



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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1 **Preamble**

2
3 This collective bargaining agreement (“CBA” or “Agreement”) is ratified by Oregon Institute of
4 Technology (“Oregon Tech” or “Employer”) and the Oregon Tech Chapter of the American
5 Association of University Professors (“Association” or “OT-AAUP”).
6

7 The Association is the exclusive bargaining representative for the bargaining unit defined in Article
8 I: Recognition.
9

10 The intent and purpose of this Agreement is to establish working conditions of the bargaining unit
11 faculty members. Oregon Tech and the Association shall engage in good faith negotiations during
12 the initial and any successor Agreement.
13

14 **Article I: Recognition**

15
16 Pursuant to the certification by the Oregon Employment Relations Board issued June 27, 2018 in
17 [Case No. RC-008-18](#), Oregon Tech recognizes the Association, Oregon Tech American Association
18 of University Professors as the sole and exclusive bargaining representative of all full time faculty,
19 instructors, and librarians working at 0.50 FTE or above at Oregon Institute of Technology, but
20 excluding employees in the following groups: 1) faculty employed as president, vice president,
21 provost, vice provost, dean, associate dean, assistant dean, head or equivalent position; 2) faculty
22 employed in an administrative position without reasonable expectation of teaching, research, or
23 other scholarly accomplishments; 3) classified staff; 4) confidential employees; and, 5) faculty chairs.
24

25 **Article II: Academic Freedom**

26
27 Academic freedom and freedom of speech are necessary conditions to teaching, research,
28 scholarship, and service. Academic freedom ensures that bargaining unit members have the freedom
29 to teach, conduct research, engage in internal university discussion, and participate in public debate.
30 In discharging their duties, bargaining unit members must treat students, staff, colleagues, and the
31 public fairly and with respect.
32

33 **Section 1.** Bargaining unit members shall have the freedom to teach, both inside the classroom and
34 other required instructional activities such as internships, externships, laboratories, and field trips.
35 Bargaining unit members must teach students to think critically and interpret information for
36 themselves. Such training often occurs in an atmosphere of controversy that, so long as it remains
37 educationally relevant, actively assists students in their pursuit of knowledge.
38

39 Selection of instructional materials, definition of course content, and assessment of student
40 performance in a class should be left to bargaining unit members’ discretion so long as they are
41 consistent with departmental practices, Oregon Tech’s mission, the Oregon Tech catalog of courses,
42 and programmatic and institutional accreditation requirements. Bargaining unit members’ freedom
43 to teach is not separable from students’ freedom to learn. As students have the right to learn the
44 subject of the course, bargaining unit members have an obligation to teach the subject of the course.
45 Bargaining unit members should not introduce matter into their teaching and student assessment
46 strategies which have no relation to course subject.
47

48 Bargaining unit members have the academic freedom to evaluate the academic performance of
49 students enrolled in courses they teach and, under normal circumstances, to judge the grades
50 awarded to those students. A student's grade may be changed following a student's appeal through
51 Academic Grievance Procedures. A student's grade cannot be changed by any person other than the
52 bargaining unit member, Department Chair, College Dean or Provost. If a grade is changed,
53 notification will be sent by the registrar's office to the bargaining unit member and Department
54 Chair unless the grade change is initiated by the bargaining unit member.
55

56 **Section 2.** Bargaining unit members shall have the freedom to conduct research and scholarship,
57 and to publish, display, or otherwise disseminate the results of that work to students, the public, and
58 others in their profession. While Oregon Tech will not dictate the nature or topic of research or
59 scholarly work, all such work must comply with Oregon Tech policy, procedures, research or
60 scholarly agreements and applicable federal agency guidelines on research misconduct. Oregon Tech
61 retains the right to investigate and respond to allegations of misconduct in preparation and
62 publication of scholarly and creative work.
63

64 **Section 3.** To the extent legally protected, bargaining unit members shall have the freedom and are
65 encouraged to participate in the system of shared academic governance, and contribute to the
66 academic functioning of their academic unit, college, department, program, and the University
67 without fear of censorship, reprisal, or discipline from Oregon Tech.
68

69 **Section 4.** To the extent legally protected, and consistent with Oregon Tech's campus speech and
70 posting policies, bargaining unit members have the protections of freedom of speech, as derived
71 from the First Amendment of the Constitution of the United States of America and Section 8 of
72 Article I of the Constitution of the State of Oregon. When bargaining unit members speak or write
73 as members of the public, they shall indicate that they are doing so in their individual capacity, not
74 for or on behalf of the program, Department, College, or Oregon Tech. They may identify their
75 Oregon Tech affiliation so long as no University sponsorship or endorsement is stated or implied.
76 Bargaining unit members should at all times strive to be accurate, exercise appropriate restraint, and
77 show respect for the opinions of others.
78

79 **Article III: Non-Discrimination**

80
81 **Section 1.** Oregon Tech and the Association agree not to discriminate because of protected class
82 status, including, race, color, creed, religion, national origin, age, sex (including pregnancy related
83 conditions), sexual orientation, gender identity, gender expression, disability, marital and familial
84 status, genetic information, veteran status, or any other characteristic protected by law. The parties
85 recognize that discrimination may include harassment or retaliation on the basis of a protected class
86 recognized by law.
87

88 Additionally, while not a protected class recognized by law, Oregon Tech will not discriminate or
89 retaliate against bargaining unit members engaged in lawful, off-duty, political activity or
90 associations.
91

92 **Section 2.** Oregon Tech and the Association agree not to discriminate against bargaining unit
93 members because of their membership or non-membership in the Association, or for the exercise of
94 their lawful union related activities, or the right to refrain from union related activities.
95

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;

- 144
145 o.) perform all other functions inherent in the direction, operation, management, and
146 administration of the university; and,
147
148 p.) hold sole authority to exercise the rights and powers above by making and implementing
149 decisions and policies with respect to those rights and powers.
150

151 In addition to the above, Oregon Tech retains and reserves to itself all rights, powers, duties,
152 authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and
153 the policies and procedures of the Board of Trustees of Oregon Tech.
154

155 **Section 2.** The failure of Oregon Tech to exercise any power, function, authority or right, reserved
156 or retained by it, or to exercise any power, function, authority, or right in a particular manner, shall
157 not be deemed a waiver of the right of Oregon Tech to exercise such power, function, authority, or
158 right, or preclude Oregon Tech from exercising the same in some other manner, so long as it does
159 not conflict with a specific term of this Agreement.
160

161 Nothing in this Article is meant to preclude shared governance at Oregon Tech, including the
162 Faculty Senate, from their role in proposing or recommending policies and practices at Oregon
163 Tech.
164

165 **Article V: Association Rights**

166
167 This Article establishes the rights of the Association, including access to university resources and
168 information.
169

170 **Section 1(A).** No later than July 1 of each year, the Association shall inform Oregon Tech's Office
171 of the Provost and Office of Human Resources in writing of all elected or appointed Association
172 officers and alternates, known in this Article as designated representatives, authorized to speak on
173 behalf of the Association by submitting each designated representatives': 1) name; 2) elected or
174 appointed position; 3) duration of their position as a designated representative; and, 4) generalized
175 description of the duties for their position.
176

177 **(B).** Any changes that occur in the list submitted shall be forwarded in the same format and to the
178 same offices within ten (10) business days of the effective date of change. Oregon Tech shall not
179 acknowledge nor respond to any individuals other than those authorized by the Association in the
180 list(s) submitted.
181

182 **(C).** Designated representatives by prior arrangement with their College Dean or University
183 Librarian shall be granted reasonable time outside of scheduled instructional work duties (as
184 identified in Article IX: Workload) to engage in activities listed in [ORS 243.798](#).
185

186 **(D)(1).** Oregon Tech shall release up to six (6) bargaining unit members designated by the
187 Association as representatives to its bargaining team from all non-instructional work duties for the
188 purposes of preparing for and attending successor contract negotiations. The non-instructional
189 release shall begin one month before the start of the parties' successor contract negotiations and
190 continue through the date of ratification.
191

192 (2). Upon request to the Provost or designee, Oregon Tech shall grant one course release (not to
193 exceed four (4) credit hours or the equivalent for library or non-teaching bargaining unit members)
194 to the Association's Chief Negotiator for one term during successor contract negotiations. Provided
195 that Oregon Tech backfills the course, the Association shall reimburse Oregon Tech for the salary
196 and other payroll expenses of the individual backfilling the course. Where Oregon Tech does not
197 backfill the course, the Association will not be required to reimburse Oregon Tech.
198

199 **Section 2.** The Association's designated representatives may use Oregon Tech's facilities for the
200 purposes of conducting meetings with bargaining unit members provided that the facility is available
201 and proper scheduling and fees have been arranged and paid by the same means available to external
202 professional organizations. During its use of any Oregon Tech facilities, the Association agrees to
203 adhere to all policies regulating its use.
204

205 **Section 3.** An Association designated representative shall be given thirty (30) minutes during new
206 employee orientation to meet with new bargaining unit members. If a new employee orientation is
207 not held, an Association designated representative shall be allowed, upon request to the appropriate
208 academic Dean or University Librarian, to seek a thirty (30) minute meeting with the new
209 employee(s) within thirty (30) calendar days of the start date of their contract.
210

211 **Section 4.** Association designated representatives and bargaining unit members shall have the right
212 to use Oregon Tech's electronic mail, campus mail, and telephone systems to communicate between
213 and amongst each other regarding:
214

- 215 a.) collective bargaining, including the administration of collective bargaining agreements;
- 216 b.) the investigation of grievances or other disputes relating to employment relations; and,
- 217 c.) matters involving the governance or business of the Association.
218
219
220

221 The Association's designated representatives and bargaining unit members who participate in any
222 form of a strike identified in Article XXII: No Strike/No Lockout strike shall not have access to the
223 above mentioned Oregon Tech's electronic mail, campus mail, and telephone systems while
224 participating in the strike.
225

226 **Section 5.** Upon written request to the Office of the Provost signed by a designated representative,
227 and no more than three times per academic year, Oregon Tech shall provide the Association with
228 the following information related to bargaining unit members that is available and readily accessible,
229 within twenty-one (21) calendar days from receipt of the request.
230

231 The information shall be provided in electronic format, if available, and at no cost to the
232 Association. Should Oregon Tech receive a second request for the information in the same
233 academic year, Oregon Tech shall only provide information that has changed since responding to
234 the first request for the information.
235

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

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

263
 264 The following reports shall be provided in electronic format by the Office of the Provost to the
 265 Association once annually, and at no cost to the Association:

- 266
- 267 1. A list of all promotion and tenure decisions that have not been appealed, within sixty
- 268 (60) calendar days of the notification to the bargaining unit member that they have been
- 269 approved or denied promotion or tenure.
- 270
- 271 2. Detailed annual, Board-adopted, all funds budget shall be provided within fourteen (14)
- 272 calendar days of such being entered into the financial system.
- 273
- 274 3. A report of the aggregate and detailed report of General and Auxiliary fund expenditures
- 275 allocated in the previous fiscal year shall be provided within fourteen (14) calendar days
- 276 of the close of period 14 of the fiscal year.
- 277
- 278 4. Faculty staffing report on or before September 1st to include the previous academic
- 279 year's non-renewable yearlong appointments including Instructor's name, assigned
- 280 department(s), and number of years in appointment.
- 281
- 282 5. By June 30 of each academic year, the following should also be provided:
- 283
- 284 a.) An annual statement on the status of current relinquishments (such as tenure or job
- 285 title) including relinquishment of benefits;
- 286

- 287 b.) Data and calculations governing release time for the previous academic year
288 (including summer term); and,
289
290 c.) The number of sabbatical applications, the duration of the sabbatical that each
291 applicant requested, all approved sabbaticals for the upcoming academic year, and
292 the respective duration each sabbatical was approved for (one term, two term or a
293 full year, for 9-month faculty).
294
- 295 6. During the fall term of every academic year, overload compensation (for online and
296 campus courses, including summer) for the previous academic year).
297
- 298 7. Total Merit Increases from the time of hire shall be recorded separately from base salary
299 from now on and provided once per year upon request.
300

301 **Article VI: Association Dues** 302

303 **Section 1.** Upon written request on a form provided by the Association, a bargaining unit member
304 may authorize Oregon Tech to deduct regular dues once per month from their paycheck for
305 Association dues. The Association's Treasurer will certify in writing to Oregon Tech the amount of
306 regular dues to be deducted by Oregon Tech within thirty (30) calendar days of ratification of this
307 Agreement, and any change to the amount must be certified in the same manner no less than sixty
308 (60) calendar days prior to the effective date of the change.
309

310 An authorization to deduct regular dues shall remain valid until written notice of cancellation is
311 provided to Oregon Tech by the Association or until the employee is no longer a bargaining unit
312 member, whichever occurs first. To cancel an authorization to deduct regular dues and no longer
313 have Oregon Tech deduct dues on a monthly basis, a bargaining unit member must give notice of
314 cancellation to the Association. A bargaining unit member's notice of cancellation received by
315 Oregon Tech shall be forwarded to the Association. Cancellations are only effective after the
316 Association has informed Oregon Tech in writing of the cancellation and Oregon Tech has had the
317 opportunity to process the cancellation, but no later than thirty (30) calendar days after being
318 informed by the Association.
319

320 **Section 2.** Within ninety (90) calendar days of ratification of this Agreement, the Association shall
321 certify in writing to Oregon Tech the bargaining unit members who have signed dues deduction
322 authorization forms pursuant to Section 1, above. The Association shall thereafter provide a
323 monthly certification by no later than the 10th calendar day of the month, unless that date falls on a
324 Saturday, Sunday, or an Oregon Tech recognized holiday, in which case the certification shall be
325 submitted the next business day, that identifies any bargaining unit member who has newly signed a
326 dues deduction authorization form and any Association cancellations that were not contained in the
327 prior month's certification.
328

329 Upon request, the Association shall provide Oregon Tech a copy of a bargaining unit member's
330 dues deduction authorization form to verify the signature and authorization.
331

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

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

336
337 **Section 4.** Oregon Tech shall not deduct any fines, penalties, or special assessments the Association
338 may issue from the pay of any bargaining unit member.

