

BETWEEN  
UNIVERSITY OF OREGON  
AND  
UNITED ACADEMICS OF THE UNIVERSITY OF OREGON. AFT/AAUP, AFL-CIO

This Memorandum of Understanding (“MOU”) is entered into by and between University of Oregon (“University”) and United Academics (“Union”), collectively referred to as “the parties.”

- a. **WHEREAS**, In January of 2020, the parties began negotiating a successor collective bargaining agreement to the current collective bargaining agreement (Current CBA) that expires in June 2020. Going forward, these negotiations will be referred to as the parties’ “Current Negotiations.”
- b. **WHEREAS**, After bargaining began, the COVID-19 public health crisis and the associated stay-at-home orders impacted bargaining and caused financial uncertainty related to the University’s state appropriation allocations and enrollment.
- c. **WHEREAS**, Given the disruption and uncertainty caused by COVID-19, the parties have agreed to extend the Current CBA by one year to June 30, 2021. Bargaining for a successor agreement will begin no later than 150 days before the expiration of the CBA.
- d. **WHEREAS**, the University has also agreed to extend individual contracts for career faculty with contracts that require notice by May 1<sup>st</sup> in the manner set forth below.

The parties agree as follows:

**CBA Extension, Future Negotiations and Impact on Current Negotiations:** The parties agree to extend the Current CBA to June 30, 2021 and to indefinitely suspend the Current Negotiations. The terms set forth in the Current CBA, including MOUs negotiated before the Current Negotiations, shall remain in full force and effect until the new expiration date. Tentative Agreements negotiated during 2020 will be reduced to MOUs and have the full force and effect of CBA language.

New negotiations related to the Current CBA will start no later than 150 days before the Current CBA’s June 30, 2021 expiration date (Future Negotiations). The Future Negotiations and this MOU completely supersede and nullify the parties’ Current Negotiations. This means that discussions, and proposals from the Current Negotiations have no precedential effect on the parties’ Future Negotiations. This also means that the Current Negotiations do not bind, limit or otherwise impact the interpretation, implementation or terms of the Current CBA.

**Salary Increases and floors:** The parties agree that applicable salary increases and floors set forth in Article 26 shall remain in full force and effect from now until the expiration of the Current CBA as stated above. This means that promotion and post tenure increases, for example, will proceed pursuant to the terms of the Current CBA through the Current CBA's new expiration date. The parties acknowledge that the CBA does not include annual increases for 2021 and that means that annual increases shall not be provided to bargaining unit members in AY 20-21.

**Bargaining Release Time:** To prepare for the Current Negotiations, the Union exercised its right under Article 11, Section 2 to provide bargaining course releases to its members. Because it was unclear whether and when the Current Negotiations would resume, those releases covered time for unit members in winter and spring term of AY 19-20. Given that, the Union does not have any release time under Article 11, Section 2 to prepare for Future Negotiations.

The parties acknowledge that some release time is necessary for the Union to prepare for and participate in Future Negotiations. The University agrees to provide 1.5 FTE of release time per term for the Winter and Spring 2021 terms (in addition to that release time provided for in Article 11, Sec. 1) for distribution to the Union's negotiation team for preparation and attendance at negotiation sessions. For purposes of this section, courses will equate to .3 FTE per term. The additional release time provided for in this section is subject to the notice provisions provided for in Article 11, Section 3. This provision shall sunset upon the expiration of the Current CBA and shall not impact the interpretation of or create precedent for Article 11.

**Career Contracts for AY 20-21:** The University agrees to a one-year contract extension for non-funding contingent Career nine-month and twelve-month faculty with contracts that require notice of renewal or non-renewal by May 1, 2020 as stated in Article 16, Section 1(a); and who would have otherwise been renewed prior to the public health crisis caused by COVID-19. FTE for those extended career contracts will be provided as follows:

1. Career non-funding-contingent Faculty with an actual annualized FTE of 0.5 FTE or above in AY 19-20 and who received health insurance for all of AY 19-20 shall receive at least annualized 0.55 FTE contracts for AY 20-21. The University will maintain and pay its share of these employees' health care costs through all of AY 20-21 regardless of actual FTE in a particular term; and
2. Career non-funding-contingent faculty with FTE below that threshold in AY 19-20 will receive at least annualized 0.11 FTE contracts in AY 20-21.

