



Inaugural Collective Bargaining Agreement

by and between

Oregon Institute of Technology

and

Oregon Tech Chapter of the
American Association of University Professors

January 1, 2020 to June 30, 2025

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Preamble

This collective bargaining agreement (“CBA” or “Agreement”) is ratified by Oregon Institute of Technology (“Oregon Tech” or “Employer”) and the Oregon Tech Chapter of the American Association of University Professors (“Association” or “OT-AAUP”).

The Association is the exclusive bargaining representative for the bargaining unit defined in Article I: Recognition.

The intent and purpose of this Agreement is to establish working conditions of the bargaining unit faculty members. Oregon Tech and the Association shall engage in good faith negotiations during the initial and any successor Agreement.

Article I: Recognition

Pursuant to the certification by the Oregon Employment Relations Board issued June 27, 2018 in Case No. RC-008-18, Oregon Tech recognizes the Association, Oregon Tech American Association of University Professors as the sole and exclusive bargaining representative of all full time faculty, instructors, and librarians working at 0.50 FTE or above at Oregon Institute of Technology, but excluding employees in the following groups: 1) faculty employed as president, vice president, provost, vice provost, dean, associate dean, assistant dean, head or equivalent position; 2) faculty employed in an administrative position without reasonable expectation of teaching, research, or other scholarly accomplishments; 3) classified staff; 4) confidential employees; and, 5) faculty chairs.

Article II: Academic Freedom

Academic freedom and freedom of speech are necessary conditions to teaching, research, scholarship, and service. Academic freedom ensures that bargaining unit members have the freedom to teach, conduct research, engage in internal university discussion, and participate in public debate. In discharging their duties, bargaining unit members must treat students, staff, colleagues, and the public fairly and with respect.

Section 1. Bargaining unit members shall have the freedom to teach, both inside the classroom and other required instructional activities such as internships, externships, laboratories, and field trips. Bargaining unit members must teach students to think critically and interpret information for themselves. Such training often occurs in an atmosphere of controversy that, so long as it remains educationally relevant, actively assists students in their pursuit of knowledge.

Selection of instructional materials, definition of course content, and assessment of student performance in a class should be left to bargaining unit members’ discretion so long as they are consistent with departmental practices, Oregon Tech’s mission, the Oregon Tech catalog of courses, and programmatic and institutional accreditation requirements. Bargaining unit members’ freedom to teach is not separable from students’ freedom to learn. As students have the right to learn the subject of the course, bargaining unit members have an obligation to teach the subject of the course. Bargaining unit members should not introduce matter into their teaching and student assessment strategies which have no relation to course subject.

Bargaining unit members have the academic freedom to evaluate the academic performance of students enrolled in courses they teach and, under normal circumstances, to judge the grades awarded to those students. A student's grade may be changed following a student's appeal through Academic Grievance Procedures. A student's grade cannot be changed by any person other than the bargaining unit member, Department Chair, College Dean or Provost. If a grade is changed, notification will be sent by the registrar's office to the bargaining unit member and Department Chair unless the grade change is initiated by the bargaining unit member.

Section 2. Bargaining unit members shall have the freedom to conduct research and scholarship, and to publish, display, or otherwise disseminate the results of that work to students, the public, and others in their profession. While Oregon Tech will not dictate the nature or topic of research or scholarly work, all such work must comply with Oregon Tech policy, procedures, research or scholarly agreements and applicable federal agency guidelines on research misconduct. Oregon Tech retains the right to investigate and respond to allegations of misconduct in preparation and publication of scholarly and creative work.

Section 3. To the extent legally protected, bargaining unit members shall have the freedom and are encouraged to participate in the system of shared academic governance, and contribute to the academic functioning of their academic unit, college, department, program, and the University without fear of censorship, reprisal, or discipline from Oregon Tech.

Section 4. To the extent legally protected, and consistent with Oregon Tech's campus speech and posting policies, bargaining unit members have the protections of freedom of speech, as derived from the First Amendment of the Constitution of the United States of America and Section 8 of Article I of the Constitution of the State of Oregon. When bargaining unit members speak or write as members of the public, they shall indicate that they are doing so in their individual capacity, not for or on behalf of the program, Department, College, or Oregon Tech. They may identify their Oregon Tech affiliation so long as no University sponsorship or endorsement is stated or implied. Bargaining unit members should at all times strive to be accurate, exercise appropriate restraint, and show respect for the opinions of others.

Article III: Non-Discrimination

Section 1. Oregon Tech and the Association agree not to discriminate because of protected class status, including, race, color, creed, religion, national origin, age, sex (including pregnancy related conditions), sexual orientation, gender identity, gender expression, disability, marital and familial status, genetic information, veteran status, or any other characteristic protected by law. The parties recognize that discrimination may include harassment or retaliation on the basis of a protected class recognized by law.

Additionally, while not a protected class recognized by law, Oregon Tech will not discriminate or retaliate against bargaining unit members engaged in lawful, off-duty, political activity or associations.

Section 2. Oregon Tech and the Association agree not to discriminate against bargaining unit members because of their membership or non-membership in the Association, or for the exercise of their lawful union related activities, or the right to refrain from union related activities.

Article IV: Management Rights

Section 1. Except as may be modified by a specific term of this Agreement, it is expressly understood that the rights and powers of Oregon Tech, and only Oregon Tech, to exercise independently shall include, but are not limited to, the sole and exclusive right and power to:

- a.) determine the mission of the university, its organizational and administrative structure, and the methods and means, and take actions necessary to fulfill that mission;
- b.) determine the financial policy of the university, adopt and amend budgets, and make budgetary allocations and reallocations affecting the university as a whole or any of its divisions, departments or units;
- c.) establish qualifications for appointments, reappointments, promotions, transfers, and awards of tenure;
- d.) determine the appointment fractions, duration of employment, and terms and conditions of employment upon appointment, reappointment, promotion, transfer, and awards of tenure for all bargaining unit members;
- e.) determine the number of bargaining unit members to be appointed, reappointed, promoted, transferred, and awarded tenure;
- f.) determine, assign, schedule, and direct the type and amount of work to be performed by bargaining unit members, including the location of a bargaining unit member's work;
- g.) establish, modify, combine, or eliminate positions;
- h.) determine the number, location or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies regarding the use of such buildings, rooms, and facilities;
- i.) determine the health, safety, and property protective measures and procedures;
- j.) take disciplinary action against a bargaining unit member for just cause up to and including dismissal;
- k.) select, hire, direct, supervise, train, and evaluate bargaining unit members;
- l.) determine office space, materials, and equipment to be utilized by bargaining unit members, and the methods, processes and means by which work shall be performed and services provided;
- m.) establish quality, performance, and evaluation standards for bargaining unit members;
- n.) make and enforce policies, rules, and regulations, including policies, rules, and regulations governing safety, discipline, tuition and fees, human resources functions, and the work, training, and conduct of bargaining unit members;

- o.) perform all other functions inherent in the direction, operation, management, and administration of the university; and,
- p.) hold sole authority to exercise the rights and powers above by making and implementing decisions and policies with respect to those rights and powers.

In addition to the above, Oregon Tech 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 policies and procedures of the Board of Trustees of Oregon Tech.

Section 2. The failure of Oregon Tech to exercise any power, function, authority or right, reserved or retained by it, or to exercise any power, function, authority, or right in a particular manner, shall not be deemed a waiver of the right of Oregon Tech to exercise such power, function, authority, or right, or preclude Oregon Tech from exercising the same in some other manner, so long as it does not conflict with a specific term of this Agreement.

Nothing in this Article is meant to preclude shared governance at Oregon Tech, including the Faculty Senate, from their role in proposing or recommending policies and practices at Oregon Tech.

Article V: Association Rights

This Article establishes the rights of the Association, including access to university resources and information.

Section 1(A). No later than July 1 of each year, the Association shall inform Oregon Tech's Office of the Provost and Office of Human Resources in writing of all elected or appointed Association officers and alternates, known in this Article as designated representatives, authorized to speak on behalf of the Association by submitting each designated representatives': 1) name; 2) elected or appointed position; 3) duration of their position as a designated representative; and, 4) generalized description of the duties for their position.

(B). Any changes that occur in the list submitted shall be forwarded in the same format and to the same offices within ten (10) business days of the effective date of change. Oregon Tech shall not acknowledge nor respond to any individuals other than those authorized by the Association in the list(s) submitted.

(C). Designated representatives by prior arrangement with their College Dean or University Librarian shall be granted reasonable time outside of scheduled instructional work duties (as identified in Article IX: Workload) to engage in activities listed in ORS 243.798.

(D)(1). Oregon Tech shall release up to six (6) bargaining unit members designated by the Association as representatives to its bargaining team from all non-instructional work duties for the purposes of preparing for and attending successor contract negotiations. The non-instructional release shall begin one month before the start of the parties' successor contract negotiations and continue through the date of ratification.

(2). Upon request to the Provost or designee, Oregon Tech shall grant one course release (not to exceed four (4) credit hours or the equivalent for library or non-teaching bargaining unit members) to the Association's Chief Negotiator for one term during successor contract negotiations. Provided that Oregon Tech backfills the course, the Association shall reimburse Oregon Tech for the salary and other payroll expenses of the individual backfilling the course. Where Oregon Tech does not backfill the course, the Association will not be required to reimburse Oregon Tech.

Section 2. The Association's designated representatives may use Oregon Tech's facilities for the purposes of conducting meetings with bargaining unit members provided that the facility is available and proper scheduling and fees have been arranged and paid by the same means available to external professional organizations. During its use of any Oregon Tech facilities, the Association agrees to adhere to all policies regulating its use.

Section 3. An Association designated representative shall be given thirty (30) minutes during new employee orientation to meet with new bargaining unit members. If a new employee orientation is not held, an Association designated representative shall be allowed, upon request to the appropriate academic Dean or University Librarian, to seek a thirty (30) minute meeting with the new employee(s) within thirty (30) calendar days of the start date of their contract.

Section 4. Association designated representatives and bargaining unit members shall have the right to use Oregon Tech's electronic mail, campus mail, and telephone systems to communicate between and amongst each other regarding:

- a.) collective bargaining, including the administration of collective bargaining agreements;
- b.) the investigation of grievances or other disputes relating to employment relations; and,
- c.) matters involving the governance or business of the Association.

The Association's designated representatives and bargaining unit members who participate in any form of a strike identified in Article XXII: No Strike/No Lockout strike shall not have access to the above mentioned Oregon Tech's electronic mail, campus mail, and telephone systems while participating in the strike.

Section 5. Upon written request to the Office of the Provost signed by a designated representative, and no more than three times per academic year, Oregon Tech shall provide the Association with the following information related to bargaining unit members that is available and readily accessible, within twenty-one (21) calendar days from receipt of the request.

The information shall be provided in electronic format, if available, and at no cost to the Association. Should Oregon Tech receive a second request for the information in the same academic year, Oregon Tech shall only provide information that has changed since responding to the first request for the information.

- 1. Employee's name on record with Human Resources;
- 2. Pronoun preference, if provided;
- 3. University ID number;
- 4. Highest degree earned on record;

5. Job title rank, and years in rank;
6. Current Classification of Instructional Program (CIP) code;
7. Name of faculty member's immediate supervisor;
8. Assigned department (or departments, if on split appointment);
9. Primary work location: office building, office room, and assigned campus (including online);
10. Office phone number;
11. University email address;
12. Effective date of current title, and rank;
13. Job start and end date of current notice of appointment;
14. First date of university employment;
15. Contract Length (9 or 12 months, etc.);
16. FTE;
17. Contract type - tenure, tenure-track, non-tenure track, and any instructional summer contract if applicable;
18. Annual base salary;
19. Assigned workload units for academic term;
20. Geographical stipend, if applicable;
21. Other stipends listing the amount;
22. Estimate of annual retirement benefits;
23. Estimate of annual health care contributions the employee makes;
24. Estimate of annual health care contributions the employer makes on behalf of the employee; and,
25. Job status (*e.g.*, active or on leaves,).

The following reports shall be provided in electronic format by the Office of the Provost to the Association once annually, and at no cost to the Association:

1. A list of all promotion and tenure decisions that have not been appealed, within sixty (60) calendar days of the notification to the bargaining unit member that they have been approved or denied promotion or tenure.
2. Detailed annual, Board-adopted, all funds budget shall be provided within fourteen (14) calendar days of such being entered into the financial system.
3. A report of the aggregate and detailed report of General and Auxiliary fund expenditures allocated in the previous fiscal year shall be provided within fourteen (14) calendar days of the close of period 14 of the fiscal year.
4. Faculty staffing report on or before September 1st to include the previous academic year's non-renewable yearlong appointments including Instructor's name, assigned department(s), and number of years in appointment.
5. By June 30 of each academic year, the following should also be provided:
 - a.) An annual statement on the status of current relinquishments (such as tenure or job title) including relinquishment of benefits;

- b.) Data and calculations governing release time for the previous academic year (including summer term); and,
 - c.) The number of sabbatical applications, the duration of the sabbatical that each applicant requested, all approved sabbaticals for the upcoming academic year, and the respective duration each sabbatical was approved for (one term, two term or a full year, for 9-month faculty).
- 6. During the fall term of every academic year, overload compensation (for online and campus courses, including summer) for the previous academic year).
 - 7. Total Merit Increases from the time of hire shall be recorded separately from base salary from now on and provided once per year upon request.

