

**COLLECTIVE BARGAINING AGREEMENT**

*Between*

**ASSOCIATION OF PROFESSORS,  
SOUTHERN OREGON UNIVERSITY**

*and*

**SOUTHERN OREGON UNIVERSITY**

**September 1, 2018, through August 31, 2021**

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# Collective Bargaining Agreement

September 1, 2018, through August 31, 2021

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## Article 1. PREAMBLE

**Section A.** This Agreement entered into as of April 30, 2019, and in effect for the period of March 19, 2019, through August 31, 2021, is between the Association of Professors, Southern Oregon University (hereinafter called the “Association” or “APSOU”), as the exclusive bargaining agent for the faculty members described in Article 3 (Recognition), and Southern Oregon University (hereinafter called the “University”).

**Section B.** The basic functions of instruction, research, community and professional service at Southern Oregon University are performed by a community of individuals who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service, and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities. The parties to this agreement, further, endorse the principles and standards of academic freedom and their concurrent responsibilities. Academic freedom encompasses in its domain the freedom of thought and expression in inquiry, teaching, scholarship, and community engagement. The standards of academic freedom govern freedom in the classroom, freedom as a scholar, and freedom as a citizen of the university and larger community. Academic responsibility implies the faithful performance of professional duties and obligations, and an acknowledgement of the obligation to make clear when one speaks on behalf of themselves, as a private citizen, rather than as a representative of the institution, Southern Oregon University.

**Section C.** The teacher is entitled to freedom in the classroom in discussing the subject of the course and debating the subject of their courses or contemporaneous topics that may impact the subject or methods of their courses, as well they are entitled to the selection of course materials, and to promote activities that encourage the broadening of student inquiry and investigation into areas and topics related to their courses. Faculty have the concurrent responsibility to refrain from introducing topics or materials that are in no sense, broad or narrow, germane to their course objectives, disciplinary methods, or course content.

**Section D.** Freedom in scholarship is fundamental to the advancement of free inquiry. The teacher is entitled to full freedom of research and publication, and incurs the reciprocal responsibility to respect the integrity of University and disciplinary standards in representing their work. Without imposing a financial burden or other obligation on the University to sponsor or publish, the teacher is entitled to full freedom of research and publication.

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

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

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## Article 2. DEFINITIONS

As used in this Agreement and except as its context may otherwise require:

1. “AAUP” stands for American Association of University Professors. AAUP’s annual faculty salary survey is reviewed during negotiations and used for goal setting.
2. “Accompanist” is an APSOU approved representative to accompany members to meetings with a supervisor or administrator. See Article 18, Section B.
3. “Adjusted Floor Salary” is the 9-month, 1.0 FTE salary rate that combines an individual’s minimum floor salary and disciplinary adjustment.
4. “Administrative release” is measured in ELU and releases a faculty member from some or all of their teaching duties to fulfill an administrative need, such as Program Chairs.
5. “Agreement” means all of the definitions, provisions and terms agreed to by the two parties, as set forth in this contract.
6. “APSOU” means the Association of Professors at Southern Oregon University.
7. “Association” (see “APSOU”)
8. “ASSOU” means the Associated Students, Southern Oregon University.
9. “Bargaining unit” means the employees, collectively, included in the bargaining unit as defined in Article 3 (Recognition).
10. “Base salary” or “salary base” is the 9-month, 1.0 FTE salary rate paid to a faculty member subject to this collective bargaining agreement (“CBA”), excluding any temporary additions such as an irregular employment agreement (“IEA”). Any elements of pay not defined in this CBA are outside the CBA and will not be coded as faculty salary or pay.
11. “Board” is Board of Trustees of Southern Oregon University.
12. “Calendar day” means a day as counted on a twelve-month, non-academic calendar.
13. “Center” (see “Division”)
14. “Completed years in rank” (see “year-in-rank”)
15. “Consultation” is a decision-making process that reflects Southern Oregon University’s commitment to shared governance. Consultation means there is a formal opportunity for faculty (as a whole or through authorized representatives) to provide input and present judgment prior to a decision being made.
16. A “continuing” bargaining unit member is one who was a bargaining unit member during spring term of the current academic year and is expected to be in the bargaining unit the following fall term per the University staffing plan.
17. “CUPA-HR” stands for College and University Professional Association for Human Resources. CUPA-HR’s faculty salary survey is used in determining disciplinary adjustments.
18. “Current year-in-rank” (see “year-in-rank”)
19. “Department” (see “Program”)