339
340 **Section 5.** The Association assumes responsibility for and indemnifies Oregon Tech for all claims
341 against Oregon Tech, its officers, officials, employees, or agents, arising out of or related to this
342 Article including, but not limited to, any errors in the reported membership status of a bargaining
343 unit member.

344 **Article VII: Labor Management Committee**

345
346
347 **Section 1.** To facilitate communication between the parties, a Joint Labor Management Committee
348 shall be established by mutual agreement of the Association and Oregon Tech. The Committee shall
349 be composed of three (3) members appointed by the Association's President and three (3) members
350 appointed by the Oregon Tech President. The Committee shall meet at the request of either party to
351 discuss matters related to the implementation or administration of this Agreement or other mutually
352 agreeable matters. The Committee shall meet within seven (7) business days, unless the Committee
353 members are unavailable (i.e., vacation, sick, or personal leave, or business travel) in which case the
354 Committee shall meet at a mutually agreeable date and time. The request shall include a written
355 agenda, which can be added to by either party no later than one (1) business day in advance of any
356 meeting. The Committee shall discuss only those items that appear on the aforementioned agenda.

357
358 **Section 2.** The Joint Labor Management Committee may, upon agreement of the parties, create and
359 assign tasks to sub-committees comprised equally of representatives from OT-AAUP and Oregon
360 Tech.

361
362 **Section 3.** The parties understand and agree that meetings of the Committee or Sub-committees
363 held as provided in Sections 1 and 2 of this Article shall not contravene any provision of the
364 Collective Bargaining Agreement nor constitute or be used for the purpose of contractual
365 negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided for in
366 Article XVI: Grievances.

367 **Article VIII: Notices of Appointment**

368
369
370 **Section 1. Appointment and Renewal.** Oregon Tech shall provide each bargaining unit member
371 with a written Notice of Appointment signed by the President at the time of hire and at each
372 contract renewal period that identifies, as applicable, classification, rank, type of appointment, the
373 dates of appointment, annual FTE and base salary (9-month or 12-month), reporting supervisor(s)
374 and campus assignment (for in-person classes only), and the following statement:

375
376 This position is subject to a Collective Bargaining Agreement ("CBA") between
377 Oregon Tech and the Association, OT-AAUP (see: [https://www.oit.edu/provost/faculty-](https://www.oit.edu/provost/faculty-labor-relations)
378 [labor-relations](https://www.oit.edu/provost/faculty-labor-relations)) and all Notices of Appointment and individual agreements regarding your
379 terms and conditions of employment prior to the effective date of the CBA are considered
380 void. Only the terms and conditions set forth in this Notice of Appointment and the current
381 CBA govern your employment at Oregon Tech.

382
 383 Bargaining unit members shall have an opportunity to review their Notice of Appointment and
 384 clarify inconsistencies, omissions, or errors with the Office of Human Resources or the Office of
 385 the Provost within the first term of the effective starting date of their appointment.
 386
 387 Oregon Tech shall send annual Notices of Appointments to bargaining unit members by email or by
 388 mail, no later than August 15.
 389

390 **Section 2. Notices of Non-Renewal.** Oregon Tech shall send notices of non-renewal to
 391 bargaining unit members by email or regular mail in accordance with the following schedule:
 392

<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.

405
 406 **Article IX: Workload**
 407

408 **Section 1.** Unless on approved leave, bargaining unit members shall be available for assignment of,
 409 and engaged in, professional duties for the entire period of their appointment. Professional duties
 410 are recognized to include instructional activities, research, scholarship, and internal service to the
 411 University and external service to their profession, community, and University mission.
 412

413 **Section 2.** Oregon Tech has the sole and exclusive right under Article IV: Management Rights to
 414 assign faculty instructional and non-instructional workload. The bargaining unit member's total
 415 assignment shall be based on the member's contributions in each of the three areas: teaching,
 416 research and scholarship, and service.
 417

418 **Section 3.** All workload agreements made prior to the effective date of this Agreement are
 419 considered void. Only the terms and conditions of bargaining unit members' workload as set forth
 420 in this Agreement govern bargaining unit members' employment at Oregon Tech.
 421

422 **Section 4. Full-Time Workload Requirement (1.0 FTE).** The full-time base instructional and
 423 non-instructional workload requirement of a bargaining unit member on a 9-month appointment is a
 424 total of forty-five (45) workload units per academic year. For those bargaining unit members on an
 425 11- or 12-month appointment, the base instructional and non-instructional workload requirement is
 426 a total of sixty (60) workload units per work year.
 427

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

431
432 Hybrid, remote or online courses shall be loaded equivalently to face-to-face/traditionally delivered
433 courses.

434
435 Minimum enrollment for courses is ten (10), with exceptions that can be approved by the College
436 Dean.

437
438 The Provost's [Workload Guidelines](#) define the assignment of workload units, except as established
439 in this Article.

440
441 **Section 5. Tenured/Tenure-Track Faculty Workload.** Oregon Tech will attempt, whenever
442 possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the
443 following must be approved by the Provost.

444
445 **(A). Instructional Workload.** The full-time instructional workload for tenured and tenure-track
446 bargaining unit members on a 9-month appointment shall be thirty-six (36) IWLUs per academic
447 year and forty-eight (48) IWLUs for those on 11- or 12-month appointments. A bargaining unit
448 member's teaching assignment may include any modality (face-to-face, remote, online, or hybrid).
449 The normal instructional load is 12 IWLU per term. In order to provide flexibility, bargaining unit
450 members may work with their Department Chair and College Dean to adjust their instructional load
451 per term up to a maximum of 15 IWLU or a minimum of 6 IWLU per term provided the total is 36
452 IWLU per academic year for bargaining unit members on a 9-month appointment, or 48 IWLUs for
453 those on 11- or 12-month appointments. Any exception will require approval by the Dean and
454 Provost.

455
456 **(B). Non-Instructional Workload.** The full-time non-instructional workload for tenured and
457 tenure-track bargaining unit members on a 9-month appointment shall be nine (9) non-instructional
458 workload units (NIWLUs) per academic year and twelve (12) NIWLUs for those on 11- or 12-
459 month appointments. Non-instructional workload shall be for scholarship, research, and internal
460 service to the department, college, and/or Oregon Tech and external service to their profession and
461 community consistent with Oregon Tech's mission. The expected percentage of effort assigned to
462 categories of activity will be addressed in the annual Faculty Objectives Plan and approved by the
463 supervisor and College Dean. The assigned distribution of labor in each category of activity may
464 vary over time during the year and the percentages should therefore be understood as a guide to the
465 totality of the appointment.

466
467 **(C). Reduction in Instructional Workload.** Instructional workload may be reduced with approval
468 of the College Dean. When the bargaining unit member has been assigned a teaching load of less
469 than thirty-six (36) IWLUs in a year, the member must prepare and submit to the College Dean
470 appropriate documentation of how the assignments made in lieu of teaching were satisfactorily
471 completed. Bargaining unit members assigned non-teaching assignments beyond non-instructional
472 workload, shall still be considered full-time teaching faculty for purposes of Promotion, Tenure, and
473 eligibility for Sabbatical Leave.

474

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

478
479 **(A). Instructional Workload.** The full-time instructional workload for non-tenure track bargaining
480 unit members on a 9-month appointment shall be forty-two (42) IWLUs per academic year and
481 fifty-six (56) IWLUs for those on 11- or 12-month appointments. A bargaining unit member's
482 teaching assignment may include any modality (face-to-face, remote, online, or hybrid). The normal
483 instructional load is 14 IWLUs per term. In order to provide flexibility, bargaining unit members
484 may work with their Department Chair and College Dean to adjust their instructional load per term
485 up to a maximum of eighteen (18) IWLUs or a minimum of nine (9) IWLUs per term provided the
486 total is 42 IWLUs per academic year for bargaining unit members on a 9-month appointment, or 56
487 IWLUs for those on 11- or 12-month appointments. Any exception will require approval by the
488 Dean and Provost.

489
490 **(B). Non-Instructional Workload.** The full-time non-instructional workload for non-tenure-track
491 bargaining unit members on a 9-month appointment shall be three (3) NIWLUs per academic year
492 and four (4) NIWLUs for those on 11- or 12-month appointments. Non-instructional workload
493 shall be for scholarship, research, and internal service to the department consistent with Oregon
494 Tech's mission. The expected percentage of effort assigned to categories of activity will be addressed
495 in the annual Faculty Objectives Plan and approved by the supervisor and College Dean. The
496 assigned distribution of labor in each category of activity may vary over time during the year and the
497 percentages should therefore be understood as a guide to the totality of the appointment.

498
499 **(C). Reduction in Instructional Workload.** Instructional workload may be reduced with approval
500 of the College Dean. When the bargaining unit member has been assigned a teaching load of less
501 than forty-two (42) IWLUs in a year, the member must prepare and submit to the College Dean
502 appropriate documentation of how the assignments made in lieu of teaching were satisfactorily
503 completed.

504
505 **Section 7. Workload Assignment.** Except for bargaining unit member librarians, the College Dean
506 shall assign workload according to the Provost's [Workload Guidelines](#) and forward such
507 assignments to the Provost for final approval. Departmental needs shall be the basis for
508 assignments. If unforeseen events occur or departmental needs change during the year, a bargaining
509 unit member's assignment may be modified by the College Dean and forwarded to the Provost for
510 final approval.

511
512 The [Workload Guidelines](#) may be updated during the Spring Term to be effective the following Fall
513 Term. Changes to the guidelines may be recommended by bargaining unit members to their
514 Department Chair, College Dean, or other academic officers. The Provost retains the final authority
515 to approve the guidelines. The Provost will notify the Association of any changes by May 1st.

516
517 **Section 8. Overload.**

518
519 **(A).** An instructional overload assignment is an assignment of no more than one (1) course (up to
520 four (4) credits) regardless of modality per academic term that exceeds thirty-six (36) IWLUs for
521 tenured or tenure-track or forty-two (42) IWLUs for non-tenure track members in an academic year.

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

524
525 Overload is mutually agreed to between the bargaining unit member and the Department Chair or
526 appropriate administrative supervisor with approval of the College Dean and Provost. Any
527 exceptions will require approval by the Dean and Provost.

528
529 **(B).** An overload assignment is a one time or limited assignment, made or approved by the Provost
530 or designee. No bargaining unit faculty member may be disciplined or terminated for refusing an
531 overload assignment.

532
533 **(C).** Bargaining unit members who have been awarded release time may not receive overload
534 assignment for the period of time during which they received the release time. Exceptions may be
535 made by the College Dean, Provost, or their designee.

536
537 **Section 9. Student Consultation Hours.**

538
539 **(A).** All bargaining unit members shall be available for student consultation. Student consultation
540 sessions, student contacts and communication are a necessary part of teaching a course and no
541 additional workload units are awarded for student consultation. Full-time bargaining unit members
542 shall establish and maintain a minimum of five (5) scheduled student consultation hours per week in
543 their offices outside of class, each term they are teaching (or proportionally fewer hours for those
544 with lower assigned instructional loads). These five (5) hours should be distributed over at least three
545 (3) different days per week. Student consultation sessions should occur at the campus location(s)
546 where bargaining unit members are assigned and be a minimum of one (1) hour in length. These
547 hours may not occur during assigned course times. Those bargaining unit members with less than
548 full-time appointments shall establish minimum consultation hours in proportion to their part-time
549 appointment. Bargaining unit members teaching online classes shall be required to publish and hold
550 office hours in proportion to the assigned online teaching workload.

551
552 **(B).** Each bargaining unit member shall post the schedule of office hours outside the bargaining unit
553 member's office for student viewing, include it on each syllabus and submit a copy to the
554 Department Chair or appropriate administrative office and College Dean. Established office hours
555 and locations should be convenient to the students, not just the bargaining unit member, and
556 exceptions may be made at the discretion of the Department chair or appropriate administrative
557 officer.

558
559 **Section 10. Student Advising.** Recognizing the importance of student advising and its place among
560 the principal responsibilities of all bargaining unit members, the Department Chair or appropriate
561 administrative officer, with approval from the Provost, will assign advisees to tenured and tenure-
562 track bargaining unit members. Non-tenure track bargaining unit members may be assigned advising
563 duties.

564
565 Student advising will be awarded NIWLU as follows:

566
567 15-30 students = 1.0 NIWLU/academic year
568 31-45 students = 2.0 NIWLUs/academic year
569 46-60 students = 3.0 NIWLUs/academic year

570 >60 students = 4.0 NIWLUs/academic year

571

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

580

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

588

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

595

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

597

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

601

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

604

605 **Work Year.** For nine (9)-month faculty the work year shall consist of three (3) 11-week terms
606 including two weeks before the beginning of the academic year beginning on or around September
607 15th and one week following each academic term ending on or around June 15th but not including
608 scheduled holidays, Thanksgiving Break, Winter Break and Spring Break, as defined by the current
609 academic calendar.