Article VI: Association Dues

Section 1. Upon written request on a form provided by the Association, a bargaining unit member may authorize Oregon Tech to deduct regular dues once per month from their paycheck for Association dues. The Association's Treasurer will certify in writing to Oregon Tech the amount of regular dues to be deducted by Oregon Tech within thirty (30) calendar days of ratification of this Agreement, and any change to the amount must be certified in the same manner no less than sixty (60) calendar days prior to the effective date of the change.

An authorization to deduct regular dues shall remain valid until written notice of cancellation is provided to Oregon Tech by the Association or until the employee is no longer a bargaining unit member, whichever occurs first. To cancel an authorization to deduct regular dues and no longer have Oregon Tech deduct dues on a monthly basis, a bargaining unit member must give notice of cancellation to the Association. A bargaining unit member's notice of cancellation received by Oregon Tech shall be forwarded to the Association. Cancellations are only effective after the Association has informed Oregon Tech in writing of the cancellation and Oregon Tech has had the opportunity to process the cancellation, but no later than thirty (30) calendar days after being informed by the Association.

Section 2. Within ninety (90) calendar days of ratification of this Agreement, the Association shall certify in writing to Oregon Tech the bargaining unit members who have signed dues deduction authorization forms pursuant to Section 1, above. The Association shall thereafter provide a monthly certification by no later than the 10th calendar day of the month, unless that date falls on a Saturday, Sunday, or an Oregon Tech recognized holiday, in which case the certification shall be submitted the next business day, that identifies any bargaining unit member who has newly signed a dues deduction authorization form and any Association cancellations that were not contained in the prior month's certification.

Upon request, the Association shall provide Oregon Tech a copy of a bargaining unit member's dues deduction authorization form to verify the signature and authorization.

Section 3. Oregon Tech shall send payment to the Association for the total amount deducted with a list identifying the bargaining unit members for whom the regular dues deductions are made and the

amount deducted within fifteen (15) business days of the deduction being made. This regular dues deduction shall be listed on the member's electronic monthly pay statement as Association Dues.

Section 4. Oregon Tech shall not deduct any fines, penalties, or special assessments the Association may issue from the pay of any bargaining unit member.

Section 5. The Association assumes responsibility for and indemnifies Oregon Tech for all claims against Oregon Tech, its officers, officials, employees, or agents, arising out of or related to this Article including, but not limited to, any errors in the reported membership status of a bargaining unit member.

Article VII: Labor Management Committee

Section 1. To facilitate communication between the parties, a Joint Labor Management Committee shall be established by mutual agreement of the Association and Oregon Tech. The Committee shall be composed of three (3) members appointed by the Association's President and three (3) members appointed by the Oregon Tech President. The Committee shall meet at the request of either party to discuss matters related to the implementation or administration of this Agreement or other mutually agreeable matters. The Committee shall meet within seven (7) business days, unless the Committee members are unavailable (i.e., vacation, sick, or personal leave, or business travel) in which case the Committee shall meet at a mutually agreeable date and time. The request shall include a written agenda, which can be added to by either party no later than one (1) business day in advance of any meeting. The Committee shall discuss only those items that appear on the aforementioned agenda.

Section 2. The Joint Labor Management Committee may, upon agreement of the parties, create and assign tasks to sub-committees comprised equally of representatives from OT-AAUP and Oregon Tech.

Section 3. The parties understand and agree that meetings of the Committee or Sub-committees held as provided in Sections 1 and 2 of this Article shall not contravene any provision of the Collective Bargaining Agreement nor constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided for in Article XVI: Grievances.

Article VIII: Notices of Appointment

Section 1. Appointment and Renewal. Oregon Tech shall provide each bargaining unit member with a written Notice of Appointment signed by the President at the time of hire and at each contract renewal period that identifies, as applicable, classification, rank, type of appointment, the dates of appointment, annual FTE and base salary (9-month or 12-month), reporting supervisor(s) and campus assignment (for in-person classes only), and the following statement:

This position is subject to a Collective Bargaining Agreement ("CBA") between Oregon Tech and the Association, OT-AAUP (see: <https://www.oit.edu/provost/faculty-labor-relations>) and all Notices of Appointment and individual agreements regarding your terms and conditions of employment prior to the effective date of the CBA are considered void. Only the terms and conditions set forth in this Notice of Appointment and the current CBA govern your employment at Oregon Tech.

Bargaining unit members shall have an opportunity to review their Notice of Appointment and clarify inconsistencies, omissions, or errors with the Office of Human Resources or the Office of the Provost within the first term of the effective starting date of their appointment.

Oregon Tech shall send annual Notices of Appointments to bargaining unit members by email or by mail, no later than August 15.

Section 2. Notices of Non-Renewal. Oregon Tech shall send notices of non-renewal to bargaining unit members by email or regular mail in accordance with the following schedule:

<u>Rank</u>	<u>Date</u>
Tenure Track	No later than June 30 of the year prior to which the bargaining unit member's notice of appointment is set to expire.
Non-Tenure Track	No later than April 1 if the bargaining unit member has less than two (2) consecutive annual reviews.
Non-Tenure Track	No later than January 15 if the bargaining unit member has at least two (2) consecutive annual reviews.

Article IX: Workload

Section 1. Unless on approved leave, bargaining unit members shall be available for assignment of, and engaged in, professional duties for the entire period of their appointment. Professional duties are recognized to include instructional activities, research, scholarship, and internal service to the University and external service to their profession, community, and University mission.

Section 2. Oregon Tech has the sole and exclusive right under Article IV: Management Rights to assign faculty instructional and non-instructional workload. The bargaining unit member's total assignment shall be based on the member's contributions in each of the three areas: teaching, research and scholarship, and service.

Section 3. All workload agreements made prior to the effective date of this Agreement are considered void. Only the terms and conditions of bargaining unit members' workload as set forth in this Agreement govern bargaining unit members' employment at Oregon Tech.

Section 4. Full-Time Workload Requirement (1.0 FTE). The full-time base instructional and non-instructional workload requirement of a bargaining unit member on a 9-month appointment is a total of forty-five (45) workload units per academic year. For those bargaining unit members on an 11- or 12-month appointment, the base instructional and non-instructional workload requirement is a total of sixty (60) workload units per work year.

A contact hour is defined as 50 minutes of scheduled instruction. One (1) instructional workload unit (IWLU) is equal to one lecture contact hour (1.0 IWLU = 1.0 lecture contact hour). Two (2) IWLUs are equal to three lab contact hours (2.0 IWLU = 3.0 lab contact hours)

Hybrid, remote or online courses shall be loaded equivalently to face-to-face/traditionally delivered courses.

Minimum enrollment for courses is ten (10), with exceptions that can be approved by the College Dean.

The Provost's Workload Guidelines define the assignment of workload units, except as established in this Article.

Section 5. Tenured/Tenure-Track Faculty Workload. Oregon Tech will attempt, whenever possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the following must be approved by the Provost.

(A). Instructional Workload. The full-time instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall be thirty-six (36) IWLUs per academic year and forty-eight (48) IWLUs for those on 11- or 12-month appointments. A bargaining unit member's teaching assignment may include any modality (face-to-face, remote, online, or hybrid). The normal instructional load is 12 IWLU per term. In order to provide flexibility, bargaining unit members may work with their Department Chair and College Dean to adjust their instructional load per term up to a maximum of 15 IWLU or a minimum of 6 IWLU per term provided the total is 36 IWLU per academic year for bargaining unit members on a 9-month appointment, or 48 IWLUs for those on 11- or 12-month appointments. Any exception will require approval by the Dean and Provost.

(B). Non-Instructional Workload. The full-time non-instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall be nine (9) non-instructional workload units (NIWLUs) per academic year and twelve (12) NIWLUs for those on 11- or 12-month appointments. Non-instructional workload shall be for scholarship, research, and internal service to the department, college, and/or Oregon Tech and external service to their profession and community consistent with Oregon Tech's mission. The expected percentage of effort assigned to categories of activity will be addressed in the annual Faculty Objectives Plan and approved by the supervisor and College Dean. The assigned distribution of labor in each category of activity may vary over time during the year and the percentages should therefore be understood as a guide to the totality of the appointment.

(C). Reduction in Instructional Workload. Instructional workload may be reduced with approval of the college Dean. When the bargaining unit member has been assigned a teaching load of less than thirty-six (36) IWLUs in a year, the member must prepare and submit to the College Dean appropriate documentation of how the assignments made in lieu of teaching were satisfactorily completed. Bargaining unit members assigned non-teaching assignments beyond non-instructional workload, shall still be considered full-time teaching faculty for purposes of Promotion, Tenure, and eligibility for Sabbatical Leave.

Section 6. Non-Tenure Track Workload. Oregon Tech will attempt, whenever possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the following must be approved by the Provost.

(A). Instructional Workload. The full-time instructional workload for non-tenure track bargaining unit members on a 9-month appointment shall be forty-two (42) IWLUs per academic year and fifty-six (56) IWLUs for those on 11- or 12-month appointments. A bargaining unit member's teaching assignment may include any modality (face-to-face, remote, online, or hybrid). The normal instructional load is 14 IWLUs per term. In order to provide flexibility, bargaining unit members may work with their Department Chair and College Dean to adjust their instructional load per term up to a maximum of eighteen (18) IWLUs or a minimum of nine (9) IWLUs per term provided the total is 42 IWLUs per academic year for bargaining unit members on a 9-month appointment, or 56 IWLUs for those on 11- or 12-month appointments. Any exception will require approval by the Dean and Provost.

(B). Non-Instructional Workload. The full-time non-instructional workload for non-tenure-track bargaining unit members on a 9-month appointment shall be three (3) NIWLUs per academic year and four (4) NIWLUs for those on 11- or 12-month appointments. Non-instructional workload shall be for scholarship, research, and internal service to the department consistent with Oregon Tech's mission. The expected percentage of effort assigned to categories of activity will be addressed in the annual Faculty Objectives Plan and approved by the supervisor and College Dean. The assigned distribution of labor in each category of activity may vary over time during the year and the percentages should therefore be understood as a guide to the totality of the appointment.

(C). Reduction in Instructional Workload. Instructional workload may be reduced with approval of the College Dean. When the bargaining unit member has been assigned a teaching load of less than forty-two (42) IWLUs in a year, the member must prepare and submit to the College Dean appropriate documentation of how the assignments made in lieu of teaching were satisfactorily completed.

Section 7. Workload Assignment. Except for bargaining unit member librarians, the college Dean shall assign workload according to the Provost's Workload Guidelines and forward such assignments to the Provost for final approval. Departmental needs shall be the basis for assignments. If unforeseen events occur or departmental needs change during the year, a bargaining unit member's assignment may be modified by the college Dean and forwarded to the Provost for final approval.

The Workload Guidelines may be updated during the Spring Term to be effective the following Fall Term. Changes to the guidelines may be recommended by bargaining unit members to their Department Chair, College Dean, or other academic officers. The Provost retains the final authority to approve the guidelines. The Provost will notify the Association of any changes by May 1st.

Section 8. Overload.

(A). An instructional overload assignment is an assignment of no more than one (1) course (up to four (4) credits) regardless of modality per academic term that exceeds thirty-six (36) IWLUs for tenured or tenure-track or forty-two (42) IWLUs for non-tenure track members in an academic year.

Overload assignments shall never be mandatory and shall always be compensated. Overload is not awarded for non-instructional work.

Overload is mutually agreed to between the bargaining unit member and the Department Chair or appropriate administrative supervisor with approval of the College Dean and Provost. Any exceptions will require approval by the Dean and Provost.

(B). An overload assignment is a one time or limited assignment, made or approved by the Provost or designee. No bargaining unit faculty member may be disciplined or terminated for refusing an overload assignment.

(C). Bargaining unit members who have been awarded release time may not receive overload assignment for the period of time during which they received the release time. Exceptions may be made by the College Dean, Provost, or their designee.

Section 9. Student Consultation Hours.

(A). All bargaining unit members shall be available for student consultation. Student consultation sessions, student contacts and communication are a necessary part of teaching a course and no additional workload units are awarded for student consultation. Full-time bargaining unit members shall establish and maintain a minimum of five (5) scheduled student consultation hours per week in their offices outside of class, each term they are teaching (or proportionally fewer hours for those with lower assigned instructional loads). These five (5) hours should be distributed over at least three (3) different days per week. Student consultation sessions should occur at the campus location(s) where bargaining unit members are assigned and be a minimum of one (1) hour in length. These hours may not occur during assigned course times. Those bargaining unit members with less than full-time appointments shall establish minimum consultation hours in proportion to their part-time appointment. Bargaining unit members teaching online classes shall be required to publish and hold office hours in proportion to the assigned online teaching workload.

(B). Each bargaining unit member shall post the schedule of office hours outside the bargaining unit member's office for student viewing, include it on each syllabus and submit a copy to the Department Chair or appropriate administrative office and College Dean. Established office hours and locations should be convenient to the students, not just the bargaining unit member, and exceptions may be made at the discretion of the Department chair or appropriate administrative officer.

Section 10. Student Advising. Recognizing the importance of student advising and its place among the principal responsibilities of all bargaining unit members, the Department Chair or appropriate administrative officer, with approval from the Provost, will assign advisees to tenured and tenure-track bargaining unit members. Non-tenure track bargaining unit members may be assigned advising duties.