20. “Disciplinary Adjustment” is the 9-month, 1.0 FTE salary adjustment found in the Article 12 disciplinary adjustment table by looking in the appropriate rank column and disciplinary code row.
21. “Disciplinary Code” is the 4-digit code associated with that faculty member’s academic assignment, which is assigned during the appointment process.
22. “Division” or “Center” means a primary academic division that supports a collection of programs or the Library. Divisions normally report to the Provost and are administered by a Director.
23. “ELU” means “equated load units” and is used in determining FTE. See Article 19 (Workload), Section B.
24. “ERB” means the Employment Relations Board of the State of Oregon.
25. “Fourth term” means the academic term in which a faculty member is not normally employed (usually summer term).
26. “FTE” means “full-time equivalent.” When referring to professorial faculty, “full-time equivalent” shall be counted according to 15 equated load units (ELU) per term, which includes: teaching, advising, service, scholarship, and other duties as specified in Article 19 (Workload). When referring to professional faculty, “full-time equivalent” shall be counted according to 15 ELU per term, which includes teaching, advising, service, and other duties as specified in Article 19 (Workload). The typical teaching assignment for a full-time (1.0 FTE) professorial faculty member is 36 ELU per academic year with an average of 12 ELU per term; the typical course assignment for a full-time (1.0 FTE) professional faculty member is 44 ELU for professional faculty on renewable contracts, and 45 ELU for professional faculty on non-renewable contracts with a range of 12-16 ELU per term. The total of (45 ELU per year) represents one FTE, unless specified otherwise.
27. “Full-time” faculty members are appointed at 1.0 FTE.
28. “Medford campus” means all sites, collectively or individually, located in Medford, Oregon, at which Southern Oregon University faculty instruct and/or advise students.
29. “Member” means a public employee who is included in the bargaining unit, as defined in Article 3 (Recognition).
30. “Minimum Floor Salary” is the 9-month, 1.0 FTE salary rate found in the Article 12 salary table by looking in the appropriate rank column and year-in-rank row.
31. “Non-renewable Appointment” (see “Temporary”, and Article 20, Section C)
32. “Ongoing” faculty members hold positions with indefinite tenure, three-year extendable appointments, or one-year renewable appointments eligible for tenure or a three-year extendable appointment. See Article 10.
33. “OPE” means other personnel expenses paid by the University, such as health insurance, retirement, payroll taxes, etc.
34. “Part-time” faculty members are appointed at less than 1.0 FTE.
35. “Professional faculty member” is a faculty member appointed at the rank of instructor or senior instructor 1 or 2.
36. “Professorial faculty member” is a faculty member appointed at the rank of assistant, associate, or full professor.
37. “Program” means a secondary academic division that is normally part of a larger Division/Center.
38. “Renewable Appointment” (see “Ongoing” and Article 10)
39. “Salary base” (see “base salary”)