610

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

613

614

Article X: Outside Activities

615

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

618 relation to their institutional responsibilities, be of service to the community, the public and private
619 sector, and the nation. Thus, Oregon Tech recognizes that bargaining unit members may currently,
620 or in the future, perform paid or unpaid activities outside Oregon Tech provided that they are
621 disclosed according to Oregon Tech policy and the terms of this Agreement.
622

623 **Section 2. Activities Not Considered Outside.** Teaching, research, publishing, lecturing, advising
624 governmental agencies, serving on advisory boards and membership in professional societies are not
625 considered outside activities, provided that: 1) the activities are related to the bargaining unit
626 member's professional field; and, 2) no compensation is received other than royalties from
627 publications or small honoraria typically given for such service.
628

629 **Section 3. Scope.** A bargaining unit member may perform only paid or unpaid outside activities
630 that do not interfere or legally or ethically conflict with the full and faithful performance of the
631 member's obligations and responsibilities to Oregon Tech, comply with all University rules and
632 policies, and do not violate the Oregon Government Ethics Law.
633

634 Where the performance of unpaid outside activities conforms with these requirements, the
635 bargaining unit member need not seek approval as outlined in Section 4, below, but shall comply
636 with Section 5, below.
637

638 For full-time bargaining unit members, paid activities outside Oregon Tech shall not exceed one (1)
639 day during the course of a week, which is defined as five (5) calendar days. For part-time bargaining
640 unit members, paid activities are inversely prorated by FTE.
641

642 **Section 4. Approval, Change, and Renewal.** Effective upon ratification of this Agreement, any
643 bargaining unit member who wishes to perform paid activities outside Oregon Tech must obtain
644 authorization from the Provost to perform such before the activity begins by completing an Outside
645 Activity Approval Request form and filing such with their respective Dean who shall recommend
646 approval or denial to the Provost.
647

648 Within sixty calendar (60) days of ratification of this Agreement, all bargaining unit members
649 currently performing paid activities outside Oregon Tech, either previously approved or otherwise,
650 as of the date of ratification must obtain authorization to continue performing paid activities outside
651 Oregon Tech. Bargaining unit members must complete an Outside Activity Approval Request form
652 and file such with their respective College Dean who shall recommend approval or denial to the
653 Provost.
654

655 The Provost reserves the sole and exclusive right to approve or deny a bargaining unit member's
656 performance of any current or future paid activity outside Oregon Tech and shall do so within
657 fourteen (14) calendar days of receipt of the recommendation from the College Dean. A denial may
658 be appealed to the President within seven (7) calendar days, who shall issue a final decision within
659 fourteen (14) calendar days from receipt of the appeal. The Provost's initial decision and the
660 President's final decision are not subject to the grievance process under this Agreement.
661

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

666
667 An approval is valid for twelve (12) calendar months or until the scope or employment commitment
668 of the approved paid activity outside Oregon Tech changes, whichever is earlier. In either case
669 (expiration of the time period or a change), an approval is required before the activity can continue.
670

671 Failure to receive approval for the performance of any initial, change in, or renewal of a paid activity
672 outside Oregon Tech may result in discipline, up to and including termination of employment, by
673 Oregon Tech.
674

675 **Section 5.** If approved, the bargaining unit member must make it clear that in the performance of
676 the paid or unpaid activity outside Oregon Tech the bargaining unit member is acting in an
677 individual capacity and does not speak, write, or act in the name of Oregon Tech or directly
678 represent it. Thus, the bargaining unit member may not list their Oregon Tech telephone number,
679 address, or email in commercial listings or other public documents, the purpose of which is to draw
680 attention to the individual's availability for compensated or uncompensated service.
681

682 Furthermore, the performance of a paid or unpaid activity outside Oregon Tech must not involve
683 the use of Oregon Tech name, logo, letterhead, property, facilities, equipment, or services.
684

685 **Article XI: Professional Development**

686
687 Oregon Tech agrees to support professional development of bargaining unit members by allowing
688 for the reasonable absence from assigned duties to participate in professional development activities,
689 provided that the bargaining unit member requests and receives approval for such absence from
690 their Department Chairs or appropriate administrative officer in advance.
691

692 For each academic year under this Agreement, Oregon Tech will allocate a minimum of
693 \$150,000 as a pool of funds to promote the professional development of bargaining unit members.
694 The allocation to the professional development pool of funds each academic year is budget-
695 dependent, and the pool of funds may increase or decrease from academic year to academic year. In
696 the event Oregon Tech increases or decreases the minimum allocation for an academic year, Oregon
697 Tech shall notify OT-AAUP of the amount to be allocated by no later than August 15. There shall
698 be no carryover from one academic year to another of any allocated pool of funds that are not used
699 by the end of an academic year.
700

701 These funds will be allocated to each department based on the discretion of the College Dean, or
702 University Librarian for librarian faculty. When available, professional development funds are
703 allocated to the bargaining unit member's department no later than the start of the academic year.
704 Professional development funds are awarded competitively at the discretion of the department
705 chairperson or appropriate administrative officer with the College Dean's or Provost's approval.
706 Every college will have procedures and criteria for applying for and awarding available professional
707 development funds. Priority for professional development funds may be given to bargaining unit
708 members for whom such funds aid in their preparations for consideration for tenure, or meet other
709 program, department, college, or university goals or strategic priorities as established by the program
710 or college.
711

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

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

717
718 In no instance may professional development funds be used for salaries.

719
720 **Article XII: Sabbatical Leave**

721
722 **Section 1.** Sabbatical leaves are a privilege extended by Oregon Tech for the purpose of
723 strengthening the academic programs of Oregon Tech while also contributing to the professional
724 development of the tenured bargaining unit member in scholarship, creative activity, teaching, and
725 leadership. A tenured bargaining unit member must demonstrate they are capable of using the
726 sabbatical period in a manner which will thereafter increase the member's effectiveness and
727 contributions to Oregon Tech. The Provost, or designee, shall have the sole discretion to approve
728 applications for sabbatical leave.

729
730 **Section 2. Eligibility.** A tenured bargaining unit member may be considered for sabbatical leave
731 under the following circumstances:

- 732
- 733 a.) After having been continuously appointed without interruption by a sabbatical leave for
734 at least eighteen (18) academic terms (excluding Summer Term) or, in the case of 12-
735 month faculty, at least seventy-two (72) months; or
 - 736
 - 737 b.) After having accumulated the equivalent of six (6) full-time years of employment over an
738 indefinite period of 9-month or 12-month appointments, uninterrupted by a sabbatical
739 leave.

740
741 A protected leave of absence will not prejudice the tenured bargaining unit member's eligibility for
742 sabbatical leave. Tenured bargaining unit members may be considered for subsequent sabbatical
743 leaves after again satisfying the conditions specified in subsection (a) or (b), above. Under
744 extraordinary circumstances, a tenured bargaining unit member may submit to the Provost in writing
745 a request for an exception to the terms outlined in this Section.

746
747 **Section 3. Application for Sabbatical.** Tenured bargaining unit members who meet the sabbatical
748 eligibility standard in Section 2, above, shall complete the official application form available on the
749 Provost's website, attach a current curriculum vitae, and submit the application to their Department
750 Chair or appropriate administrative officer. In applying for sabbatical leave, a tenured bargaining
751 unit member shall also sign an agreement to return to Oregon Tech for a period of at least one
752 academic year or twelve (12) months (depending on appointment) on completion of the sabbatical
753 or repay the salary provided pursuant to Section 5, below. Sabbatical leave must begin and end with
754 an academic term.

755
756 **Section 4. Decision.** The Department Chair or appropriate administrative officer, in consultation
757 with the College Dean, shall discuss a plan to cover the duties of the bargaining unit members
758 during the term of the requested sabbatical. If a plan is developed after such consultation, it shall be
759 submitted to the Provost, along with the application for sabbatical leave, for final decision. If a plan
760 is unable to be developed, the application shall not be forwarded to the Provost's Office for further
761 review. A committee, comprising the College Deans, two of four tenured faculty members

762 nominated by the Faculty Senate, and one Provost appointee who will serve as committee chair, will
763 be charged by the Provost to provide recommendations to the provost for sabbatical leave.
764 Approval of sabbatical leave proposals and the number of sabbatical leaves authorized shall be the
765 sole discretion of the Provost. In cases where it is necessary to choose between several applications
766 for sabbatical leave from the same department or unit, preference shall not be given based on salary
767 or rank but instead on the merit of the application. In cases where sabbatical applications have equal
768 merit, a bargaining unit member who has more time in service since their last sabbatical leave will be
769 given highest priority for the award of sabbatical leave.

770
771 Once the term of the sabbatical leave is approved, such shall not be changed unless extenuating
772 circumstances are presented in writing to the Provost at least one (1) full term prior to the requested
773 date to return from the current sabbatical leave. If the Provost determines that extenuating
774 circumstances exist to return the tenured bargaining unit member from their sabbatical leave earlier
775 than previously approved or to extend the length of the sabbatical only the Provost shall approve
776 the request and determine whether or not to apply the salary rate in Section 6, below, for the newly
777 approved term.

778
779 **Section 5. Return from Sabbatical Leave.** Within thirty (30) days from the start of the academic
780 term after returning from sabbatical leave, the tenured bargaining unit member must submit a
781 written report of the accomplishments and benefits resulting from the leave aligned to their intended
782 sabbatical goals and objectives. This report is needed both for the record and as a justification of the
783 value of the sabbatical leave program. The report is to be filed with the Provost, with a copy to the
784 Department Chair and the College Dean, within the timeline specified in the application.

785
786 If a tenured bargaining unit member fails to fulfill this obligation or separates from Oregon Tech's
787 employment either during the sabbatical leave or prior to expiration of one academic year or twelve
788 (12) months (depending on appointment) following return from the sabbatical leave, they shall repay
789 the full salary paid during the leave including other payroll expenses ("OPE") (i.e., health care
790 contributions, retirement contributions, etc.) paid by Oregon Tech on their behalf during the
791 sabbatical leave. This amount is due and payable within three (3) months following the date
792 designated in the sabbatical agreement for the tenured bargaining unit member to return to Oregon
793 Tech or the date of separation, whichever is earlier, unless another time is mutually agreed to in
794 writing between the University and tenured bargaining unit member. Under extraordinary
795 circumstances, a tenured bargaining unit member may submit to the Provost in writing a request for
796 an exception to the terms outlined in this Section.

797
798 **Section 6. Salary.** Tenured bargaining unit members on approved sabbatical leave shall receive
799 salary as follows while on leave:

- 800
801 a.) One-term sabbatical: 85% of base salary;
802
803 b.) Two-term sabbatical: 75% of base salary;
804
805 c.) Three-term sabbatical (for 9-month or 12-month faculty) or four-term sabbatical (available
806 only for 12-month faculty): 60% of base salary.

807
808 The rate used to determine a bargaining unit member's sabbatical salary shall be the base salary rate
809 in effect at the time when the leave begins.

810
811 Bargaining members on sabbatical shall still be eligible for all compensation adjustments.
812

813 **Section 7. Supplementing of Sabbatical Incomes.** Sabbatical leaves shall not be used for the
814 purpose of carrying out the paid duties of a member at Oregon Tech, another college or university,
815 or to complete requirements for a college degree. Bargaining unit members may supplement their
816 sabbatical salaries, consistent with stipulations made in Article X: Outside Activities.
817

818 **Section 8.** Tenured bargaining unit members shall remain benefits eligible during the approved
819 sabbatical leave. If alternative health insurance is required to cover a tenured bargaining unit
820 member during the approved period of sabbatical leave (due to international travel, etc.), Oregon
821 Tech shall pay the equivalent amount toward that insurance as it would otherwise be paid towards
822 Oregon Tech provided health insurance, provided that the bargaining unit member is not double
823 covered by both health insurance plans. Any difference in the amount required for an alternative
824 health insurance plan shall be paid by the bargaining unit member.
825

826 **Article XIII: Working Conditions**

827
828 **Section 1. Reporting.** Oregon Tech is committed to providing a healthy, safe, and functional
829 working environment that enables bargaining unit members to carry out their assigned duties.
830

831 Oregon Tech will comply with all applicable law and university rules, policies, standards, manuals, or
832 procedures.
833

834 Bargaining unit members shall immediately report any workplace health and safety, injury, illness, or
835 maintenance issue to the appropriate contact person and/or their immediate supervisor.
836

837 No bargaining unit member shall be retaliated against for identifying and/or expressing concerns
838 about a workplace safety issue, including reaching out to appropriate state or federal agencies when
839 workplace safety issues persist.
840

841 **Section 2. Imminently Hazardous or Dangerous Assigned Tasks.** Bargaining unit members
842 shall immediately report any assigned task they believe is imminently hazardous or dangerous, such
843 that a reasonable person would believe the performance of the task would risk the employee's death
844 or serious physical injury.
845

846 Upon receiving a report of imminently hazardous or dangerous work, Oregon Tech may either
847 choose to reassign the bargaining unit member to other work or have the task evaluated by Oregon
848 Tech's Environmental Health and Safety Office. If the Environmental Health and Safety Office
849 agrees that the task is imminently hazardous or dangerous, as defined above, then Oregon Tech
850 must take appropriate steps to remedy the situation.
851

852 If the Environmental Health and Safety Office does not find the work imminently hazardous or
853 dangerous, as defined above, the bargaining unit member may be asked to complete the task as
854 directed. In such cases, further failure to perform the task may subject the bargaining unit member
855 to discipline procedures as outlined in Article XV: Disciplinary Procedures.
856

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

861
862 Bargaining unit members shall receive necessary health and safety information appropriate to their
863 job.

864
865 **Section 4. Workspace.** Oregon Tech will furnish and maintain workspaces, furnishings,
866 information technology, tools, and equipment necessary to carry out assigned work, including access
867 to private meeting space sufficient for meeting with students, which may need to be reserved
868 according to established guidelines.

869
870 Bargaining unit members shall use appropriate safeguards and equipment if exposed to hazards.

871
872 **Section 5. Transfer of Faculty Office Space or Location.** Unless there is mutual agreement to
873 the contrary or an emergency situation, Oregon Tech must provide at least thirty (30) calendar days’
874 notice when assigning a bargaining unit member to a new office space within a given campus
875 (Klamath Falls, Portland-Metro, or Everett).

876
877 Unless there is mutual agreement to the contrary or an emergency situation, a bargaining unit
878 member may be directed to move from one campus to another (i.e., Klamath Falls to Portland-
879 Metro, Portland-Metro to Everett, etc.) upon notice of no less than ten (10) months, provided that
880 Oregon Tech has first solicited qualified volunteers from amongst the bargaining unit with a
881 rationale for the move.

882 **Article XIV: Personnel Files**

883
884
885 Oregon Tech shall maintain official employment personnel and academic personnel files for the
886 bargaining unit members. Oregon Tech is responsible for the security, custody, and retention of said
887 files per related Oregon Tech standards and applicable laws.

888
889 **Section 1. Employment File.** A bargaining unit member’s official employment personnel file shall
890 be maintained by the Office of Human Resources (“OHR”) in digital and/or paper form.

891
892 The employment personnel file typically contains the following, as applicable, in paper or digital
893 form: application; resume and/or CV; official transcripts ; initial offer letter; notices of appointment
894 (annual); position descriptions; records of appointment changes; change forms; documentation of
895 salary rates and pay adjustments; letters of commendation; leaves; documented verbal and written
896 coaching; non-disciplinary letters of counsel; disciplinary actions; notices of non-renewal, retirement,
897 or resignation; employment verification W-4; direct deposit information.

