

**COLLECTIVE BARGAINING AGREEMENT**

*Between*

**ASSOCIATION OF PROFESSORS,  
SOUTHERN OREGON UNIVERSITY**

*and*

**THE STATE OF OREGON**

*Acting by and through the*

**OREGON UNIVERSITY SYSTEM**

*on Behalf of*

**SOUTHERN OREGON UNIVERSITY**

**September 1, 2003, through August 31, 2005**

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# Collective Bargaining Agreement

September 1, 2003, through August 31, 2005

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## Article 1. PREAMBLE

**Section A.** This Agreement entered into as of October 21 , 2004, and in effect for the period September 1, 2003, through August 31, 2005, is between the Association of Professors, Southern Oregon University (hereinafter called the “Association or APSOU”), as the exclusive bargaining agent for the faculty members described in Article 3 (Recognition), and the State of Oregon, acting by and through the State Board of Higher Education as defined by ORS 351.010 and ORS 351.070 on behalf of Southern Oregon University (hereinafter called the “University”).

**Section B.** The basic functions of instruction, research, community and professional service at Southern Oregon University are performed by a community of men and women who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service, and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities.

**Section C.** The teacher is entitled to freedom in the classroom in discussing the subject of the course, but should be careful not to introduce, repeatedly or deliberately, matter into teaching which has no relation to the subject.

**Section D.** Without imposing a financial burden or other obligation on the University to sponsor or publish, the teacher is entitled to full freedom of research and publication.

**Section E.** The university teacher is a citizen, a member of a learned profession, and a professional educator. When speaking or writing as a citizen, the member should be free from institutional censorship or discipline. In the exercise of this freedom of expression, and as a person of learning and a professional educator, the member should remember that the public will judge the profession and the institution by the member’s utterances and actions. A member should at all times strive to be accurate, should exercise appropriate restraint, show respect for the opinions of others, and should make every effort to indicate that the member is not an institutional spokesperson.

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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## Article 2. DEFINITIONS

**Section A.** As used in this Agreement and except as its context may otherwise require:

1. “OSBHE” and “Board” mean the Oregon State Board of Higher Education and its agents.
2. The “Association” and “APSOU” means the Association of Professors at Southern Oregon University.
3. “Member” means a public employee who is included in the bargaining unit, as defined in Article (Recognition).
4. “University campus” means the campus of Southern Oregon University, located in Ashland, Oregon.
5. “Medford campus” means all sites, collectively or individually, located in Medford, Oregon, at which Southern Oregon University faculty instruct and/or advise students.
6. “SOU” or “University” means Southern Oregon University, an institution in the Oregon University System (OUS).

7. "ERB" means the Employment Relations Board of the State of Oregon.
8. "Unit" or "bargaining unit" means the employees, collectively, included in the bargaining unit as defined in Article 3 (Recognition).
9. "Department" means an academic department or the Library within Southern Oregon University of the Oregon University System.
10. "FTE" means "full-time equivalent."

When referring to faculty, "full-time equivalent" shall be counted according to the 15 credit hours per term, combined teaching, advising, and other duties as specified in Article 19 (Working Conditions). This shall include adjunct teaching hours, each 15 hours (45 hours per year) representing one FTE, unless specified otherwise.

When referring to support staff, "full-time equivalent" shall be calculated based on 12-month appointments. Differing percentages of employment within a given year have proportionate weighting in determining the annual FTE figures. For example, an office coordinator who works full-time during the academic year and half time during the summer would be considered .875 FTE (1 FTE for 3/4 of the year plus .5 FTE for 1/4 of the year, totaling  $.75 + .5 \times .25 = .875$ ).

11. "Agreement" means all of the definitions, provisions and terms agreed to by the two parties, as set forth in this contract.
12. "OUS" means Oregon University System.
13. "ASSOU" means the Associated Students, Southern Oregon University.
14. "Summer Session" means the time including all academic offerings in the pre-session, the regular eight week session, and the post-session.
15. "Visiting professor" means a faculty member from another educational, industrial, or governmental institution who helps carry out SOU's teaching, research, or service commitments. See Faculty Bylaws on Academic Faculty, section 5.133 for details regarding these temporary appointments.
16. "University calendar day" means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session days will not be counted as days for those members not employed during the Summer Session.
17. "Calendar day" means a day as counted on a twelve-month, non-academic calendar.

### **Article 3. RECOGNITION**

**Section A.** The Association of Professors at Southern Oregon University is recognized and shall serve as exclusive bargaining representative of all employees in the bargaining unit as hereinafter described except those who are or hereafter may be excluded in accordance with the rules of the Employment Relations Board or by agreement of both parties.

**Section B.** The bargaining unit shall consist of all SOU faculty who hold appointments at the rank of professor, associate professor, assistant professor, or instructor, and whose employment during the nine-month academic year is at least .50 full-time equivalent (persons must be at least half-time employees) and who spend at least sixty-six percent (66%) of that employed time in university-level teaching and/or research activities including employees with the title Department Chair. For purposes of Summer Session faculty it shall be those faculty described above, but only those faculty who are employed to teach at least one (1) course of at least three (3) credits during the Summer Session or assume the responsibilities of chair as described in Article 8 (Department Chairpersons: Duties).

**Section C, Exclusions.** The only teaching faculty excluded are part-time faculty on contract for specific classes, visiting faculty, persons whose positions are contracted solely through the SOU Extended Campus Programs, and Nursing faculty holding appointments with the Oregon Health & Sciences University.

Faculty holding half time or less appointments to Director positions for the University who still teach or do research for the rest of their appointment shall remain in the bargaining unit, unless both parties mutually agree to exclude them.

Faculty paid by other universities or colleges, including other OUS Universities, who are assigned to teach and/or conduct research at least half time on the SOU campus are considered members of this bargaining unit unless both parties agree to exclude them.

**Section D, Recognition.** The President of the Association may obtain a current list of members in the unit from the Provost by written request. Such list will be provided within ten (10) working days of the request. The Provost will provide the Association with a current list of members during the fall term of each academic year and will notify the President of the Association in writing when an appointment will remove a person from the bargaining unit or add a person to the bargaining unit, within twenty (20) working days.

**Section E.** Notwithstanding the provisions of ORS 243.692, in the event a system-wide bargaining unit for faculty is determined to be appropriate by the Legislature or a court, then this Agreement shall not serve as a bar to the inclusion of bargaining unit members covered by this Agreement in such a system-wide unit. Southern Oregon University unit members shall be eligible to vote in such a system-wide representative election and, should a bargaining agent be selected, shall participate in collective bargaining on a system-wide agreement. Should no such system-wide bargaining agent be selected, the legal status of the Association and this Agreement shall not be affected. This Agreement between the University and the Association shall be superseded by a system-side agreement, should one be reached, upon the effective date of the latter.

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## Article 4. ASSOCIATION SECURITY

**Section A, Dues Deduction.** As long as the current fair share agreement is in effect, members of the Association will have dues deducted from their paychecks. Such deduction will continue until the Association has notified the University in writing, that the deduction is to be terminated. The University will, in the month following the deduction, pay to the Treasurer of the Association the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

**Section B, Fair Share.** The Association is a fair share organization. Each bargaining unit member shall have deducted an amount equal to one hundred percent (100%) of the regular dues of APSOU, such an amount having been agreed upon as the reasonable cost of the Association for negotiations and contract administration on behalf of those who are not members of the Association. Such deductions shall be made in the manner described in Section A of this Article.

Rights of non-Association of employees based on religious tenets or conscience shall be protected. Such employees shall pay the fair share amount to a nonreligious charity in accordance with the applicable procedures in ORS 243.666 and faculty member shall provide the APSOU treasurer proof of the contribution that has been made to a nonreligious charity in order to stop subsequent APSOU dues deductions for that year. An election to rescind the fair share agreement may be held which follows the guidelines of OAR 115-30-000.

**Section C, Reduction of Duties.** Up to six (6) members of the Association negotiating team shall be released from all assignments other than the teaching of the regular instructional load, advising students, and keeping required office hours one (1) month prior to negotiations and during the period of active contract negotiations. The chief negotiator will be released from teaching duties from two courses for one term at APSOU selection of time.

