

1 Oregon State University Package Proposal  
2 Negotiations with UAOSU  
3 May 28, 2020 – Fifth Exchange  
4

5 This proposal is being offered as a package proposal including:

- 6 - Compensation Article
- 7 - Memorandum of Understanding: Interpretation of Salary Program FY2020
- 8 - Memorandum of Understanding: Supplemental Compensation Article
- 9 - Leaves Article
- 10 - Letter of Agreement: Acknowledgement of Exceptional Service
- 11 - Terms of the Agreement

12 The offers extended through the totality of the articles in this package proposal are conditioned upon  
13 acceptance of agreement reached on all articles in the package, as well as the Union dropping the  
14 article on Faculty Governance.

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17 **MEMORANDUM OF UNDERSTANDING:**  
18 **SUPPLEMENT TO COMPENSATION ARTICLE**  
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20 In recognition of the extraordinary circumstances surrounding COVID-19 and the uncertain impacts of the  
21 pandemic for both the Employer and individual bargaining unit members, the Parties agree to the  
22 following:  
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- 24 (i) A shared commitment to preserve bargaining unit member appointments may require a  
25 shared sacrifice by way of temporary salary reductions. The Employer anticipates that all of  
26 its employee groups will engage in a shared sacrifice if temporary salary reductions prove  
27 necessary.
- 28 (ii) If temporary salary reductions are necessitated by a demonstrable reduction in net education  
29 and general revenue to the university, UAOSU acknowledges that the Employer will be  
30 allowed to mitigate a portion of the effects by implementing bargaining unit member salary  
31 reductions, which may take the form of adopting a progressive system of reduction that  
32 exempts the lowest paid bargaining unit members.
  - 33 a. For projected Corvallis E&G revenue shortfalls less than \$35 Million (=projected  
34 revenue of \$597 Million), no bargaining unit compensation cuts will be enacted.
  - 35 b. For projected Corvallis E&G revenue shortfalls between \$35 Million and \$63 Million,  
36 reductions to the salaries of unclassified employees will be enacted. At the \$49 Million  
37 shortfall level, \$12 Million in Corvallis E&G compensation reductions will be applied. At  
38 the \$63 Million shortfall level, \$24 Million in Corvallis E&G compensation reductions  
39 will be applied. Proportional reductions will be made at shortfall levels between \$35  
40 Million and \$63 Million.
  - 41 c. Compensation reductions will be implemented no earlier than August 1, 2020, based  
42 upon annual salary rates.
  - 43 d. Compensation reductions will be achieved using progressive marginal rates set as  
44 described below for Corvallis E&G salary reductions of approximately \$12M. Rates will  
45 be scaled proportionately for different levels of reduction.

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**Reduction schedule for ~\$12M compensation expense reduction  
(\$8.71M salary, \$2.873M incremental OPE)**

Salary Increment	Marginal salary reduction rate	Annual Salary To	Up Aggregate salary Reduction Rate
30,000	0.0%	30,000	-
20,000	0.0%	50,000	-
20,000	6.02%	70,000	1.72%
20,000	7.52%	90,000	3.01%
20,000	8.57%	110,000	4.02%
20,000	9.62%	130,000	4.88%
20,000	10.38%	150,000	5.61%
20,000	11.35%	170,000	6.29%
20,000	12.18%	190,000	6.91%
30,000	13.16%	220,000	7.76%
20,000	13.91%	240,000	8.27%
20,000	14.66%	260,000	8.77%
20,000	15.41%	280,000	9.24%

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- e. Salary reductions will be equivalent for bargaining unit members at the same salary, despite funding source (e.g. Cascades E&G, Statewide Public Services, and Corvallis E&G), excluding fixed-term bargaining unit members supported 100% on restricted funds.
- f. The salary reduction rate will be applied on August 1, 2020. Projections will be updated on or about November 1, 2020 and on or about February 15, 2021 based on current actual Corvallis E&G revenues. If the updated projection differs from the original projection, each bargaining unit member’s salary for the remainder of the year will be adjusted to meet the salary reduction appropriate to the revised revenue shortfall. In advance of both the initial implementation of, and any adjustments to, the salary reduction program, the Parties will meet to discuss the revised reductions to bargaining unit salaries. The Parties will meet during June 2021 to review actual FY21 revenues and the final size of the salary reduction package. The Employer will provide UAOSU with documentation of both projected and actual revenues upon which the salary reduction program is based.
- g. Bargaining unit members will be returned to their regular salary rate no later than July 1, 2021.
- h. If the shortfall in Corvallis E&G revenues exceeds \$63M, the terms of a modified temporary salary reduction or other system of salary savings will be negotiated between the two Parties.