898
899 **Section 2. Academic File.** A bargaining unit member’s official academic personnel file (also
900 referred to at times as the evaluative file) is maintained by the Office of the Provost in digital and/or
901 paper form.

902
903 The academic personnel file typically contains the following, as applicable, in paper or digital form:
904 copies of official transcripts; initial offer letters; CVs; annual performance evaluations (“APE”);

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

908
909 Academic files may also contain letters of commendation; documented verbal and written coaching
910 (*e.g.*, letters of instruction; letter of expectation); non-disciplinary letters of counsel; disciplinary
911 actions; and similar documents.

912
913 **Section 3. Access and Copies of Personnel Files.** A bargaining unit member may request a copy
914 of their own employment personnel or academic personnel file by contacting, respectively, the OHR
915 or the Office of the Provost. Should digital copies be established and made available through a
916 secure “self-service” online program, the bargaining unit member will be directed where and how to
917 access the respective file themselves. A bargaining unit member shall be provided a paper copy of a
918 document not available in digital form at no cost to the bargaining unit member.

919
920 A bargaining unit member may request, in advance, a time during regular business hours to inspect
921 their employment personnel or academic personnel file, understanding that either file may exist, in
922 part or in full, solely in digital format and understanding that immediate or instant access to either
923 personnel file is not reasonable. Such inspections shall be supervised by a staff member of the OHR
924 or the Office of the Provost, as the case may be, and the bargaining unit member may be
925 accompanied by one (1) representative of their choice.

926
927 When scheduling a time to inspect either personnel file, the bargaining unit member should alert the
928 corresponding office as to whether the bargaining unit member will be accompanied by one (1)
929 representative so that adequate spacing can be arranged.

930
931 **Section 4. Errors or Omissions.** The source of all material in both the employment and academic
932 personnel files shall be identified and no unauthorized or anonymous materials shall be contained in
933 either personnel file. If a bargaining unit member believes that their employment or academic
934 personnel file contains errors of fact or omissions, the member may submit a written petition to
935 remove or correct the errors of fact or omissions to the OHR or Office of the Provost, whichever
936 applies, to be placed in the file. If material is being added to a faculty’s academic or personnel file,
937 the responsible office shall notify the member of the added material (*e.g.*, a carbon copy noted on the
938 material added or email satisfies this requirement).

939
940 **Article XV: Disciplinary Procedures**

941
942 **Section 1(A).** No bargaining unit member shall be disciplined without a finding of just cause.

943
944 **(B).** Oregon Tech and the Association agree that, in accordance with former OAR 580-021-0325
945 which transferred to Oregon Tech as an institutional policy by operation of law on July 1, 2015, just
946 cause is defined as, but is not limited to:

- 947
948 1. Conviction of a felony or of a crime involving moral turpitude during the period of
949 employment by Oregon Tech (or prior thereto if the conviction was willfully concealed in
950 applying to Oregon Tech for employment);

951

- 952 2. Conduct proscribed by former OAR 580-022-0045, which is identified and modified below
953 as:
954
- 955 a. Obstruction or disruption of teaching, research, administration, disciplinary
956 procedures, or other Oregon Tech activities, including Oregon Tech’s public service
957 functions or other authorized activities on Oregon Tech owned or controlled
958 property or at Oregon Tech related activities and events;
959
 - 960 b. Obstruction or disruption that interferes with the freedom of movement, either
961 pedestrian or vehicular, on Oregon Tech owned or controlled property or at Oregon
962 Tech related activities and events;
963
 - 964 c. Possession or use of explosives, dangerous chemicals, or other dangerous weapons
965 or instrumentalities on Oregon Tech owned or controlled property, unless
966 authorized by law, Board, or Oregon Tech rules or policies;
967
 - 968 d. Detention or physical or verbal abuse of any person or conduct intended to threaten
969 imminent bodily harm or endanger the health of any person on any Oregon Tech
970 owned or controlled property or at Oregon Tech related activities and events;
971
 - 972 e. Malicious damage, misuse or theft of Oregon Tech property, or the property of any
973 other person where such property is located on Oregon Tech owned or controlled
974 property, or, regardless of location, is in the care, custody or control of Oregon
975 Tech;
976
 - 977 f. Refusal by any person while on Oregon Tech property to comply with an order of
978 the President or appropriate authorized official to leave such premises because of
979 conduct proscribed by this rule when such conduct constitutes a danger to personal
980 safety, property, educational, or other appropriate Oregon Tech activities on such
981 premises;
982
 - 983 g. Unauthorized entry to or use of Oregon Tech facilities, including buildings and
984 grounds;
985
 - 986 h. Illegal use, possession, or distribution of controlled substances, or unauthorized use,
987 possession, or distribution of alcohol on Oregon Tech owned or controlled property
988 or at Oregon Tech related activities and events;
989
 - 990 i. Inciting others to engage in any of the conduct or to perform any of the acts
991 prohibited herein. Inciting means that advocacy of proscribed conduct that calls on
992 the person or persons addressed for imminent action, and is coupled with a
993 reasonable apprehension of imminent danger to the functions and purposes of
994 Oregon Tech, including the safety of persons, and the protection of its property;
995
 - 996 j. Violating the Board’s Policy for Intercollegiate Athletics as described in Section 8 of
997 the Internal Management Directives, specifically including the subsection thereof
998 entitled Code of Ethics.
999

1000 3. Failure to perform the responsibilities of an academic staff member, arising out of a
1001 particular assignment, toward students, toward the faculty member's academic discipline,
1002 toward colleagues or toward Oregon Tech in its primary educational and scholarly functions
1003 and secondary administrative functions of maintaining property, disbursing funds, keeping
1004 records, providing living accommodations and other services, sponsoring activities and
1005 protecting the health and safety of persons in the Oregon Tech community.
1006

1007 (C). Some allegations against bargaining unit members must be investigated in accordance with
1008 applicable laws and associated guidelines (e.g. Title VII, Title IX and Mandatory Reporting of Abuse
1009 of Minors), and in those cases, the procedures and standards relating to the investigation and
1010 disciplinary action, if any, of this Article shall be preempted by those laws and associated guidelines.
1011 This Article shall apply to all other situations which may require disciplinary action of a bargaining
1012 unit member.
1013

1014 **Section 2. Progressive Disciplinary Actions.** In order to be considered disciplinary in nature and
1015 grievable under Article XVI: Grievances, Oregon Tech must expressly identify the action as
1016 disciplinary. Annual Performance Evaluations, Promotion and Tenure determinations, and
1017 compensation decisions are not considered disciplinary.
1018

1019 Discipline shall be appropriate to the circumstances and proportionate to the seriousness of the
1020 offense.
1021

1022 Oregon Tech is committed to the use of progressive discipline, except when the severity of the
1023 alleged offense or bargaining unit member's history of discipline warrants such a deviation.
1024 Normally, disciplinary actions are intended to proceed in the following progressive manner, often
1025 using actions including: oral reprimand with notation to file, written reprimand, and actions more
1026 severe than written reprimand (such as temporary suspension from the assignment for which they
1027 are failing to meet professional obligations, suspensions with or without pay, and discharge).
1028

1029 In determining whether to administer a disciplinary action and the severity of such discipline,
1030 Oregon Tech shall consider the egregiousness of the conduct in addition to the bargaining unit
1031 member's prior conduct and disciplinary record. A bargaining member's disciplinary record, whether
1032 identical in nature or not, may have a cumulative effect, resulting in a deviation from the progressive
1033 manner or a more severe disciplinary action including discharge.
1034

1035 Within sixty (60) calendar days of the appropriate administrative supervisor's knowledge of a
1036 condition upon which a disciplinary action may issue, the appropriate administrative supervisor shall
1037 identify in writing: 1.) the conduct that failed to adhere to the expected standards; 2.) expectations
1038 for future behavior or performance; 3.) any suggested or required remedial activities that the
1039 bargaining unit member must undertake; 4.) a notation that a failure by the bargaining unit member
1040 to address concerns raised by the disciplinary action may form the basis of a subsequent disciplinary
1041 action; and, 5.) inform the bargaining unit member of the right to file a grievance under Article XVI:
1042 Grievances.
1043

1044 Disciplinary actions more severe than a written reprimand (i.e., suspension with or without pay,
1045 removal from the assignment for which the bargaining unit member is failing to meet professional
1046 obligations, or termination) shall, in addition to including the information in the preceding
1047 paragraph, set a date, time, and place for a meeting to occur between the appropriate administrative

1048 supervisor and bargaining unit member in which the bargaining unit member may present evidence
1049 that rebuts or mitigates the conduct upon which the notice is based.

1050
1051 If the bargaining unit member wishes to have such a meeting, they shall request such by submitting
1052 in writing their evidence that rebuts or mitigates no later than five (5) business days before the
1053 meeting. The appropriate administrative supervisor shall issue a written response to the meeting
1054 within fifteen (15) business days of the meeting that either withdraws, modifies, or adheres to the
1055 disciplinary action proposed in the notice. If modified or adhered to, the disciplinary action shall
1056 include the effective date of the disciplinary action, proposed expectations for future behavior or
1057 performance, any suggested or required remedial activities that the bargaining unit member must
1058 undertake, and a notation that a failure by the bargaining unit member to address concerns raised by
1059 the notice may form the basis of a subsequent disciplinary action.

1060
1061 The decision to impose a disciplinary action is not stayed pending the outcome of a grievance or
1062 arbitration.

1063
1064 **Section 4. Union Representation.** A bargaining unit member who reasonably believes that an
1065 investigatory interview may result in disciplinary action may request that a union representative be
1066 present during such interview.

1067
1068 **Section 5. Administrative Leave during Investigations of Misconduct.** A bargaining unit
1069 member may be placed on administrative leave, with pay, during the investigation of alleged
1070 misconduct based on the severity of the allegation(s). Notice of this action shall be provided by the
1071 appropriate administrative supervisor to the bargaining unit member in writing prior to the start of
1072 the administrative leave outlining the reasons for the leave, and anticipated length of leave, and a
1073 date by which the bargaining unit member may present written evidence that rebuts or mitigates the
1074 proposed type and length of leave. A decision on any evidence presented shall issue within ten (10)
1075 business days.

1076
1077 The administrative leave shall generally be limited to seventy-five (75) calendar days, but may be
1078 extended where the complexity of the investigation, the number of witnesses identified, or the
1079 volume of information which needs to be gathered and reviewed necessitates more time. In advance
1080 of implementing any such extension, Oregon Tech shall provide written notification to the
1081 bargaining unit member indicating how much additional time is necessary and reasons for the
1082 extension of the investigation.

1083
1084 No notice is required for administrative leave when, in the judgment of the President, or designee,
1085 the presence of a bargaining unit member on Oregon Tech property presents a threat to the health,
1086 safety, or welfare of the Oregon Tech community, or represents a threat of substantial disruption or
1087 substantial interference with the normal and lawful activities of any member of the Oregon Tech
1088 community. In such circumstances, the administrative leave shall be with pay and the bargaining unit
1089 member will be removed and barred from Oregon Tech property pending further direction from
1090 Oregon Tech.

1091
1092 **Section 6. Absence Without Authorized Leave.** If a bargaining unit member is absent for ten (10)
1093 consecutive business days without leave authorized under this Agreement during the term of their
1094 appointment, the bargaining unit member may be considered to have abandoned their position and
1095 voluntarily resigned from employment with Oregon Tech. Before terminating the bargaining unit

1096 member's employment, Oregon Tech shall notify the bargaining unit member by U.S. first class mail
1097 to their last known address on file with the Office of Human Resources, and by email to their work
1098 email address, and provide the bargaining unit member with at least five (5) business days to
1099 respond. If the bargaining unit member fails to respond, Oregon Tech will deem them to have
1100 resigned and that action is not subject to Article XVI: Grievances. If the bargaining unit member
1101 timely responds, Oregon Tech shall consider that response in determining what, if any, employment
1102 action to issue.

1103
1104 **Section 7. Termination without Cause.** Termination of a bargaining unit member prior to the
1105 expiration of their appointment, termination of a tenured bargaining unit member, or other action,
1106 taken for financial, programmatic, or other administrative considerations shall not be covered by this
1107 Article.

1108 **Article XVI: Grievances**

1109
1110
1111 **Section 1. Purpose.** The purpose of this Article is to provide a procedure that promotes the
1112 prompt and efficient resolution of grievances. The parties encourage informal resolution of
1113 grievances, whenever possible, and encourage open communication between bargaining unit
1114 members and administrators to avoid resorting to formal grievance procedures, except when
1115 unavoidable.

1116
1117 Oregon Tech is not obligated to observe any other procedure for the resolution of grievances, as
1118 that term is defined herein, other than those procedures outlined in this Article.

1119 **Section 2. Definitions.**

1120
1121
1122 a.) "Grievance" is an allegation that there has been a violation, misinterpretation, or improper
1123 application of the provisions of this Agreement that had a direct adverse effect on the
1124 Grievant. The term "grievance" shall not include complaints related to matters of academic
1125 judgment.

1126
1127 b.) "Grievant" means the Association or bargaining unit member(s) bringing forth a grievance
1128 as defined above.

1129
1130 c.) "Academic judgment" shall mean, except as explicitly limited by this Agreement, the
1131 judgment by administrators concerning: (1) academic standards, competence, and
1132 performance as these relate to appointment, reappointment, promotion, tenure, or merit
1133 salary increases; or (b) curricula and educational policy.

1134
1135 d.) "Day" means business day.