#### **Section D, Association Communications and Use of Facilities.**

1. The University will designate bulletin board space for use of the Association in each of the major academic buildings on the SOU campus for use by the Association in communicating with employees in the unit.
2. The Association shall be allowed the use of the facilities of the University for meetings, through standard scheduling procedures when such facilities are available and the meetings would not conflict with the business of the University.
3. The Association shall have reasonable access to existing University telephone service, its intra campus mail distributing facilities to the extent permitted by the U.S. Postal Service, its duplicating, copying, computing and word processing facilities, as well as media equipment. The Association shall reimburse the University for its use of supplies, services, photocopying, postage, long distance telephone charges, computing and network services at rates customarily charged by the University to its affiliated organizations.
4. The University will make available to the Association an office in a convenient location, furnished and serviced commensurate with those of faculty generally. The Association will reimburse the University for its utilities and janitorial costs at the standard rate as calculated annually.

**Section E, Non-Jeopardy.** The University and the Association recognize the right of each member of the bargaining unit to join or refrain from joining the Association, and neither the University nor the Association will discriminate against any employee because of membership or nonmembership in the Association.

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### **Article 5. MANAGEMENT RIGHTS**

Except as abridged by this Agreement, the University retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Higher Education.

Without limiting the generality of the foregoing, as used herein the rights of management include but are not limited to the right to: administer the University; institute procedural changes which are not inconsistent with this Agreement; direct the faculty and staff, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee; and determine the physical location of departments, schools, and activities.

Other rights include but are not limited to the right to determine financial policy, including accounting procedures and reports; determine the administrative organization of the University including determining the necessary number of administrative and supervisory personnel and prescribing their duties and responsibilities; determine the control and use of University buildings, property, materials, and equipment; and determine health, safety, and property protective measures and procedures; and determine ancillary services to be rendered by the University. Additional examples of management rights include but are not limited to the right to obtain detailed supporting documentation from those making recommendations to Directors, Deans, Vice Presidents, and the President for appointments, promotions, and awards of indefinite tenure.

Management has the right to the following, but agrees to consult with faculty when: scheduling class hours and establishing or modifying class schedules; determining the size and characteristics of the faculty; determining the allocation and assignment of work to faculty members, including off-campus assignments which are not inconsistent with this Agreement; developing and implementing a system of faculty evaluations including specific provisions for student participation; determining degree programs, course offerings, and degree requirements.

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### **Article 6. FACULTY GOVERNANCE**

It is agreed that the Faculty Constitution and Bylaws of the Southern Oregon University faculty shall coexist with this Agreement as a governing document. Proposed changes in the Faculty Constitution and Bylaws shall continue to be subject to the approval or veto of the University President and shall not be subject to further negotiations.

Moreover, any alleged misapplication or misinterpretation of the Constitution or its Bylaws or of this Article shall not be made subject to the grievance and arbitration provision as contained in Article 17 (Grievance Procedure and Arbitration) of this Agreement.

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## **Article 7. STRIKES**

The Association, on behalf of its officers, agents, affiliates, and members agrees not to engage in a strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work or picketing during the term of this Agreement or during negotiations for a successor Agreement. If the parties do not reach agreement, the Association may exercise its right to utilize the dispute resolution procedures governing negotiations described in ORS 243.712-ORS 243.726, including the right to strike.

The University for its part agrees not to lock out members of the unit during the term of this Agreement or during negotiations for a successor Agreement.

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## **Article 8. DEPARTMENTAL CHAIRPERSONS: DUTIES**

### **Section A.**

**Section B, Summer Session.** There are certain Department Chair duties that continue into the Summer Session. With the increased emphasis on recruitment and retention, it is in the best interests of the department and the University that departmental personnel be available for advising. Department Chairs will be available throughout the eight week summer session so they can respond to reasonable requests for information from the administration and the general public. The compensation will be paid at six percent (6%) of a nine-month salary. To encourage that a departmental representative be available by phone or in person from the end of the eight-week session until September 16, a one-time advising stipend of \$300 will be available to chairs and or their designees. This responsibility can be transferred to one other faculty member for the summer and two to three small departments may combine for the purpose of Summer Session to provide a single Department Chair representative. Department Chairs who currently have 10-month contracts will negotiate with the Dean and Provost to determine the additional time needed to carry out these duties.

Faculty members who are Program Directors as of June 1, as designated by the University, and who have expectations comparable to those of Department Chairs to be available throughout the eight week summer session will be compensated in the same manner described in Section B above.

## **Article 9. PROFESSIONAL DEVELOPMENT OF FACULTY MEMBERS**

The University recognizes that it shares with its faculty the responsibility for the development and improvement of faculty performance. Due to the emphasis on curricular reform in both general education and the major, the University has an interest in focusing a certain portion of faculty development activities toward pedagogy and curriculum. The University and the Association support the principle of continuing professional development of faculty and the improvement of instruction. Funding requests may be first forwarded to the Department Chair, then to the Dean and finally to the Provost. A report of expenditures as provided for in this Article and all sections thereof, that details how money was distributed to individuals or academic units, shall be provided to the Association President by July 31 of each year.

**Section A, Professional Development.** The University will allocate \$42,000 for 2003-2004 and \$42,000 for 2004-2005 for the purpose of professional development. Priority shall be given to proposals for course revision, improvement of teaching methodology and skills, updating faculty in their disciplinary fields, retraining faculty for new assignments, providing instructional resource materials and consultation and developing interdisciplinary courses, promoting activity by faculty in professional organizations and interdisciplinary courses separate from general education. The Provost upon recommendation of the Faculty Development Committee shall distribute the funds.

**Section B, Personal Professional Development Account.** For the 2004-2005 academic year, each academic department will be allocated funds to be held in a separate department account that provide a sum of \$1,250.00 per full-time member, including those on sabbatical leave, (pro-rated by FTE for regular part-time members as a Personal Professional Development Account (PPDA). Approval for use of these funds is contingent upon the member demonstrating to the Chair how the proposed use supports activities described in the member's Faculty Professional Activity Plan. Approved funds may be used for such purposes as the purchase of equipment, software, instructional materials, professional travel, use of consultants, release time, professional society dues, books, journal subscriptions, and comparable activities that support teaching, course and curriculum development, academic advising, scholarship, services to the university, and services to the community. Where colleagues agree to do so, monies may be pooled for purposes compatible with the intent of this section. Durable goods purchased with these funds shall be the property of Southern Oregon University. While these funds shall be held, on behalf of individual faculty members, in a single departmental account, no faculty member shall be constrained in his/her expenditure by the department providing such expenditures are consistent with the purpose of this memorandum. Each PPDA recipient shall write a report detailing the expenditures from this account and attach it to their Professional Activities Report. In the event that the appropriateness of a given expenditure is questioned at the departmental level, the matter shall be referred to the dean of the school for resolution. The monies in this account may be carried over for one year past the year in which they are appropriated.

**Section C, Faculty Recruitment and Retention.** In order to sustain an atmosphere conducive to the recruitment of an excellent and diverse faculty, retention, and support of existing faculty, the University will provide a Faculty Enhancement Fund of \$80,650 for 2003-2004 and \$60,650 for 2004-2005. The Provost shall be obliged to disburse these monies strictly pursuant to the following guidelines:

1. Faculty Travel. The University will provide at a minimum \$20,000 for 2003-2004 to support faculty travel. These funds shall be administered by the Provost consistent with procedures for the allocation of other monies from the Faculty Enhancement Fund.

The remaining funds shall be allocated as follows:

2. Retention of Faculty.
  - a. At least 40% of monies available in a given year shall be spent for the purpose of retaining faculty members whose contributions positively affect the quality of the teaching, scholarly, and service mission of the University. The Provost in consultation with the faculty member's department chair and dean will administer these funds.
  - b. No award to a single individual shall exceed \$4,000 in a given year.
  - c. These monies may be used for such purposes as:
    - (1) Released time for teaching improvement, curriculum development, research, and other professional development activities;
    - (2) Other types of support, including travel, equipment, services and supplies, temporary clerical assistance, student assistants, etc.
  - d. These funds shall not be used to effect a base salary increase.
3. Recruitment of Faculty.
  - a. The remaining monies available in a given year shall be spent for the purpose of recruiting new faculty members.
  - b. No award to a single individual shall exceed \$6,000 in a given year, unless augmented from the Targeted Excellence Fund (cited below).
  - c. If an addition to the advertised base salary is made at the time of appointment, it shall not exceed

\$1,000.

d. These monies may be used for such purposes as:

- (1) Moving expenses;
- (2) Housing subsidy (one year only);
- (3) Search expenses - transportation, lodging, meals;
- (4) Travel to professional meetings;
- (5) Summer fellowships;
- (6) Released time (one year maximum);
- (7) Support for curriculum development, research, or other professional activity;
- (8) Support for completion of terminal degree.

