

1 **UNITED ACADEMICS PROPOSAL**

2
3 **COMPENSATION**

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5 **Section 1. Individual Faculty Salary Increases.** Nothing in this article prevents Administration
6 from making individual faculty salary increases, as needed, on a case-by-case basis, including
7 retention raises or equity adjustments.
8

9 **MERIT RAISES**

10 **Section 2. General Provisions.** All merit raises should be based on job performance relative to a
11 faculty member's position description and based on the Annual Reviews completed since the
12 previous merit raise.
13

14 All faculty members will be eligible for a merit raise if they had an appointment at OSU during
15 the academic year preceding the effective date of the raise.
16

17 All faculty members who had a successful Annual Review in the year preceding a merit raise
18 shall receive at raise equivalent to a least half of the percentage size of the merit pool. No merit
19 raise may exceed twice the percentage size of the merit pool. [If the merit pool is equivalent to
20 4.0% of total faculty salaries, no faculty member with a successful Annual Review can receive
21 less than a 2.0% merit raise or more than an 8.0% merit raise.]
22

23 All faculty members will be given notice of their percentage merit increase at least thirty days
24 before the raise goes into effect.
25

26 Merit increases will be applied to the faculty member's base salary after the application of
27 across-the-board increases and equity adjustments.
28

29 **Section 3. Merit Pools.** For each year of the Agreement, the Administration will establish a
30 centrally-funded salary pool equivalent to 4.0% of total faculty salary in each academic unit to be
31 distributed to each academic unit for salary increases effective January 1 of each year.
32

33 **ACROSS-THE-BOARD INCREASES**

34 **Section 4. General Provisions.** All bargaining unit faculty members who had an appointment
35 during the academic year preceding the effective date of the salary increase will be eligible for an
36 across-the-board increase.
37

38 Across-the-board increases will be applied to a bargaining unit faculty member's base salary
39 before a merit raise or equity adjustment.
40

41 **Section 5. Across-the-Board Percentage.** For each year of the Agreement, all eligible
42 bargaining unit faculty members will receive an across-the-board increase to their base salary of
43 2.65%. Salary increases will be effective January 1 of each year.
44

45 **EQUITY ADJUSTMENTS**

1 **Section 6. General Provisions.** Within two months of the ratification of this Agreement, the
2 Parties will convene an Equity Adjustment Joint-Labor Management Committee made up of
3 three members from each Party to outline a procedure for identifying and applying equity
4 adjustments in the form of increases to salary. The Equity Adjustment Committee should
5 consider all forms of salary inequity, including discriminatory inequity, inequity with external
6 comparators, inequity between tenure-track and fixed-term salaries within a unit or college, and
7 compression/inversion within academic units.

8
9 The Equity Adjustment Committee will take into account all existing policies and procedures for
10 the distribution of salary increases in determining how to apply equity adjustments.

11
12 Equity increases will be applied to the faculty member's base salary after the application of
13 across-the-board increases.

14
15 **Section 7. Equity Adjustments.** For each year of the Agreement, the Administration will
16 establish a university-wide salary pool equivalent to 2.0% of total faculty salary. The equity pool
17 will be distributed through the mechanisms developed by the Equity Adjustment Committee.
18 Salary increases will be effective January 1 of each year.

19
20 **SALARY FLOORS**

21 **Section 8.** Effective January 1, 2020 minimum salary floors will be in effect for fixed-term
22 appointments in the following categories at 1.0 FTE:

23

| Categories | 9-month Salary | 12-month Salary |
|------------------------------|----------------|-----------------|
| Professor (Clinical) | \$46,636 | \$57,000 |
| Professor (Extension) | \$46,636 | \$57,000 |
| Professor (Practice) | \$46,636 | \$57,000 |
| Professor (Senior Research) | \$46,636 | \$57,000 |
| Instructor | \$44,000 | \$53,777 |
| Instructor (PAC) | \$30,000 | \$36,667 |
| Faculty Research Assistant | \$34,364 | \$42,000 |
| Lecturer | \$44,000 | \$53,777 |
| Research Associate | \$36,000 | \$44,000 |
| Research Associate (Postdoc) | \$36,000 | \$44,000 |

24
25 **Section 9.** The salary floor in each category will increase by the percentage of the across-the-
26 board raise for that year.

27
28 **Section 10.** The salary floor for each rank within a category will be at least 10% more than the
29 floor for the preceding rank (e.g. Instructor = \$44,000, Senior Instructor I = \$48,400, Senior
30 Instructor II = \$53,240).

1 **Section 11.** The minimum salary floor for Postdoctoral Scholars will be the amount set by the
2 NIH minimum salary schedule and based on the years in rank. Salary floors will be adjusted each
3 year pursuant to the NIH schedule.

4
5 **ADDITIONAL COMPENSATION**

6 **Section 12. Promotion Raises.** All bargaining unit faculty who are promoted in rank will
7 receive a 10% salary increase effective on the pay period immediately following their successful
8 promotion.