Student advising will be awarded NIWLU as follows:

15-30 students = 1.0 NIWLU/academic year
31-45 students = 2.0 NIWLUs/academic year
46-60 students = 3.0 NIWLUs/academic year

>60 students = 4.0 NIWLUs/academic year

Section 11. Librarian Workload. Bargaining unit members employed in the Oregon Tech Libraries have appointments with primary duties in the university libraries. Full-time (1.0 FTE) librarian bargaining unit members shall work a forty (40) hour week on a schedule established by the University Librarian and develop library systems and resources to support the educational and applied research mission of Oregon Tech, such as reference service, library research, information literacy instruction, collection development, and bibliographic organization and control. Bargaining unit member librarians shall meet faculty and student needs consistent with standards of quality recognized by program and institutional accreditation commissions.

Section 12. Summer Term. For nine (9) month bargaining unit members, Summer Term appointments are for varying lengths of time and are additional appointments when program needs and available resources provide opportunities for summer employment. Summer Term appointments are recommended, and mode of course delivery assigned, and approved by the Dean and the Provost. Bargaining unit members who indicate a willingness to accept a Summer Term appointment and are qualified to teach the course(s) offered, will be offered the appointment before an individual outside of the bargaining unit.

Section 13. Course Modality and Capacities. Course capacity and instructional modality of any course shall be determined by the Department Chair or appropriate administrative officer, reviewed with departmental bargaining unit members, and approved by the College Dean and Provost. Course capacity and instructional modality shall be clearly communicated to bargaining unit members at the time of course scheduling and may be revisited no later than fourteen (14) calendar days prior to the start of an academic term.

Section 14. Definitions. The following definitions are used for the purposes of this Article

Academic Year. Academic year shall consist of three (3) 11-week terms including two weeks before the beginning of the academic year and one week following each academic year and submission of final grades each term but not including scheduled holidays.

Summer Term. Summer Term is the time that occurs between the end of the spring term on or about June 15th and the start of the fall term on or about September 15th.

Work Year. For nine (9)-month faculty the work year shall consist of three (3) 11-week terms including two weeks before the beginning of the academic year beginning on or around September 15th and one week following each academic term ending on or around June 15th but not including scheduled holidays, Thanksgiving Break, Winter Break and Spring Break, as defined by the current academic calendar.

For twelve (12)-month faculty the work year shall consist of twelve (12) months but not including scheduled holidays. Accrued vacation leave shall be used for any break between terms.

Article X: Outside Activities

Section 1. Oregon Tech encourages its bargaining unit members to engage in outside activities that will advance Oregon Tech's mission, increase their effectiveness and broaden their experience in

relation to their institutional responsibilities, be of service to the community, the public and private sector, and the nation. Thus, Oregon Tech recognizes that bargaining unit members may currently, or in the future, perform paid or unpaid activities outside Oregon Tech provided that they are disclosed according to Oregon Tech policy and the terms of this Agreement.

Section 2. Activities Not Considered Outside. Teaching, research, publishing, lecturing, advising governmental agencies, serving on advisory boards and membership in professional societies are not considered outside activities, provided that: 1) the activities are related to the bargaining unit member's professional field; and, 2) no compensation is received other than royalties from publications or small honoraria typically given for such service.

Section 3. Scope. A bargaining unit member may perform only paid or unpaid outside activities that do not interfere or legally or ethically conflict with the full and faithful performance of the member's obligations and responsibilities to Oregon Tech, comply with all University rules and policies, and do not violate the Oregon Government Ethics Law.

Where the performance of unpaid outside activities conforms with these requirements, the bargaining unit member need not seek approval as outlined in Section 4, below, but shall comply with Section 5, below.

For full-time bargaining unit members, paid activities outside Oregon Tech shall not exceed one (1) day during the course of a week, which is defined as five (5) calendar days. For part-time bargaining unit members, paid activities are inversely prorated by FTE.

Section 4. Approval, Change, and Renewal. Effective upon ratification of this Agreement, any bargaining unit member who wishes to perform paid activities outside Oregon Tech must obtain authorization from the Provost to perform such before the activity begins by completing an Outside Activity Approval Request form and filing such with their respective Dean who shall recommend approval or denial to the Provost.

Within sixty calendar (60) days of ratification of this Agreement, all bargaining unit members currently performing paid activities outside Oregon Tech, either previously approved or otherwise, as of the date of ratification must obtain authorization to continue performing paid activities outside Oregon Tech. Bargaining unit members must complete an Outside Activity Approval Request form and file such with their respective College Dean who shall recommend approval or denial to the Provost.

The Provost reserves the sole and exclusive right to approve or deny a bargaining unit member's performance of any current or future paid activity outside Oregon Tech and shall do so within fourteen (14) calendar days of receipt of the recommendation from the College Dean. A denial may be appealed to the President within seven (7) calendar days, who shall issue a final decision within fourteen (14) calendar days from receipt of the appeal. The Provost's initial decision and the President's final decision are not subject to the grievance process under this Agreement.

If a bargaining unit member's request is denied by the Provost and not appealed, or denied by the President after appeal, the bargaining unit member must cease the outside activity within fourteen (14) calendar days from the final decision and send written notification of cessation to the bargaining unit member's Dean and Provost.

An approval is valid for twelve (12) calendar months or until the scope or employment commitment of the approved paid activity outside Oregon Tech changes, whichever is earlier. In either case (expiration of the time period or a change), an approval is required before the activity can continue.

Failure to receive approval for the performance of any initial, change in, or renewal of a paid activity outside Oregon Tech may result in discipline, up to and including termination of employment, by Oregon Tech.

Section 5. If approved, the bargaining unit member must make it clear that in the performance of the paid or unpaid activity outside Oregon Tech the bargaining unit member is acting in an individual capacity and does not speak, write, or act in the name of Oregon Tech or directly represent it. Thus, the bargaining unit member may not list their Oregon Tech telephone number, address, or email in commercial listings or other public documents, the purpose of which is to draw attention to the individual's availability for compensated or uncompensated service.

Furthermore, the performance of a paid or unpaid activity outside Oregon Tech must not involve the use of Oregon Tech name, logo, letterhead, property, facilities, equipment, or services.

Article XI: Professional Development

Oregon Tech agrees to support professional development of bargaining unit members by allowing for the reasonable absence from assigned duties to participate in professional development activities, provided that the bargaining unit member requests and receives approval for such absence from their Department Chairs or appropriate administrative officer in advance.

For each academic year under this Agreement, Oregon Tech will allocate a minimum of \$150,000 as a pool of funds to promote the professional development of bargaining unit members. The allocation to the professional development pool of funds each academic year is budget-dependent, and the pool of funds may increase or decrease from academic year to academic year. In the event Oregon Tech increases or decreases the minimum allocation for an academic year, Oregon Tech shall notify OT-AAUP of the amount to be allocated by no later than August 15. There shall be no carryover from one academic year to another of any allocated pool of funds that are not used by the end of an academic year.

These funds will be allocated to each department based on the discretion of the College Dean, or University Librarian for librarian faculty. When available, professional development funds are allocated to the bargaining unit member's department no later than the start of the academic year. Professional development funds are awarded competitively at the discretion of the department chairperson or appropriate administrative officer with the College Dean's or Provost's approval. Every college will have procedures and criteria for applying for and awarding available professional development funds. Priority for professional development funds may be given to bargaining unit members for whom such funds aid in their preparations for consideration for tenure, or meet other program, department, college, or university goals or strategic priorities as established by the program or college.

In all cases where a bargaining unit member is awarded professional development funds following the above approval procedure, the bargaining unit member must follow established Oregon Tech

policies and procedures for institutional expenditures. Professional development funds remain Oregon Tech property while being available for use by the College Dean consistent with the guidelines established in the awarding of the professional development funds.

In no instance may professional development funds be used for salaries.

Article XII: Sabbatical Leave

Section 1. Sabbatical leaves are a privilege extended by Oregon Tech for the purpose of strengthening the academic programs of Oregon Tech while also contributing to the professional development of the tenured bargaining unit member in scholarship, creative activity, teaching, and leadership. A tenured bargaining unit member must demonstrate they are capable of using the sabbatical period in a manner which will thereafter increase the member's effectiveness and contributions to Oregon Tech. The Provost, or designee, shall have the sole discretion to approve applications for sabbatical leave.

Section 2. Eligibility. A tenured bargaining unit member may be considered for sabbatical leave under the following circumstances:

- a.) After having been continuously appointed without interruption by a sabbatical leave for at least eighteen (18) academic terms (excluding Summer Term) or, in the case of 12-month faculty, at least seventy-two (72) months; or
- b.) After having accumulated the equivalent of six (6) full-time years of employment over an indefinite period of 9-month or 12-month appointments, uninterrupted by a sabbatical leave.

A protected leave of absence will not prejudice the tenured bargaining unit member's eligibility for sabbatical leave. Tenured bargaining unit members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in subsection (a) or (b), above. Under extraordinary circumstances, a tenured bargaining unit member may submit to the Provost in writing a request for an exception to the terms outlined in this Section.

Section 3. Application for Sabbatical. Tenured bargaining unit members who meet the sabbatical eligibility standard in Section 2, above, shall complete the official application form available on the Provost's website, attach a current curriculum vitae, and submit the application to their Department Chair or appropriate administrative officer. In applying for sabbatical leave, a tenured bargaining unit member shall also sign an agreement to return to Oregon Tech for a period of at least one academic year or twelve (12) months (depending on appointment) on completion of the sabbatical or repay the salary provided pursuant to Section 5, below. Sabbatical leave must begin and end with an academic term.

Section 4. Decision. The Department Chair or appropriate administrative officer, in consultation with the College Dean, shall discuss a plan to cover the duties of the bargaining unit members during the term of the requested sabbatical. If a plan is developed after such consultation, it shall be submitted to the Provost, along with the application for sabbatical leave, for final decision. If a plan is unable to be developed, the application shall not be forwarded to the Provost's Office for further review. A committee, comprising the College Deans, two of four tenured faculty members

nominated by the Faculty Senate, and one Provost appointee who will serve as committee chair, will be charged by the Provost to provide recommendations to the provost for sabbatical leave.

Approval of sabbatical leave proposals and the number of sabbatical leaves authorized shall be the sole discretion of the Provost. In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference shall not be given based on salary or rank but instead on the merit of the application. In cases where sabbatical applications have equal merit, a bargaining unit member who has more time in service since their last sabbatical leave will be given highest priority for the award of sabbatical leave.

Once the term of the sabbatical leave is approved, such shall not be changed unless extenuating circumstances are presented in writing to the Provost at least one (1) full term prior to the requested date to return from the current sabbatical leave. If the Provost determines that extenuating circumstances exist to return the tenured bargaining unit member from their sabbatical leave earlier than previously approved or to extend the length of the sabbatical only the Provost shall approve the request and determine whether or not to apply the salary rate in Section 6, below, for the newly approved term.

Section 5. Return from Sabbatical Leave. Within thirty (30) days from the start of the academic term after returning from sabbatical leave, the tenured bargaining unit member must submit a written report of the accomplishments and benefits resulting from the leave aligned to their intended sabbatical goals and objectives. This report is needed both for the record and as a justification of the value of the sabbatical leave program. The report is to be filed with the Provost, with a copy to the Department Chair and the College Dean, within the timeline specified in the application.

If a tenured bargaining unit member fails to fulfill this obligation or separates from Oregon Tech's employment either during the sabbatical leave or prior to expiration of one academic year or twelve (12) months (depending on appointment) following return from the sabbatical leave, they shall repay the full salary paid during the leave including other payroll expenses ("OPE") (i.e., health care contributions, retirement contributions, etc.) paid by Oregon Tech on their behalf during the sabbatical leave. This amount is due and payable within three (3) months following the date designated in the sabbatical agreement for the tenured bargaining unit member to return to Oregon Tech or the date of separation, whichever is earlier, unless another time is mutually agreed to in writing between the University and tenured bargaining unit member. Under extraordinary circumstances, a tenured bargaining unit member may submit to the Provost in writing a request for an exception to the terms outlined in this Section.

Section 6. Salary. Tenured bargaining unit members on approved sabbatical leave shall receive salary as follows while on leave:

- a.) One-term sabbatical: 85% of base salary;
- b.) Two-term sabbatical: 75% of base salary;
- c.) Three-term sabbatical (for 9-month or 12-month faculty) or four-term sabbatical (available only for 12-month faculty): 60% of base salary.

The rate used to determine a bargaining unit member's sabbatical salary shall be the base salary rate in effect at the time when the leave begins.

Bargaining members on sabbatical shall still be eligible for all compensation adjustments.

Section 7. Supplementing of Sabbatical Incomes. Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a member at Oregon Tech, another college or university, or to complete requirements for a college degree. Bargaining unit members may supplement their sabbatical salaries, consistent with stipulations made in Article X: Outside Activities.

Section 8. Tenured bargaining unit members shall remain benefits eligible during the approved sabbatical leave. If alternative health insurance is required to cover a tenured bargaining unit member during the approved period of sabbatical leave (due to international travel, etc.), Oregon Tech shall pay the equivalent amount toward that insurance as it would otherwise be paid towards Oregon Tech provided health insurance, provided that the bargaining unit member is not double covered by both health insurance plans. Any difference in the amount required for an alternative health insurance plan shall be paid by the bargaining unit member.