These guidelines shall not prohibit the University and the Association from mutually consenting to alternative expenditures of these monies, however.

e. Recruitment of Minority Faculty. It is in the best interest of the University to seek and hire an excellent and diverse faculty. With the support of the State Board of Higher Education and OUS, the University will, when feasible, recruit and support ethnic minority faculty. It may be possible to augment the support of ethnic minority tenure track positions with matching funds from OUS's Targeted Excellence program. In an effort to compete for promising candidates, the University may, in consultation with the Department Chair and Dean, offer a combination of enhancements up to \$6,000 for the first year. The amounts in Section 2 above would apply after the first year.

4. A fund of not less than \$8,000 will be established to remedy the potential salary issues arising under the Civil Rights Act of 1964. The deans will recommend remedy to the Provost who will make the final determination. The APSOU President will be notified of any actions taken.

**Section D.** Monies described in Sections A, B, and C above that are not expended shall be available for use for faculty development consistent with the purposes outlined in this Article at the discretion of the Provost.

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## **Article 10. APPOINTMENTS AND EVALUATION OF FACULTY**

**Section A, Initial Appointments.** The Faculty Bylaws on Academic Faculty, Section 5.100, shall govern initial appointments to the full-time faculty at Southern Oregon University. The probationary period shall be regarded as the period of continuous employment on six (6) one-year, fixed-term contracts or until the faculty member has been awarded tenure as noted in the Faculty Bylaws on Academic Faculty, Section 5.230. The term of the contract may range from nine to twelve months.

Twelve-month faculty are not eligible for summer revenue sharing pay.

### **Section B, Reappointment of Faculty on One-Year, Fixed-Term Appointments.**

1. When teaching faculty on renewable, fixed-term appointments will not be offered a new contract, notice will be given as follows:

- a. on or before March 15 in the first two years of continuous, full-time service;
  - b. on or before December 15 in the third and fourth years of continuous, full-time service; and
  - c. on or before June 15 thereafter while in continuous, full-time service, to provide twelve (12) months of notice.
2. Notwithstanding the above, athletic coaches will be hired on fixed-term appointments for one, two or three years which may be renewed indefinitely.
- a. Coaches may apply for a three-year extendable appointment or indefinite tenure within a teaching department, as any other faculty member, if:
    - (1) a need for the position in the teaching department can be projected for the foreseeable future;
    - (2) the coach meets fully the requirements for such an appointment within the discipline including possession of the appropriate terminal degree;
    - (3) the application is submitted for review at the appropriate time through the normal channels within and beyond that teaching department and received the approval of the President of the University;
    - (4) and, when an application is for indefinite tenure, a tenure position is available within that teaching department at the time of the application.
  - b. Coaches on fixed-term appointments in the first or second year of full-time continuous service will be notified three (3) months prior to the close of the current contract if the contract will not be renewed; thereafter six (6) months prior to the close of the current contract.
  - c. Faculty members hired as athletic coaches may assume full-time duties within an instructional department, thus dropping the coaching assignment, only if the faculty member holds a three-year extendable appointment or indefinite tenure within the department and only with the written approval of the President of the University who retains the right to assign loads to faculty.
3. Non-renewal of fixed-term contracts is not a disciplinary personnel action and does not require the specification of cause.

**Section C, Faculty Notice of Appointment.** Memoranda shall accompany the faculty members' Notice of Appointment listing the individual adjustments which result in the current contract salary amount-- including the previous salary base and those adjustments granted each faculty member from among the across-the-board adjustments, the permanent merit award, the equity adjustment, the promotion adjustment. Notices of appointment for continuing faculty shall be sent to the faculty by December 1st of the year of appointment or within thirty (30) days of conclusion of collective bargaining.

**Section D, Academic Freedom.** All faculty shall have guaranteed the rights of academic freedom as defined in OAR 580-22-005.

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## **Article 11. RETRENCHMENT**

**Section A, "Programs."** In this Article "program" shall refer to an instructional area represented by a course

prefix, a department, a school or an administrative unit or function, and shall be considered synonymous with "program" as used in OAR 580-021-0300 through 0390. For the purpose of this Article only, the subdivisions within the School of Business shall be considered "programs;" the Library shall also be considered as a "program."

**Section B, Normal Ongoing Procedures.** Traditionally, the University has been required to adjust staffing and budgets for programs in response to changes in allocations, enrollment, curricula, educational programs, mission, and state and federal regulations. Normally, and historically, these staffing adjustments are accomplished by attrition, reassignment of faculty members within the University and non-renewal of fixed-term appointments. The provisions of this Article do not apply to this ongoing and necessary practice, or to the adjustments of departmental budgets for other than faculty compensation.

**Section C, General Provisions.**

1. The President of the University may declare a condition of financial exigency or a condition requiring reduction and/or elimination of a program or faculty positions after fulfilling the requirements of OAR 580-021-0315 "Termination Not for Cause" and this Article. The University's Extended Campus Programs and Summer Session are considered to be separate for purposes of financial exigency.
2. A condition of financial exigency may be declared if the President finds that the current or projected budget of the University has insufficient funds to do all of the following:
  - a. Maintain all essential programs and services;
  - b. Finance the full compensation of all faculty on tenure or three-year extendable contracts until the end of the period of appointment;
  - c. Finance the full compensation of all faculty on fixed-term appointments until the end of the period of appointment;
  - d. Finance the full compensation of all other employees until the end of the period of appointment and any required notice of non-renewal.
3. A condition requiring reduction, reconfiguration, and/or elimination of a program may be declared if the President finds that a failure to reduce or reallocate budgets would result in an impairment of function to include the academic programs (which shall mean a reduction and/or elimination of faculty members by other than the practices outlined in Section B above).
4. Recognizing the requirements of OAR 580-021-0315 for prior consultation with the Chancellor and the Board, the parties agree that factual disputes regarding the existence of a condition of financial exigency or a condition requiring reduction and/or elimination of a program shall not be subject to the grievance or arbitration provisions of Article 17 (Grievance Procedure and Arbitration). An allegation that procedures set forth in this Article were not adhered to is a proper subject for grievance.

**Section D, Presidential Declaration.**

1. Before declaring a condition of financial exigency or a condition requiring reduction and/or elimination of a program, the President shall announce the need for a declaration and present an analysis of the financial condition of the University to the Association and such other persons, groups, or committees as the President deems appropriate.
2. The President will set a time by which comments and recommendations will be due to the President, which time will be at least twenty (20) university calendar days following the announcement of the budget analysis unless the President states circumstances compelling an earlier time. The President or a designee will, at Association request, meet with representatives of the Association to hear and discuss the Association's comments and recommendations.

3. Having received such comments and recommendations as the Association chooses to provide within the specified time, the President may declare a state of financial exigency or a condition requiring reduction and/or elimination of a program.