9
10 **Section 13. Sea Pay.** In addition to base salary and compensation as required by law, sea pay
11 applies when a bargaining unit faculty member has been at sea on a vessel while underway or at
12 anchor (not docked). The additional bonus compensation for sea pay will be according to the
13 following schedule:

- 14 a. 00.01 to 24.00 hours - \$50
- 15 b. 24.01 to 48.00 hours - \$100
- 16 c. 48.01 to 60.00 hours - \$150
- 17 d. 60.01 to 72.00 hours - \$200
- 18 e. 72.02 to 84.00 hours - \$250
- 19 f. 84.01 to 96.00 hours - \$300
- 20 g. An additional \$50 for every 12 hours

21
22 **Section 14. Workload Adjustments**

- 23
24 a. If a bargaining unit faculty member has their FTE reduced with no demonstrable
25 corresponding reduction in workload, the faculty member's base salary will not be
26 reduced.
- 27
28 b. If a bargaining unit faculty member has their workload significantly increased with no
29 corresponding increase in FTE, the bargaining unit faculty member's base salary will be
30 increased in proportion to the workload increase.
- 31
32 c. Both Parties recognize that professional responsibilities ebb and flow throughout a
33 contract period. The provisions of this section are not meant to address minor or normal
34 fluctuations in workload.

35
36 **Section 15. Salary Maintenance.** Faculty members who transition from one position at OSU to
37 a different position with a break in service less than one year shall not suffer a decrease in base
38 salary.

39
40 **Section 16. Child Care Credit.** A bargaining unit faculty member who is qualified for, has
41 applied for, and not received a child care subsidy from Oregon State University shall receive \$50
42 per month per child for the purposes of subsidizing off-campus child care. A bargaining unit
43 faculty member who is on a waitlist for on-campus child care shall receive \$50 per month per
44 child for the purposes of subsidizing off-campus child care.

1 UNITED ACADEMICS PROPOSAL

2
3 SEXUAL HARASSMENT, BULLYING, AND DISCRIMINATION

4
5 **Section 1. Definitions.**

- 6 a. Sexual harassment is any unwelcome sexual advance, request for sexual favor, or other
- 7 verbal or physical conduct of a sexual nature when:
 - 8 i. Submission to such conduct is made either explicitly or implicitly a term or
 - 9 condition of an individual's employment;
 - 10 ii. Submission to or rejection of such conduct by an individual is used as the basis
 - 11 for employment-related decisions affecting such an individual; or
 - 12 iii. Such conduct is sufficiently severe or pervasive that it has the effect, intended or
 - 13 unintended, of unreasonably interfering with an individual's work performance
 - 14 because it has created an intimidating, hostile, or offensive environment and
 - 15 would have such an effect on a reasonable person.
 - 16 iv. A single isolated incident of sexual harassment may create a hostile environment
 - 17 if the incident is sufficiently severe. The more severe the conduct, the less need
 - 18 there is to show a repetitive series of incidents to establish the existence of a
 - 19 hostile environment, particularly if the harassment is physical. Conduct that is
 - 20 pervasive or persistent, even if not severe, may also create a hostile environment.
 - 21 v. Sexual harassment may be targeted at any gender, although it is far more
 - 22 commonly directed against women and transgender people.
- 23 b. Bullying is defined as conduct of any sort directed at another that is severe, pervasive, or
- 24 persistent, and is of a nature that would cause a reasonable person in the victim's position
- 25 substantial emotional distress and undermine their ability to work or participate in their
- 26 regular life activities, and actually does cause the victim substantial emotional distress
- 27 and undermines the victim's ability to work or participate in their regular life activities.
- 28 Bullying can be directed at people regardless of their race, ethnic background, age,
- 29 gender, sexual orientation, or other identities.
- 30 c. It is prohibited discrimination when a person is subjected to unfair or prejudicial
- 31 treatment on the basis of race, creed, color, sex, religion, national origin, citizenship
- 32 status, ancestry, marital status, domestic partnership status, familial status, age, body size,
- 33 education level, disability, veteran status, sexual orientation, gender identity or
- 34 expression, membership or non-membership in or activity on behalf of or in opposition to
- 35 United Academics, or any other extraneous considerations not directly and substantially
- 36 related to effective performance.

37
38 **Section 2. Creating a University Free of Sexual Harassment, Bullying, and Discrimination.**

39 United Academics and the Administration share a goal of creating a university free of sexual
40 harassment, bullying, and discrimination.

41
42 The Parties agree that the right to work in an environment free of sexual harassment, bullying,
43 and discrimination is a fundamental right of all faculty members.

44
45 The Parties recognize that protecting faculty members from job-related sexual harassment,
46 bullying, and discrimination, and protecting those who have experienced such acts, is an

1 obligation of both Parties. The Parties commit to take all necessary steps to create and maintain a
2 work environment free of sexual harassment, bullying, and discrimination. The Parties agree that
3 this will be a shared and ongoing responsibility.

