing education, or co-credentials) in response to changes in enrollment and industry demands, curricula changes, faculty expertise requirements, technological and equipment investment demands, educational programs, mission, and focus of the university as a normal course of business.

(A). No Separation of Employment. Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that does not result in the separation of employment of a bargaining unit member, Oregon Tech has had, and shall continue to have, the sole and exclusive management right to accomplish the program adjustment, reduction, reconfiguration, or elimination through attrition, reassignment of tenured or tenure-track bargaining unit members within the University, and non-renewal of non-tenure track bargaining unit members. In these situations, the Provost and appropriate Dean are responsible for developing and implementing a plan for the program adjustment, reduction, reconfiguration, or elimination.

(B). Separation of Employment. Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that results in the separation of employment of a tenured or tenure-track bargaining unit member, the following shall be adhered to:

(i). The Provost and appropriate Dean shall develop a plan for the implementation of the program adjustment, reduction, reconfiguration or elimination and present that plan to the Association pursuant to Article ____: Notices and Communications, and offer to meet with representatives of the Association within fourteen (14) calendar days to discuss the plan. The Association shall accept or reject the offer to meet within two (2) calendar days of receipt of the plan. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations are due in the Provost's Office is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of the University's offer to meet or failure to respond to the offer to meet.

(iii). The Provost and appropriate Deans will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time and, within fourteen (14) calendar days, shall issue a final plan to the Association and then announce the program adjustment, reduction, reconfiguration or elimination to the bargaining unit members and university community.

(iv). If the Association fails to meet or provide comments and recommendations, the University shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(v). The Final Plan is not grievable under the collective bargaining agreement, except to allege that subsections (i) and (ii), above, were not followed.

(vi). Timelines under this subsection (B) may be modified only by written agreement of the parties.

(vii). By engaging in the process outlined in subsections (i) through (iii), above, the parties agree that each has satisfied their obligation to each other to meet and confer over the decision and impact of any employment relations and the Final Plan signifies that there is no further obligation on the part of Oregon Tech to meet and confer on the decision and impact of any employment relations found in the Final Plan.

Section 3. Financial Conditions. The financial health of the University may require the adjustment, reduction, reconfiguration, or elimination a program that leads to the separation of employment of a tenured or tenure-track bargaining unit member. If this occurs, the President may declare that either a condition of retrenchment or exigency exists.

(A). Retrenchment Retrenchment exists if such circumstances arise or will imminently arise such that a failure to reduce or reallocate budgets would result in an impairment of the University's ability to sustainably deliver its existing academic programs (as defined above), manage current administrative expenses, and meet other

financial obligations within existing or likely future revenues as determined by the President.

(B). Exigency. Exigency may be declared if the President finds that the current or projected budget of the University has insufficient funds to do any of the following:

- (i) Maintain all essential programs and services;
- (ii) Finance the full compensation of all employees of the university
- (iii) Finance the full compensation of all non-tenure track bargaining unit members until the end of the period of appointment;
- (iv) Finance the full compensation of all other employees until the end of the period of appointment; or
- (v) Meet existing contractual obligations.

(C). Notice and Consultation of a Financial Condition

(i). In conjunction with announcing to the University community that conditions exist warranting retrenchment or exigency as defined above, the President or designee shall notify the Association pursuant to Article ____: Notices and Communications and offer to meet with representatives of the Association within fourteen (14) calendar days of the announcement for the purpose of presenting and discussing a description and analysis of the financial condition of the University. The Association shall accept or reject the offer to meet within two (2) calendar days of notice and offer to meet. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations on resolving budget challenges are due in the President's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of the University's offer to meet or failure to respond to the offer to meet.

(iii). The President will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time in drafting a plan for the program adjustment, reduction, reconfiguration, or elimination that includes

most recent

Article ____: Sabbatical

Section 1. Sabbatical leaves are a privilege extended by Oregon Tech for the purpose of strengthening the academic programs of the University while also contributing to the professional development of the tenured bargaining member in scholarship, creative activity, ~~and teaching,~~ and leadership. A tenured bargaining unit member demonstrate they are capable of using the sabbatical period in a manner which will thereafter increase the member's effectiveness and contributions to the University. The Provost, or designee, shall have the sole discretion to approve applications for sabbatical leave.

Section 2. Eligibility. A tenured bargaining unit member may be considered for sabbatical leave under the following circumstances:

- (a) After having been continuously appointed without interruption by a sabbatical leave or protected leave of absence for at least eight ~~academic~~ academic terms (excluding Summer Session) or, in the case of 12 month faculty, at least seventy two (72) months; or
- (b) After having accumulated the equivalent of six (6) full-time ~~years~~ of employment over an indefinite period of 9 month or 12 month appointments, uninterrupted by a sabbatical leave or protected leave of absence.