**Section E, Development of the University Retrenchment Plan.**

1. Following the declaration, the President will develop a provisional plan with consideration of the following:
  - a. Institutional guidelines and mission;
  - b. University admission patterns, historical, current and projected;
  - c. Department Chairs and Deans evaluation of the curriculum staffing needs for the next biennium for each school;
  - d. By school, the number of sabbaticals, retirements and other personnel requests that require consideration for staffing;
  - e. The dependence of other programs within the University on the programs within the school;
  - f. The ability of existing faculty to cover courses in other programs in the school;
  - g. The possible reconfiguration of majors or programs of study;
  - h. Balance between academic programs and other services.
2. The provisional plan will list the proposed reductions, reconfigurations, and/or eliminations by school while not identifying the precise means of implementation. The plan should recognize the centrality of the academic programs in relation to others.
3. The provisional plan will delineate time by which comments must be submitted, which time will be at least twenty (20) calendar days following the announcement of the first provisional plan, unless the President states circumstances compelling an earlier time. Opportunity will be provided for the Association and such other groups, as the President may deem appropriate to comment on the first provisional plan.
4. During the same period, the President will require affected programs to recommend the specific means or alternatives by which the reductions and/or eliminations would be implemented, were the provisional plan adopted, which recommendations will be reviewed by appropriate administrative staff as designated by the President.
5. Having received such comments as may be provided by the specified time and the recommendations of the programs, the University Retrenchment Plan will be developed. The President will announce the Plan, which will include the reductions and/or eliminations within each program and the manner in which the reductions and/or eliminations will be implemented.
6. If the Plan includes the termination of faculty members, the order of termination within a program shall be as follows:
  - a. Fixed-term, non-renewable faculty without the terminal degree;
  - b. Fixed-term, non-renewable faculty with the terminal degree;
  - c. Fixed-term, renewable faculty;

- d. Faculty on indefinite tenure (including extendable multi-year contracts).

Within these categories, termination shall be in inverse order of seniority by academic year, length of service in the program which has been identified for reduction or elimination, unless an exception to the order of seniority is necessary to ensure that the qualifications of the remaining faculty meet the continuing requirements of the program and to maintain compliance with the Affirmative Action Plan of the University. Within each category, and when the needs of the program can be met by two or more members whose qualifications are essentially equal, members with the fewest academic years of service shall be terminated first. The Provost will write the faculty member concerning the decision.

#### **Section F, Termination Procedures.**

1. When a faculty member has been identified for termination within the Plan, the University will take the following actions:
  - a. For a Condition Requiring Reduction and/or Elimination of a program or faculty positions:
    - i. For faculty on fixed-term appointments, the University will provide the faculty member with notice prior to termination: three (3) months if in the first two years of continuous employment; six (6) months if in the third or fourth years of continuous employment; twelve (12) months if in the fifth or subsequent year of continuous employment.
    - ii. For faculty on indefinite tenure or three-year extendable contracts, the University will provide notice twelve (12) months prior to termination, will offer employment in any vacant instructional or non-instructional position for which the faculty member is deemed fully qualified by the University, may offer assistance in seeking employment outside the University, and will offer the faculty member furlough status (see "2.a" below) for two (2) calendar years from the date of termination.
  - b. For a Condition of Financial Exigency  
  
Under a declaration of financial exigency, the requirement of notice prior to termination is waived for all categories of faculty. The University will provide maximum notice (up to that specified in "i" and "ii" above) as is deemed possible by the President given the circumstances requiring the declaration.
2. Furlough Status.
  - a. The President will offer furlough status to qualified faculty members in writing (see "1. (b)") in writing. "Furlough Status" shall mean that the faculty member may be re-employed within the home program without a search as provided in "2. (d)" below. Should the faculty member not accept furlough status in writing within thirty (30) days of the written offer, the University will have no further employment obligation.
  - b. A faculty member on furlough will have the privileges of a faculty member on leave without pay.
  - c. The faculty member will be responsible for providing the Provost with a current address and telephone number throughout the period of the furlough.
  - d. furloughed faculty member is deemed fully qualified by the University to fill the position, the furloughed faculty member may be offered re-employment without the conducting of a search.
  - e. Should the faculty member not accept the appointment within fifteen (15) calendar days of the date of the written offer being mailed to the current address on file with the Provost, the University will have no further employment obligation to the faculty member.

**Section G.** The provisions of this Agreement shall not limit the manner or frequency with which the President may consult with persons or groups deemed appropriate nor the right to designate an individual to act for the President at any step in this procedure.

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## **Article 12. SALARY AND FRINGE BENEFITS**

### **Section A, Employees Retirement.**

1. For work performed on and after July 1, 1985, Southern Oregon University shall continue to pay on behalf of members then participating in the Public Employee Retirement System the statutorily required employee contribution under ORS 238.200, 238(A), and ORS 243.800, including the amount required under ORS 238.215 if other options have been elected. Such payments on behalf of members shall continue for the life of this agreement or until such earlier time as a member may cease to be a participating member of PERS/OPSRP or the ORP.
2. The full amount of the members' required contributions paid by Southern Oregon University to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 238.005(20) for the purpose of computing "final average salary" within the meaning of ORS 238.005(8), but shall not be considered "salary" for the purposes of determining the amount of required employee contributions.
3. Effective January 1, 2004, in lieu of paying the six percent (6%) employee contribution to PERS, Southern Oregon University will pay the six percent (6%) employee contribution for PERS members to the Individual Account Program (IAP) established under HB 2020 through December 31, 2005.
4. Effective January 1, 2004, if the IAP employee account is declared invalid or is otherwise eliminated and a replacement is not available into which the 6% contribution can be credited, then, effective upon the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible bargaining unit members or the IAP's equivalent, pursuant to the relevant chapter of law for governing PERS/OPSRP employee contributions.
5. If for any reason the six percent (6%) payment by Southern Oregon University described above is declared invalid or is otherwise eliminated, then effective on the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible bargaining unit members. In such case, members' six percent (6%) contributions shall be deducted for payment to the applicable IAP employee accounts and shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2).
6. In no case shall there be a six percent (6%) salary increase under both (4) and (5).

### **Section B, Individual Salary Base.**

1. New faculty positions are normally advertised at the floor salary for the given rank. However, it is recognized that in some disciplines salaries are significantly below national standards and that adjustments to salaries in response to market conditions are necessary. For the purpose of this agreement, any floor salary that is \$10,000 or more below the most recent College and University Personnel Association's National Faculty Salary Survey's "All Average" (or another comparable report or survey) may be adjusted using the following guideline: the midpoint between the floor salary and the "all average" rate for a specific discipline and rank is to be calculated and considered as the maximum level for advertising and hiring. The Provost determines at what specific salary range, between the floor salary and midpoint, the specific

position is to be advertised.

2. The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's preceding contract amount.
3. If a faculty member is to receive more than one type of salary increase at the same time, including a general salary increase, a promotion, a step increase, or any other salary adjustment, each adjustment will be applied to the faculty member's salary base as defined in B(2) above.
4. First Year Bargaining Unit Members. The salary of faculty members in their first year in the bargaining unit shall not fall below the appropriate floor during that year. If such a member's salary is below the floor, the salary shall be increased to the floor level.
5. The University and the Association agree that if a person on a non-renewable contract the previous year is rehired, that person's starting salary shall be set according to section H.

**Section C, Health and Dental Insurance.**

1. The University will provide a contribution and subsidy as necessary in amounts sufficient to cover the full cost of medical, dental, and basic life insurance premiums for the applicable tiers from January 1, 2004, to December 31, 2005, for each eligible faculty member for participation in the Public Employees Benefits Board (PEBB) Flexible Benefits Program. Eligibility to extend such tiered coverage to family members, to include spouse and/or dependent children, is provided in accordance with the IRS code, and to domestic partners as defined per applicable PEBB affidavit. The parties may reopen the Agreement to discuss any possible changes in the Flexible Benefits Program.
2. Faculty on leave without pay shall be allowed to continue group insurance by self-paying the premium for the time permitted by PEBB rules.

**Section D, Employee Assistance Program.** The Employee Assistance Program provided by the University shall be continued for Association members. The University will provide a limited amount of assessment, counseling, and referral services to Association members at no cost during the period of this contract. These services will be no less than those available in the preceding contract. The University reserves the right to contract with another provider of these services upon termination of the present contract with Cascade Centers Inc., and/or modify services to respond better to employee needs.

**Section E, Terminal Degree Salary Adjustment.** A faculty member who does not have a terminal degree at the beginning of an academic year but receives a terminal degree (as defined by the Southern Oregon University Faculty Constitution and By-Laws) during the academic year from a recognized higher education institution shall receive at the beginning of the next academic year a base salary adjustment of \$2,000.

**Section F, Promotion.** A faculty member who receives a promotion in rank from Assistant to Associate Professor or from Associate Professor to Professor shall during the contract at the beginning of the next academic year, receive a five percent (5%) base salary adjustment or an amount necessary to bring the faculty member up to the floor salary for the new rank (see Section G), whichever is greater.