Article XIII: Working Conditions

Section 1. Reporting. Oregon Tech is committed to providing a healthy, safe, and functional working environment that enables bargaining unit members to carry out their assigned duties.

Oregon Tech will comply with all applicable law and university rules, policies, standards, manuals, or procedures.

Bargaining unit members shall immediately report any workplace health and safety, injury, illness, or maintenance issue to the appropriate contact person and/or their immediate supervisor.

No bargaining unit member shall be retaliated against for identifying and/or expressing concerns about a workplace safety issue, including reaching out to appropriate state or federal agencies when workplace safety issues persist.

Section 2. Imminently Hazardous or Dangerous Assigned Tasks. Bargaining unit members shall immediately report any assigned task they believe is imminently hazardous or dangerous, such that a reasonable person would believe the performance of the task would risk the employee's death or serious physical injury.

Upon receiving a report of imminently hazardous or dangerous work, Oregon Tech may either choose to reassign the bargaining unit member to other work or have the task evaluated by Oregon Tech's Environmental Health and Safety Office. If the Environmental Health and Safety Office agrees that the task is imminently hazardous or dangerous, as defined above, then Oregon Tech must take appropriate steps to remedy the situation.

If the Environmental Health and Safety Office does not find the work imminently hazardous or dangerous, as defined above, the bargaining unit member may be asked to complete the task as directed. In such cases, further failure to perform the task may subject the bargaining unit member to discipline procedures as outlined in Article XV: Disciplinary Procedures.

Section 3. Training. Bargaining unit members shall be provided and shall complete all necessary health and safety education and/or trainings required for their job duties. Bargaining unit members shall follow the health and safety rules that apply to their jobs and shall wear any personal protective equipment (“PPE”) required and provided by Oregon Tech.

Bargaining unit members shall receive necessary health and safety information appropriate to their job.

Section 4. Workspace. Oregon Tech will furnish and maintain workspaces, furnishings, information technology, tools, and equipment necessary to carry out assigned work, including access to private meeting space sufficient for meeting with students, which may need to be reserved according to established guidelines.

Bargaining unit members shall use appropriate safeguards and equipment if exposed to hazards.

Section 5. Transfer of Faculty Office Space or Location. Unless there is mutual agreement to the contrary or an emergency situation, Oregon Tech must provide at least thirty (30) calendar days’ notice when assigning a bargaining unit member to a new office space within a given campus (Klamath Falls, Portland-Metro, or Everett).

Unless there is mutual agreement to the contrary or an emergency situation, a bargaining unit member may be directed to move from one campus to another (i.e., Klamath Falls to Portland-Metro, Portland-Metro to Everett, etc.) upon notice of no less than ten (10) months, provided that Oregon Tech has first solicited qualified volunteers from amongst the bargaining unit with a rationale for the move.

Article XIV: Personnel Files

Oregon Tech shall maintain official employment personnel and academic personnel files for the bargaining unit members. Oregon Tech is responsible for the security, custody, and retention of said files per related Oregon Tech standards and applicable laws.

Section 1. Employment File. A bargaining unit member’s official employment personnel file shall be maintained by the Office of Human Resources (“OHR”) in digital and/or paper form.

The employment personnel file typically contains the following, as applicable, in paper or digital form: application; resume and/or CV; official transcripts ; initial offer letter; notices of appointment (annual); position descriptions; records of appointment changes; change forms; documentation of salary rates and pay adjustments; letters of commendation; leaves; documented verbal and written coaching; non-disciplinary letters of counsel; disciplinary actions; notices of non-renewal, retirement, or resignation; employment verification W-4; direct deposit information.

Section 2. Academic File. A bargaining unit member’s official academic personnel file (also referred to at times as the evaluative file) is maintained by the Office of the Provost in digital and/or paper form.

The academic personnel file typically contains the following, as applicable, in paper or digital form: copies of official transcripts; initial offer letters; CVs; annual performance evaluations (“APE”);

colleague evaluations, promotion and tenure review final outcome notification letters, and other formal evaluations of faculty performance; records of appointment changes; notices of non-renewal, retirement, or resignation.

Academic files may also contain letters of commendation; documented verbal and written coaching (*e.g.*, letters of instruction; letter of expectation); non-disciplinary letters of counsel; disciplinary actions; and similar documents.

Section 3. Access and Copies of Personnel Files. A bargaining unit member may request a copy of their own employment personnel or academic personnel file by contacting, respectively, the OHR or the Office of the Provost. Should digital copies be established and made available through a secure “self-service” online program, the bargaining unit member will be directed where and how to access the respective file themselves. A bargaining unit member shall be provided a paper copy of a document not available in digital form at no cost to the bargaining unit member.

A bargaining unit member may request, in advance, a time during regular business hours to inspect their employment personnel or academic personnel file, understanding that either file may exist, in part or in full, solely in digital format and understanding that immediate or instant access to either personnel file is not reasonable. Such inspections shall be supervised by a staff member of the OHR or the Office of the Provost, as the case may be, and the bargaining unit member may be accompanied by one (1) representative of their choice.

When scheduling a time to inspect either personnel file, the bargaining unit member should alert the corresponding office as to whether the bargaining unit member will be accompanied by one (1) representative so that adequate spacing can be arranged.

Section 4. Errors or Omissions. The source of all material in both the employment and academic personnel files shall be identified and no unauthorized or anonymous materials shall be contained in either personnel file. If a bargaining unit member believes that their employment or academic personnel file contains errors of fact or omissions, the member may submit a written petition to remove or correct the errors of fact or omissions to the OHR or Office of the Provost, whichever applies, to be placed in the file. If material is being added to a faculty’s academic or personnel file, the responsible office shall notify the member of the added material (*e.g.*, a carbon copy noted on the material added or email satisfies this requirement).

Article XV: Disciplinary Procedures

Section 1(A). No bargaining unit member shall be disciplined without a finding of just cause.

(B). Oregon Tech and the Association agree that, in accordance with former OAR 580-021-0325 which transferred to Oregon Tech as an institutional policy by operation of law on July 1, 2015, just cause is defined as, but is not limited to:

1. Conviction of a felony or of a crime involving moral turpitude during the period of employment by Oregon Tech (or prior thereto if the conviction was willfully concealed in applying to Oregon Tech for employment);

2. Conduct proscribed by former OAR 580-022-0045, which is identified and modified below as:
 - a. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other Oregon Tech activities, including Oregon Tech's public service functions or other authorized activities on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 - b. Obstruction or disruption that interferes with the freedom of movement, either pedestrian or vehicular, on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 - c. Possession or use of explosives, dangerous chemicals, or other dangerous weapons or instrumentalities on Oregon Tech owned or controlled property, unless authorized by law, Board, or Oregon Tech rules or policies;
 - d. Detention or physical or verbal abuse of any person or conduct intended to threaten imminent bodily harm or endanger the health of any person on any Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 - e. Malicious damage, misuse or theft of Oregon Tech property, or the property of any other person where such property is located on Oregon Tech owned or controlled property, or, regardless of location, is in the care, custody or control of Oregon Tech;
 - f. Refusal by any person while on Oregon Tech property to comply with an order of the President or appropriate authorized official to leave such premises because of conduct proscribed by this rule when such conduct constitutes a danger to personal safety, property, educational, or other appropriate Oregon Tech activities on such premises;
 - g. Unauthorized entry to or use of Oregon Tech facilities, including buildings and grounds;
 - h. Illegal use, possession, or distribution of controlled substances, or unauthorized use, possession, or distribution of alcohol on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 - i. Inciting others to engage in any of the conduct or to perform any of the acts prohibited herein. Inciting means that advocacy of proscribed conduct that calls on the person or persons addressed for imminent action, and is coupled with a reasonable apprehension of imminent danger to the functions and purposes of Oregon Tech, including the safety of persons, and the protection of its property;
 - j. Violating the Board's Policy for Intercollegiate Athletics as described in Section 8 of the Internal Management Directives, specifically including the subsection thereof entitled Code of Ethics.

3. Failure to perform the responsibilities of an academic staff member, arising out of a particular assignment, toward students, toward the faculty member's academic discipline, toward colleagues or toward Oregon Tech in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities and protecting the health and safety of persons in the Oregon Tech community.

(C). Some allegations against bargaining unit members must be investigated in accordance with applicable laws and associated guidelines (e.g. Title VII, Title IX and Mandatory Reporting of Abuse of Minors), and in those cases, the procedures and standards relating to the investigation and disciplinary action, if any, of this Article shall be preempted by those laws and associated guidelines. This Article shall apply to all other situations which may require disciplinary action of a bargaining unit member.

Section 2. Progressive Disciplinary Actions. In order to be considered disciplinary in nature and grievable under Article XVI: Grievances, Oregon Tech must expressly identify the action as disciplinary. Annual Performance Evaluations, Promotion and Tenure determinations, and compensation decisions are not considered disciplinary.

Discipline shall be appropriate to the circumstances and proportionate to the seriousness of the offense.

Oregon Tech is committed to the use of progressive discipline, except when the severity of the alleged offense or bargaining unit member's history of discipline warrants such a deviation. Normally, disciplinary actions are intended to proceed in the following progressive manner, often using actions including: oral reprimand with notation to file, written reprimand, and actions more severe than written reprimand (such as temporary suspension from the assignment for which they are failing to meet professional obligations, suspensions with or without pay, and discharge).

In determining whether to administer a disciplinary action and the severity of such discipline, Oregon Tech shall consider the egregiousness of the conduct in addition to the bargaining unit member's prior conduct and disciplinary record. A bargaining member's disciplinary record, whether identical in nature or not, may have a cumulative effect, resulting in a deviation from the progressive manner or a more severe disciplinary action including discharge.

Within sixty (60) calendar days of the appropriate administrative supervisor's knowledge of a condition upon which a disciplinary action may issue, the appropriate administrative supervisor shall identify in writing: 1.) the conduct that failed to adhere to the expected standards; 2.) expectations for future behavior or performance; 3.) any suggested or required remedial activities that the bargaining unit member must undertake; 4.) a notation that a failure by the bargaining unit member to address concerns raised by the disciplinary action may form the basis of a subsequent disciplinary action; and, 5.) inform the bargaining unit member of the right to file a grievance under Article XVI: Grievances.

Disciplinary actions more severe than a written reprimand (i.e., suspension with or without pay, removal from the assignment for which the bargaining unit member is failing to meet professional obligations, or termination) shall, in addition to including the information in the preceding paragraph, set a date, time, and place for a meeting to occur between the appropriate administrative

supervisor and bargaining unit member in which the bargaining unit member may present evidence that rebuts or mitigates the conduct upon which the notice is based.

If the bargaining unit member wishes to have such a meeting, they shall request such by submitting in writing their evidence that rebuts or mitigates no later than five (5) business days before the meeting. The appropriate administrative supervisor shall issue a written response to the meeting within fifteen (15) business days of the meeting that either withdraws, modifies, or adheres to the disciplinary action proposed in the notice. If modified or adhered to, the disciplinary action shall include the effective date of the disciplinary action, proposed expectations for future behavior or performance, any suggested or required remedial activities that the bargaining unit member must undertake, and a notation that a failure by the bargaining unit member to address concerns raised by the notice may form the basis of a subsequent disciplinary action.

The decision to impose a disciplinary action is not stayed pending the outcome of a grievance or arbitration.

Section 4. Union Representation. A bargaining unit member who reasonably believes that an investigatory interview may result in disciplinary action may request that a union representative be present during such interview.

Section 5. Administrative Leave during Investigations of Misconduct. A bargaining unit member may be placed on administrative leave, with pay, during the investigation of alleged misconduct based on the severity of the allegation(s). Notice of this action shall be provided by the appropriate administrative supervisor to the bargaining unit member in writing prior to the start of the administrative leave outlining the reasons for the leave, and anticipated length of leave, and a date by which the bargaining unit member may present written evidence that rebuts or mitigates the proposed type and length of leave. A decision on any evidence presented shall issue within ten (10) business days.

The administrative leave shall generally be limited to seventy-five (75) calendar days, but may be extended where the complexity of the investigation, the number of witnesses identified, or the volume of information which needs to be gathered and reviewed necessitates more time. In advance of implementing any such extension, Oregon Tech shall provide written notification to the bargaining unit member indicating how much additional time is necessary and reasons for the extension of the investigation.

No notice is required for administrative leave when, in the judgment of the President, or designee, the presence of a bargaining unit member on Oregon Tech property presents a threat to the health, safety, or welfare of the Oregon Tech community, or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of any member of the Oregon Tech community. In such circumstances, the administrative leave shall be with pay and the bargaining unit member will be removed and barred from Oregon Tech property pending further direction from Oregon Tech.

Section 6. Absence Without Authorized Leave. If a bargaining unit member is absent for ten (10) consecutive business days without leave authorized under this Agreement during the term of their appointment, the bargaining unit member may be considered to have abandoned their position and voluntarily resigned from employment with Oregon Tech. Before terminating the bargaining unit

member's employment, Oregon Tech shall notify the bargaining unit member by U.S. first class mail to their last known address on file with the Office of Human Resources, and by email to their work email address, and provide the bargaining unit member with at least five (5) business days to respond. If the bargaining unit member fails to respond, Oregon Tech will deem them to have resigned and that action is not subject to Article XVI: Grievances. If the bargaining unit member timely responds, Oregon Tech shall consider that response in determining what, if any, employment action to issue.

