



On Thursday, May 28th, after almost 2 years of bargaining, culminating in a final 26-hour bargaining session, our UAOSU team and the administration team reached a tentative agreement on our first contract. This tentative agreement is informed by thousands of conversations with faculty across the university and the belief that an empowered faculty will enhance the learning environment for our students, create stronger partnerships with our communities, and help build a better OSU for current and future generations. Please find a set of anticipated questions below, and note that there is a glossary of terms at the end of this document. If your question is not answered, feel free to reach out to us at [info@uaosu.org](mailto:info@uaosu.org).

### **Ratification Process**

*What does a yes vote mean? What does a no vote mean?*

Yes means you do think that this Tentative Agreement should be ratified in its entirety.

No means you do not think that this Tentative Agreement should be ratified in its current form.

The entire document must be ratified at the same time.

*How does voting work?*

We are using an online voting system that is run by an independent, third-party company whose software has been approved by the US Department of Labor for use in union elections. This is a safe and secure way of voting that gives access to our members located all over the world.

*How long do I have to vote?*

Voting will begin on June 4th and will close on June 12th at 3pm.

*How do I vote on the contract?*

You will receive a link and an access code sent to your non-OSU email address from UAOSU. If we do not have your non-OSU email, you will receive the link at your OSU email. If you need to update your non-OSU email address that we have on file, please email us at [info@uaosu.org](mailto:info@uaosu.org).

*When does the contract go into effect if approved?*

If ratified, the full contract will go into effect on June 15, though there are a few provisions that lay out later effective dates.

*What happens if the contract isn't approved?*

In the event of a "no" vote, the two bargaining teams would have to go back into negotiations.

*Can I vote yes on the contract, no on constitution & bylaws (or vice versa)?*

Yes, you are able to vote "yes" or "no" on either of these documents; the votes are being taken at the same time, but they are separate contests.

### **Special Contract Provisions**

*When will we get our raises?*

Everyone will receive written communication from OSU administration about their respective retroactive FY2020 raises, including how much their raise will be. They are expected to be paid out in the month of June.

*How does this affect me if I'm not a US citizen?*

You're still able to join and participate in UAOSU. This first contract also allows for up to a \$500 reimbursement for visa/SEVIS applications for a faculty member or a member of their family.

*How does this affect promotion?*

There is now clear language that describes pathways for promotion for instructors. If you're an Instructor (PAC), Instructor (ALS), or Research Associate, you now have access to promotion. If you're an Instructor (ESL), your promotion pathway will now be aligned with other instructors, including a 10% raise upon promotion. For all fixed-term faculty members, promotion now requires fewer years in service, and the choice to go up for promotion is yours, not your supervisor's or department's.

*How does this affect my tenure?*

If you already have tenure, nothing changes. If you are on the tenure track, you have more job protections - for example, you are now able to file a grievance if you feel you have been unfairly treated in the tenure process. For a summary of protections now in the contract, please see the full tentative agreement [here](#).

### **Dues**

*When will dues start?*

Dues are collected through payroll deduction. Once the tentative agreement and constitution and bylaws are approved, we will communicate with OSU to ensure they have an accurate membership list and have set up the payroll system for deduction. We anticipate that dues would first be deducted in the August 2020 paycheck.

*What are dues used for?*

Dues are how we all pitch in a little and pool our resources to have an effective, sustainable, and vibrant union. Dues pay for things like collective bargaining campaigns, staff members, contract enforcement, communications to members, and basic office expenses. Some of our dues goes to maintain our affiliation with the American Federation of Teachers (AFT) OR and The American Association of University Professors (AAUP) OR which advocate for education legislation in Salem and provide for a legal fund, and to our affiliation to both AFT and AAUP National to help support new unions organizing at other institutions, advocacy of higher education policy at the national level, etc. AFT and AAUP members across the country allocated some of their dues to help us organize our union at OSU--now we get to pay it forward! AFT is also a member of AFL-CIO, which works to advance labor rights across the country.

*What's the proposed dues rate? How's the dues rate decided?*

The proposed dues rate is 1.33%. A committee of your peers looked at other faculty unions and what our local regional needs might be. The recommendation of that committee was approved by the Organizing Committee and is included in the Constitution and Bylaws that is ratified by a membership vote. Dues rate can be changed in the future, as described in the constitution & bylaws.

*If I'm not working this term, are dues still deducted?*

No, dues are only deducted when you are "in unit" meaning you are currently employed as academic or research faculty and are not supervising other academic or research faculty.

*I have a dual appointment, one outside the bargaining unit. Are dues deducted from that position?*

No, dues are only deducted from salary earned in appointments within the bargaining unit with academic rank.

## **General**

*Where do I read the materials in detail?*

You can find the complete Tentative Agreement, a summary, the complete Constitution and Bylaws, a summary, and this anticipated questions document [here](#).