1136 **Section 3. General Provisions.**

1137
1138
1139 a.) A Grievant has the right of self-representation at any step in the grievance procedure and/or
1140 may choose to be accompanied by the Association's designated official. Oregon Tech will
1141 notify the Association's grievance officer of the filing of a self-representation grievance, but
1142 not the substance of the grievance, within ten (10) days of receipt of the grievance. Any
1143 resolution of a self-representation grievance shall be consistent with all the terms of this

- 1144 Agreement. In cases of self-representation, resolution at any step of the grievance, but not
1145 the substance of the resolution, shall be communicated to the Association's grievance
1146 officer, within ten (10) days of such resolution.
1147
- 1148 b.) If requested by Grievant, the Association has the right to be present at, and to participate in,
1149 any formal Step in the grievance procedure outlined below, but shall not interfere with the
1150 right of self-representation.
1151
- 1152 c.) A bargaining unit member who is serving as the Association's grievance officer and files a
1153 grievance on their own behalf shall relinquish the role of grievance officer for the bargaining
1154 unit until their dispute is resolved.
1155
- 1156 d.) Time is of the essence in the presentation of grievances. The time limits provided below for
1157 the initial presentation of a grievance are measured from the date of the act, omission, or
1158 commencement of condition upon which the grievance is based; or from such later date that
1159 the Grievant knew or reasonably should have known of the act, omission, or
1160 commencement of the condition upon which a grievance is based.
1161
- 1162 i. In the event the time limit expires on a Saturday, Sunday, or holiday
1163 recognized by Oregon Tech, the time limit is automatically extended to the
1164 next business day.
1165
- 1166 ii. Time limits shall be extended for bargaining unit members who are on
1167 approved protected leave, other than sabbatical leave under Article XII, and
1168 resume the business day after returning from the leave.
1169
- 1170 iii. When mutually agreed upon by the parties, the time limits in any step of the
1171 grievance procedure may be modified. Any agreement to modify the time
1172 limits must be in writing.
1173
- 1174 iv. If the grievant or Association fails to meet the specified time limits, including
1175 any written modifications thereof, at any step of the grievance procedure, the
1176 grievance shall be considered withdrawn and it cannot be resubmitted or
1177 refiled. If Oregon Tech fails to issue a response within the specified time
1178 limits, including any written modifications thereof, at any step of the
1179 grievance procedure, the grievance may be advanced to the next step of the
1180 grievance procedure.
1181
- 1182 e.) Grievances and Notices of Intent to Arbitrate shall only be submitted on the forms attached
1183 in Appendix A of this Agreement (i.e., Grievance Form, Grievance Review Forms, and
1184 Notice of Intent to Arbitrate). All sections of the appropriate form being submitted must be
1185 completed and signed by the Grievant.
1186
- 1187 f.) Once a grievance is filed, neither the Grievant nor the Association shall expand upon the
1188 original elements and substance of the written Grievance Form.
1189
- 1190 g.) Oregon Tech may deny, with leave to refile within the time limits set forth in this Article, a
1191 grievance that is not filed in accordance with this Article.

- 1192
1193 h.) A grievance may not be presented under this Article which occurred prior to the effective
1194 date of this Agreement.
1195
1196 i.) A grievant, or the Association as the case may be, may withdraw a grievance at any time.
1197
1198 j.) For all meetings under this Article, the parties shall inform each other at least one (1) day in
1199 advance of the meeting as to who will participate in the meeting. A failure to comply with
1200 this provision shall not act to cancel the meeting but will act to bar attendance by those not
1201 disclosed.
1202
1203 k.) If the matter being grieved relates to an act or omission by the College Dean or Provost, the
1204 grievance may be presented at Step Two or Step Three, utilizing the Grievance Form.
1205
1206 l.) If the matter being grieved relates to an act or omission by the President, the grievance may
1207 be presented at Step Three, utilizing the Grievance Form.
1208

1209 **Section 4. Presentation of Grievances. Informal Procedure.** Within fifteen (15) days, the
1210 Grievant, or the Association on behalf of the Grievant, shall file the grievance on the Grievance
1211 Form, consistent with the requirements of this Article, with the administrator most directly
1212 concerned in an attempt to resolve the grievance informally. Upon request of either party, the
1213 parties shall meet within ten (10) days of receipt of the Grievance Form. The administrator shall
1214 provide a written response to the party filing the grievance within ten (10) days of receiving the
1215 Grievance Form or conclusion of the meeting if one occurs.
1216

1217 **Formal Procedure.** If the grievant chooses not to initiate the informal procedure, above, or the
1218 matter is not satisfactorily resolved by the informal procedure, the following formal grievance
1219 procedure may be invoked. In no event, however, will a grievance be presented more than forty (40)
1220 days after the act, omission, or commencement of the condition on which the grievance is based.
1221

1222 **Step 1: College Dean or University Librarian Level.** Within forty (40) days, the Grievant, or the
1223 Association on behalf of the Grievant, shall file the grievance on the Grievance Form consistent
1224 with the requirements of this Article with, as appropriate, the College Dean or University Librarian,
1225 or their respective designee.
1226

1227 Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance
1228 Form. As appropriate, the College Dean or University Librarian, or their respective designee, shall
1229 send a decision in writing to the party filing the Grievance Form within ten (10) days of receiving
1230 the Grievance Form or conclusion of the meeting if one occurs.
1231

1232 **Step 2: Provost's Level.** If the Grievant is not satisfied with the decision at Step 1, a request for
1233 review may be filed on the Grievance Review Form with the Provost or Provost's designee within
1234 ten (10) days of the date of the decision at Step 1.
1235

1236 Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance
1237 Review Form. The Provost or Provost's designee not hearing the grievance at Step One, shall send a
1238 decision in writing to the party filing the Grievance Review Form within ten (10) days of receiving
1239 the Grievance Review Form or conclusion of the meeting if one occurs.

1240
1241 **Step 3: President’s Level.** If the Grievant is not satisfied with the decision at Step Two, a request
1242 for review may be filed on the Grievance Review Form with the President or President’s designee
1243 within ten (10) days of the date of the decision at Step Two.
1244

1245 Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance
1246 Review Form. The President or President’s designee not hearing the grievance at Step One or Two,
1247 shall send a decision in writing to the party filing the Grievance Review Form within ten (10) days of
1248 receiving the Grievance Review Form or conclusion of the meeting if one occurs.
1249

1250 **Section 5. Notice of Intent to Arbitrate.** If the Grievant is not satisfied with the decision provided
1251 in Step 3, the Association may file a Notice of Intent to Arbitrate form, in Appendix A, with the
1252 President or the President’s designee and General Counsel within twenty (20) days of the date of the
1253 decision at Step 3. The process for arbitration is outlined in Article XVII: Arbitration.
1254

1255 No Grievant may advance a grievance to arbitration unless it is with the approval and participation
1256 of the Association.
1257

1258 **Article XVII: Arbitration**

1259
1260 **Section 1. Arbitration of Grievances.** If the grievance brought under Article XVI: Grievances is
1261 not resolved at the President’s level, only the Association may, within twenty (20) business days of
1262 the date of the written response from the President or President’s designee, file a Notice of Intent to
1263 Arbitrate form, found in Appendix A with the President and General Counsel of Oregon Tech.
1264 Failure to file the Notice of Intent to Arbitrate form within the time limit shall be deemed a waiver
1265 of the right to arbitrate and a withdrawal of the underlying Grievance without the ability to refile.
1266

1267 **Section 2. Mediation.** Within ten (10) business days of filing the Notice of Intent to Arbitrate, the
1268 parties may mutually agree in writing to submit the issue to mediation and request from the Oregon
1269 Employment Relations Board (“ERB”) that a mediator be assigned.
1270

1271 If mediation is not mutually agreed upon within the timeframe above, the Association shall have ten
1272 (10) business days (i.e., twenty (20) total business days from the date of filing the Notice of Intent to
1273 Arbitrate) to then submit its request to the ERB for a list of seven (7) arbitrators, preferably with a
1274 background in higher education and none of whom shall be an employee or consultant, or previous
1275 employee or previous consultant, of Oregon Tech or AAUP.
1276

1277 If mediation is chosen and fails to resolve the issue, the Association will then have five (5) business
1278 days of either party declaring in writing to the other party that mediation has failed to resolve the
1279 issue to then submit its request to the ERB for a list of seven (7) arbitrators, as noted above. The
1280 cost of the mediator shall be split equally between the parties.
1281

1282 **Section 3. Selection of an Arbitrator.** Within ten (10) business days of receipt of the ERB’s list of
1283 arbitrators, the parties shall attempt to mutually agree upon an arbitrator from that list or any other
1284 mutually agreeable arbitrator, preferably with a background in higher education, who may not appear
1285 on the list. If the parties are unable to mutually agree upon an arbitrator, the parties shall strike
1286 names from the ERB list. Each party shall alternately strike one (1) name from the list. The last
1287 remaining person on the list shall be selected as the arbitrator. For the initial arbitration filed under

1288 this Agreement, the initiating party shall be the first to strike. Thereafter, the parties shall alternate
1289 which party strikes first with each subsequent arbitration filed.

1290
1291 Upon the arbitrator's acceptance of the case, the hearing shall be held without unreasonable delay.
1292

1293 **Section 4. Arbitrability.** If arbitrability is in dispute between the parties, the arbitrator must decide
1294 the question of arbitrability first. The issue of arbitrability may be raised with the arbitrator through
1295 a motion to dismiss either before the date of the arbitration or at the beginning of the arbitration. If
1296 the motion is filed before the date of the arbitration, the moving party must file the motion with the
1297 arbitrator and opposing party no less than forty-five (45) calendar days before the date of the
1298 arbitration. If the motion is filed at the beginning of the arbitration, the parties will comply with the
1299 requirements of the arbitrator.

1300
1301 Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at
1302 that time, or the scheduled date if the issue of arbitrability was raised with the arbitrator prior to the
1303 scheduled date; provided that either party may seek judicial review of the arbitrator's decision as to
1304 jurisdiction and have the hearing on the merits delayed until such review is completed. Filing for
1305 such review shall occur at any time. Upon concluding that the arbitrator has no power to act, the
1306 arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of
1307 the issue.
1308

1309 **Section 5. Submission Agreement.** At least fourteen (14) calendar days in advance of the date of
1310 arbitration, the parties shall meet to draft a submission agreement to include the precise issue to be
1311 submitted to arbitration, which party has the burden of proof, what burden of proof will apply, a
1312 stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.
1313

1314 If the parties are unable to agree on the precise issue to be submitted, which party has the burden of
1315 proof, or what burden of proof will apply, each party shall submit its own version as to any of these
1316 upon which the parties cannot agree.
1317

1318 **Section 6. Conduct of the Hearing.** The arbitrator shall hold the hearing in Klamath Falls,
1319 Oregon; Salem, Oregon; Wilsonville, Oregon; or, Everett, Washington, depending on the grievant(s)
1320 assigned work location during employment by Oregon Tech. The parties are also free to mutually
1321 agree to any one of these locations or another location.
1322

1323 If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall
1324 establish a date for the submission of such briefs and the hearing will be deemed to have been
1325 closed by such date.
1326

1327 **Section 7. Authority of the Arbitrator.** The arbitrator derives their authority wholly and exclusively
1328 from the express terms of this Agreement. The arbitrator shall neither add to, subtract from, nor
1329 modify the terms of this Agreement. The arbitrator shall confine the decision solely to the
1330 application and/or interpretation of this Agreement and the information provided by the parties
1331 during the arbitration proceeding. The arbitrator shall refrain from issuing any statements of opinion
1332 or conclusions not necessary to the determination of the issue submitted. The arbitrator shall have
1333 no authority to make any decision limiting or interfering in any way with the powers, duties, and
1334 responsibilities of Oregon Tech and the Board of Trustees which have not been expressly limited by
1335 this Agreement. Nor shall the arbitrator consider the discipline of members of another bargaining

1336 unit or other Oregon Tech employees who are not members of the bargaining unit represented by
1337 the Association in rendering a decision.

1338
1339 In cases involving the exercise of “academic judgment,” the arbitrator shall not substitute their
1340 personal judgment for that of the official who made the decision, but shall confine the
1341 determination to whether the procedural steps were followed in making the decision. If the
1342 arbitrator determines that procedural steps were not followed, the arbitrator shall direct the official
1343 to reconsider the matter in accordance with the relevant procedural steps. In such case, the
1344 arbitrator may not direct that a bargaining unit member be reappointed, promoted, or awarded
1345 indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a
1346 decision is made following the appropriate procedural steps. If such an arbitration award results in
1347 continuing a bargaining unit member in employment beyond the effective date of timely notice of
1348 nonrenewal, then the award shall also waive further timely notice requirements. With respect to a
1349 bargaining unit member whose timely notice is related to the last year before indefinite tenure must
1350 be granted, any extension of an appointment shall be considered a written exception that indefinite
1351 tenure must be granted.

1352
1353 **Section 8. Arbitrator’s Opinion and Award.** The Opinion and Award of the arbitrator shall be
1354 final and binding upon the parties as to the issue submitted, provided that either party may seek to
1355 vacate such in accord with applicable law. The Opinion and Award of the arbitrator shall be issued
1356 within thirty (30) calendar days of the close of the hearing, unless the parties have agreed to
1357 additional time, and shall be in writing setting forth findings of fact, reasoning, and conclusions on
1358 the issue submitted.

1359
1360 An arbitrator’s Award may or may not be retroactive as the equities of each case may demand, but
1361 shall not include monetary damages, fines, or penalties, except for back wages or benefits consistent
1362 with this paragraph.

1363
1364 **Section 9. Costs.** All fees and expenses of the arbitrator shall be borne by the party not prevailing
1365 in the arbitration.

1366
1367 Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if
1368 any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing
1369 required by the arbitrator shall be divided equally between the parties and each party shall be
1370 furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at
1371 its own expense and shall provide the arbitrator and the other party with a copy at no charge.

1372
1373 Oregon Tech shall comply with [ORS 243.798](#) regarding a designated representative who participates
1374 in or prepares for an arbitration proceeding.

1375
1376 Should a grievance be withdrawn after selection of an arbitrator, all charges by the arbitrator shall be
1377 paid by the withdrawing party unless the grievance is withdrawn pursuant to a settlement of the
1378 grievance.