Section 7. Termination without Cause. Termination of a bargaining unit member prior to the expiration of their appointment, termination of a tenured bargaining unit member, or other action, taken for financial, programmatic, or other administrative considerations shall not be covered by this Article.

Article XVI: Grievances

Section 1. Purpose. The purpose of this Article is to provide a procedure that promotes the prompt and efficient resolution of grievances. The parties encourage informal resolution of grievances, whenever possible, and encourage open communication between bargaining unit members and administrators to avoid resorting to formal grievance procedures, except when unavoidable.

Oregon Tech is not obligated to observe any other procedure for the resolution of grievances, as that term is defined herein, other than those procedures outlined in this Article.

Section 2. Definitions.

- a.) "Grievance" is an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement that had a direct adverse effect on the Grievant. The term "grievance" shall not include complaints related to matters of academic judgment.
- b.) "Grievant" means the Association or bargaining unit member(s) bringing forth a grievance as defined above.
- c.) "Academic judgment" shall mean, except as explicitly limited by this Agreement, the judgment by administrators concerning: (1) academic standards, competence, and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; or (b) curricula and educational policy.
- d.) "Day" means business day.

Section 3. General Provisions.

- a.) A Grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied by the Association's designated official. Oregon Tech will notify the Association's grievance officer of the filing of a self-representation grievance, but not the substance of the grievance, within ten (10) days of receipt of the grievance. Any resolution of a self-representation grievance shall be consistent with all the terms of this

Agreement. In cases of self-representation, resolution at any step of the grievance, but not the substance of the resolution, shall be communicated to the Association's grievance officer, within ten (10) days of such resolution.

- b.) If requested by Grievant, the Association has the right to be present at, and to participate in, any formal Step in the grievance procedure outlined below, but shall not interfere with the right of self-representation.
- c.) A bargaining unit member who is serving as the Association's grievance officer and files a grievance on their own behalf shall relinquish the role of grievance officer for the bargaining unit until their dispute is resolved.
- d.) Time is of the essence in the presentation of grievances. The time limits provided below for the initial presentation of a grievance are measured from the date of the act, omission, or commencement of condition upon which the grievance is based; or from such later date that the Grievant knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.
 - i. In the event the time limit expires on a Saturday, Sunday, or holiday recognized by Oregon Tech, the time limit is automatically extended to the next business day.
 - ii. Time limits shall be extended for bargaining unit members who are on approved protected leave, other than sabbatical leave under Article XII, and resume the business day after returning from the leave.
 - iii. When mutually agreed upon by the parties, the time limits in any step of the grievance procedure may be modified. Any agreement to modify the time limits must be in writing.
 - iv. If the grievant or Association fails to meet the specified time limits, including any written modifications thereof, at any step of the grievance procedure, the grievance shall be considered withdrawn and it cannot be resubmitted or refiled. If Oregon Tech fails to issue a response within the specified time limits, including any written modifications thereof, at any step of the grievance procedure, the grievance may be advanced to the next step of the grievance procedure.
- e.) Grievances and Notices of Intent to Arbitrate shall only be submitted on the forms attached in Appendix A of this Agreement (i.e., Grievance Form, Grievance Review Forms, and Notice of Intent to Arbitrate). All sections of the appropriate form being submitted must be completed and signed by the Grievant.
- f.) Once a grievance is filed, neither the Grievant nor the Association shall expand upon the original elements and substance of the written Grievance Form.
- g.) Oregon Tech may deny, with leave to refile within the time limits set forth in this Article, a grievance that is not filed in accordance with this Article.

- h.) A grievance may not be presented under this Article which occurred prior to the effective date of this Agreement.
- i.) A grievant, or the Association as the case may be, may withdraw a grievance at any time.
- j.) For all meetings under this Article, the parties shall inform each other at least one (1) day in advance of the meeting as to who will participate in the meeting. A failure to comply with this provision shall not act to cancel the meeting but will act to bar attendance by those not disclosed.
- k.) If the matter being grieved relates to an act or omission by the College Dean or Provost, the grievance may be presented at Step Two or Step Three, utilizing the Grievance Form.
- l.) If the matter being grieved relates to an act or omission by the President, the grievance may be presented at Step Three, utilizing the Grievance Form.

Section 4. Presentation of Grievances. *Informal Procedure.* Within fifteen (15) days, the Grievant, or the Association on behalf of the Grievant, shall file the grievance on the Grievance Form, consistent with the requirements of this Article, with the administrator most directly concerned in an attempt to resolve the grievance informally. Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Form. The administrator shall provide a written response to the party filing the grievance within ten (10) days of receiving the Grievance Form or conclusion of the meeting if one occurs.

Formal Procedure. If the grievant chooses not to initiate the informal procedure, above, or the matter is not satisfactorily resolved by the informal procedure, the following formal grievance procedure may be invoked. In no event, however, will a grievance be presented more than forty (40) days after the act, omission, or commencement of the condition on which the grievance is based.

Step 1: College Dean or University Librarian Level. Within forty (40) days, the Grievant, or the Association on behalf of the Grievant, shall file the grievance on the Grievance Form consistent with the requirements of this Article with, as appropriate, the College Dean or University Librarian, or their respective designee.

Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Form. As appropriate, the College Dean or University Librarian, or their respective designee, shall send a decision in writing to the party filing the Grievance Form within ten (10) days of receiving the Grievance Form or conclusion of the meeting if one occurs.

Step 2: Provost's Level. If the Grievant is not satisfied with the decision at Step 1, a request for review may be filed on the Grievance Review Form with the Provost or Provost's designee within ten (10) days of the date of the decision at Step 1.

Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Review Form. The Provost or Provost's designee not hearing the grievance at Step One, shall send a decision in writing to the party filing the Grievance Review Form within ten (10) days of receiving the Grievance Review Form or conclusion of the meeting if one occurs.

Step 3: President's Level. If the Grievant is not satisfied with the decision at Step Two, a request for review may be filed on the Grievance Review Form with the President or President's designee within ten (10) days of the date of the decision at Step Two.

Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Review Form. The President or President's designee not hearing the grievance at Step One or Two, shall send a decision in writing to the party filing the Grievance Review Form within ten (10) days of receiving the Grievance Review Form or conclusion of the meeting if one occurs.

Section 5. Notice of Intent to Arbitrate. If the Grievant is not satisfied with the decision provided in Step 3, the Association may file a Notice of Intent to Arbitrate form, in Appendix A, with the President or the President's designee and General Counsel within twenty (20) days of the date of the decision at Step 3. The process for arbitration is outlined in Article XVII: Arbitration.

No Grievant may advance a grievance to arbitration unless it is with the approval and participation of the Association.

Article XVII: Arbitration

Section 1. Arbitration of Grievances. If the grievance brought under Article XVI: Grievances is not resolved at the President's level, only the Association may, within twenty (20) business days of the date of the written response from the President or President's designee, file a Notice of Intent to Arbitrate form, found in Appendix A with the President and General Counsel of Oregon Tech. Failure to file the Notice of Intent to Arbitrate form within the time limit shall be deemed a waiver of the right to arbitrate and a withdrawal of the underlying Grievance without the ability to refile.

Section 2. Mediation. Within ten (10) business days of filing the Notice of Intent to Arbitrate, the parties may mutually agree in writing to submit the issue to mediation and request from the Oregon Employment Relations Board ("ERB") that a mediator be assigned.

If mediation is not mutually agreed upon within the timeframe above, the Association shall have ten (10) business days (i.e., twenty (20) total business days from the date of filing the Notice of Intent to Arbitrate) to then submit its request to the ERB for a list of seven (7) arbitrators, preferably with a background in higher education and none of whom shall be an employee or consultant, or previous employee or previous consultant, of Oregon Tech or AAUP.

If mediation is chosen and fails to resolve the issue, the Association will then have five (5) business days of either party declaring in writing to the other party that mediation has failed to resolve the issue to then submit its request to the ERB for a list of seven (7) arbitrators, as noted above. The cost of the mediator shall be split equally between the parties.

Section 3. Selection of an Arbitrator. Within ten (10) business days of receipt of the ERB's list of arbitrators, the parties shall attempt to mutually agree upon an arbitrator from that list or any other mutually agreeable arbitrator, preferably with a background in higher education, who may not appear on the list. If the parties are unable to mutually agree upon an arbitrator, the parties shall strike names from the ERB list. Each party shall alternately strike one (1) name from the list. The last remaining person on the list shall be selected as the arbitrator. For the initial arbitration filed under

this Agreement, the initiating party shall be the first to strike. Thereafter, the parties shall alternate which party strikes first with each subsequent arbitration filed.

Upon the arbitrator's acceptance of the case, the hearing shall be held without unreasonable delay.

Section 4. Arbitrability. If arbitrability is in dispute between the parties, the arbitrator must decide the question of arbitrability first. The issue of arbitrability may be raised with the arbitrator through a motion to dismiss either before the date of the arbitration or at the beginning of the arbitration. If the motion is filed before the date of the arbitration, the moving party must file the motion with the arbitrator and opposing party no less than forty-five (45) calendar days before the date of the arbitration. If the motion is filed at the beginning of the arbitration, the parties will comply with the requirements of the arbitrator.

Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, or the scheduled date if the issue of arbitrability was raised with the arbitrator prior to the scheduled date; provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed. Filing for such review shall occur at any time. Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Section 5. Submission Agreement. At least fourteen (14) calendar days in advance of the date of arbitration, the parties shall meet to draft a submission agreement to include the precise issue to be submitted to arbitration, which party has the burden of proof, what burden of proof will apply, a stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, which party has the burden of proof, or what burden of proof will apply, each party shall submit its own version as to any of these upon which the parties cannot agree.

Section 6. Conduct of the Hearing. The arbitrator shall hold the hearing in Klamath Falls, Oregon; Salem, Oregon; Wilsonville, Oregon; or, Everett, Washington, depending on the grievant(s) assigned work location during employment by Oregon Tech. The parties are also free to mutually agree to any one of these locations or another location.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

Section 7. Authority of the Arbitrator. The arbitrator derives their authority wholly and exclusively from the express terms of this Agreement. 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 the information provided by the parties during the arbitration proceeding. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted. The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of Oregon Tech and the Board of Trustees which have not been expressly limited by this Agreement. Nor shall the arbitrator consider the discipline of members of another bargaining

unit or other Oregon Tech employees who are not members of the bargaining unit represented by the Association in rendering a decision.

In cases involving the exercise of “academic judgment,” the arbitrator shall not substitute their personal judgment for that of the official who made the decision, but shall confine the determination to whether the procedural steps were followed in making the decision. If the arbitrator determines that procedural steps were not followed, the arbitrator shall direct the official to reconsider the matter in accordance with the relevant procedural steps. In such case, the arbitrator may not direct that a bargaining unit member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a decision is made following the appropriate procedural steps. If such an arbitration award results in continuing a bargaining unit member in employment beyond the effective date of timely notice of nonrenewal, then the award shall also waive further timely notice requirements. With respect to a bargaining unit member whose timely notice is related to the last year before indefinite tenure must be granted, any extension of an appointment shall be considered a written exception that indefinite tenure must be granted.

Section 8. Arbitrator’s Opinion and Award. The Opinion and Award of the arbitrator shall be final and binding upon the parties as to the issue submitted, provided that either party may seek to vacate such in accord with applicable law. The Opinion and Award of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing, unless the parties have agreed to additional time, and shall be in writing setting forth findings of fact, reasoning, and conclusions on the issue submitted.

An arbitrator’s Award may or may not be retroactive as the equities of each case may demand, but shall not include monetary damages, fines, or penalties, except for back wages or benefits consistent with this paragraph.

Section 9. Costs. All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration.

Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense and shall provide the arbitrator and the other party with a copy at no charge.

Oregon Tech shall comply with ORS 243.798 regarding a designated representative who participates in or prepares for an arbitration proceeding.

Should a grievance be withdrawn after selection of an arbitrator, all charges by the arbitrator shall be paid by the withdrawing party unless the grievance is withdrawn pursuant to a settlement of the grievance.

Article XVIII: Compensation

Section 1. Individual Salary Increases. Nothing in this Article shall prevent Oregon Tech from making individual bargaining unit member salary increases, as needed, on a case-by-case basis, including retention increases or equity adjustments.

Section 2. Existing Compensation Agreements. Any agreements related to compensation made between Oregon Tech and individual bargaining unit members prior to the effective date of this Agreement are considered null and void and shall not continue beyond the effective date of this Agreement.

Section 3. Compensation Increases.

(A). Bargaining unit members who had an appointment at Oregon Tech on or before February 15 of the calendar year preceding the effective date of the increase identified in subsection (C), below, shall be eligible to receive the specific increases identified therein.

(B). Oregon Tech will release a request for proposals, with a copy to OT-AAUP, by November 30, 2021 to engage an outside consultant specializing in compensation for higher education in Oregon to complete a pay equity study of bargaining unit members pursuant to Oregon Equal Pay Act (ORS 652.210 – 652.235) and the Letter of Agreement: Article XVIII Compensation. A copy of the complete results of the study shall be provided to OT-AAUP within five (5) business days of Oregon Tech receiving the results.

Should the study reveal a need to make equity adjustments, such adjustments will be implemented pursuant to subsections (C)(4) through (5), below.

(C). Annual Increases.

(1). Calendar Year 2020. Eligible bargaining unit members as defined in subsection (A), above, shall receive a retroactive two percent (2.0%) increase to their January 1, 2020 base salary payable with the June 30, 2021 pay.