*There are things I was hoping to see in the contract that aren't there. What's the plan going forward?*

This is our first contract, which gives us a foundation that we can build on in the future. We know there's more work to be done, and we want to hear your ideas about how to make our next contract even better. In the meantime, we have plenty of opportunities to use our collective voice in the community and in Oregon's legislature to advocate for things that are important to our members. Our first contract establishes several labor-management task forces to continue the work of researching and implementing changes in key areas (such as child care, harassment prevention, and intellectual property). Consider putting your name forward to help carry out this work!

*How does this contract improve conditions for faculty?*

We have made a summary of the tentative agreement to outline some of the ways working conditions will be improved by this first contract. You can find the summary and the tentative agreement in full at [www.uaosu.org/ratification](http://www.uaosu.org/ratification).

*How many years does the contract last?*

The contract runs through the end of the 2023-24 academic year, with one exception. Due to the extenuating circumstances around COVID-19 and its impact on the university's budget, the compensation article only runs through the end of the 2020-2021. At that point, we will re-enter negotiations to bargain over compensation for the duration of the contract.

*What can I do to participate in our union governance?*

The terms of participation in union governance are outlined in UAOSU's Constitution and Bylaws which can be found [here](#). Contact us at [info@uaosu.org](mailto:info@uaosu.org) and one of your colleagues from the bargaining team or organizing committee will get back to you.

*How does COVID-19 impact the contract? What if I have concerns about returning to campus?*

We will be working with OSU administration to make sure that bargaining unit members are able to return to work as safely as possible.

*Will there be pay cuts?*

We have negotiated an MOU in which there will be no pay cuts unless there is a \$35 million or more shortfall in Corvallis E&G revenue. In this case, faculty members making \$50,000 and above may experience a pay cut. See the MOU [here](#) for more details. We would have liked to take more time negotiating this program, but we believe that we secured the essential features of a fair compensation reduction program: no bargaining unit salaries will be reduced until revenue shortfalls exceed \$35M; no bargaining unit members with salary rates below \$50,000 will experience salary reductions; reductions at higher salary rates are truly progressive, meaning that

they take marginal rates into account; revenue projections and associated compensation reductions will be adjusted to reflect *actual* revenue loss at at least two points in the fiscal year; and all bargaining unit members will return to their full salary rate no later than July 2021.

*Am I still a member if I hire an FRA, Postdoc, or Grad?*

This can be complicated, but generally speaking you are not considered part of the bargaining unit if you are the supervisor of record for another member of our bargaining unit. This includes FRAs and postdocs. However, hiring a Graduate Employee does not affect your bargaining unit status, because they are represented by a separate union, the Coalition of Graduate Employees. However, supervisors can form their own bargaining unit, and we hope they will join us in the future!

*Can I be penalized for becoming a member of my union?*

Retaliation for union activity is against the law. If you feel that that's happening, let us know immediately.

*I signed a card two years ago, does that make me a member?*

The card you signed was most likely an authorization card, a document that, with your signature, indicated that you wanted there to be a faculty union. Joining the union is a second, separate process. Please go to [www.uaosu.org/become-a-member](http://www.uaosu.org/become-a-member) to join.

*How's this contract enforceable?*

Our leadership structure includes stewards. Stewards are active union members whose responsibility it is to make sure all bargaining unit members are informed about the contract and feel empowered to use it. If you'd like to learn more about becoming a steward, contact us! Additionally, our contract includes a detailed grievance procedure that is enforceable via binding third-party arbitration. If you believe your rights may have been violated, contact your steward for more information about this procedure.

## **Glossary**

*Bargaining Unit (BU)*

The bargaining unit consists of a group of employees whose working conditions are enforced by a collective bargaining agreement.

*Collective Bargaining*

From the AFL-CIO's website: Collective bargaining is the process in which working people, through their unions, negotiate contracts with their employers to determine their terms of employment, including pay, benefits, hours, leave, job health and safety policies, ways to balance work and family, and more.

### *Tentative Agreement (TA)*

A tentative agreement means the employer's and the employee's negotiating teams have agreed to the terms of a collective agreement, but the terms have not yet been agreed to ("ratified") by the union members or the university's governing body.

### *Ratification*

The act of formally approving a TA through a vote.

### *Memorandum of Understanding (MOU)*

An MOU is a document describing the broad outlines of an agreement that two parties have reached - in the case of collective bargaining agreements, MOU's are typically included at the end of a contract and deal with more time-sensitive topics than the proposals covered in the contract itself.

### *Letter of Agreement (LOA)*

Similar to an MOU, an LOA is typically broader than the scope of the contract itself and addresses specific, usually time-sensitive, issues.

### *Local*

A local union is a union that serves as the local bargaining unit for a national or international union. A local union, often shortened to local, is the basic unit of union organization. It has its own bylaws and elects its own officers, but is chartered by the parent union of which it is a part.