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1383

1384 **Article XVIII: Compensation**

1385
1386 **Section 1. Individual Salary Increases.** Nothing in this Article shall prevent Oregon Tech from
1387 making individual bargaining unit member salary increases, as needed, on a case-by-case basis,
1388 including retention increases or equity adjustments.
1389

1390 **Section 2. Existing Compensation Agreements.** Any agreements related to compensation made
1391 between Oregon Tech and individual bargaining unit members prior to the effective date of this
1392 Agreement are considered null and void and shall not continue beyond the effective date of this
1393 Agreement.
1394

1395 **Section 3. Compensation Increases.**

1396
1397 **(A).** Bargaining unit members who had an appointment at Oregon Tech on or before February 15
1398 of the calendar year preceding the effective date of the increase identified in subsection (C), below,
1399 shall be eligible to receive the specific increases identified therein.
1400

1401 **(B).** Oregon Tech will release a request for proposals, with a copy to OT-AAUP, by November 30,
1402 2021 to engage an outside consultant specializing in compensation for higher education in Oregon
1403 to complete a pay equity study of bargaining unit members pursuant to Oregon Equal Pay Act ([ORS](#)
1404 [652.210](#) – [652.235](#)) and the Letter of Agreement: Article XVIII Compensation. A copy of the
1405 complete results of the study shall be provided to OT-AAUP within five (5) business days of
1406 Oregon Tech receiving the results.
1407

1408 Should the study reveal a need to make equity adjustments, such adjustments will be implemented
1409 pursuant to subsections (C)(4) through (5), below.
1410

1411 **(C). Annual Increases.**

1412
1413 **(1). Calendar Year 2020.** Eligible bargaining unit members as defined in subsection (A),
1414 above, shall receive a retroactive two percent (2.0%) increase to their January 1, 2020 base
1415 salary payable with the June 30, 2021 pay.
1416

1417 **(2). Calendar Year 2021.** After application of the increase in subsection (1), above, eligible
1418 bargaining unit members as defined in subsection (A), above, shall receive a retroactive three
1419 percent (3.0%) increase added to their base salary payable with the June 30, 2021 pay.
1420

1421 **(3). Calendar Year 2022.** Effective January 1, 2022 (for 12-month appointments) and
1422 February 1, 2022 (for 9-month appointments), eligible bargaining unit members as defined in
1423 subsection (A), above, shall receive a two and one-half percent (2.5%) across the board
1424 increase added to their base salary.
1425

1426 **(4). Calendar Year 2023.** Effective January 1, 2023, Oregon Tech shall establish a total pool
1427 of funds for increases equal to two percent (2.0%) of the total November 30, 2022 base
1428 salaries for eligible bargaining unit members, as defined in subsection (A), above. Effective
1429 January 1, 2023 (for 12-month appointments) and February 1, 2023 (for 9-month
1430 appointments), the base salary of eligible bargaining unit members as defined in subsection
1431 A), above, shall be increased by one percent (1.0%).

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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

1480 and Advanced High School Credit as compared to the average of the same credit hours for the prior
1481 three (3) fall terms reveals a one percent (1.0%) increase or less, the parties shall meet to negotiate a
1482 reduction in the merit component of Section 3 above, for the upcoming calendar year, pursuant to
1483 [ORS 243.698](#). The parties recognize that such negotiations may delay the effective dates identified
1484 in Sections 3(C)(3) through (6), above.
1485

1486 **Section 5. Non-Tenure Track Salary Minimums.** Effective September 16, 2021, minimum
1487 salaries for non-tenure track bargaining unit employees holding a 1.0 FTE* fixed-term appointment
1488 will be as follows:
1489

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

1490
1491 * Appointments equal to or greater than 0.5 FTE but less than 1.0 FTE will have minimums
1492 adjusted proportionate to the FTE.
1493

1494 **Section 6. Tenure and Promotion Raises.** A tenure track bargaining unit member who is awarded
1495 tenure or promoted in academic rank shall receive an increase to their annual base salary on the
1496 effective date of the promotion, as follows:
1497

1498	Awarding of Tenure:	\$2,500
1499	Promotion to Associate Professor:	\$2,500
1500	Promotion to Professor:	\$7,500
1501	Post-Tenure Review*:	\$4,000

1502
1503 *Through June 30, 2025, bargaining unit Professors with at least five (5) years of service since
1504 promotion to Professor or last post-tenure increase.
1505

1506 *Note:* If, at any time during the term of this Agreement, Oregon Tech establishes a process for the
1507 promotion of non-tenure track faculty, Oregon Tech shall notify the Association. Within 14
1508 calendar days of receiving such notice, the Parties shall meet to negotiate over the impact of such
1509 policy. These negotiations shall follow the timelines for expedited bargaining under [ORS 243.698](#).
1510

1511 For bargaining unit members who received a promotional increase as a result of an academic year's
1512 promotion and tenure review process are eligible for other salary increases, if any. Tenure and
1513 promotion raises shall be effective the beginning of the following academic year.
1514

1515 **Section 7. Program Director Stipend.** Each academic year the College Dean or Dean's designee,
1516 at their sole discretion, may assign one (1) bargaining unit member to serve as the Program Director
1517 for their department. Exceptions may be made by the College Dean or Provost's designee. The
1518 Program Director shall assist the department leadership in areas such as program promotion,
1519 advising coordination, student retention, assessment, and accreditation of the department. For this
1520 work, if a Program Director is assigned, Oregon Tech shall provide the bargaining unit member so
1521 assigned a one-time annual stipend according to the following:
1522
1523
1524

1525	Department Taught Student Credit Hours	Stipend Amount
1526	(based on prior academic year census data)	
1527		
1528	10,000 – 19,999	\$1,500
1529	20,000 or more	\$3,000

1530

1531 Departments offering online degree programs may be assigned an additional program director at the
 1532 sole discretion of the Provost.

1533

1534 This Section replaces Oregon Tech’s previous stipend and release model for all Program Directors
 1535 or other department positions. No other stipend or release shall be given to Program Directors or
 1536 other department position except pursuant to this Section.

1537

1538 **Section 8. Overload.** Instructional overload assignments and any exceptions to such assignment or
 1539 compensation must receive approval from the Provost or their designee.

1540

1541 Compensation for the overload assignment shall be eight hundred and eighty dollars (\$880) per
 1542 instructional workload unit except that: 1) a geographical stipend may be applied based on the
 1543 location of an in-person assignment; 2) a class enrolled with less than ten (10) students may be
 1544 approved in exceptional circumstances and will be paid at seventy dollars (\$70) per student credit
 1545 hour; or, 3) a class with an enrollment larger than fifty (50) may also be awarded a stipend based on
 1546 innovation, technology, delivery, or other course requirements.

1547

1548 Bargaining unit members may request from the Provost that compensation for instructional
 1549 overload take the form of class release in future terms of the same academic year. The decision to
 1550 grant the request is within the sole discretion of the Provost.

1551

1552 **Section 9. Summer Term.** Summer Term appointments shall be compensated at eight hundred
 1553 and eighty dollars (\$880) per instructional workload unit. In exceptional circumstances, the College
 1554 Dean may approve small classes with enrollment under ten (10) students, in which case,
 1555 appointments will be compensated at seventy dollars (\$70) per student credit hour.

1556

1557 **Section 10. Sponsored Programs.** Compensation for work performed on sponsored agreements or
 1558 matching funds must be approved by the Provost or designee, and consistent with the Sponsored
 1559 Program requirements. Such compensation is not to exceed the bargaining unit member’s base salary
 1560 rate.

1561

1562 Appointments for which compensation is paid, in whole or in part, with federal funds shall follow
 1563 the standards established in Federal Cost Principles for Educational Institutions and may be
 1564 ineligible for an overload appointment or extra compensation. Notwithstanding this requirement, a
 1565 bargaining unit member may receive compensation that exceeds the member’s base salary so long as
 1566 the extra appointment and its compensation is approved specifically by the granting agency and does
 1567 not exceed twenty percent (20%) of member’s base salary or all compensation for the period.

1568

1569 **Section 11. Other Compensation.** At the sole discretion of the Provost or designee, bargaining
 1570 unit members may be awarded a stipend for performing academic-based projects.

1571

1572

1573 **Article XIX: Benefits**

1574
1575 **Section 1. Definitions.** For the purposes of this Article, the following definitions apply:
1576

1577 **(A). Core Insurance Benefits.** Core insurance benefits shall include medical, dental, basic vision,
1578 and basic life insurance. These benefits need not be offered by the same authorized or sponsored
1579 insurance program.

1580
1581 **(B). Eligibility.** Bargaining unit members who meet the eligibility requirements of the employer
1582 offered insurance program(s) are considered eligible to receive the core insurance benefits.
1583

1584 **(C). Employer Offered Insurance Program(s).** Employer offered insurance program(s) includes
1585 any insurance program(s) authorized or sponsored by Oregon Tech to provide core insurance
1586 benefits to bargaining unit members. Authorizing or sponsoring an insurance program(s) to provide
1587 core insurance benefits is within the sole and exclusive discretion of Oregon Tech.
1588

1589 **(D). Opt-Out.** Bargaining unit members who meet the eligibility requirements of the employer
1590 offered insurance program(s) may elect to opt-out of one or more of the core insurance benefits.
1591

1592 **Section 2. Employer Offered Insurance Program.** Through the term of this Agreement, Oregon
1593 Tech authorizes the Oregon Public Employee Benefit Board (“PEBB”) as the employer offered
1594 insurance program to provide all core insurance benefits identified in Section 1(A), above, to
1595 bargaining unit members eligible to receive those core insurance benefits. If employees in all other
1596 employee groups at Oregon Tech are placed in a different employer offered insurance program,
1597 bargaining unit members will be placed in that insurance program.
1598

1599 **Section 3. Premium Contributions.**

1600
1601 **(A).** For plan years 2021 through 2025, Oregon Tech will contribute ninety-five percent (95%) of
1602 the monthly premium contributions for the core insurance benefits, and the employee will
1603 contribute five percent (5%). Where the bargaining unit member has the opportunity to choose
1604 between at least two (2) plans issued by the employer offered insurance program(s) and the
1605 bargaining unit member enrolls in the least expensive health insurance plan available to them, the
1606 bargaining unit member’s premium shall be reduced by two percent (2%).
1607

1608 **(B).** Bargaining unit members are able to enroll for core insurance benefits within thirty (30)
1609 calendar days of their date of hire or during open enrollment. Coverage is effective the first day of
1610 the calendar month following enrollment, or pursuant to the enrollment process and timelines.
1611

1612 **(C).** In the event employees in all other employee groups at Oregon Tech are required to contribute
1613 more than five percent (5%) of the monthly premium for core insurance benefits as identified in
1614 subsection (A), above, Oregon Tech and the Association agree to meet within thirty (30) calendar
1615 days of Oregon Tech providing notice to the Association of Oregon Tech’s intent to negotiate
1616 changes in the monthly premium identified in subsection (A), above.
1617

1618 **Section 4. Opt-Out.** A bargaining unit member may choose to opt-out of one or more core
1619 insurance benefit coverages. When opting out of a core insurance benefit coverage, the bargaining

1620 unit member may receive a portion of the monthly benefit amount as taxable income as determined
1621 by the Employer offered insurance program.

1622
1623 **Section 5. Retirement Benefits.** Bargaining unit members may participate in the Oregon Public
1624 Employees Retirement System (“PERS”) (including Oregon Public Service Retirement Plan
1625 (“OPSRP”), the Optional Retirement Plan (“ORP”), the Tax-Deferred Investment 403(b) Plans
1626 (“TDI”), and the Oregon Savings Growth Plan 457, as set forth by Oregon law and plan documents.

1627
1628 A new bargaining unit member, who has not made a prior election, will be provided an opportunity
1629 to make an election at the appropriate time as set forth by law and plan documents, on which
1630 retirement plan they will participate. If no election is made the default retirement program will be
1631 the plan set forth by law and plan documents.

1632
1633 Oregon Tech will make contributions to PERS or ORP, as required by law and plan documents.

1634
1635 If Oregon Tech is prohibited by law from continuing to pay an employee contribution
1636 (generally known as the employee pickup) for any bargaining unit member, or the State Legislature
1637 or the Higher Education Coordinating Commission reduces Oregon Tech’s state allocations as a
1638 result of a legal prohibition on paying the employee pickup, Oregon Tech will, after implementation
1639 of its legal obligation(s), bargain with the Association over any impacts such may have on bargaining
1640 unit members’ employment relations.

1641
1642 **Section 6. Campus-wide Benefits and Services.** Bargaining unit members shall have access to the
1643 campus-wide benefits and services that Oregon Tech provides equally to all employee groups

1644
1645 **Section 7. Tuition Discounts/Staff Fee Privileges.** Bargaining unit members are eligible to
1646 register for classes at a reduced rate according to the Staff Fee Privilege as agreed upon by the
1647 Oregon Public Universities - Eastern Oregon University, Oregon Institute of Technology, Oregon
1648 State University, Portland State University, the University of Oregon, Southern Oregon University,
1649 and Western Oregon University as described at [Staff Fee Privileges](#) (application forms, information,
1650 exceptions, and other related information is accessible from the Office of Human Resources).

1651
1652 The Association recognizes that Oregon Tech and the other Oregon Public Universities who are
1653 parties to the Staff Fee Privilege have the unilateral right to modify, change, or delete the scope of
1654 the privilege including, but not limited, the programs of studies and courses offered, and a
1655 University’s continued participation in the Staff Fee Privilege program (including Oregon Tech’s
1656 participation).

1657
1658 **Section 8. Other Benefits.** Oregon Tech will pay all costs that it is legally required by the U.S.
1659 Government to pay in association with applying for, or renewing, an H-1B, J1, or E-3 employment-
1660 based visa for the bargaining unit member.

1661
1662 Whenever a bargaining unit member is required to be part of a professional organization or to
1663 maintain professional licensing for programmatic accreditation, Oregon Tech shall pay for one (1)
1664 annual membership to a professional organization that meets programmatic accreditation or the
1665 professional licensing renewal.