40. "SOU" means Southern Oregon University.
41. "Summer Session" means the time including all academic offerings during the pre-session, the regular four-week and eight-week sessions, and the post-session.
42. "Tangible Employment Action" is an action that results in a change in employment status or placement of document(s) in the individual's personnel file.
43. "Temporary" faculty members have limited term appointments. Most temporary faculty members have non-renewable appointments, but some may hold renewable appointments with a fixed limit. See Article 20, Section C for more on non-renewable appointments and Article 10 for more on renewable appointments.
44. "Timely" refers to existing timelines in this agreement or the Faculty Constitution and Bylaws (to the extent allowed by law).
45. "Unit" (see "bargaining unit")
46. "University" (see "SOU")
47. "University campus" means the campus of Southern Oregon University, located in Ashland, Oregon.
48. "University day" means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session/Fourth Term days only count the days during the parts of term for which those members are on contract.
49. "Visiting professor" means a faculty member from another educational, industrial, or governmental institution who helps carry out SOU's teaching, research, or service commitments. See Faculty Bylaws on Academic Faculty, section 5.100 for details regarding these temporary appointments.
50. "Year-in-rank" (YIR) (with no qualifiers) refers to the current year-in-rank. The "current year-in-rank" includes the year in progress; the number of "completed years in rank" is the total of all years in rank completed prior to the current academic year.

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## Article 3. RECOGNITION

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

**Section B,** The bargaining unit shall consist of all SOU faculty members whose appointment for the fiscal year indicates at least a 0.5 FTE appointment as academic faculty and rank of professor, associate professor, assistant professor, senior instructor 1, senior instructor 2, or instructor. Release time granted under "Special Conditions or Emolument" does not reduce the FTE appointment (Program Chair, sabbatical, and the like). Continuing bargaining unit members remain in the bargaining unit through the summer whether or not they are assigned specific summer duties.

**Section C, Exclusions.** The only teaching faculty members excluded are those part-time faculty who are appointed to teach specific classes, visiting faculty, persons holding appointments solely through the SOU Division of Continuing Education, and Nursing faculty holding appointments with the Oregon Health & Science University.

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

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

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## **Article 4. ASSOCIATION SECURITY**

**Section A, Dues Deduction.** Members of the Association will have dues deducted from their paychecks. The Association's list of members shall presumptively establish the membership status of any employee and no further proof of membership shall be necessary for the University to deduct an amount equal to membership dues, as set by the Association. If the University has reason to doubt the membership status of an employee, it may request verification, which shall either be a signed membership application or payroll authorization from the employee that authorizes the University to deduct the membership dues via payroll deduction. Such deduction will continue until the Association has notified the University in writing that the deduction is to be terminated. The University will, in the month following the deduction, pay to the Treasurer of the Association the total amount deducted accompanied by a list identifying the members for whom the deductions are being paid. The Association will notify the University promptly of any changes to membership status of any employees. The Association will defend and indemnify the University for any errors in the reported membership status of a bargaining unit member.

**Section B, Non-Member Deductions.** Employees who are not members of the Association, but who wish to have payroll deductions made to the Association shall provide clear and compelling evidence of their intent to contribute to the Association. A payroll deduction authorization form signed by the employee shall be considered clear and compelling evidence of their intent to contribute through payroll deduction.

**Section C, Reduction of Duties.** No more than six (6) members of the Association negotiating team shall be allowed to count their service on the negotiating team as service to the University. The service on the negotiating team shall commence one (1) month prior to the start of negotiations and continue throughout the period of active contract negotiations. The chief negotiator will be given a total of two course releases, which shall be coordinated with the chief negotiator's Chair.

The APSOU President may be released up to one course per term at the discretion of the APSOU Board and in consultation with the APSOU President's Program Chair and Division/Center Director. APSOU will reimburse SOU for the release at the normal adjunct rate plus OPE or overload compensation rate plus OPE, whichever is applicable.

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

1. The University will provide designated bulletin board space for use of the Association in each of the major academic buildings on the SOU campus for use by the Association to communicate with the bargaining unit.
2. The Association shall be allowed the use of the facilities of the University for meetings, through standard scheduling procedures when such facilities are available and the meetings would not conflict with the business of the University.
3. The Association shall have reasonable access to existing University telephone service, its wireless internet network, its intra campus mail distributing facilities to the extent permitted by the U.S. Postal Service, its duplicating, copying, computing and word processing facilities, as well as media equipment. The Association shall reimburse the University for its use of supplies, services, photocopying, postage, long distance telephone charges, computing and network services at rates customarily charged by the University to its affiliated organizations. Employees who engage in a strike shall not have access to the above mentioned University resources.