**Section G, Floor Salaries.** In order to establish a reasonable spread of salaries between the academic ranks, the following floor salaries shall be set. The floor salary is for a nine-month salary rate and would not be adjusted by stipends.

**APSOU Salary Floors by Rank and Years in Rank  
2003-2005 Biennium and Term of Agreement**

YIR = Years in Rank\*

Rank	Floor Effective 8/31/04	Floor Effective 8/31/05
<b>Instructor</b>	\$32,013	\$32,013
<b>Assistant Professor</b> Without Terminal Degree 0-2 YIR 3 or more YIR With Terminal Degree 0-2 YIR 3 or more YIR	\$37,548 \$37,548 \$39,546 \$39,546	\$37,548 \$40,032 \$39,546 \$42,048
<b>Associate Professor</b> Without a Terminal Degree 0-2 YIR 3 or more YIR With Terminal Degree 0-2 YIR 3 or more YIR	\$44,136 \$44,136 \$46,134 \$46,134	\$44,136 \$46,746 \$46,134 \$48,744
<b>Professor</b> With Terminal Degree 0-4 YIR 5-9 YIR 10 or more YIR	\$55,998 \$55,998 \$58,788	\$55,998 \$58,788 \$61,578

*\*YIR: Floor salaries apply to the number of completed years in rank and will be implemented at the start of the next academic contract. Faculty members with a September 2004 eligibility date are referenced in the Article 12 Memorandum of Understanding.*

**Section H, Cost of Living Increase.** The parties agree that there will be no cost of living increases for bargaining unit members during the term of this Agreement.

**Section I, Family Medical Leaves.** The University will abide by State and Federal statutes concerning family/medical leave, providing job protected leave to employees for certain family and medical reasons. In cases where leave qualifies both under State and Federal family medical leave, the University will designate leave under the law which is most advantageous to the employee. Use of leave will run concurrently and will count towards both entitlements.

During the leave of absence, the faculty member must use accrued paid sick leave and, at the faculty member's option, may retain a minimum balance of 40 hours of sick leave before taking unpaid leave. The University shall maintain benefits and access to the Employee Assistance Program (EAP) during the leave.

Upon termination of the leave, the faculty member shall be restored to the former position or an equivalent available and suitable position without loss of salary level, years in rank, retirement service credits, or any other benefit or right that had been earned at the time the leave of absence commenced, but reduced by any paid leave the faculty member used during the leave of absence.

**Section J, Sabbatical Leaves.** As noted in the Faculty Constitution and Bylaws, sabbatical leaves are a privilege extended by the University for the purpose of strengthening the academic programs of the University while also strengthening the professional preparation of the individual faculty member in scholarship, creative activity, and teaching. While OUS allows for either one-, two-, or three-term sabbaticals, the University believes the longer term sabbaticals better serve institutional needs; thus, the University encourages its faculty to take longer sabbaticals whenever possible. In exceptional circumstances, the institution may extend sabbatical privileges over two academic years to accommodate special departmental needs. In such an eventuality, the faculty member will be eligible for a sabbatical seven (7) years from the initial sabbatical year. The salary rate for a sabbatical taken during two different academic years will be computed on the salary base in the first year of the sabbatical.

In the OUS Financial Rules, travel funds while on leave are limited to extraordinary circumstances. To comply with the intent of this rule, funding for travel during sabbatical must be approved when the initial application is approved. Travel not identified during that approval process will not be considered. This includes funds from the Provost's Office and funds from Article 9 (Professional Development of Faculty Members).

**Section K, Vacation Accrual.** Pursuant to the Board of Education administrative rule 580-021-0030 the following applies to vacation accrual: Eligible faculty members with a 12-month, 1.0 FTE contract accrue 15 hours of vacation per month; eligible faculty members on a 12-month, .50 FTE or more contract accrue vacation in proportion to their FTE. No faculty member may accrue in excess of 260 hours. The maximum number of hours that can be paid upon termination is 180 hours.

**Section L, Staff Fee Privileges.** Pursuant to the Board of Higher Education administrative rules 580-022-0030 and 580-022-0031, staff fee privileges will continue to be extended to one family member as defined in the IRS code or to a domestic partner as defined per PEBB affidavit. If the privileges are not extended by the Board beyond the current expiration at June 2004 for the entire system, pursuant to necessary Board authorization, the Chancellor's Office will support and work with the University in continuing the privileges.

**Section L, Miscellaneous.** No provision of this contract shall be construed to prevent differential salary improvements (equity or merit pay) or to guarantee salary improvement to any member whose performance has been found to be less than satisfactory.

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## **Article 13. SUMMER SESSION**

**Section A, Selection and Appointments of Summer Session Faculty.** Appointments to the Summer Session will be made upon the recommendation of the department and school, but all appointments are at the discretion of the President of the University. The departments will develop a staffing plan for the Summer Session which will: 1) respond to student needs; 2) satisfy any special staff needs brought about by the course offerings; and 3) give preference for faculty members in the bargaining unit employed during the academic year preceding the Summer Session, including those on leave. However, that provision shall not prevent a department from recommending the employment of a faculty member from outside the institution. Faculty employed during the preceding academic year shall be appointed to the Summer Session on the basis of their nine-month salary at the close of the previous academic year. The University retains the right of appointment and assignment of load for faculty within the Summer Session, and no faculty member employed during the academic year is assured employment in the Summer Session.

**Section B, Summer Session Schedule and Appointment.** Faculty members scheduled to teach courses within the allocations would be guaranteed employment in the summer of 2004 and 2005 without regard to pre-enrollment or actual enrollment in assigned courses. Should a scheduled course not be taught, a faculty member may be reassigned to other service as arranged among the faculty member, the Department Chair (if available on campus), Dean of the school, the Director of Summer Session and the Provost. Summer school faculty are responsible for usual faculty duties, which include teaching, student advising (including regularly scheduled office hours), advising of new students at regularly scheduled sessions, and university or community service.

**Section C, Special Programs.** Funding of approximately \$25,000 has been set aside to support special programs in 2004 and 2005 as defined in the Summer Session Guidelines, which programs may have an alternative salary schedule.

**Section D, Summer Salary, Summer Session 2004.** A faculty member will be paid two percent (2%) of the nine-month contract rate for the preceding academic year per ELU for summer courses taught.

**Section E, Revenue Sharing, Summer Session 2004.** Recognizing that the so-called “incentive plan” for the development of the Summer School schedule is intended to benefit those schools that achieve a closer match between course offerings and enrollment demands, but also acknowledging that some courses required to be offered will not attract as large an enrollment as others, the following revenue distribution plan will be used: At the conclusion of each Summer Session, the Director of Extended Campus Programs shall prepare a revenue sharing allocation (if revenues are generated in excess of expenses) with a distribution by school. Net revenues in schools will be used to make up losses in other schools proportionate to the percent of overall net revenue among the schools. In the event of losses in any or all of the schools, the Director shall contribute to offsetting these losses from net income from Special Programs. After adjustments so that all schools at least break even, a total of 60% of the total revenue in each school will be returned to the bargaining unit members (to include OPE) according to the following formula: For each school which remains with a positive net revenue, that revenue will be divided by the sum of the credits taught by bargaining unit faculty outside the school plus three times the credits taught by bargaining unit faculty inside the school. The resulting quantity shall be called a “share.” Faculty outside the school will receive one share per credit taught; faculty inside the school will receive three shares per credit taught. Library faculty will receive one share per credit hour of appointment to a maximum of nine credits. This process will be repeated for each school with positive net revenue to distribute.

**Section F, Summer Session 2005.** Effective with summer session 2005 Sections D and E above will no longer apply and will be replaced with the following: A faculty member will be paid two point three three percent (2.33%) of the nine-month contract rate for the preceding academic year per ELU for summer courses taught.

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## **Article 14. TENURE RELINQUISHMENT AND EARLY RETIREMENT**

**Section A, Eligibility.** A tenured faculty member may apply to the Vice President for Academic Affairs and Provost through the Department Chair and School Dean for relinquishment of tenure, provided that the faculty member is at least 55 years of age on the effective date of the relinquishment of tenure.