All Career Faculty contracts extended under this section will have appointments ending on June 15, 2021. Absent other changes to the CBA or an MOU that impacts career contracts, Career Faculty extended under this section and the University shall have the

rights set forth in the CBA related to renewal and non-renewal and contract length when new appointments are issued in spring 2021.

The University's right to non-renew Career Faculty pursuant to the CBA for reasons that are unrelated to the impacts of COVID-19 is not impacted by this section.

Notwithstanding any of the language stated above, no career faculty member with an extended contract will receive an initial FTE in AY 20-21 that is higher than the actual annualized FTE they had in AY 19-20.

**Increased FTE for career contracts:** Within forty-five days of the Effective Date of this MOU, the University will provide information to career faculty referenced in the Career Contracts in AY 20-21 Section of this MOU regarding what criteria will be used to make decisions regarding increases to FTE. The University will consult with the Union before providing this information and, after such consultation, shall send the information to impacted Career Faculty. The parties agree that FTE increases should generally be based on curricular and programmatic need and performance, as evidenced by objective criteria. Whenever possible, faculty in their highest rank will be given preference for FTE increases over faculty not in their highest rank. Similarly, whenever possible, faculty in the second highest rank will be given preference for FTE increases over faculty who have not achieved promotion.

No later than two weeks before the start of fall term AY 20-21, the university will assign any increased fall term FTE to career faculty with extended contracts referenced in the Career Contracts in AY 20-21 Section of this MOU.

**Standardized syllabi:** The university represents that in those disciplines where a single standardized syllabus is required by the department for all sections of a course, as in Romance Languages, it does not intend to increase course caps in AY 20-21. If that changes in the future, the university will consult with the Union before implementing the change. Absent the time and ability to update the applicable syllabus or to provide additional resources to account for an increase in class size, career faculty in units with prescribed syllabi shall be provided with increased FTE commensurate with the increase in work.

**MOUs:** The parties agree that no later than July 15, 2020, they will begin discussions regarding restoration of FTE for faculty listed in "Career Contracts for AY 20-21," an expectation of continued employment plan, improvements to the current TRP system, and a Progressive Pay Reduction Plan. Any agreements reached during these discussions will be memorialized in an MOU. Nothing about this section or this MOU prevents, limits or prohibits the parties from negotiating other memoranda of understanding between the Effective Date of this MOU and the CBA's new expiration date.

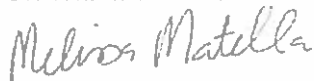
**Knowing and Voluntary.** The parties acknowledge that they have carefully read and fully understand the terms of this MOU, and that they are voluntarily entering into this MOU.

**Effective Date.** The parties agree that this MOU will be effective on the date on which all parties have signed below.

**Entire Agreement.** The parties' collective bargaining agreement (CBA) and this MOU represent the parties' entire agreement with respect to the subject matter discussed in this MOU. Except as described in this MOU, this document does not modify the CBA and it still remains in full force and effect. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

**Disputes.** Any and all disputes arising from the interpretation, implementation or application of this MOU are subject to the grievance and arbitration provisions of Articles 22 and 23 of the Agreement.

FOR THE EMPLOYER



05/11/20

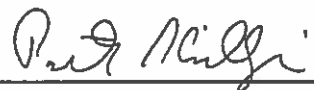
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Missy Matella Date  
Senior Director  
Employee and Labor Relations

FOR THE UA



5-11-20

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David Cecil Date  
Executive Director



5/11/20

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Patrick Phillips Date  
Provost and Senior Vice President