4. The University will make available to the Association an office in a convenient location, furnished and serviced commensurate with those of faculty generally. The Association will reimburse the University for its utilities and janitorial costs at the standard rate as calculated annually.

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

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## **Article 5. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Except as abridged by this Agreement, the University retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it by the laws of the State of Oregon and the policies and procedures of the Board of Trustees of Southern Oregon University.

Management has the sole and exclusive right to: administer the University; institute procedural changes which are consistent with this Agreement; direct the faculty and staff, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee; and determine the physical location of programs, division/centers, and activities. With these rights, management accepts the responsibility to ensure that procedures and policies impacting a tangible employment action shall be carried out in a timely manner.

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

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

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## **Article 6. FACULTY GOVERNANCE**

It is agreed that the Faculty Constitution and Bylaws of the Southern Oregon University faculty shall coexist with this Agreement as a governing document. Where the Faculty Constitution and Bylaws are inconsistent or silent with respect to the terms of this agreement, the terms of this agreement will prevail. Proposed changes in the Faculty Constitution and Bylaws shall continue to be subject to the approval or veto of the University President and shall not be subject to further negotiations. Moreover, any alleged misapplication or misinterpretation of the Constitution or its Bylaws or of this Article shall not be made subject to the grievance and arbitration provision as contained in Article 17 (Grievance Procedure and Arbitration) of this Agreement.

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## **Article 7. STRIKES**

The Association, on behalf of its officers, agents, affiliates, and members shall not engage in a strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work or picketing during the term of this Agreement or during negotiations for a successor Agreement. If the parties do not reach agreement, the

Association may exercise its right to utilize the dispute resolution procedures governing negotiations described in ORS 243.712-ORS 243.726, including the right to strike.

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

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## **Article 8. PROGRAM CHAIRS, COORDINATORS AND OTHER ADMINISTRATIVE ROLES: ACADEMIC YEAR DUTIES AND ADMINISTRATIVE RELEASE**

**Section A, Roles and Responsibilities.** Program Chairs and Coordinators lead in the development and implementation of a programmatic mission within the scope of the larger University mission. The Faculty Bylaws describe the duties of a Program Chair/Coordinator. Specifically, the Faculty Bylaws section 4.210 describes the duties the Program Chair “is responsible for.” The general duties include matters relating to personnel evaluation, curriculum, scheduling, and budget, as well as liaising with other programs, the rest of the University, and external communities. This includes, but is not limited to:

Communication:

Serve as point of contact for internal and external constituents; respond to information requests from students, faculty, administrators, staff and the general public (in person, phone, and e-mail); meet with incoming or prospective students during the regular academic year; field student and faculty questions.

Scheduling, Faculty Loading and Curriculum:

Manage course planning, course scheduling, course enrollments, teaching assignments and faculty loading in consultation with Division Director; oversee curricular development, review, and submissions, and catalog revisions.

Leadership:

- In collaboration with other Division chairs, provide programmatic recommendations to the Division Director.

Program Management:

- Oversee, coordinate and/or delegate responsibility for student events and activities (e.g., award ceremonies, performances and supervision of student clubs), outreach (e.g., course articulations, recruitment and admissions events), program compliance (e.g., accreditation, assessment), scholarship awards, faculty service, student workers as applicable, admissions processes as applicable, assignment of students to faculty advisors, committee assignments and degree approvals.

Personnel:

- Evaluate faculty for annual and colleague evaluations, sabbaticals and/or promotion and tenure; oversee and/or delegate the identification, recruitment, orientation and evaluation of adjunct instructors.

Student/Faculty Issues:

- Respond to concerns and complaints, in consultation with the Director, as appropriate.

Budget:

- Provide budgetary recommendations to their appropriate Division Director.

Other:

- Program specific duties and special projects as needed.

