UAOSU First Contract Highlights



You can find the complete tentative agreement at uaosu.org/ratification.

Contract Gains Secured

Salary

- Salary minimums for all categories of Fixed-Term faculty, including substantial raises for the lowest paid faculty
- 3% merit pool for FY 2020 (raises dating back to January/February 2020) with expanded eligibility to include faculty below 0.50 FTE and faculty who have moved positions within the university, expected to be paid out in June 2020
- Reopener negotiations in Spring 2021 (when finances are more stable) to determine compensation for 2022-2024

Job Stability

- Expanded two-year contracts for all fixed-term faculty once they have achieved promotion; prior practice only included instructors
- Continue the practice of three-year contracts for faculty at second promotion (e.g. Senior Instructor II) where it exists
- Notice of nonrenewal:
 - Four months' notice of nonrenewal for promoted Fixed-Term faculty prior to expiration of appointment
 - o One month's notice of nonrenewal for non-promoted Fixed-Term faculty prior to expiration of appointment if the faculty member was employed for a full academic year
 - Notices, for both promoted and non-promoted faculty are prior to the expiration of the appointment, not the beginning of the next appointment. This effectively increases notice by 3 months for most faculty
 - o Notice requirements are for all faculty, including those on soft money (barring a sudden, external withdrawal of funding) and pool hires
- Promoted Fixed-Term faculty may only be non-renewed for performance issues, lack of funding, or curricular changes, and will have the right to review the rationale for these decisions
- Layoffs will be controlled by contract language, not at the full discretion of the Employer
- Laid off faculty will retain rights to reemployment in their position for two years

Promotion and Tenure

- Created promotion pathways for Research Associates, Instructors (PAC), and Instructors (ALS) who previously had no possibility for promotion
- Aligned promotion pathways for Instructors (ESL) meaning they will now be able to seek promotion under the same system as other Instructors (including a 10% raise upon promotion instead of the 5% received under the current progression system)
- Instructors, Faculty Research Assistants, and Research Associates are eligible to be granted (not go up for) promotion 4 years from hire or last promotion and after 3.0 FTE years in service. This means full-time faculty can be considered as early as their 4th year in service and awarded promotion at the conclusion of that fourth year, shaving a year off of the current timeline.
- Professors (Practice), Professors (Senior Research), Professors (Clinical), and Professors (Extension) are eligible to be granted promotion 6 years from hire or last promotion and after 4.5 FTE years in service
- The lower requirement for FTE years in service means a faculty member's promotion timeline won't be set back a full year by having a term or two at less than full time. Years in service at any FTE will now count toward promotion, not just those above 0.50.
- Once eligible, Fixed-Term faculty choose when they go up for promotion instead of waiting for a supervisor to allow them to apply for promotion

Triggered Salary Reductions for FY 2021

- No salary reductions unless Corvallis Education & General Fund (E&G) revenue falls by at least \$35M
- Bargaining unit salary reductions only happen alongside salary reductions from all unclassified employees (e.g. administrators, supervisors, professional faculty)
- No salary reductions for bargaining unit members with annual salary rates below \$50,000
- Progressive salary reduction structure utilizing marginal rates to concentrate the reductions on the highest earners (e.g. administrators)
- Salary reductions scale based upon actual revenue shortfall
- Three check-ins (November, February, June) to make sure reductions do not exceed the appropriate level
- Renegotiation of reductions if E&G revenue shortfall exceeds \$63M
- All bargaining unit members are returned to full salary no later than July 1, 2021
- OSU administration's original proposal was for a salary reductions up to 20% aggregate before having to bargain the amounts or details, limited progressivity that did not utilize marginal rates with the specific salary reduction rates determined by administration, salary reductions beginning at an annual salary rate of \$40,000, no established date to reinstitute full salaries, and no specified budgetary conditions that would trigger salary reductions

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Research Support

- Employer must provide and maintain facilities and equipment necessary to job duties. Right to refuse hazardous work and procedures for addressing workplace safety issues
- Bridge funding pool equivalent to 1% of all recovered overhead (1% = ~\$430,000/year), beginning in September 2022
- Faculty Research Assistant and Research Associate job exchange, to allow currently and recently employed FRAs & RAs to move positions without open searches
- Employer must provide at least three months' notice before discontinuing current practice of 25% reduction of tuition charged to grants once a graduate employee has reached candidacy

Position Descriptions & Workload

- All position descriptions will be brought up-to-date over the next three academic years, via a consultative process
- Position descriptions will accurately reflect work performed and be used as the basis for evaluations, merit increases, and promotion & tenure reviews
- All units will create standard teaching workload policies by September 2021
- Full-time/part-time status cannot be used as the basis for setting different per course FTEs; protects against arbitrarily keeping folks below 0.50 FTE to deny benefits
- Faculty will ordinarily receive one term advance notice of their course assignments
- All units/colleges will create policies describing the minimum number of course releases for pre-tenure faculty

Grievance Procedure

- Clear & enforceable grievance process ending in third-party arbitration, meaning the final decision on issues raised will be in the hands of a neutral arbitrator instead of solely in the hands of administrators.
- Incorporation of many policies into the contract, making them enforceable via the grievance process
- Process and information used in promotion, tenure, renewal, merit distribution, and other decisions are subject to the grievance procedure
- Claims of discrimination, harassment, and bullying are subject to the grievance process
- Strong, grievable academic freedom protections

Benefits

- 90% employer contribution to family insurance premiums of Postdoctoral Scholars (up from 0%)
- 100% employer contribution to employee insurance for continuing Postdoctoral Scholars; 90% employer contribution to employee insurance for incoming Postdoctoral Scholars
- Continued PEBB & retirement benefit contribution rates for all eligible faculty
- Redirection of the 6% employee retirement contribution pick-up into salary if the employer's ability to pay the pick-up is ever changed in law

Equitable & Inclusive Employment

- Paid parental leave policy doubled from 60 hours to 120 hours (beginning September 16, 2020) and expanded to include events covered by family and medical leave
- Committee to reevaluate processes and policies related to the Equal Opportunity and Access Office, harassment, bullying, and discrimination
- Child Care Task Force to work with campus partners to recommend strategies to address child care needs
- \$500 for reimbursement of the visa and/or SEVIS fees of a faculty member (if not on an employer-sponsored visa) or family member
- Supervisors will be trained to recognize, acknowledge, and compensate currently unpaid service work, often performed by women, faculty of color, and faculty from other underrepresented communities

Academic Freedom & Intellectual Property

- Faculty retain copyright to course materials developed under standard E-campus course development agreements
- Strong, grievable academic freedom protections