(2). Calendar Year 2021. After application of the increase in subsection (1), above, eligible bargaining unit members as defined in subsection (A), above, shall receive a retroactive three percent (3.0%) increase added to their base salary payable with the June 30, 2021 pay.

(3). Calendar Year 2022. Effective January 1, 2022 (for 12-month appointments) and February 1, 2022 (for 9-month appointments), eligible bargaining unit members as defined in subsection (A), above, shall receive a two and one-half percent (2.5%) across the board increase added to their base salary.

(4). Calendar Year 2023. Effective January 1, 2023, Oregon Tech shall establish a total pool of funds for increases equal to two percent (2.0%) of the total November 30, 2022 base salaries for eligible bargaining unit members, as defined in subsection (A), above. Effective January 1, 2023 (for 12-month appointments) and February 1, 2023 (for 9-month appointments), the base salary of eligible bargaining unit members as defined in subsection A), above, shall be increased by one percent (1.0%).

The remaining funds in the pool shall be used for implementation of equity adjustments. If any portion of the remaining funds are not needed to implement equity adjustments, those remaining funds shall be distributed to the bargaining unit member's base salary at the department level based upon the results of each bargaining unit member's individual job performance as measured by their APE and approved by the College Dean.

(5). Calendar Year 2024. Effective January 1, 2024, Oregon Tech shall establish a total pool of funds for increases equal to two percent (2.0%) of the total November 30, 2023 base salaries for eligible bargaining unit members, as defined in subsection (A), above. Effective January 1, 2024 (for 12-month appointments) and February 1, 2024 (for 9-month appointments), the base salary of eligible bargaining unit members as defined in subsection (A), above, shall be increased by one percent (1.0%).

The remaining funds in the pool shall be used for implementation of equity adjustments. If any portion of the remaining funds are not needed to implement equity adjustments, those remaining funds shall be distributed to the bargaining unit member's base salary at the department level based upon the results of each bargaining unit member's individual job performance as measured by their APE and approved by the College Dean.

(6). Calendar Year 2025. Effective January 1, 2025, Oregon Tech shall establish a total pool of funds for increases equal to three percent (3.0%) of the total November 30, 2024 base salaries for eligible bargaining unit members, as defined in subsection (A), above. Effective January 1, 2025 (for 12-month appointments) and February 1, 2025 (for 9-month appointments), the base salary of eligible bargaining unit members as defined in subsection (A), above, shall be increased by one and one-half percent (1.5%). The remaining funds in the pool shall be distributed to the bargaining unit member's base salary at the department level based upon the results of each bargaining unit member's individual job performance as measured by their APE and approved by the College Dean.

Section 4. Increase or Reduction of Compensation.

(A). Increase. If, as of November 1 of each calendar year under this Agreement, the total of Public University Support Fund, Engineering Technology Sustaining Funds and Lottery Fund state appropriations distributed to Oregon Tech for the current fiscal year, is increased cumulatively by five percent (5.0%) or more over the prior fiscal year (excluding restoration of prior funding cuts) and Oregon Tech's current academic year fall term fourth week student credit hours enrollment, exclusive of Dual Credit and Advanced High School Credit as compared to the average of the same credit hours for the prior three (3) fall terms reveals a two percent (2.0%) increase or more, the parties shall meet to negotiate an increase in the merit component of Section 3 above, for the upcoming calendar year, pursuant to ORS 243.698. The parties recognize that such negotiations may delay the effective dates identified in Sections 3(C)(3) through (6), above.

(B). Reduction. If, as of November 1 of each calendar year of this Agreement, the total of Public University Support Fund, Engineering Technology Sustaining Funds and Lottery Fund state appropriations distributed to Oregon Tech for the current fiscal year, are a net decrease compared to the prior fiscal year or are increased cumulatively by less than three percent (3.0%) or Oregon Tech's current academic year fall term fourth week student credit hour enrollment, exclusive of Dual Credit

and Advanced High School Credit as compared to the average of the same credit hours for the prior three (3) fall terms reveals a one percent (1.0%) increase or less, the parties shall meet to negotiate a reduction in the merit component of Section 3 above, for the upcoming calendar year, pursuant to ORS 243.698. The parties recognize that such negotiations may delay the effective dates identified in Sections 3(C)(3) through (6), above.

Section 5. Non-Tenure Track Salary Minimums. Effective September 16, 2021, minimum salaries for non-tenure track bargaining unit employees holding a 1.0 FTE* fixed-term appointment will be as follows:

Categories	9-month Salary	12-month Salary
Instructor	\$43,002	\$52,558

* Appointments equal to or greater than 0.5 FTE but less than 1.0 FTE will have minimums adjusted proportionate to the FTE.

Section 6. Tenure and Promotion Raises. A tenure track bargaining unit member who is awarded tenure or promoted in academic rank shall receive an increase to their annual base salary on the effective date of the promotion, as follows:

Awarding of Tenure:	\$2,500
Promotion to Associate Professor:	\$2,500
Promotion to Professor:	\$7,500
Post-Tenure Review*:	\$4,000

*Through June 30, 2025, bargaining unit Professors with at least five (5) years of service since promotion to Professor or last post-tenure increase.

Note: If, at any time during the term of this Agreement, Oregon Tech establishes a process for the promotion of non-tenure track faculty, Oregon Tech shall notify the Association. Within 14 calendar days of receiving such notice, the Parties shall meet to negotiate over the impact of such policy. These negotiations shall follow the timelines for expedited bargaining under ORS 243.698.

For bargaining unit members who received a promotional increase as a result of an academic year's promotion and tenure review process are eligible for other salary increases, if any. Tenure and promotion raises shall be effective the beginning of the following academic year.

Section 7. Program Director Stipend. Each academic year the College Dean or Dean's designee, at their sole discretion, may assign one (1) bargaining unit member to serve as the Program Director for their department. Exceptions may be made by the College Dean or Provost's designee. The Program Director shall assist the department leadership in areas such as program promotion, advising coordination, student retention, assessment, and accreditation of the department. For this work, if a Program Director is assigned, Oregon Tech shall provide the bargaining unit member so assigned a one-time annual stipend according to the following:

Department Taught Student Credit Hours (based on prior academic year census data)	Stipend Amount
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10,000 – 19,999	\$1,500
20,000 or more	\$3,000

Departments offering online degree programs may be assigned an additional program director at the sole discretion of the Provost.

This Section replaces Oregon Tech’s previous stipend and release model for all Program Directors or other department positions. No other stipend or release shall be given to Program Directors or other department position except pursuant to this Section.

Section 8. Overload. Instructional overload assignments and any exceptions to such assignment or compensation must receive approval from the Provost or their designee.

Compensation for the overload assignment shall be eight hundred and eighty dollars (\$880) per instructional workload unit except that: 1) a geographical stipend may be applied based on the location of an in-person assignment; 2) a class enrolled with less than ten (10) students may be approved in exceptional circumstances and will be paid at seventy dollars (\$70) per student credit hour; or, 3) a class with an enrollment larger than fifty (50) may also be awarded a stipend based on innovation, technology, delivery, or other course requirements.

Bargaining unit members may request from the Provost that compensation for instructional overload take the form of class release in future terms of the same academic year. The decision to grant the request is within the sole discretion of the Provost.

Section 9. Summer Term. Summer Term appointments shall be compensated at eight hundred and eighty dollars (\$880) per instructional workload unit. In exceptional circumstances, the College Dean may approve small classes with enrollment under ten (10) students, in which case, appointments will be compensated at seventy dollars (\$70) per student credit hour.

Section 10. Sponsored Programs. Compensation for work performed on sponsored agreements or matching funds must be approved by the Provost or designee, and consistent with the Sponsored Program requirements. Such compensation is not to exceed the bargaining unit member’s base salary rate.

Appointments for which compensation is paid, in whole or in part, with federal funds shall follow the standards established in Federal Cost Principles for Educational Institutions and may be ineligible for an overload appointment or extra compensation. Notwithstanding this requirement, a bargaining unit member may receive compensation that exceeds the member’s base salary so long as the extra appointment and its compensation is approved specifically by the granting agency and does not exceed twenty percent (20%) of member’s base salary or all compensation for the period.

Section 11. Other Compensation. At the sole discretion of the Provost or designee, bargaining unit members may be awarded a stipend for performing academic-based projects.

Article XIX: Benefits

Section 1. Definitions. For the purposes of this Article, the following definitions apply:

(A). Core Insurance Benefits. Core insurance benefits shall include medical, dental, basic vision, and basic life insurance. These benefits need not be offered by the same authorized or sponsored insurance program.

(B). Eligibility. Bargaining unit members who meet the eligibility requirements of the employer offered insurance program(s) are considered eligible to receive the core insurance benefits.

(C). Employer Offered Insurance Program(s). Employer offered insurance program(s) includes any insurance program(s) authorized or sponsored by Oregon Tech to provide core insurance benefits to bargaining unit members. Authorizing or sponsoring an insurance program(s) to provide core insurance benefits is within the sole and exclusive discretion of Oregon Tech.

(D). Opt-Out. Bargaining unit members who meet the eligibility requirements of the employer offered insurance program(s) may elect to opt-out of one or more of the core insurance benefits.

Section 2. Employer Offered Insurance Program. Through the term of this Agreement, Oregon Tech authorizes the Oregon Public Employee Benefit Board (“PEBB”) as the employer offered insurance program to provide all core insurance benefits identified in Section 1(A), above, to bargaining unit members eligible to receive those core insurance benefits. If employees in all other employee groups at Oregon Tech are placed in a different employer offered insurance program, bargaining unit members will be placed in that insurance program.

Section 3. Premium Contributions.

(A). For plan years 2021 through 2025, Oregon Tech will contribute ninety-five percent (95%) of the monthly premium contributions for the core insurance benefits, and the employee will contribute five percent (5%). Where the bargaining unit member has the opportunity to choose between at least two (2) plans issued by the employer offered insurance program(s) and the bargaining unit member enrolls in the least expensive health insurance plan available to them, the bargaining unit member’s premium shall be reduced by two percent (2%).

(B). Bargaining unit members are able to enroll for core insurance benefits within thirty (30) calendar days of their date of hire or during open enrollment. Coverage is effective the first day of the calendar month following enrollment, or pursuant to the enrollment process and timelines.

(C). In the event employees in all other employee groups at Oregon Tech are required to contribute more than five percent (5%) of the monthly premium for core insurance benefits as identified in subsection (A), above, Oregon Tech and the Association agree to meet within thirty (30) calendar days of Oregon Tech providing notice to the Association of Oregon Tech’s intent to negotiate changes in the monthly premium identified in subsection (A), above.

Section 4. Opt-Out. A bargaining unit member may choose to opt-out of one or more core insurance benefit coverages. When opting out of a core insurance benefit coverage, the bargaining

unit member may receive a portion of the monthly benefit amount as taxable income as determined by the Employer offered insurance program.

Section 5. Retirement Benefits. Bargaining unit members may participate in the Oregon Public Employees Retirement System (“PERS”) (including Oregon Public Service Retirement Plan (“OPSRP”), the Optional Retirement Plan (“ORP”), the Tax-Deferred Investment 403(b) Plans (“TDI”), and the Oregon Savings Growth Plan 457, as set forth by Oregon law and plan documents.

A new bargaining unit member, who has not made a prior election, will be provided an opportunity to make an election at the appropriate time as set forth by law and plan documents, on which retirement plan they will participate. If no election is made the default retirement program will be the plan set forth by law and plan documents.

Oregon Tech will make contributions to PERS or ORP, as required by law and plan documents.

If Oregon Tech is prohibited by law from continuing to pay an employee contribution (generally known as the employee pickup) for any bargaining unit member, or the State Legislature or the Higher Education Coordinating Commission reduces Oregon Tech’s state allocations as a result of a legal prohibition on paying the employee pickup, Oregon Tech will, after implementation of its legal obligation(s), bargain with the Association over any impacts such may have on bargaining unit members’ employment relations.

Section 6. Campus-wide Benefits and Services. Bargaining unit members shall have access to the campus-wide benefits and services that Oregon Tech provides equally to all employee groups

Section 7. Tuition Discounts/Staff Fee Privileges. Bargaining unit members are eligible to register for classes at a reduced rate according to the Staff Fee Privilege as agreed upon by the Oregon Public Universities - Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, the University of Oregon, Southern Oregon University, and Western Oregon University as described at [Staff Fee Privileges](#) (application forms, information, exceptions, and other related information is accessible from the Office of Human Resources).

The Association recognizes that Oregon Tech and the other Oregon Public Universities who are parties to the Staff Fee Privilege have the unilateral right to modify, change, or delete the scope of the privilege including, but not limited, the programs of studies and courses offered, and a University’s continued participation in the Staff Fee Privilege program (including Oregon Tech’s participation).

Section 8. Other Benefits. Oregon Tech will pay all costs that it is legally required by the U.S. Government to pay in association with applying for, or renewing, an H-1B, J1, or E-3 employment-based visa for the bargaining unit member.

Whenever a bargaining unit member is required to be part of a professional organization or to maintain professional licensing for programmatic accreditation, Oregon Tech shall pay for one (1) annual membership to a professional organization that meets programmatic accreditation or the professional licensing renewal.