4
5 The Parties further recognize that the trainings, structures, and all other steps and initiatives
6 necessary to accomplish their goal will require active involvement of and input from faculty
7 members.

8
9 The Parties agree that an environment free of sexual harassment, bullying, and discrimination
10 cannot be achieved unless any and all faculty members who have such complaints are
11 encouraged to come forward to report their complaints, knowing that they will be fully protected
12 from retaliation in processing all complaints made in good faith, and that the Administration and
13 United Academics will diligently, respectfully, and vigorously address all such complaints.

14
15 The Parties acknowledge that sexual harassment, bullying, and discrimination are societal
16 problems, not limited to the workplace. These issues are, however, prevalent and persistent in the
17 workplace and at universities, among workers of all races, genders, ages, and sexual orientations.
18 As such, the Administration and United Academics both have a clear responsibility as well as a
19 unique opportunity to address these workplace issues in an intelligent and lasting way.

20 21 **Section 3. Preventing Incidents of Sexual Harassment, Bullying, and Discrimination.**

22 The Administration's policies on sexual harassment, bullying, and discrimination must focus
23 both on prevention and remediation.

24
25 To further the objective of prevention, all relevant training programs, university policies, and
26 employment practices must be aimed not only at bargaining unit faculty members, but also at
27 administrators, supervisors, and non-bargaining unit employees.

28
29 Such training programs, university policies, and employment practices must make clear that the
30 right to be free of sexual harassment, bullying, and discrimination goes to the core values of
31 dignity, respect, equality, and decency; that the Administration is committed to ensuring
32 standards of behavior that allow all university community members to feel safe and respected;
33 and that conduct that is inconsistent with these core values will not be tolerated.

34 35 **Section 4. Addressing Incidents of Sexual Harassment, Bullying, and Discrimination.**

36 In seeking to create an environment free of sexual harassment, bullying, and discrimination, and
37 despite the necessary focus on prevention, the Parties recognize that work-related incidents may
38 nonetheless occur and that if and when they do occur, they will need to be promptly addressed
39 and remedied informally where possible and formally where necessary.

40
41 When any faculty member believes that they have been subjected to sexual harassment, bullying,
42 or discrimination, United Academics and the Administration will strongly support their decision
43 to come forward with a complaint, with assurances that there will be no retaliation or retribution,
44 regardless of the outcome, in response to good faith complaints.

45
46 A Labor Management Committee on Respectful Workplaces (LMCRW), consisting of three

1 representatives from United Academics and three representatives identified by the Office of
2 Institutional Diversity shall be constituted within six months of the ratification of this
3 Agreement and maintained throughout its term. Representatives from the Coalition of Graduate
4 Employees and Service Employees International Union shall be invited to participate.

5 a. The LMCRW, with broad consultation from the Administration, United Academics, the
6 Office of Equal Opportunity and Access, Office of Institutional Diversity, Ombuds
7 Office, faculty members with an interest in offering input, and outside experts, shall be
8 charged with developing guidelines governing:

- 9 i. appropriate remedial steps that should be applied where it is determined that
10 sexual harassment, bullying, or discrimination has occurred;
11 ii. measures that should be made available to assist faculty members who have
12 undergone traumatic experiences and require professional assistance to aid their
13 recovery; and
14 iii. the informal processes, including Restorative Justice processes and mediation
15 services, that shall be made available to complainants who choose to have their
16 complaints addressed informally, and
17 iv. a supportive process that will be offered to faculty members who wish to
18 engage in an effort to explore possibilities for remediation that go beyond
19 punishment and focus on healing and learning from the experiences at issue.
20

21 Should the complainant wish first to pursue their complaint informally, the complaint may be
22 taken up through an informal process established by the LMCRW. Such an informal process
23 shall be concluded no more than forty-five days from the filing of the complaint. Informal
24 processes will seek a resolution that is mutually acceptable to all parties concerned. Informal
25 processes may not result in formal discipline.
26

27 Should the complainant prefer to pursue their complaint through formal procedures, they may
28 file a grievance under Article XX of this Agreement or pursue a formal complaint through the
29 Office of Equal Opportunity and Access.
30

31 Neither the pursuit of an informal resolution through LMCRW-defined processes nor the filing
32 of a complaint through the Office of Equal Opportunity and Access shall forfeit a faculty
33 member's right to file a grievance under Article XX of this Agreement. Grievance timelines may
34 be extended by mutual agreement under the terms of the Grievance Procedure in Article XX.
35

36 A faculty member who pursues an informal process through the Office of Equal Opportunity and
37 Access shall not forfeit their ability to pursue a formal complaint through the Office of Equal
38 Opportunity and Access.
39

40 On July 1 of each year, the Administration will provide a report to United Academics with the
41 number of faculty members who contacted the LMCRW, Ombuds Office, and the Office of
42 Equal Opportunity and Access with concerns about inappropriate workplace conduct, including
43 sexual harassment, bullying, and discrimination.