**Section B, Calculations for Administrative Release.** The following calculations are based on objective measures, which are identifiable at the program level, and are used to create a minimum administrative release for each program. This allocation includes all programmatic administrative release, such as release for Program Chairs or Coordinators, and undergraduate and graduate program Coordinators. Results of the calculations described below will be communicated as articulated in Article 21.

A minimum of 4 ELU shall be provided for Chairs/Coordinators that are managing programs in cases where 4 ELU release is not achieved based on the calculations provided within this Article. No later than the end of Winter term each year, the Office of Institutional Research will generate data to calculate administrative release. The data include (1) the total number of course sections of “Main” classes (as defined below) offered by a program, and (2) the total student credit hours (SCH) generated by a program in all courses. Data are pulled for an entire year (all 4 terms) for the past 3 years. “Main” classes include lectures, seminars, online and labs. “Main” classes do not include activity, applied music lessons (MUP), recitations, independent study, capstone, and irregular registrations. All classes with zero enrollment are excluded. The 3-year rolling average is used for number of sections and SCH to smooth variations within a particular year for a program. Two calculations are made with these data:

1. Estimated number of full-time faculty: The total number of course sections of “Main” classes offered by a program is divided by 9 to compute the number of classes that each full-time professorial faculty member would teach during a year. This estimates the number of full-time instructors within a program that each Chair manages in a year.
2. Weighted estimate of student headcount: The total SCH generated by a program in all courses is divided by the total number of course sections of “Main” classes offered by a program, which is then divided by a factor of 16.
3. The results from 1 and 2 are summed to create the minimum ELU release for that program.

The minimum allocation for administrative release (ELU) is determined for each program by adding the estimated number of full-time faculty and the weighted estimate of student headcount. Programs include: Sociology & Anthropology; Biology; Business; Chemistry; Clinical Mental Health Counseling; Communication; Computer Science; Creative Arts; Criminology & Criminal Justice; Economics; Education; English; Environmental Education; Environmental Science & Policy; Foreign Language and Literature; Gender, Sexuality & Women’s Studies; Health, Physical Education & Leadership (Outdoor Adventure Leadership); History & Political Science; International Studies; Mathematics; Music; Native American Studies; Philosophy; Psychology; Theatre Arts; and University Seminar. The parties recognize that no formulaic calculation can completely capture all factors that must be considered in allocating release. Therefore, it is agreed that minimum cumulative release shall be 490 ELU, and shall change proportionally to any programs added or subtracted from the programs listed above. Mandated release above the minimum allocation, as determined by the calculations in Section B, will be allocated with the approval of Division Directors and in consultation with the Provost (or designee) following the provisions of Section C. If a program included in the list above is changed to be administered through means other than faculty release, the minimum calculated allocation for the program will be subtracted from the minimum cumulative release set at 490 ELU. If a new program requires the hiring of new faculty and generates new SCH, then its administrative release (ELU) will be added to the above minimums.

**Section C, Additional Release and Distribution.** Programs may allocate a portion of their administrative release to other faculty based on administrative needs and with the Division Director’s approval (see Faculty Bylaws 4.222). The necessary workload in some programs requires additional administrative release. Key factors to be considered for additional release for a program are: size and complexity of graduate program(s), interdisciplinary programs with a substantial portion of their program offered by other programs, and programs with a high proportion of “Other” classes as defined in Section B. With approval by the Division Director, in consultation with the Provost (or designee), a Chair may be assigned – or assign to another faculty member – additional administrative release for

responsibilities such as: additional program coordination, accreditation, program development, program review, and other major tasks.

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

The University recognizes that it shares with its faculty the responsibility for the development and improvement of faculty performance. The University and the Association support continuing professional development of faculty in teaching, scholarship, and service. In addition to the funding sources described in this article, there may be other university funds available to support these activities. See Division/Center or Academic Affairs website.

**Section A, Professional Development.** The University will allocate \$165,000 during the term of the agreement (\$50,000 for AY18-19; \$55,000 for AY19-20; and \$60,000 for AY20-21) the purpose of professional development.