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For United Academics

6/1/2020 | 11:16:04 AM  
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5/29/2020 | 17:26:30 PDT  
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**LEAVES**

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**Preamble.** It is the intention of the Employer to continue providing all leaves of absence as already provided to eligible bargaining unit members such as, but not limited to, Sabbaticals, Family Medical Leave, Sick Leave, Vacation Leave, Holidays, Interruptions of University Operations, Jury Duty, and leaves for other civic duties. The Employer will comply with applicable university policy; Leave Administration Policies, Procedures, and Guidelines; and state and federal laws regarding leaves.

**Section 1. Paid Sick Leave.** Bargaining unit members will accrue sick leave, proportional to the employee’s appointment percentage, at the full-time rate of eight hours per month or two hours for each week of employment less than one month.

There is no limit to the amount of sick leave that may be accrued by a bargaining unit member.

Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not earned or used during sabbatical leave or leave without pay.

Bargaining unit members are eligible to receive a sick-leave-with-pay advance. Bargaining unit members on tenured or tenure-track appointments are eligible to receive an advance to provide the difference between sick leave earned at the onset of an illness or injury and the full-time amount of 520 hours, proportional to the employee’s appointment percentage. Bargaining unit members on fixed-term appointments may receive an advance that can be repaid before the end date of their current appointment. These bargaining unit members are also eligible to receive an advance beyond the end date of their current appointment, upon written approval from the Provost or their designee. As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time.

All other conditions of sick leave accrual and eligibility are set forth in university policy.

**Section 2. Paid Vacation.** Bargaining unit members on 12- month appointments at and above 0.50 FTE accrue vacation, proportional to the employee’s appointment percentage, at the rate of fifteen hours per month.

Vacation accrual is available for use following six full calendar months of service. No bargaining unit member may accrue in excess of 260 hours of vacation, and any accrued vacation in excess of this cap shall be forfeited.

Bargaining unit members’ vacation leaves are scheduled with the approval of the bargaining unit member’s supervisor and shall be scheduled cooperatively, in such a manner as to minimize disruption to the university. Supervisors must be reasonable in allowing the use of vacation leave and may not unreasonably deny vacation requests where the result would be the forfeiture of accrued vacation.

Vacation may not be transferred between bargaining unit members.

Unused vacation will be paid out to the bargaining unit member upon termination of employment, up to a maximum of 180 hours. If leave accrual does not transfer with a bargaining unit member moving into a new position within the university, any unused vacation will be paid out to the bargaining unit member, up to a maximum of 180 hours.

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**Section 3. Paid Holiday Leave.** Bargaining unit members are entitled to time off for University-announced paid holidays. If a bargaining unit member is required to work on a holiday, they may take an equivalent amount of time off with pay at a later date, as approved by their immediate supervisor.

In most cases, a bargaining unit member will not be required to perform in-person work during the week between Christmas and New Year's Day, unless in-person work is essential to maintain or sustain critical operations and is consistent with the duties described in the position description.

**Section 4. Interruption of University Operations.** Bargaining unit members are on a professional work week and are not required to use accrued vacation leave in the event that the university, or their particular work site, is closed for any reason, including inclement weather.

A bargaining unit member may not be asked to use accrued leave for missed work when the Employer has determined their work site is inoperable or demonstrably unsafe. Once the Employer has identified an alternative work space or remedied the existing work space, the bargaining unit member shall return to work, as directed.

**Section 5. Jury Duty.** When jury duty interferes with the work assignment of a faculty bargaining unit member, the bargaining unit faculty member shall be entitled to leave with pay for the time away from work required by jury duty and may keep any monies paid by the court for the service. Upon receipt of a summons to jury duty, a faculty bargaining unit member will inform their immediate supervisor of the date(s) for which they have faculty member has been summoned to jury duty and will provide the supervisor a copy of the summons, if requested.