Article XX: Leaves

Section 1. General. Oregon Tech shall comply with applicable state and federal laws or guidance regarding leaves. Oregon Tech will maintain all of the leave policies applicable to bargaining unit members on the Oregon Tech website supporting policies applicable to faculty. Additional details pertaining to leave will be provided on the Office of Human Resources (“OHR”) website.

Section 2. Sick Leave with Pay. All bargaining unit members appointed at 1.0 FTE shall be credited with eight (8) hours of sick leave for each full month of employment, or two (2) hours for each full week of employment less than one (1) month; bargaining unit members employed .5 FTE or more will be credited a prorated amount.

Sick leave shall be used in compliance with Oregon Tech sick leave policies and procedures.

Sick leave is not earned or used during sabbatical leave, professional leave, career development leave, or leave without pay. Sick leave may not be used when a bargaining unit member is on administrative leave without pay or when suspended without pay. Sick leave credit shall be earned during sick leave with pay and during other periods of paid leave. There is no limit on the amount of sick leave that may be accrued.

Bargaining unit members may be eligible for an advancement on their unearned sick leave pursuant to Oregon Tech policy (former OAR 580-021-0040(5)).

Section 3. Family Medical Leaves. Oregon Tech will abide by applicable state and federal laws or guidance 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, Oregon Tech shall designate leave under the law that is most advantageous to the bargaining unit member. During the leave of absence, the bargaining unit member must use accrued paid sick leave and, at the bargaining unit member’s option, may retain a minimum balance of forty (40) hours of sick leave before taking unpaid leave.

Upon return to work following the leave, the bargaining unit member shall be restored to the same or equivalent available and suitable position without loss of salary level, years in rank, retirement service credits, or any other privilege 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 4. Vacation Accrual. Eligible faculty members with a twelve (12) month, 1.0 FTE appointment accrue fifteen (15) hours of vacation per month. No faculty member may accrue in excess of two hundred and sixty (260) hours. The maximum number of hours that can be paid upon termination of employment is one hundred and eighty (180) hours.

During inclement weather or hazardous conditions where Oregon Tech designates a location fully closed, bargaining unit members with a 12-month, 1.0 FTE contract shall have the option of taking vacation in place, if applicable, or requesting permission to work remotely. If a bargaining unit member requests to work remotely during such a closure, they must submit a written request to their College Dean or University Librarian, or their designee, and receive approval before commencing any work. The College Dean or University Librarian, or their designee, has the discretion to approve or deny any such requests, which shall not be grievable.

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

Section 6. Unpaid Leaves of Absence.

(A). At the sole discretion of the Provost, or designee, leaves of absence without pay may be granted, subject to subsection (B), below, to any bargaining unit member for the following reasons:

- 1.) the desire to pursue or complete advanced training (i.e., career development leave);
- 2.) travel;
- 3.) appointment to a position elsewhere for a limited time, where such appointment serves the best interests of Oregon Tech as well as those of the individual (i.e., professional leave); or,
- 4.) for other reasons which shall be consistent with Oregon Tech policies, procedures, or practices now in effect or hereinafter adopted.

(B). The Provost, or designee, and bargaining unit member shall have a written agreement prior to commencing the leave that addresses the bargaining unit member's return to employment terms such as salary, years in rank, benefits, and other rights and privileges.

Section 7. Military Leave. Oregon Tech shall comply with all applicable state and federal laws or guidance regarding rights and privileges granted to bargaining unit members related to military or uniformed service. Bargaining unit members requiring military leave not related to annual training should contact the Office of Human Resources for specific application of protected leave and benefits available. In the event of a conflict in the laws regarding the rights and privileges granted to bargaining unit members related to military or uniformed service, the conflict shall be resolved in favor of the bargaining unit member.

Article XXI: Academic Program Review, Retrenchment, or Exigency

Section 1. Oregon Tech is a complex polytechnic university offering an array of applied and professional programs. As such, it is necessary for Oregon Tech to adjust staff and academic programs to align with changing industry, student, and market demand as well as adjusting programs due to financial conditions and constraints.

Therefore, this Article addresses the rights and obligations of both Oregon Tech and the Association when program review, retrenchment and exigency may occur at Oregon Tech.

Section 2. Program Review. Through ongoing review of programs, Oregon Tech may adjust, reduce, reconfigure, or eliminate programs (major degree program, minors, concentrations, certificates, and continuing education, micro-credentials) in response to changes in enrollment and

industry demands, curricula changes, faculty expertise, facility requirements, technological and equipment investment demands, educational programs, mission, and focus of Oregon Tech as a normal course of business.

(A). No Separation of Employment. Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that does not result in the separation of employment of a bargaining unit member, Oregon Tech has had, and shall continue to have, the sole and exclusive management right to accomplish the program adjustment, reduction, reconfiguration, or elimination through attrition, reassignment of tenured or tenure-track bargaining unit members within Oregon Tech, and non-renewal of non-tenure track bargaining unit members.

(B). Separation of Employment. Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that results in the separation of employment of a tenured or tenure-track bargaining unit member, or a non-tenure track bargaining unit member if timely notice of non-renewal is unable to occur, the following shall be adhered to:

(i). The Provost and appropriate College Dean shall develop a plan for the implementation of the program adjustment, reduction, reconfiguration or elimination and present that plan and publicly available data that Oregon Tech relied upon to support the plan to the Association pursuant to Article XXIII: Notices and Communications and offer to meet with representatives of the Association within fourteen (14) calendar days to discuss the plan. The Association shall accept or reject the offer to meet within four (4) calendar days of receipt of the plan. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations are due in the Provost's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of Oregon Tech's offer to meet or failure to respond to the offer to meet.

(iii). The Provost and appropriate College Dean will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time and, within fourteen (14) calendar days, shall issue a final plan to the Association and then announce the program adjustment, reduction, reconfiguration or elimination to the bargaining unit members and the Oregon Tech community.

(iv). If the Association fails to meet or provide comments and recommendations, Oregon Tech shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(v). The Final Plan is not grievable under the collective bargaining agreement, except to allege that the notices were not provided or meetings were not offered (or held if accepted) under subsections (i) and (ii), above.

(vi). Timelines under this subsection (B) may be modified only by written agreement of the parties.

Section 3. Financial Conditions. The financial health of Oregon Tech may require the adjustment, reduction, reconfiguration, or elimination of a program that leads to the separation of employment of a tenured or tenure-track bargaining unit member, or a non-tenure track bargaining unit member if timely notice of non-renewal is unable to occur. If this occurs, the President may declare that either a condition of retrenchment or exigency exists.

(A). Retrenchment. Retrenchment exists if circumstances arise or will imminently arise such that a failure to reduce or reallocate budgets would result in an impairment of Oregon Tech's ability to sustainably deliver its existing academic programs (as defined above), manage current administrative expenses, and meet other financial obligations within existing or likely future revenues as determined by the President.

(B). Exigency. Exigency may be declared if the President finds that the current or projected budget of Oregon Tech has insufficient funds to do any of the following:

- (i). Maintain all essential programs and services;
- (ii). Finance the full compensation of all employees of Oregon Tech;
- (iii). Finance the full compensation of all non-tenure track bargaining unit members until the end of the period of appointment;
- (iv). Finance the full compensation of all other employees until the end of the period of appointment; or,
- (v). Meet existing contractual obligations.

(C). Notice and Consultation of a Financial Condition.

(i). In conjunction with announcing to the Oregon Tech community that conditions exist warranting retrenchment or exigency, as defined above, the President or designee shall notify the Association pursuant to Article XXIII: Notices and Communications and offer to meet with representatives of the Association within fourteen (14) calendar days of the announcement for the purpose of presenting and discussing a description and analysis of the financial condition of Oregon Tech. The Association shall accept or reject the offer to meet within four (4) calendar days of notice and offer to meet. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations on resolving budget challenges are due in the President's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of Oregon Tech's offer to meet or failure to respond to the offer to meet.

(iii). The President will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time in drafting a plan for the program adjustment, reduction, reconfiguration, or elimination that includes separations of employment for tenured or tenure-track bargaining unit members. Once drafted, the President shall submit the draft plan to the Association and allow the Association to submit comments and recommendations to the President's Office by no later than thirty (30) calendar days after receipt of the draft plan.

(iv). The President will give thoughtful consideration to such comments and recommendations submitted within the timeframe identified in subsection (iii), above, in drafting the final plan for the program adjustment, reduction, reconfiguration, or elimination. Once drafted, the President shall issue the final plan to the Association and then announce and submit a copy that final plan to the bargaining unit members and the Oregon Tech community.

(v). If the Association fails to meet or provide comments and recommendations at any step above, Oregon Tech shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(vi). The President's Final Plan is not grievable under the collective bargaining agreement, except to allege that the notices were not provided or meetings were not offered (or held if accepted) under subsections (i) through (iii), above.

(vii). If subsections (i) through (iv), above, are pursuant to a declaration of exigency and the President, at their sole discretion, determines that time is of the essence, the President may suspend the requirements found in those subsections.

(viii). Timelines under this subsection (C) may be modified only by written agreement of the parties.

Section 4. In determining whether to separate a bargaining unit member's employment in the plans identified in Section 2(B) and 3(C), above, Oregon Tech shall make its determination first based on needs of the program, including the need to preserve various areas of academic or research specialization, and which bargaining unit members have the best skills and abilities to accomplish future work. Following this determination, then those bargaining unit members identified for separation of employment will generally be noticed for separation in the following order: non-tenure track, tenure-track, then tenured.

Section 5. Notice. When Oregon Tech identifies a bargaining unit member for separation from employment pursuant to Section 4, above, Oregon Tech will take the following actions:

For faculty on non-tenure appointments, Oregon Tech will provide the bargaining unit member with ninety (90) days' notice prior to separation provided the bargaining unit member has exceeded seventy-two (72) workload units, otherwise the notice period in their appointment letter shall govern.

For tenure-track bargaining unit members, Oregon Tech will provide at least one hundred and five (105) days' notice given prior to expiration of the appointment;

For tenured bargaining unit members, Oregon Tech will provide at least one hundred and twenty (120) days' notice prior to termination.

*Part-time tenure-track bargaining unit members shall receive the same notice as described above, except that the length of timely notice shall be calculated in terms of FTE years of service rather than in calendar years.

Under a declaration of financial exigency, the requirement of notice prior to separation of employment is waived for all categories of bargaining unit members, though Oregon Tech may provide such notice as is deemed possible by the President given the circumstances requiring the declaration.

Section 6(A). Prior to the effective date of separation in Section 5, above, Oregon Tech will make a good faith effort to place bargaining unit members affected within Oregon Tech in vacant faculty positions for which they are competitively qualified as determined by the Provost or designee. If this effort fails, Oregon Tech shall make reasonable efforts to identify for bargaining unit members vacant positions within Oregon Tech for which they are competitively qualified.

(B). After the effective date of separation, Oregon Tech shall assist bargaining unit members in finding suitable employment elsewhere by providing such services as verification of employment and continued use of Oregon Tech email and library privileges. Bargaining unit members who retain email and library privileges agree to do so consistent with Oregon Tech's terms of use for university email and library electronic access, and further agree to hold Oregon Tech harmless for any misuse of these privileges.

This assistance shall continue for a period not to exceed one (1) year from the date of separation.

Section 7. Recall Rights. Bargaining unit members separated from employment under Section 5, above, shall have a right to be recalled to the same position from which they were separated should Oregon Tech reinstate that position, provided they remain competitively qualified. This right shall not exceed a period of one (1) year from the date of separation.

A bargaining unit member who is offered reinstatement shall have no less than fourteen (14) calendar days to accept the offer. If the offer is refused, the bargaining unit member shall have no further right to be recalled.

Article XXII: No Strike/No Lockout

Section 1. No Strike. Neither the Association (on its own behalf and on behalf of its officers, agents, and members of the bargaining unit) nor any member of the bargaining unit shall cause, engage in, sanction, assist, or participate in any strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruption of work or picketing during the term of this Agreement or during negotiations of a successor Agreement.

Any bargaining unit member who violates any provision of this Section may be subject to disciplinary action. A grievance over such disciplinary action shall be limited to the question of whether the bargaining unit member violated any provision of this Section.

In the event of a violation of this Section, the Association, upon request of Oregon Tech, shall use its best efforts to affect the return of the bargaining unit member(s) involved to their normal work routine. Nothing contained in this Section shall be construed to be a limitation of any right of Oregon Tech to any other remedies, legal or equitable, to which it may be otherwise entitled.

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 through ORS 243.726, including the right to strike.

Section 2. No Lockout. Oregon Tech shall not cause or permit any lockout of bargaining unit members from their work during the term of this Agreement or through conclusion of the dispute resolution procedures outlined in ORS 243.712.

In the event a bargaining unit member is unable to perform their assigned duties because equipment or facilities are not available due to lawful or unlawful activities outlined in the first paragraph of Section 1, above, such inability to provide work shall not be deemed a lockout.

Article XXIII: Notices and Communications

Unless otherwise provided in this Agreement, the Parties shall send all customary or required notices or communications through the Oregon Tech email system with read-receipt requested; and, if a receipt is not acknowledged either through the automated read message notification or a response email within three (3) business days, then in person to the parties as identified below or, if not possible to deliver in person, then by registered first class U.S. Mail.