1666
1667

1668 **Article XX: Leaves**

1669
1670 **Section 1. General.** Oregon Tech shall comply with applicable state and federal laws or guidance
1671 regarding leaves. Oregon Tech will maintain all of the leave policies applicable to bargaining unit
1672 members on the Oregon Tech website supporting policies applicable to faculty. Additional details
1673 pertaining to leave will be provided on the Office of Human Resources (“OHR”) website.
1674

1675 **Section 2. Sick Leave with Pay.** All bargaining unit members appointed at 1.0 FTE shall be
1676 credited with eight (8) hours of sick leave for each full month of employment, or two (2) hours for
1677 each full week of employment less than one (1) month; bargaining unit members employed .5 FTE
1678 or more will be credited a prorated amount.
1679

1680 Sick leave shall be used in compliance with Oregon Tech sick leave policies and procedures.
1681

1682 Sick leave is not earned or used during sabbatical leave, professional leave, career development leave,
1683 or leave without pay. Sick leave may not be used when a bargaining unit member is on
1684 administrative leave without pay or when suspended without pay. Sick leave credit shall be earned
1685 during sick leave with pay and during other periods of paid leave. There is no limit on the amount of
1686 sick leave that may be accrued.
1687

1688 Bargaining unit members may be eligible for an advancement on their unearned sick leave pursuant
1689 to Oregon Tech policy (former OAR 580-021-0040(5)).
1690

1691 **Section 3. Family Medical Leaves.** Oregon Tech will abide by applicable state and federal laws or
1692 guidance concerning family/medical leave, providing job-protected leave to employees for certain
1693 family and medical reasons. In cases where leave qualifies both under state and federal family
1694 medical leave, Oregon Tech shall designate leave under the law that is most advantageous to the
1695 bargaining unit member. During the leave of absence, the bargaining unit member must use accrued
1696 paid sick leave and, at the bargaining unit member’s option, may retain a minimum balance of forty
1697 (40) hours of sick leave before taking unpaid leave.
1698

1699 Upon return to work following the leave, the bargaining unit member shall be restored to the same
1700 or equivalent available and suitable position without loss of salary level, years in rank, retirement
1701 service credits, or any other privilege or right that had been earned at the time the leave of absence
1702 commenced, but reduced by any paid leave the faculty member used during the leave of absence.
1703

1704 **Section 4. Vacation Accrual.** Eligible faculty members with a twelve (12) month, 1.0 FTE
1705 appointment accrue fifteen (15) hours of vacation per month. No faculty member may accrue in
1706 excess of two hundred and sixty (260) hours. The maximum number of hours that can be paid upon
1707 termination of employment is one hundred and eighty (180) hours.
1708

1709 During inclement weather or hazardous conditions where Oregon Tech designates a location fully
1710 closed, bargaining unit members with a 12-month, 1.0 FTE contract shall have the option of taking
1711 vacation in place, if applicable, or requesting permission to work remotely. If a bargaining unit
1712 member requests to work remotely during such a closure, they must submit a written request to their
1713 College Dean or University Librarian, or their designee, and receive approval before commencing
1714 any work. The College Dean or University Librarian, or their designee, has the discretion to approve
1715 or deny any such requests, which shall not be grievable.

1716
1717 **Section 5. Jury Duty.** When jury duty service interferes with the work assignment of a bargaining
1718 unit member, they shall be entitled to leave with pay for the time away from work required by jury
1719 service and may keep any monies paid by the court for the service. Upon receipt of a summons to
1720 jury duty, a bargaining unit member will inform the immediate supervisor of the date(s) for which
1721 the bargaining unit member has been summoned to jury duty and will provide the supervisor with a
1722 copy of the summons, if requested.

1723
1724 **Section 6. Unpaid Leaves of Absence.**

1725
1726 **(A).** At the sole discretion of the Provost, or designee, leaves of absence without pay may be
1727 granted, subject to subsection (B), below, to any bargaining unit member for the following reasons:
1728

- 1729 1.) the desire to pursue or complete advanced training (i.e., career development leave);
1730
1731 2.) travel;
1732
1733 3.) appointment to a position elsewhere for a limited time, where such appointment serves the
1734 best interests of Oregon Tech as well as those of the individual (i.e., professional leave); or,
1735
1736 4.) for other reasons which shall be consistent with Oregon Tech policies, procedures, or
1737 practices now in effect or hereinafter adopted.
1738

1739 **(B).** The Provost, or designee, and bargaining unit member shall have a written agreement prior to
1740 commencing the leave that addresses the bargaining unit member's return to employment terms
1741 such as salary, years in rank, benefits, and other rights and privileges.
1742

1743 **Section 7. Military Leave.** Oregon Tech shall comply with all applicable state and federal laws or
1744 guidance regarding rights and privileges granted to bargaining unit members related to military or
1745 uniformed service. Bargaining unit members requiring military leave not related to annual training
1746 should contact the Office of Human Resources for specific application of protected leave and
1747 benefits available. In the event of a conflict in the laws regarding the rights and privileges granted to
1748 bargaining unit members related to military or uniformed service, the conflict shall be resolved in
1749 favor of the bargaining unit member.

1750
1751 **Article XXI: Academic Program Review, Retrenchment, or Exigency**
1752

1753 **Section 1.** Oregon Tech is a complex polytechnic university offering an array of applied and
1754 professional programs. As such, it is necessary for Oregon Tech to adjust staff and academic
1755 programs to align with changing industry, student, and market demand as well as adjusting programs
1756 due to financial conditions and constraints.

1757
1758 Therefore, this Article addresses the rights and obligations of both Oregon Tech and the
1759 Association when program review, retrenchment and exigency may occur at Oregon Tech.
1760

1761 **Section 2. Program Review.** Through ongoing review of programs, Oregon Tech may adjust,
1762 reduce, reconfigure, or eliminate programs (major degree program, minors, concentrations,
1763 certificates, and continuing education, micro-credentials) in response to changes in enrollment and

1764 industry demands, curricula changes, faculty expertise, facility requirements, technological and
1765 equipment investment demands, educational programs, mission, and focus of Oregon Tech as a
1766 normal course of business.

1767
1768 **(A). No Separation of Employment.** Where the review determines there is a need for program
1769 adjustment, reduction, reconfiguration, or elimination that does not result in the separation of
1770 employment of a bargaining unit member, Oregon Tech has had, and shall continue to have, the
1771 sole and exclusive management right to accomplish the program adjustment, reduction,
1772 reconfiguration, or elimination through attrition, reassignment of tenured or tenure-track bargaining
1773 unit members within Oregon Tech, and non-renewal of non-tenure track bargaining unit members.
1774

1775 **(B). Separation of Employment.** Where the review determines there is a need for program
1776 adjustment, reduction, reconfiguration, or elimination that results in the separation of employment
1777 of a tenured or tenure-track bargaining unit member, or a non-tenure track bargaining unit member
1778 if timely notice of non-renewal is unable to occur, the following shall be adhered to:
1779

1780 **(i).** The Provost and appropriate College Dean shall develop a plan for the implementation
1781 of the program adjustment, reduction, reconfiguration or elimination and present that plan
1782 and publicly available data that Oregon Tech relied upon to support the plan to the
1783 Association pursuant to Article XXIII: Notices and Communications and offer to meet with
1784 representatives of the Association within fourteen (14) calendar days to discuss the plan. The
1785 Association shall accept or reject the offer to meet within four (4) calendar days of receipt of
1786 the plan. Failure to accept or reject by the deadline will be treated as a rejection of the offer
1787 to meet.
1788

1789 **(ii).** If a meeting under subsection (i), above, occurs, then prior to the conclusion of that
1790 meeting, a date and time will be established when comments and recommendations are due
1791 in the Provost's Office that is not more than fourteen (14) calendar days from the date of
1792 the meeting. If no meeting is held, the time allowed in which to submit such comments and
1793 recommendations will be due within fourteen (14) calendar days from the Association's
1794 rejection of Oregon Tech's offer to meet or failure to respond to the offer to meet.
1795

1796 **(iii).** The Provost and appropriate College Dean will give thoughtful consideration to such
1797 comments and recommendations as are submitted by the established date and time and,
1798 within fourteen (14) calendar days, shall issue a final plan to the Association and then
1799 announce the program adjustment, reduction, reconfiguration or elimination to the
1800 bargaining unit members and the Oregon Tech community.
1801

1802 **(iv).** If the Association fails to meet or provide comments and recommendations, Oregon
1803 Tech shall have no further obligation to meet or review the comments and
1804 recommendations after the date upon which the Association fails to meet or provide
1805 comments and recommendations.
1806

1807 **(v).** The Final Plan is not grievable under the collective bargaining agreement, except to
1808 allege that the notices were not provided or meetings were not offered (or held if accepted)
1809 under subsections (i) and (ii), above.
1810

1811 (vi). Timelines under this subsection (B) may be modified only by written agreement of the
1812 parties.
1813

1814 **Section 3. Financial Conditions.** The financial health of Oregon Tech may require the adjustment,
1815 reduction, reconfiguration, or elimination of a program that leads to the separation of employment
1816 of a tenured or tenure-track bargaining unit member, or a non-tenure track bargaining unit member
1817 if timely notice of non-renewal is unable to occur. If this occurs, the President may declare that
1818 either a condition of retrenchment or exigency exists.
1819

1820 **(A). Retrenchment.** Retrenchment exists if circumstances arise or will imminently arise such that a
1821 failure to reduce or reallocate budgets would result in an impairment of Oregon Tech’s ability to
1822 sustainably deliver its existing academic programs (as defined above), manage current administrative
1823 expenses, and meet other financial obligations within existing or likely future revenues as determined
1824 by the President.
1825

1826 **(B). Exigency.** Exigency may be declared if the President finds that the current or projected budget
1827 of Oregon Tech has insufficient funds to do any of the following:
1828

1829 (i). Maintain all essential programs and services;
1830

1831 (ii). Finance the full compensation of all employees of Oregon Tech;
1832

1833 (iii). Finance the full compensation of all non-tenure track bargaining unit members until
1834 the end of the period of appointment;
1835

1836 (iv). Finance the full compensation of all other employees until the end of the period of
1837 appointment; or,
1838

1839 (v). Meet existing contractual obligations.
1840

1841 **(C). Notice and Consultation of a Financial Condition.**
1842

1843 (i). In conjunction with announcing to the Oregon Tech community that conditions exist
1844 warranting retrenchment or exigency, as defined above, the President or designee shall notify
1845 the Association pursuant to Article XXIII: Notices and Communications and offer to meet
1846 with representatives of the Association within fourteen (14) calendar days of the
1847 announcement for the purpose of presenting and discussing a description and analysis of the
1848 financial condition of Oregon Tech. The Association shall accept or reject the offer to meet
1849 within four (4) calendar days of notice and offer to meet. Failure to accept or reject by the
1850 deadline will be treated as a rejection of the offer to meet.
1851

1852 (ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that
1853 meeting, a date and time will be established when comments and recommendations on
1854 resolving budget challenges are due in the President’s Office that is not more than fourteen
1855 (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in
1856 which to submit such comments and recommendations will be due within fourteen (14)
1857 calendar days from the Association’s rejection of Oregon Tech’s offer to meet or failure to
1858 respond to the offer to meet.

1859
1860 (iii). The President will give thoughtful consideration to such comments and
1861 recommendations as are submitted by the established date and time in drafting a plan for the
1862 program adjustment, reduction, reconfiguration, or elimination that includes separations of
1863 employment for tenured or tenure-track bargaining unit members. Once drafted, the
1864 President shall submit the draft plan to the Association and allow the Association to submit
1865 comments and recommendations to the President's Office by no later than thirty (30)
1866 calendar days after receipt of the draft plan.

1867
1868 (iv). The President will give thoughtful consideration to such comments and
1869 recommendations submitted within the timeframe identified in subsection (iii), above, in
1870 drafting the final plan for the program adjustment, reduction, reconfiguration, or
1871 elimination. Once drafted, the President shall issue the final plan to the Association and then
1872 announce and submit a copy that final plan to the bargaining unit members and the Oregon
1873 Tech community.

1874
1875 (v). If the Association fails to meet or provide comments and recommendations at any step
1876 above, Oregon Tech shall have no further obligation to meet or review the comments and
1877 recommendations after the date upon which the Association fails to meet or provide
1878 comments and recommendations.

1879
1880 (vi). The President's Final Plan is not grievable under the collective bargaining agreement,
1881 except to allege that the notices were not provided or meetings were not offered (or held if
1882 accepted) under subsections (i) through (iii), above.

1883
1884 (vii). If subsections (i) through (iv), above, are pursuant to a declaration of exigency and the
1885 President, at their sole discretion, determines that time is of the essence, the President may
1886 suspend the requirements found in those subsections.

1887
1888 (viii). Timelines under this subsection (C) may be modified only by written agreement of the
1889 parties.

1890
1891 **Section 4.** In determining whether to separate a bargaining unit member's employment in the plans
1892 identified in Section 2(B) and 3(C), above, Oregon Tech shall make its determination first based on
1893 needs of the program, including the need to preserve various areas of academic or research
1894 specialization, and which bargaining unit members have the best skills and abilities to accomplish
1895 future work. Following this determination, then those bargaining unit members identified for
1896 separation of employment will generally be noticed for separation in the following order: non-tenure
1897 track, tenure-track, then tenured.

1898
1899 **Section 5. Notice.** When Oregon Tech identifies a bargaining unit member for separation from
1900 employment pursuant to Section 4, above, Oregon Tech will take the following actions:

1901
1902 For faculty on non-tenure appointments, Oregon Tech will provide the bargaining unit
1903 member with ninety (90) days' notice prior to separation provided the bargaining unit
1904 member has exceeded seventy-two (72) workload units, otherwise the notice period in their
1905 appointment letter shall govern.

1906

1907 For tenure-track bargaining unit members, Oregon Tech will provide at least one hundred
1908 and five (105) days' notice given prior to expiration of the appointment;

1909
1910 For tenured bargaining unit members, Oregon Tech will provide at least one hundred and
1911 twenty (120) days' notice prior to termination.

1912
1913 *Part-time tenure-track bargaining unit members shall receive the same notice as described above,
1914 except that the length of timely notice shall be calculated in terms of FTE years of service rather
1915 than in calendar years.

1916
1917 Under a declaration of financial exigency, the requirement of notice prior to separation of
1918 employment is waived for all categories of bargaining unit members, though Oregon Tech may
1919 provide such notice as is deemed possible by the President given the circumstances requiring the
1920 declaration.

1921
1922 **Section 6(A).** Prior to the effective date of separation in Section 5, above, Oregon Tech will make a
1923 good faith effort to place bargaining unit members affected within Oregon Tech in vacant faculty
1924 positions for which they are competitively qualified as determined by the Provost or designee. If this
1925 effort fails, Oregon Tech shall make reasonable efforts to identify for bargaining unit members
1926 vacant positions within Oregon Tech for which they are competitively qualified.