An authorized ~~military, medical, or family~~ leave of absence will not prejudice the tenured bargaining unit member's eligibility for sabbatical leave. Uniform service leave can be credited for eligibility for sabbatical. Tenured bargaining unit members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in Section 2(a) or (b) above.

Section 3. Application for Sabbatical. Tenured bargaining unit members who meet the sabbatical eligibility standard in Section 2, above, shall complete official application form available on the Provost's website, attach a current curriculum vitae, and submit the application to their Department Chair, or appropriate administrative officer. In applying for sabbatical leave, a tenured bargaining unit member shall sign an agreement to return to the University for a period of at least one year on completion of the ~~sabbatical leave~~ or repay the salary provided pursuant to Section 5, below. Sabbatical leave must begin and end with an academic term.

Section 4. Decision. 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 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 leaves authorized shall be the sole discretion of the Provost ~~and the number of sabbatical leaves authorized~~. In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference shall not be given based on salary or rank but instead on the merit of the application.

Once the term of the sabbatical leave is approved, such shall not be changed unless extenuating circumstances are presented in writing to the Provost at least one (1) full term prior to the requested date to return from the current sabbatical leave. If the Provost determines that extenuating circumstances exist to return the ~~tenured~~ bargaining unit member from their sabbatical leave earlier than previously approved, extend the length of the sabbatical only the Provost shall approve the request and determine whether or not to apply the salary rate in Section 6, below, for the newly approved term.

Section 5. Return from Sabbatical Leave. Within thirty (30) days from the start of the academic term After returning from sabbatical leave, ~~the~~ ~~tenured~~ bargaining unit 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.

If a tenured bargaining unit member fails to fulfill this obligation, ~~separately~~ 18-9 (o the)-9.7

- (a) One-term sabbatical: ~~85~~of base salary;
- (b) Two-term sabbatical: ~~75~~ of base salary; and
- (c) Three-term (one academic year or full) sabbatical: 60% of base salary.

The rate used to determine a bargaining unit member's sabbatical salary shall be the base salary rate in effect at the time when the leave begins.

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

Section 7. Supplementing of Sabbatical Incomes. Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a member at Oregon Tech, another college or university or to complete requirements for a ~~college~~higher degree. Unless approved in writing by the Provost, or designee, tenured bargaining unit members on sabbatical leave may only supplement their sabbatical salaries to one hundred percent (100%) of their base salary

Section 8. Tenured bargaining unit members shall remain benefits eligible during the approved sabbatical leave. If alternative health insurance is required to cover a tenured bargaining unit member during the approved period of sabbatical leave (due to international travel, etc.), Oregon Tech shall pay the equivalent amount toward that insurance as it would otherwise be paid towards the university provided health insurance, provided that the bargaining unit member is not double covered by both health insurance plans. Any difference in the amount required for an alternative health insurance plan shall be paid by the ~~the tenured~~ bargaining member ~~shall pay that amount.~~

Article ____: Term of Agreement

Effective the first day of the month following ratification by both parties, this Agreement shall cover the term _____ through June 30, 2025.

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Article ____: Workload

Section 1. Unless on approved leave, bargaining unit members shall be available for assignment of, and engaged in, professional duties for the entire period of their appointment. Professional duties are recognized to include instructional activities, research, scholarship and internal service to the University and external service to their profession, community, and University mission.

Section 2. Oregon Tech has the sole and exclusive right under Article ____: Management Rights to assign faculty instructional and non-instructional workload. The bargaining unit member's total assignment shall be based on the member's contributions in each of the three areas: teaching, research and scholarship, and service.

Section 3. Workload Requirement. The full-time base instructional and non-instructional workload requirement of a bargaining unit member on a 9-month appointment is fifteen (15) workload units per term or a total of forty-five (45) per academic year. For those bargaining unit members on an 11 or 12-month appointment, the base instructional and non-instructional workload requirement is fifteen (15) workload units per term or a total of sixty (60) per ~~academic~~ work year.

Section 4. Tenured/Tenure-Track Faculty Workload. Each College will attempt, whenever possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the following must be approved by the Provost.

- A. Instructional Workload. The full-time instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall

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the member must prepare and submit to the Dean appropriate documentation of

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The Provost has sole and exclusive discretion to update the Workload Guidelines after providing recommended changes and receiving input as to those changes from the Association.