For OT-AAUP:

Oregon Tech
Attn: President of OT-AAUP
3201 Campus Drive
Klamath Falls, OR 97601

or, if at Portland-Metro,

Oregon Tech Portland-Metro Campus
Attn: President of OT-AAUP
27500 SW Parkway Avenue
Wilsonville, OR 97070

For Oregon Tech:

Oregon Tech
Attn: President
3201 Campus Drive
Klamath Falls, OR 97601

Article XXIV: Distribution of Agreement

Within fourteen (14) calendar days after the parties approve a distribution-ready copy of this Agreement, Oregon Tech shall post an electronic version of this Agreement on the webpages of the Office of the Provost and Office of Human Resources.

The Association shall make an electronic version of this Agreement available to all its members.

Oregon Tech shall inform new bargaining unit members of this Agreement upon their hire and shall provide new hires with a website address to access this Agreement.

Article XXV: Severability

In the event that any provision(s) of this Agreement is at any time declared invalid by any court of competent jurisdiction, or final order of the Oregon Employment Relations Board, made illegal through enactment of federal or state laws, or through government regulations having the full force and effect of law, such action shall render that provision unenforceable, but not invalidate the entire Agreement.

All other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to renegotiation at the request of either party. Such request shall be made within 60 days of when a provision was declared invalid.

Article XXVI: Totality of Agreement

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

Each party, for the duration of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or 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.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement.

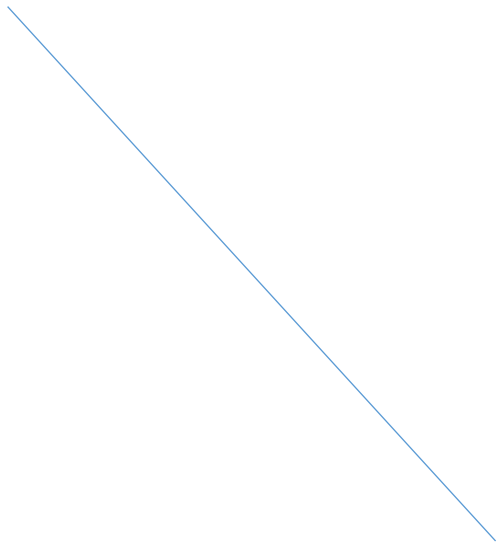
Article XXVII: Term of Agreement and Negotiation of a Successor Agreement

Effective the first day of the month following ratification by both parties, this Agreement shall cover the term January 1, 2020 through June 30, 2025.

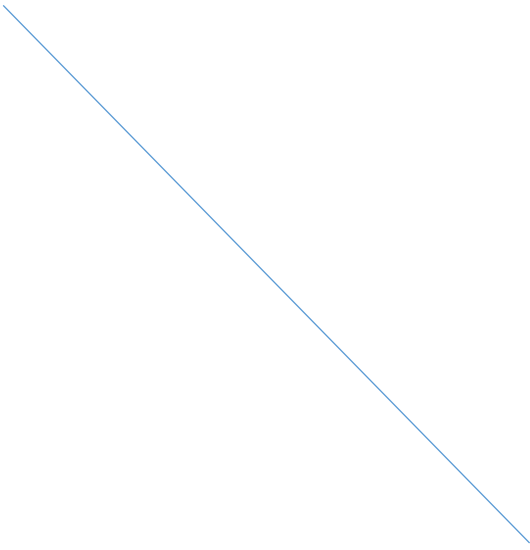
For the purpose of negotiating a successor agreement, either party may give written notice to the other during the period of September 15 to October 15, 2024 of its desire to negotiate a successor Agreement and identify in that notice the subjects, sections, or Articles of this Agreement it proposes to open for negotiations. The party receiving the initial notice shall then have thirty (30) calendar days to respond in writing and identify the subjects, sections, or Articles of this Agreement it proposes to open for negotiations.

Those subjects, sections, or Articles of this Agreement not identified in the exchange of notices, or by subsequent mutual agreement, shall automatically become a part of any successor agreement.

Following exchange of the notices, the parties shall schedule a meeting to begin negotiations by no later than end of Fall Term 2024.



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OREGON INSTITUTE OF TECHNOLOGY

Nagi G. Naganathan, PhD
President

Joanna Mott, PhD
Provost

Abdy Afjeh, PhD
Vice Provost for Research and Academic Affairs

Thomas Keyser, PhD
Dean, College of Engineering, Technology,
and Management

Dan Peterson, PhD
Dean, College of Health, Arts, and Sciences

Maureen De Armond, JD
Associate Vice President for Human Resources

Stephanie Pope, MBA
Assistant Vice President for Financial Operations

Nellie Stewart
Executive Assistant/Project Manager

Christine Meadows, JD (USSE)
Assistant Director, Labor Relations Services

Brian A. Caufield, JD (USSE)
Director, Labor Relations Services
(Lead Negotiator)

**OREGON TECH CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS**

Stephen Schultz, MS
Professor of Medical Imaging Technology

Karen Kunz, MLS
Librarian

Terri Torres, MS
Professor of Mathematics
(Treasurer OT-AAUP)

David Johnston, PhD
Instructor of Natural Sciences

Matthew Search, PhD
Associate Professor of Communication

Joseph Reid, MS
Associate Professor of Mathematics

Cristina Negoita, PhD
Professor of Mathematics
(Chief Negotiator and Vice-President OT-AAUP)

Signed this 10th day of June 2021.

Letters of Agreement

Letter of Agreement Hardship Donation Request Process

This Letter of Agreement (“LOA”), is entered into by and between Oregon Tech and the Association and establishes a process through which a bargaining unit member may submit a request for other bargaining unit members to donate accrued sick leave when the requesting bargaining unit member has both exhausted all forms of their accrued leave and complied with the hardship donation request process described below.

Hardship leave donations will be administered as described herein and shall be strictly enforced with no exceptions.

This LOA shall expire December 31, 2022.

Section 1. Eligibility. Hardship Leave is intended to support bargaining unit members who have exhausted all forms of accrued leave before their anticipated return to work date. Application for hardship leave is limited to situations where the bargaining unit member or one (or more) qualifying family members is experiencing a condition protected and properly certified for protected leave under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA) and the bargaining unit member reasonably anticipates returning to work at Oregon Tech. A qualifying family member is one that is listed in either the FMLA or the OFLA.

Section 2. Application Process. Applications for requests for sick leave donations shall be submitted to Oregon Tech’s Office of Human Resources (OHR) accompanied by the treating medical provider written statement certifying that the specific medical condition will continue for at least fifteen (15) consecutive calendar days following the member’s projected exhaustion of their accumulated leave.

Hardship Leave Donations are intended to coincide with the use of leaves protected and properly certified by FMLA and/or OFLA. In some instances, leave under the Americans with Disabilities Act (ADA) may be approved. Under such circumstances, ADA leave may also be eligible for requests for hardship donation.

Donated leave may be used to mirror the approved leave under the FMLA, OFLA, and/or the ADA (i.e., continuous or intermittent use is permitted, provided it matches the certified or approved leave). Use of hardship leave donations outside of these intended programs is at the sole discretion of Oregon Tech.

Applications for hardship leave should be made prior to the member falling into leave without pay status. Once approved, members must exhaust all monthly accrued leave prior to the use of any donated leave. Hardship Leave shall not be denied absent a compelling reason, which shall be communicated in writing to the applicant within five (5) business days of receipt of the application.

Section 3. Cost Covered. Donated leave may be used to provide salary payments to the bargaining unit member and also to reimburse Oregon Tech for such costs as are incurred for insurance

contributions. Oregon Tech shall not assume any tax liabilities that would otherwise accrue to the employee.

Section 4. Exceptions. Bargaining unit members receiving Workers' Compensation, or short or long-term term disability, will not be considered eligible to receive donations under this Letter of Agreement. Bargaining unit members on parental leave who do not qualify for leave under the FMLA and/or OFLA, will not be eligible to receive donations under this Letter of Agreement.

Section 5. Exceptional Bank Donations. If a hardship donation recipient retires, resigns, dies, or otherwise fails to exhaust donated leave for the purpose for which it was donated, the unused leave will be banked for use by future recipients. Unused donated leave will be transferred to the bank after the treating medical provider has certified that the medical condition for which the leave was donated has been resolved and the hardship leave case is closed.

Section 6. Regular Bank Donations. Bargaining unit members may irrevocably donate accumulated leave into the Hardship Leave bank at any time and to meet the needs of a specific member. Such donated leave will typically mean sick leave, but vacation accruing 12-month members may also donate such time. When there are insufficient hours in the bank to meet pending or approved applications for leave, OHR shall contact the OT-AAUP President, or designee, who may share with the bargaining unit members a request for donations. It is the sole responsibility of the OT-AAUP to communicate with its members about the donation process, hardship program, and when there is a specific need for donated hours.

Section 7. No Unsolicited Donations. Unless there is a pending application for requests for leave donations, donations for leave by bargaining unit members will not be accepted. This is a needs-only process.

Letter of Agreement Article IX: Workload

This Letter of Agreement is entered into by and between Oregon Tech and the Association, collectively referred to as "the parties," for the purpose of supplementing Article IX: Workload of the current Agreement between the parties.

The parties agree to the following terms:

The Workload Guidelines may be updated annually during the Spring Term to be effective the following Fall Term. If there is an intent to make changes to the guidelines, the Provost will notify the Association by the 10th week of Winter term and the Workload Guidelines Committee will be established no later than fourteen (14) calendar days after notification.

The Committee shall consist of six members with equal representation from Oregon Tech and the Association. The Association will appoint three faculty members to the committee including one faculty member from each college and at least one faculty member who is not from the Klamath Falls campus. Oregon Tech will appoint three members to the committee—the Academic Deans and the Provost or their designees.

The Committee will meet to review any proposed changes to the Workload Guidelines and after review, may make recommendations on the proposed changes to the Provost for final approval.

The Provost will notify the Association of the final Workload Guidelines no later than May 1st of each year.

Nothing in this Letter shall remove the Provost's sole and exclusive authority to approve the workload guidelines.

Nothing in this Letter shall prevent the Association from exercising its right to bargain over changes that directly or indirectly impact bargaining unit members' compensation, workload, and other employment relations.

Letter of Agreement
Article XVIII: Compensation

This Letter of Agreement is entered into by and between Oregon Tech and the Association, collectively referred to as "the parties," for the purpose of supplementing Article XVIII: Compensation of the current Agreement between the parties.

The parties agree to the following terms:

To the extent permitted by law, Oregon Tech will direct the outside consultant referenced in Section 3(B) of Article XVIII: Compensation to not only review factors under the Oregon Equal Pay Act (ORS 652.210—652.235) but consider, consistent with best practices, other factors such as salary compression, salary inversion, and geographic inequities.

In implementing any equity adjustments pursuant to Sections 3(C)(4) and (5) of Article XVIII: Compensation, no bargaining unit member shall receive a decrease in pay and Oregon Tech shall provide the Association with a report of how the adjustments were made.

Appendix A: Grievance Forms

Informal Procedure

Formal Procedure

Name of Grievant(s): _____

Filed With: _____

<p>Date Grievance Occurred or Discovered: _____</p> <p>Article(s) Violated: _____</p> <p>Statement of Grievance (identify the violation, misinterpretation, or improper application of the provisions of this Agreement): _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> Continued on separate page(s).</p> <p>Remedy Requested: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
--

Grievant(s) Phone: _____; Grievant(s) Email: _____

- I request a meeting
- Self Represented
- Represented by the following Association representative:

Representative's Signature: _____

Name: _____

Phone: _____; Email: _____

Grievance Review Form: Step Two

Attach the original Grievance Form and decision of Dean or Dean's designee.

- I am not satisfied with the decision at Step One, or Oregon Tech failed to respond in a timely manner at Step One, and I hereby move the grievance to Step Two for review by the Provost or Provost's designee.
- I do not request a meeting. Please issue a written response to this matter within ten (10) business days from today's date, _____ [Print date].
- I request a meeting. Please schedule a meeting to discuss resolution within ten (10) business days from today's date, _____ [Print date].

Grievant(s) Signature: _____

- Self Represented
- Represented by the following Association representative:

Representative's Signature: _____

Name: _____

Phone: _____; Email: _____

Grievance Review Form: Step Three

Attach the original Grievance Form, and the decision(s) of the Dean or Dean's designee and/or Provost or Provost's Designee.

- I am not satisfied with the decision at Step Two, or Oregon Tech failed to respond in a timely manner at Step Two, and I hereby move the grievance to Step Three for review by the President or President's designee.
- I do not request a meeting. Please issue a written response to this matter within ten (10) business days from today's date, _____ [Print date].
- I request a meeting. Please schedule a meeting to discuss resolution within ten (10) business days from today's date, _____ [Print date].

Grievant(s) Signature: _____

- Self Represented
- Represented by the following Association representative:

Representative's Signature: _____

Name: _____

Phone: _____; Email: _____

Notice of Intent to Arbitrate

The Oregon Tech Chapter of the American Association of University Professors hereby gives notice of its intent to proceed to arbitration concerning the grievance of:

, dated _____ which was not resolved satisfactorily at Step Three of the grievance procedure.

OT-AAUP requests ____ / does not request ____ mediation be pursued in this matter.

Name: _____
Authorized Representative, OT-AAUP

Signature: _____

Date: _____

I hereby authorize OT-AAUP to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review by Oregon Tech or judicial review as a contested case under the Administrative Procedures Act (ORS §183) of the decisions rendered at prior steps of the grievance procedure.

Grievant's name: _____

Grievant's signature: _____

Date: _____