**Section 6. Leaves for Other Civic Duties.** Bargaining unit members who have other short-term civic obligations will be released from work with pay to perform these obligations. Such obligations include, but are not limited to, occasions when bargaining unit members are a required participant in immigration proceedings; when international bargaining unit members are voting at a consular agency on their respective election day; and when bargaining unit members are subpoenaed to appear as a witness in legal proceedings. A bargaining unit member will not be released from work with pay for appearing as an expert witness if they are being compensated for that appearance. Bargaining unit members are responsible for demonstrating the obligatory nature of the need and providing appropriate documentation to verify the need to their immediate supervisor, if requested.

Bargaining unit members who are members of the United States Armed Forces Reserve, including the National Guard, shall be granted leave in accordance with state and federal laws.

Bargaining unit members should submit a request for a leave of absence to the appropriate supervisor prior to the leave period.

**Section 7. Professional and Personal Leaves.** Leaves of absence without pay may be taken for purposes of professional development, personal convenience, completion of a terminal degree, or other personally or professionally beneficial purposes.

The granting of unpaid leave is subject to the needs of the bargaining unit member's academic unit and requires the approval of both their immediate supervisor and their Dean.

1 A Fellowship Leave is an unpaid leave for bargaining unit members who have received certain  
2 fellowships that support research and writing, advanced study, or travel-related scholarly or  
3 professional activities.

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5 **Section 8. Sabbatical Leave.** The Employer and bargaining unit members shall adhere to the  
6 university Sabbatical Leaves policy. The bargaining unit member’s salary while on sabbatical leave  
7 remains subject to all university salary program changes, including raise programs.

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9 **FAMILY AND MEDICAL LEAVE**

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11 **Section 9. Family and Medical Leave.** Family and medical leave may be taken for family, medical, and  
12 safe leave as described by law and university parental leave or sick leave policy.

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14 Effective September 16, 2020, during a twelve-month period, a bargaining unit member may take up to  
15 one hundred twenty (120) hours of paid family and medical leave.

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17 Family and medical leave taken under this Article runs concurrently with available leave under FMLA and  
18 OFLA. If two or more family members are bargaining unit members experiencing qualifying events each is  
19 entitled to paid family and medical leave and may take the leave concurrently or at separate times.  
20 Bargaining unit members using family and medical leave will not be required to use any of their accrued  
21 leave, nor borrow against their future leave, in order to maintain salary and benefits. Bargaining unit  
22 members have the right to use their accrued leave and sick-leave-with-pay advances to extend family and  
23 medical leave up to 520 hours.

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25 After the leave is finished, the bargaining unit member shall be allowed to return to their position if the  
26 leave concludes within the appointment period of the position from which they took that leave. If that  
27 position has been discontinued prior to the end of the appointment period, they are entitled to be  
28 returned to an available, equivalent position in terms of salary, benefits, and other terms and conditions  
29 of employment.

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31 DocuSigned by: Ashley Bromley 6/1/2020 | 11:16:04 AM For United Academics Date  
32 DocuSigned by: Heather Horn 5/29/2020 | 17:26:30 PDT For the Employer Date  
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**LETTER OF AGREEMENT: ACKNOWLEDGMENT OF EXCEPTIONAL SERVICE**

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In recognition of the fact that faculty of color, women faculty, and faculty from other underrepresented communities often perform substantial informal labors (e.g. advising/mentoring students) above and beyond heavy formal service duties, the Employer commits to create and implement a training program for Academic Years 2021-2022 and Academic Year 2022-2023 for supervisors and other leaders that teaches strategies to recognize, accommodate, and/or mitigate such labors. Such strategies may include, but are not limited to, allocations of effort to service, mentoring, or outreach in position descriptions; peer mentoring and observation; course releases; and travel funding.

Prior to implementation, the Parties agree to review the proposed training in a joint labor management meeting.

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**TERM OF AGREEMENT**

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**Section 1. Term of Agreement.** This Agreement will become effective upon ratification and expire on June 30, 2024.

**Section 2. Negotiation of Successor Agreement.** For the purpose of negotiating a successor Agreement either Party may submit an intent to bargain to the other Party at any point during the 2023-2024 academic year. Negotiations will begin within forty-five days of the submission of the intent to bargain, unless an alternative date is mutually agreed to between the Parties.

Prior to commencement of negotiations, each Party shall provide written notice to the other specifying those subjects or sections of the Agreement proposed to be reopened and new subjects for negotiation.

New issues may be proposed by either Party at the first meeting where proposals are exchanged or later by mutual agreement. Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall automatically become a part of any successor Agreement.

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