**Section B, Approval.** The University reserves the right to approve or disapprove agreements for tenure relinquishment.

### **Section C, Provisions.**

1. The faculty member relinquishes all claims to tenure at a time specified within the agreement--the effective date of the agreement--which time is not more than three years prior to termination.
2. The faculty member is issued a fixed-term contract for full-time service covering the period between the relinquishment of tenure and the date of termination, which period may not exceed three years.
3. The faculty member retires at the close of the fixed-term contract.
4. The agreement may provide for part-time service by mutual agreement with the University. Any retired faculty member may be employed part-time on a term-by-term contract as herein delimited.

### **Section D, Definition of Appointments.**

1. Full-time Service Under an Agreement for Tenure Relinquishment. The tenured faculty member may continue

in full-time employment for not longer than three years following the effective date of the agreement.

2. Part-time Service Under an Agreement for Tenure Relinquishment. Following termination under tenure relinquishment, the faculty member may be employed for a maximum of 1039 hours per calendar year (.33 FTE if employed only during the months of the academic year).

**Section E, Salary Provisions.** The salary base of the faculty member will increase six percent (6%) on the effective date of the agreement (a one-time, permanent addition to the base salary). After having entered into an agreement for tenure relinquishment and for the duration of full-time and part-time employment, the faculty member will receive across-the board salary improvements and will have access to differential salary improvements just as all other faculty. The payment for part-time service will be based on a percentage of the faculty member's adjusted base salary, except by mutual agreement of the University and the faculty member. The adjusted base salary is the faculty member's salary at the time of retirement plus subsequent across-the-board adjustments given to other members of the unit. Any across-the-board adjustments given to other faculty members of the unit during the retiree's last academic year of employment will be awarded to the retiree retroactively to September 16 of that year.

**Section F, Retirement Options at Southern Oregon University.** When a faculty member indicates he/she is considering retirement, they may choose either Retirement Option A or Retirement Option B.

#### Option A

1. Salary tenure relinquishment:  
Traditional tenure relinquishment in collective bargaining involves a 6% increase to base salary for up to three years prior to retirement. Faculty continue to receive other bargained salary increases during this period.
2. Post-retirement teaching:  
Current practice is for faculty to receive 0-3 years of post-retirement teaching. In addition to salary (which continues to increase during this period), they often receive the full-cost of benefits, including health benefits, if granted a post-retirement contract.
3. Health benefits:  
Currently faculty receive no health benefits except as a result of their post-retirement teaching.

#### Option B

1. Salary tenure relinquishment:  
Faculty receive a 6% increase to their base salary for one year prior to the date of retirement. Faculty continue to receive other bargained salary increases during the one-year relinquishment period.
2. Post-retirement teaching:  
The faculty do not receive a contract for post-retirement teaching, but may be hired at an emeritus faculty rate if department needs require. The emeritus faculty rate will normally be in excess of base adjunct rate as determined by the Academic Planning Council. There are no benefits as a result of teaching. This is a conditional option at the discretion of the dean and the chair.
3. Health benefits:  
Retirees receive health and dental benefits for up to seven years, or until the employee reaches age 65. The benefit amount is fixed at the contribution plus subsidy amount for the faculty member and spouse tier effective at the close of the academic year in which the employee retires. If the cost of health insurance increases beyond this total, retirees will be expected to pay the difference. Accepting another full-time position and its benefits cancel the University's obligation to provide health benefits. If a retiree participating in Option B dies before the end of the effective period of the health benefits, his/her dependents will receive health benefits, as described above, until the effective period is completed.

The total amount of post-retirement benefits will be calculated at the time of retirement and these funds

encumbered in the SOU budget before other budget items. The amount of post-retirement benefits may limit the timing or the % FTE that a department will have available for replacement.

The Chair, Dean, and Provost must approve the agreement for either Option A or Option B. The Office of Budget and Planning will provide a cost summary for each agreement prior to its completion.

Faculty may change from one option to the other at any time prior to their retirement. Faculty should be aware that there are potential payback issues and tax implications depending on the change they make. The liability for these changes resides with the faculty member.

**Section G, Security.** The University agrees not to use the provisions of program reduction or fiscal exigency to eliminate the position during the period of the fixed-term contract.

**Section H, Early Retirement Incentives.** The University may, at its initiative, announce an early retirement incentive program. Any tenured faculty member may apply to the Provost through the Department Chair and School Dean for early retirement. Eligibility requirements will be clearly stated. The University may put together a program, which has the following features:

1. All eligible faculty who wish to will be granted early retirement;
2. a range for the total financial value of the plan will be stated. The minimum and maximum of the range shall be expressed in terms of percentages of eligible faculty member's nine-month salary rate, and the maximum range shall be one-half of a nine-month salary; and
3. the specific components of an individual plan will be as negotiated by the University and an individual, and may include (but are not limited to) cash, deferred cash, extended health benefits, extended post-retirement teaching, sunset sabbaticals, and summer employment.

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## **Article 15. ACADEMIC REGALIA**

The parties agree that departments, at the discretion of and with the agreement of the members, may reimburse members for the cost of rental of academic regalia used at the annual University commencement. Reimbursement will be made from the departmental services and supplies budget as funds are available.

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## **Article 16. NON-DISCRIMINATION**

There shall be no discrimination on the part of either the University or the Association because of age, race, color, sexual orientation, disability, national origin, or political or religious belief of any employee. The Association supports the policy of Equal Employment Opportunity and Affirmative Action as expressed in Presidential Executive Order #11246, as amended by Presidential Executive Order #11375. The Association agrees to assist the University in the implementation of its Affirmative Action and Equal Employment Opportunity policies.

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## **Article 17. GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section A, Intent.**

1. It is the objective of the University and the Association to encourage the fair and equitable resolution of grievances. Upon request, each party to a grievance shall promptly make available to the others all known relevant facts and information.

2. The processes described in this Article are intended to be the sole method used for resolution of grievances, as that term is defined in Section B. Nothing contained in this Article is intended to preclude the use of the procedures outlined in the Faculty Constitution, its Bylaws, or the Oregon Administrative Rules. However, if a member seeks resolution of a dispute/grievance through any agency other than provided in this Article prior to seeking resolution of the dispute/grievance through presenting a grievance under this Article or while grievance proceedings are in progress, the University shall have no obligation to entertain nor proceed further with the matter pursuant to the provisions of this Article.

**Section B, Definition.** A grievance is a claim that the terms of this Agreement have been violated, misrepresented, or misapplied or that procedural steps in matters of appointment and reappointment have not been followed. The term “grievance” shall not include complaints relating to matters of academic judgment. For the purposes of this Agreement, the term “academic judgment” shall mean the judgment of academic authorities, including teaching faculty and administrators, as to (a) the procedures, criteria and information to be used in making determinations as to appointment, reappointment, promotion, three-year extendable contracts and tenure; and (b) whether to recommend or grant appointment, reappointment, promotion, three-year extendable contracts or tenure to a particular individual on a basis of such procedures, criteria and information. For the purposes of arbitration, the term “grievance” shall not include complaints related to discrimination on the basis of religion, gender, sexual orientation, race, color, national origin, age, disability, or marital status.

### **Section C, Presentation of Grievance**

1. Informal Presentation.
  - a. Members are encouraged to attempt to settle grievances informally within the time frame described in Section 1.b. A member or a group of members may present a grievance personally or may be represented by the Association upon written request to said Association.
  - b. If members are unable to settle the grievance during this informal presentation and want to pursue the grievance further they shall inform the Association. The Association may present a grievance and shall be entitled to representation at all informal presentations. All such presentations must be made within twenty (20) university calendar days following the date upon which the members had or could have been reasonably expected to have knowledge of the action, event, or commencement of the condition that is the basis of the grievance.
  - c. The President or designee, not a member of the bargaining unit, shall render a written decision within twenty (20) university calendar days if so requested by the Association. The Association within twenty (20) university calendar days after the last informal presentation must make such a request.
  - d. Any settlement, withdrawal, or other disposition of a grievance through the informal presentation shall not be considered a binding precedent in the disposition of subsequent grievances.
2. Formal Grievance Procedure
  - a. Filing a Formal Grievance: Formal grievances must be filed by the Association in the President’s Office within twenty (20) university calendar days after receipt of the President’s written decision at the informal grievance level, or within twenty (20) days after the last informal presentation. Formal grievances must be initiated by submitting relevant facts to the President on the grievance form as set forth below. Use of this form in no way precludes the submission of other relevant facts later during the grievance and arbitration process.