Priority shall be given to proposals for substantive activities related to: improvement of teaching methodology and skills, updating faculty in their disciplinary fields, developing interdisciplinary courses, scholarship, and academic conference travel. The activities included in a Professional Development Grant (PDG) proposal should reflect consistency with a faculty member's appointment. The Faculty Development Committee will then evaluate the proposals and make funding recommendations to the Provost. Unspent monies in this account shall be carried over for one year past the year in which they are appropriated.

The parties agree that the Faculty Development Committee will call for proposals in 2020-21- for award in 2021-22. The call for proposals and any approval will explicitly state that funding is contingent upon CBA negotiations. Any expenditures prior to successor CBA negotiations concluding are at the faculty members' own risk if the negotiated amount is less than the sum of the contingently approved proposals.

**Section B, Professional Development Account (PDA).** Professional Development Accounts are provided to support faculty members' performance in the areas of teaching, scholarship, or service. Approval for use of these funds is contingent upon the member demonstrating to the Director how the proposed use supports activities or goals described in the member's approved Faculty Professional Activity Report. Examples include: professional travel; the purchase of equipment, software, or other materials; use of consultants; release time for professional activities or summer stipends for scholarly activities; professional society dues, books, and journal subscriptions. Durable goods purchased with these funds shall be the property of Southern Oregon University.

While these funds shall be held, on behalf of individual faculty members, in a single division account, no faculty member shall be constrained in their expenditure by the Division/Center providing such expenditures are consistent with the purpose of this section. In the event that the appropriateness of a given expenditure is questioned at the division level, the matter shall be referred to the Provost (or designee) for resolution. Where colleagues agree to do so, monies may be pooled for purposes compatible with the intent of this section.

On September 16 of each year of the agreement, each academic division will be allocated funds to be held in a Professional Development Account (PDA), with a separate activity code for each faculty member's account. Each full-time professional faculty member with an ongoing appointment will be allocated \$900 and each full-time professorial faculty member with an ongoing appointment will be allocated \$1,500.

Note:

- Faculty holding temporary appointments will not be allocated funds, except that those faculty receiving a nonrenewable contract pursuant to Article 10, Section C.2.d may be allocated PDA funds
- Faculty members on sabbatical leave are eligible for the same PDA allocation as they receive in a non-sabbatical year.

- Funds are pro-rated by FTE for ongoing part-time faculty.
- Funds for faculty who are retiring effective January 1 are pro-rated for the partial year.
- Each PDA recipient shall write a report detailing the expenditures from this account and attach it to their Professional Activities Report.
- Unspent monies in each member's account shall be carried over for one year past the year in which they are appropriated.

**Section C,** Monies described in Sections A, and B above that are not expended shall be available for use for faculty development consistent with the purposes outlined in this Article at the discretion of the Provost and according to the guidelines outlined in this article. A report shall be provided to APSOU as outlined in Article 21.

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

**Section A, Role of Faculty Bylaws.** The Faculty Bylaws shall govern all areas related to appointments and evaluation that require the exercise of academic judgment. Areas requiring the exercise of academic judgment are:

1. Setting criteria for initial appointment (Section 5.100), promotion and tenure (Section 5.200), evaluation (Section 5.300), and sabbatical leave (Section 5.400); and
2. Decision-making by appropriate academic authorities, whether faculty members or administrators, based on the aforementioned criteria.

This Agreement shall govern all other areas related to appointments and evaluation.

**Section B, One-Year, Fixed-term, Renewable Appointments.** Faculty with renewable appointments shall remain on one-year, fixed-term appointments until the faculty member has been awarded tenure or a three-year extendable appointment as noted in the Faculty Bylaws, Section 5.200. The term of the appointment may range from nine to twelve months. Non-renewal of fixed-term appointments is not a disciplinary personnel action and does not require the specification of cause. When a faculty member does not receive notice of non-renewal of a fixed-term appointment within the timeframes specified below, their contract will be automatically renewed.