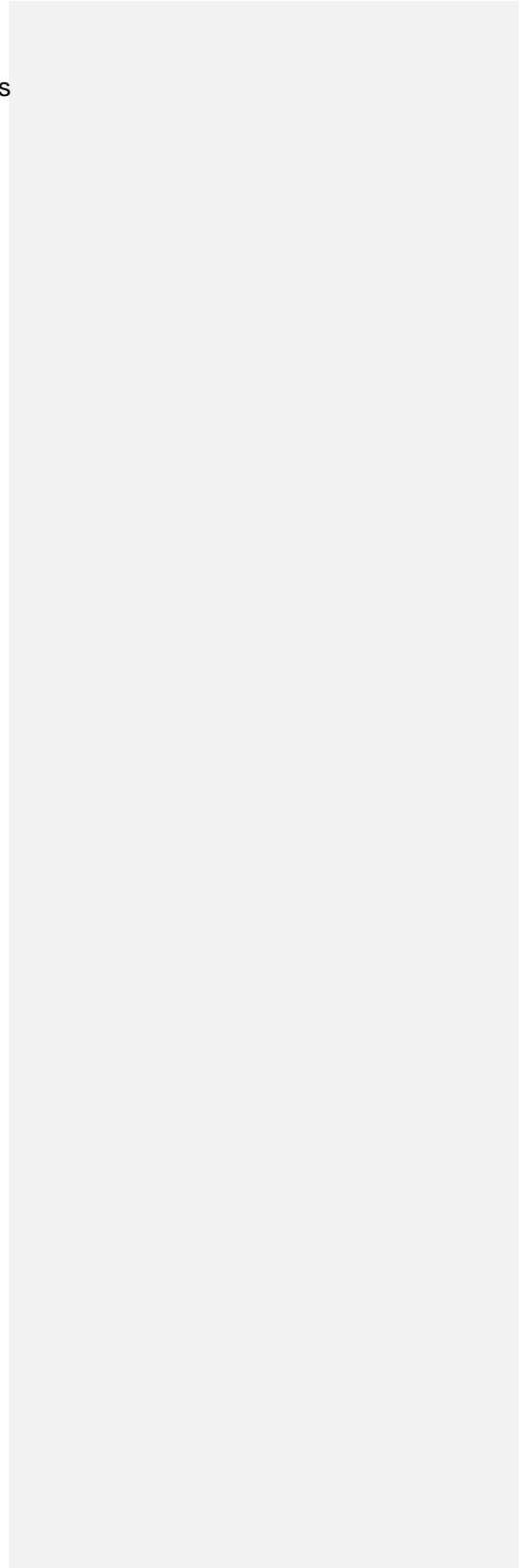
Section ~~7~~⁶. Overload.

(A). An instructional ~~overload~~ ~~or out-of-load~~ assignment is an assignment of no more than one (1) course (up to four (4) credits) any modality per academic term in excess of the maximum instructional workload units stated above that is mutually agreed to between the bargaining unit member and the Department Chair or appropriate administrative supervisor with approval of the Dean Provost. Any exception will require approval by the ~~Dean~~ Provost.

(B). An overload assignment is a one time or limited assignment, made or approved by the Provost or designee bargaining unit faculty member may be disciplined or terminated for refusing an overload assignment.

(C).

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Section 11. Course Modality and Capacities Course capacity and instructional modality of any course will be determined by the Department Chair or appropriate administrative office and approved by the Dean and Provost.

For the Article on Definitions:

Academic Year. Academic year shall consist of three (3) terms including two weeks before the beginning of the academic year and one week following the academic year but not including scheduled holidays.

Summer Term. Summer Term is the time that occurs between the end of the Spring term and the start of the Fall term.

Work Year. For nine (9) -month faculty the work year shall consist of twelve (12) months.

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not incl 0 Tg.8 (n)-9.3 (g)9.3 (sc)8.8 (h).

STATE OF OREGON
EMPLOYMENT RELATIONS BOARD
COST SUMMARY FORM

For ERB Use Only
CaseNo. _____
DateFiled _____

Projected Increase/Decrease in Each Year
(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost FY21	Year 1 (3/17/21 – 6/30/21)	Year 2 (7/1/21 – 6/30/22)	Year 3 (7/1/22 – 6/30/23)	Year 4 (7/1/23 – 6/30/24)	Year 5 (7/1/24 – 6/30/25)	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Health & Welfare, Section 3 (healthcare)			\$325,605)	(\$370,693)	(\$417,840)	(\$467,123)	(\$1,863,763)	Assumes 3% annual increase to PEBB rates, members do not change their plan selection, and current faculty set is unchanged in future years.

Salary, Section 3(D)
(merit pool)

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