Grievance Form:

1. Name of employee(s) grieved:
2. Date(s) alleged grievance occurred:
3. Name(s) of administrator(s) involved in violation of Agreement on which grievance is based:
4. Article and Sections of Agreement which were violated (quote specific language);
5. Summary and explanation of grievance:
6. Witnesses:
7. Documents (identify and attach):
8. Remedy requested:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Signature(s) of grieved \_\_\_\_\_

Signature of Association \_\_\_\_\_

b. Formal Grievance Steps:

Any step(s) of the formal grievance procedure may be waived by mutual consent of the parties. A written request from one party and a written confirmation by the other shall constitute mutual consent for such waivers.

Step I. The Dean of the school will hear the grievance within twenty (20) university calendar days of its presentation and render a decision in writing to the Association within ten (10) university calendar days of the hearing. If there is no incumbent Dean of the school, the Association shall proceed to Step II below.

Step II. If the Association is not satisfied with the decision at Step I, the Association may present the grievance in writing to the Provost within five (5) university calendar days after receiving the decision from the Dean of the school. The Provost will hear the grievance within ten (10) university calendar days if the Dean of the school has heard the grievance and twenty (20) university calendar days if not and will render a decision in writing to the Association within five (5) university calendar days of the hearing.

Step III. If the Association is not satisfied with the decision at Step II, the Association may present the grievance in writing to the President of the University within five (5) university calendar days after receiving the decision from the Provost. The President, or a designee not hearing the grievance at Steps I and II, will hear the grievance within ten (10) university calendar days and will render a decision in writing to the Association within ten (10) university calendar days of the hearing.

3. General Provisions as to Grievances

- a. Failure by the administration to communicate a decision on a grievance at any step short of arbitration within the stated time limits, including any extensions thereof, shall be deemed agreement to grant the remedy sought. Failure by the Association to proceed to the next step within the stated time limits, including any extension thereof, shall be deemed an acceptance of the decision rendered at that step.

- b. Neither the University nor the Association shall take reprisals against any member for participating in a grievance procedure.

**Section D, Communication.** Whenever written grievances, answers, decisions, or appeals are required as herein outlined, they shall be sent by certified mail or delivered to the following in person:

1. The President of the University
2. The President of the Association

**Section E, Arbitration.**

1. If the grievance is not resolved at the President's level, the grievant or the Association may, within thirty (30) university calendar days of the receipt of the written response from the President's office, submit the issue to arbitration. Any demand for arbitration shall be in writing, shall specify the issue in detail, and shall be sent by certified mail to the President and the Employment Relations Board. The arbitrator shall be chosen pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association or from a list of five (5) arbitrators obtained from the Oregon Employment Relations Board.
2. The arbitration hearing shall be conducted pursuant to the Voluntary Arbitration Rules then prevailing of the American Arbitration Association.
3. The arbitrator's fees and other expenses, including the preparation of a transcript, shall be shared equally by the parties. Expenses of witnesses, if any shall be borne by the party calling the witness.
4. Authority of the Arbitrator
  - a. The arbitrator shall neither add to, subtract from, nor modify the terms of this Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation of this Agreement and to whether procedural steps in matters of appointment, reappointment, and promotion have been followed. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted.
  - b. In cases involving the exercise of "academic judgment," the arbitrator shall not substitute personal judgment for that of the official making such judgment, but shall confine the determination to whether procedural steps have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall direct that the appropriate official in accordance with relevant procedural steps reconsider the matter.
  - c. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time. Either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.
5. Time and Place of Hearing. The arbitrator shall hold the hearing within fifteen (15) university calendar days of acceptance of the selection or as soon thereafter as practicable, and shall issue a decision within thirty (30) university calendar days of the hearing unless additional time is agreed to by both the parties.
6. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case

shall an award be retroactive to a date earlier than forty (40) calendar days before the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

7. The award of the arbitrator shall be final and binding upon “OSBHE,” the Association and the Grievant(s) involved to the extent permitted by and in accordance with applicable law and the Article.

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## **Article 18. FACULTY-ADMINISTRATION RELATIONSHIPS**

**Section 1, Designation of Rank.** Non-bargaining unit members will be given rank in an academic discipline, promotion in rank in an academic discipline or tenure in a department only upon the affirmative written recommendation of the department acting in accordance with established departmental criteria and procedure.

Nothing in this section shall be construed to change the current status of presently appointed administrative staff who are not members of the bargaining unit, nor shall this section prohibit designation of rank without departmental designations.

**Section 2, Accompaniment Policy.** APSOU and the SOU administration have agreed to criteria that extend to Association members the opportunity to have an APSOU member accompany them to meetings with administrative personnel. This service is intended to support faculty and resolve issues before they develop into serious conflicts.

1. When This Service Is Appropriate.

Every effort should be made to resolve an issue before calling in a third party. Initial meetings between a faculty member and administrator should be one-on-one. Many times issues can be resolved when only fact-finding needs to take place or a misunderstanding needs to be clarified. If the initial meeting is not going well, however, either party should feel free to cancel and reschedule with additional witnesses. APSOU accompaniment may be utilized only for informal meetings that occur prior to a grievance. Formal grievance procedures are outlined in the Collective Bargaining Agreement and the Faculty Constitution and Bylaws.

2. Protocol.

- a. Attempt to resolve issues with an initial one-on-one meeting between the parties involved. If that is not satisfactory, the faculty member should contact an APSOU escort from the list posted on the APSOU web site (under Policies, with the URL of <http://www.sou.edu/apsou/policies.htm>).
- b. If an APSOU member will accompany the faculty member, a minimum notice of one day should be given. The faculty member requesting accompaniment is responsible for notifying all of the parties involved.
- c. The APSOU member will not be representing APSOU, but rather will act as a support to the faculty member. The APSOU member will function as a witness, a listener and a potential sounding board.
- d. Confidentiality is to be maintained. The Provost will provide procedures to that APSOU faculty participating in the accompaniment program.
- e. The faculty member and the APSOU member should discuss the situation prior to the meeting, especially concerning the type of support the faculty member wishes to receive. The APSOU member may be able to make suggestions that help resolve the issues involved.

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## **Article 19. WORKING CONDITIONS**

## 1. Support Staff.

- a. The University will give high priority to providing additional clerical positions in the teaching units. Within budget constraints, strong emphasis will be placed on upgrading those schools that currently have inadequate clerical staffing as measured by the clerical FTE and the ratio of faculty to clerical.
  - b. In the event that an academic department's support staff is absent for an extended period of time, thus adversely affecting the department's operations, the University will provide temporary help during such absence. Requests for such help will be through the Department Chair to the Dean or Director and then to the Provost.
  - c. The University agrees to provide courtesy identification cards to the spouse of any member making an appropriate request to the Business Services Office.
2. **Work Load.** Both parties recognize that institutional past practice in the matter of typical faculty loading has been to assign the equivalent of twelve (12) credit hours a term (36 per year) in instruction and three (3) credits for advising, plus other duties specified in the standard individual contract. In addition, both parties recognize that it is in the interest of both the faculty and SOU to maintain maximum flexibility in scheduling work assignments. Upon the mutual agreement of the faculty member and his/her Department Chair, the focus of the faculty member's work assignment for a particular term may be more heavily or less heavily weighted toward teaching activities than the 12 credits teaching and 3 credits advising outlined above, provided that the faculty member maintains an average assignment of 12 credits teaching and 3 credits advising. The University, acting through the Deans and Chairs, has the right to determine the instructional equivalent for research and service assignments.
3. **Adjunct Hiring.** Both parties acknowledge the necessity of staffing flexibility through the hiring of adjunct faculty for short-term instructional needs. Both parties also acknowledge that the long-term interests of departments are served by having permanent staff that are fully involved in the life of the department and are compensated fairly for the work they perform. It is the University's intent to strengthen its permanent faculty as it can, within the constraints of its budget. The Association and the University agree that the efforts of adjunct faculty should be recognized and that to the degree practicable they should participate actively in the life of departments.