1927
1928 **(B).** After the effective date of separation, Oregon Tech shall assist bargaining unit members in
1929 finding suitable employment elsewhere by providing such services as verification of employment and
1930 continued use of Oregon Tech email and library privileges. Bargaining unit members who retain
1931 email and library privileges agree to do so consistent with Oregon Tech's terms of use for university
1932 email and library electronic access, and further agree to hold Oregon Tech harmless for any misuse
1933 of these privileges.

1934
1935 This assistance shall continue for a period not to exceed one (1) year from the date of separation.

1936
1937 **Section 7. Recall Rights.** Bargaining unit members separated from employment under Section 5,
1938 above, shall have a right to be recalled to the same position from which they were separated should
1939 Oregon Tech reinstate that position, provided they remain competitively qualified. This right shall
1940 not exceed a period of one (1) year from the date of separation.

1941
1942 A bargaining unit member who is offered reinstatement shall have no less than fourteen (14)
1943 calendar days to accept the offer. If the offer is refused, the bargaining unit member shall have no
1944 further right to be recalled.

1945
1946 **Article XXII: No Strike/No Lockout**

1947
1948 **Section 1. No Strike.** Neither the Association (on its own behalf and on behalf of its officers,
1949 agents, and members of the bargaining unit) nor any member of the bargaining unit shall cause,
1950 engage in, sanction, assist, or participate in any strike, slowdown, walkout, refusal to report to work,
1951 mass absenteeism, or other interruption of work or picketing during the term of this Agreement or
1952 during negotiations of a successor Agreement.

1953

1954 Any bargaining unit member who violates any provision of this Section may be subject to
1955 disciplinary action. A grievance over such disciplinary action shall be limited to the question of
1956 whether the bargaining unit member violated any provision of this Section.

1957
1958 In the event of a violation of this Section, the Association, upon request of Oregon Tech, shall use
1959 its best efforts to affect the return of the bargaining unit member(s) involved to their normal work
1960 routine. Nothing contained in this Section shall be construed to be a limitation of any right of
1961 Oregon Tech to any other remedies, legal or equitable, to which it may be otherwise entitled.

1962
1963 If the parties do not reach agreement, the Association may exercise its right to utilize the dispute
1964 resolution procedures governing negotiations described in [ORS 243.712](#) through [ORS 243.726](#),
1965 including the right to strike.

1966
1967 **Section 2. No Lockout.** Oregon Tech shall not cause or permit any lockout of bargaining unit
1968 members from their work during the term of this Agreement or through conclusion of the dispute
1969 resolution procedures outlined in [ORS 243.712](#).

1970
1971 In the event a bargaining unit member is unable to perform their assigned duties because equipment
1972 or facilities are not available due to lawful or unlawful activities outlined in the first paragraph of
1973 Section 1, above, such inability to provide work shall not be deemed a lockout.

1974
1975 **Article XXIII: Notices and Communications**

1976
1977 Unless otherwise provided in this Agreement, the Parties shall send all customary or required notices
1978 or communications through the Oregon Tech email system with read-receipt requested; and, if a
1979 receipt is not acknowledged either through the automated read message notification or a response
1980 email within three (3) business days, then in person to the parties as identified below or, if not
1981 possible to deliver in person, then by registered first class U.S. Mail.

1982
1983 **For OT-AAUP:**

1984
1985 Oregon Tech
1986 Attn: President of OT-AAUP
1987 3201 Campus Drive
1988 Klamath Falls, OR 97601

1989
1990 or, if at Portland-Metro,

1991
1992 Oregon Tech Portland-Metro Campus
1993 Attn: President of OT-AAUP
1994 27500 SW Parkway Avenue
1995 Wilsonville, OR 97070

1996
1997 **For Oregon Tech:**
1998 Oregon Tech
1999 Attn: President
2000 3201 Campus Drive
2001 Klamath Falls, OR 97601

2002
2003 **Article XXIV: Distribution of Agreement**

2004
2005 Within fourteen (14) calendar days after the parties approve a distribution-ready copy of this
2006 Agreement, Oregon Tech shall post an electronic version of this Agreement on the webpages of the
2007 Office of the Provost and Office of Human Resources.

2002
2003 The Association shall make an electronic version of this Agreement available to all its members.

2004
2005 Oregon Tech shall inform new bargaining unit members of this Agreement upon their hire and shall
2006 provide new hires with a website address to access this Agreement.

2007
2008 **Article XXV: Severability**

2009
2010 In the event that any provision(s) of this Agreement is at any time declared invalid by any court of
2011 competent jurisdiction, or final order of the Oregon Employment Relations Board, made illegal
2012 through enactment of federal or state laws, or through government regulations having the full force
2013 and effect of law, such action shall render that provision unenforceable, but not invalidate the entire
2014 Agreement.

2015
2016 All other provisions not invalidated shall remain in full force and effect. The invalidated provision
2017 shall be subject to renegotiation at the request of either party. Such request shall be made within 60
2018 days of when a provision was declared invalid.

2019
2020 **Article XXVI: Totality of Agreement**

2021
2022 The parties acknowledge that during the negotiations which resulted in this Agreement, Oregon
2023 Tech and the Association had the unlimited right and opportunity to present demands and
2024 proposals with respect to any and all matters lawfully subject to collective bargaining; that all
2025 understandings and agreements arrived at are set forth in this Agreement; and that this Agreement
2026 constitutes the entire and sole agreement between the parties for its duration. The parties further
2027 assert that all obligations and benefits contained in this Agreement are the result of voluntary
2028 agreement.

2029
2030 Each party, for the duration of this Agreement, agrees that the other shall not be obligated to
2031 bargain collectively with respect to any subject or matter, whether or not referred to or covered by
2032 this Agreement, even though such subject or matter may not have been within the knowledge or
2033 contemplation of the parties at the time they negotiated or signed this Agreement.

2034
2035 Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or
2036 otherwise modify in writing any of the provisions of this Agreement.

2037
2038 **Article XXVII: Term of Agreement and**
2039 **Negotiation of a Successor Agreement**

2040
2041 Effective the first day of the month following ratification by both parties, this Agreement shall cover
2042 the term January 1, 2020 through June 30, 2025.

2043
2044 For the purpose of negotiating a successor agreement, either party may give written notice to the
2045 other during the period of September 15 to October 15, 2024 of its desire to negotiate a successor
2046 Agreement and identify in that notice the subjects, sections, or Articles of this Agreement it
2047 proposes to open for negotiations. The party receiving the initial notice shall then have thirty (30)
2048 calendar days to respond in writing and identify the subjects, sections, or Articles of this Agreement
2049 it proposes to open for negotiations.

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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.

The remainder of this page is intentionally left blank.

2098 **OREGON INSTITUTE OF TECHNOLOGY**

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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 _____ day of _____.

2146 Letters of Agreement

2147
2148 **Letter of Agreement**
2149 **Hardship Donation Request Process**

2150
2151 This Letter of Agreement (“LOA”), is entered into by and between Oregon Tech and the
2152 Association and establishes a process through which a bargaining unit member may submit a request
2153 for other bargaining unit members to donate accrued sick leave when the requesting bargaining unit
2154 member has both exhausted all forms of their accrued leave and complied with the hardship
2155 donation request process described below.

2156
2157 Hardship leave donations will be administered as described herein and shall be strictly enforced with
2158 no exceptions.

2159
2160 This LOA shall expire December 31, 2022.

2161
2162 **Section 1. Eligibility.** Hardship Leave is intended to support bargaining unit members who have
2163 exhausted all forms of accrued leave before their anticipated return to work date. Application for
2164 hardship leave is limited to situations where the bargaining unit member or one (or more) qualifying
2165 family members is experiencing a condition protected and properly certified for protected leave
2166 under the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA) and the
2167 bargaining unit member reasonably anticipates returning to work at Oregon Tech. A qualifying
2168 family member is one that is listed in either the FMLA or the OFLA.

2169
2170 **Section 2. Application Process.** Applications for requests for sick leave donations shall be
2171 submitted to Oregon Tech’s Office of Human Resources (OHR) accompanied by the treating
2172 medical provider written statement certifying that the specific medical condition will continue for at
2173 least fifteen (15) consecutive calendar days following the member’s projected exhaustion of their
2174 accumulated leave.

2175
2176 Hardship Leave Donations are intended to coincide with the use of leaves protected and properly
2177 certified by FMLA and/or OFLA. In some instances, leave under the Americans with Disabilities
2178 Act (ADA) may be approved. Under such circumstances, ADA leave may also be eligible for
2179 requests for hardship donation.

2180
2181 Donated leave may be used to mirror the approved leave under the FMLA, OFLA, and/or the
2182 ADA (i.e., continuous or intermittent use is permitted, provided it matches the certified or approved
2183 leave). Use of hardship leave donations outside of these intended programs is at the sole discretion
2184 of Oregon Tech.

2185
2186 Applications for hardship leave should be made prior to the member falling into leave without pay
2187 status. Once approved, members must exhaust all monthly accrued leave prior to the use of any
2188 donated leave. Hardship Leave shall not be denied absent a compelling reason, which shall be
2189 communicated in writing to the applicant within five (5) business days of receipt of the application.

2190
2191 **Section 3. Cost Covered.** Donated leave may be used to provide salary payments to the bargaining
2192 unit member and also to reimburse Oregon Tech for such costs as are incurred for insurance

2193 contributions. Oregon Tech shall not assume any tax liabilities that would otherwise accrue to the
2194 employee.

2195
2196 **Section 4. Exceptions.** Bargaining unit members receiving Workers’ Compensation, or short or
2197 long-term term disability, will not be considered eligible to receive donations under this Letter of
2198 Agreement. Bargaining unit members on parental leave who do not qualify for leave under the
2199 FMLA and/or OFLA, will not be eligible to receive donations under this Letter of Agreement.

2200
2201 **Section 5. Exceptional Bank Donations.** If a hardship donation recipient retires, resigns, dies, or
2202 otherwise fails to exhaust donated leave for the purpose for which it was donated, the unused leave
2203 will be banked for use by future recipients. Unused donated leave will be transferred to the bank
2204 after the treating medical provider has certified that the medical condition for which the leave was
2205 donated has been resolved and the hardship leave case is closed.

2206
2207 **Section 6. Regular Bank Donations.** Bargaining unit members may irrevocably donate
2208 accumulated leave into the Hardship Leave bank at any time and to meet the needs of a specific
2209 member. Such donated leave will typically mean sick leave, but vacation accruing 12-month
2210 members may also donate such time. When there are insufficient hours in the bank to meet pending
2211 or approved applications for leave, OHR shall contact the OT-AAUP President, or designee, who
2212 may share with the bargaining unit members a request for donations. It is the sole responsibility of
2213 the OT-AAUP to communicate with its members about the donation process, hardship program,
2214 and when there is a specific need for donated hours.

2215
2216 **Section 7. No Unsolicited Donations.** Unless there is a pending application for requests for leave
2217 donations, donations for leave by bargaining unit members will not be accepted. This is a needs-only
2218 process.

2219

2220 **Letter of Agreement**

2221 **Article IX: Workload**

2222

2223 This Letter of Agreement is entered into by and between Oregon Tech and the Association,
2224 collectively referred to as “the parties,” for the purpose of supplementing Article IX: Workload of
2225 the current Agreement between the parties.

2226

2227 The parties agree to the following terms:

2228

2229 The [Workload Guidelines](#) may be updated annually during the Spring Term to be effective the
2230 following Fall Term. If there is an intent to make changes to the guidelines, the Provost will notify
2231 the Association by the 10th week of Winter term and the Workload Guidelines Committee will be
2232 established no later than fourteen (14) calendar days after notification.

2233

2234 The Committee shall consist of six members with equal representation from Oregon Tech and the
2235 Association. The Association will appoint three faculty members to the committee including one
2236 faculty member from each college and at least one faculty member who is not from the Klamath
2237 Falls campus. Oregon Tech will appoint three members to the committee—the Academic Deans
2238 and the Provost or their designees.

2239

2240 The Committee will meet to review any proposed changes to the Workload Guidelines and after
2241 review, may make recommendations on the proposed changes to the Provost for final approval.
2242

2243 The Provost will notify the Association of the final Workload Guidelines no later than May 1st of
2244 each year.
2245

2246 Nothing in this Letter shall remove the Provost’s sole and exclusive authority to approve the
2247 workload guidelines.
2248

2249 Nothing in this Letter shall prevent the Association from exercising its right to bargain over changes
2250 that directly or indirectly impact bargaining unit members’ compensation, workload, and other
2251 employment relations.
2252

Letter of Agreement
Article XVIII: Compensation

2253
2254
2255
2256 This Letter of Agreement is entered into by and between Oregon Tech and the Association,
2257 collectively referred to as “the parties,” for the purpose of supplementing Article XVIII:
2258 Compensation of the current Agreement between the parties.
2259

2260 The parties agree to the following terms:
2261

2262 To the extent permitted by law, Oregon Tech will direct the outside consultant referenced in Section
2263 3(B) of Article XVIII: Compensation to not only review factors under the Oregon Equal Pay Act
2264 ([ORS 652.210—652.235](#)) but consider, consistent with best practices, other factors such as salary
2265 compression, salary inversion, and geographic inequities.
2266

2267 In implementing any equity adjustments pursuant to Sections 3(C)(4) and (5) of Article XVIII:
2268 Compensation, no bargaining unit member shall receive a decrease in pay and Oregon Tech shall
2269 provide the Association with a report of how the adjustments were made.
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Appendix A: Grievance Forms

Informal Procedure

Formal Procedure

Name of Grievant(s): _____

Filed With: _____

Date Grievance Occurred or Discovered: _____
Article(s) Violated: _____
Statement of Grievance (identify the violation, misinterpretation, or improper application of the provisions of this Agreement): _____

<input type="checkbox"/> Continued on separate page(s).
Remedy Requested: _____

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

I request a meeting

Self Represented

Represented by the following Association representative:

Representative's Signature: _____

Name: _____

Phone: _____; Email: _____

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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: _____

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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

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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: _____