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## Article 20. NOTICES AND COMMUNICATIONS

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

FOR THE ASSOCIATION:

President  
Association of Professors  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520

FOR THE UNIVERSITY:

President  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520  
and

Acting Chancellor  
Oregon University System  
Post Office Box 3175  
Eugene, Oregon 97403

FOR THE STUDENTS:  
President, ASSOU  
SU 321  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520

**Institution Information.** Upon written request to the Provost signed by the President of the Association, or a designee, the University will provide to the Association a copy of official published records, files, studies and other papers which are public records, but excluding working papers and other material exempted by state law or presently exempted by the Administrative Rules of the Oregon State Board of Higher Education. Copies will ordinarily be furnished without charge, but the University reserves the right to make charges reasonably calculated to recover its file search and reproduction costs.

The University will also provide to the Association, in advance of meetings of the State Board of Higher Education or its standing committees, agenda that contain any proposed changes to its Administrative Rules.

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## **Article 21. TOTALITY OF AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, the Association and the University had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement between the parties for its duration. The parties further assert that all obligations and benefits contained in this contract are the result of voluntary agreement.

Therefore, the Association and the University, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively on any subject or matter covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

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## **Article 22. SEPARABILITY**

Notwithstanding the provisions of ORS 243.702, Section 1, it is the expressed intent of the parties that in the event any court of competent jurisdiction or through government regulation or decree shall at any time declare any provision of this Agreement invalid, such decision shall not invalidate the entire Agreement. All other provisions not declared invalid or not incomparable therewith shall remain in full force and effect.

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## **Article 23. NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purposes of negotiating a successor Agreement, APSOU and the University will meet between April 1, 2005, and June 30, 2005, to begin negotiations of a Successor Agreement. APSOU will send written notice to the

University within fifteen (15) calendar days after the meeting specifying those subjects, sections, or articles it proposes to open for negotiations. Fifteen (15) calendar days after the University receives APSOU's request, the University will send written notice to APSOU specifying those subjects, sections or articles it proposes for negotiations. Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall automatically become part of any Successor Agreement. Negotiations of the Successor Agreement shall begin no later than fifteen (15) days after APSOU receives the University's notification, or such date thereafter as may be mutually agreed upon by the parties.

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## **Article 24. COPIES OF AGREEMENT**

Within thirty (30) days of the signing of this Agreement, the University will send a copy of the Agreement to each member, send twenty-five (25) additional copies to the President of APSOU, send five (5) copies to the President of ASSOU, and provide a copy to each new member upon hiring. Both parties of the Agreement shall share the cost of the printing of the Agreement equally.

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## **Article 25. TERM OF AGREEMENT**

This Agreement shall be in full force and effect from the date of ratification by both parties to and including August 31, 2005.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Elisabeth Zinser, President

\_\_\_\_\_  
Jim Rible, Chief Negotiator, Hannon Library

\_\_\_\_\_  
Ronald S. Bolstad, Vice President for  
Administration and Finance

\_\_\_\_\_  
D. L. Richardson, Department of Communication

\_\_\_\_\_  
Earl H. Potter III, Provost and Vice President for  
Academic Affairs

\_\_\_\_\_  
Linda Wilcox Young, Department of Economics

\_\_\_\_\_  
Cynthia A. Beckwith, Associate Vice President  
for Human Resources

\_\_\_\_\_  
Kemble Yates, Department of Mathematics

\_\_\_\_\_  
Joe Sicotte, Associate Vice Chancellor,  
Human Resources, Oregon University System

The State of Oregon, Acting By and  
through the State Board of Higher Education  
on behalf of Southern Oregon University

**Memorandum of Understanding  
between  
Southern Oregon University  
and  
The Association of Professors, Southern Oregon University**

**ARTICLE 12. SALARY AND FRINGE BENEFITS**

The parties acknowledge that due to legislative directives, no salary increases may be awarded to base salaries except for promotions, terminal degree adjustments (Article 12, Section E), and the mid-rank adjustments that were awarded prior to the effective date of this Agreement. In lieu of mid-rank increases in 2004-2005, eligible faculty members shall receive lump sum payments described below.

The parties agree that faculty members who would have been eligible for a salary floor increase in September 2004, as described in Article 12, Section G of the 2001-2003 Agreement, shall receive a lump sum payment on November 30, 2004, providing they meet the criteria for a salary floor increase. The funds available for this payment will be computed by multiplying the total regular FTE of faculty members as of September 16, 2004, by \$350.00. The resulting total will be divided equally among each faculty member who would have been eligible for a salary floor increase in September 2004, except that the maximum lump sum payment to each faculty member on November 30, 2004 shall not exceed the difference between each eligible faculty member's current salary and the new floor.

If the amount paid on November 30, 2004, is less than the difference between the eligible faculty member's current salary and the new floor, the remaining amount shall be paid as a lump-sum payment on July 31, 2005.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Elisabeth Zinser, President

\_\_\_\_\_  
Jim, Rible, Chief Negotiator

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George Pernsteiner,  
Acting Chancellor

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Date

**Memorandum of Understanding  
between  
Southern Oregon University  
and  
The Association of Professors, Southern Oregon University**

**FACULTY COMPENSATION RESEARCH TEAM**

The Association and University agree to convene a Faculty Compensation Research and Planning Team composed of three management representatives and three Association members to recommend an alternative compensation plan to the one described in this Agreement, including summer session. Other management and Association members may be designated to serve as resources to the Team and to assist the Team as needed. The Faculty Compensation Research and Planning Team will consider the following in making a recommendation:

- o Compensation philosophy and objectives that describe what SOU and the Association intend to achieve through the compensation plan's structure and administration. The objectives should identify market comparators and surveys to reference in establishing goal(s) and evaluating the compensation plan, the targeted goal(s) for faculty salaries as a percent of market data, and the time period for achieving the goal(s), which may be approximately 5 to 10 years.
- o Structure that delineates how goals and objectives will be implemented.
- o Evaluation that describes how and when the plan's effectiveness will be measured against the plan's philosophy and objectives.
- o Communication Strategy to ensure Association members and management understand the components of the plan.

The Faculty Compensation Research and Planning Team will submit its recommendation to University and Association leadership no later than January 2005.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Elisabeth Zinser, President

\_\_\_\_\_  
Jim, Rible, Chief Negotiator

**Memorandum of Understanding  
between  
Southern Oregon University  
and  
The Association of Professors, Southern Oregon University**

**FACULTY WORKLOAD**

The Association and the University agree to convene a task force of management and association members to study faculty workload and the perceived gradual, but continuing decline in the time faculty have available to devote to their teaching and professional activity. Their work should build on the work performed by the previous task force report dated June 11, 2003, and further include consideration of:

- o The Faculty Senate's work on expectations of the faculty.
- o An ELU policy to be used by all schools.
- o Department procedures for mitigating non-teaching responsibilities. For example, committee meetings and workload, lab maintenance, supervision of classified staff, etc.
- o How departments differentiate the "service" expected of all faculty and "regular duties." For example, is managing a studio or lab a "campus service" or is it just part of the faculty member's "regular duties?"

The task force should begin their work in the beginning of Fall Term, 2004 and issue a report by the end of Winter Term, 2005.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

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Elisabeth Zinser, President

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Jim, Rible, Chief Negotiator

## **Article 8. DEPARTMENTAL CHAIRPERSONS: DUTIES**

**Section A.** The duties of the departmental chairperson are generally limited to coordination and implementation of departmental decisions, and responding to administrative direction.

The University recognizes that the chair duties entail significant time commitments. The amount of time does increase with the size of the department. Therefore, Department Chairs in departments with greater than 10 or above faculty FTE will be given the option for up to .50 release time per quarter. Department Chairs with less than 10 faculty FTE will be given release time up to .33 per quarter. There may be cases in which the chair in consultation with the Dean will propose a different arrangement for release time. The Provost must approve this. If release time is not feasible, the Dean and the Provost will grant, at the part-time rate and only after approval, compensation in lieu of release time.