**Section C, Giving Notice of Non-Renewal Requirements for Faculty on Fixed-Term, Renewable Appointments.**

1. Normally notice is delivered in person. When that is not possible, notice will be sent by first class mail and copied to their University email address. Date of notice will be the date when the notice is delivered in person or, when mailed, five (5) university days after the postmark date on the letter of notice.
2. If any appointment of a faculty member currently on renewable, fixed-term appointments is not renewed for reasons other than for cause or financial exigency, timely notice of nonrenewal shall be given as follows:
  - a. During the first year of service, notice will be given by March 1 for those whose appointments expire June 15. For other expiration dates, at least three (3) months' notice shall be given prior to expiration of the appointment.
  - b. During the second year of service, notice will be given by December 1 for those whose appointments expire on June 15. For other expiration dates, at least six (6) months' notice shall be given before expiration of the appointment.

- c. During the third year of service, notice may be given during any academic term with the termination date being the final day of that term in the subsequent academic year.
  - d. During the fourth and subsequent years of service, notice will be given by June 1 for those whose appointments expire on June 15 that the following academic year contract will be nonrenewable. For other expiration dates, at least twelve (12) months' notice shall be given before expiration of the appointment.
3. Non-renewal of fixed-term appointments is not a disciplinary personnel action and does not require the specification of cause.
  4. When a faculty member does not receive notice of non-renewal, their contract will be automatically renewed.

**Section D, Faculty Notice of Appointment.** A faculty member shall be able to access information regarding their current appointment status via the University's Human Resources Information System— including current salary amount, rank, years in rank, disciplinary code, appointment status (FTE and contract type), home program, position number, job title, appointment dates, tenure status, position type (primary, secondary, overload), and benefits eligibility flag. Other changes in a faculty member's duties will not be communicated in this manner, but will be communicated to the faculty member, and to their Director whenever possible.

**Section E, Academic Freedom.** All faculty shall have guaranteed the rights of academic freedom as defined in Article 1 of this agreement.

## **Section F, Faculty Personnel Records.**

### 1. Definitions

- a. The number of personnel files for a faculty member shall be limited to one file in each of the following: (1) Human Resources, (2) Provost, (3) the faculty member's Director and/or (4) the faculty member's Program Chair(s).
- b. The official personnel file for any faculty member resides in the Human Resources Office. This file includes all paperwork related to initial hire and appointment status changes as well as evaluation and disciplinary notations.
- c. Evaluation files are a subset of the faculty personnel file that include annual evaluations, colleague evaluations, promotion reviews, tenure reviews, and other formal evaluations of faculty performance, including documents that may lead to or result in disciplinary actions.
- d. All records containing personal information about faculty members shall be kept in secure files.
- e. The head of each academic or administrative unit maintaining faculty records shall be responsible for maintaining the confidentiality and security of all faculty records within that unit in accordance with the provisions of these regulations.

### 2. Right to Review Documents in the Personnel File

- a. All documents in a faculty member's personnel file shall indicate the date on which the individual documents were signed or placed into the file.
- b. Any time something is placed into a faculty member's evaluation file, a copy of that document(s) will also be sent to that faculty member within seven (7) calendar days.
- c. A faculty member will always have the right to review their personnel file and to challenge any materials therein as provided for in this Agreement and also in OAR Chapter 580, Division 022. Once yearly, the Provost will remind all faculty of their right to review and rebut any document contained therein.

- d. In addition to a faculty member's rebuttal to a document within their personnel file, the faculty member may also submit additional documents from other individuals who are knowledgeable of the particular situation. All additional documents will be attached to the primary document in question.

### 3. Removal of Documents from the Evaluation File

- a. Disciplinary documents within the evaluation file shall be removed three (3) years from the date of their insertion into the file unless more recent documents in the file indicate continuance of the particular behavior pattern for which one has been disciplined.
- b. Should a faculty member desire that a document be removed prior to three (3) years, the following procedure shall be followed.
  - (1) The faculty member shall first petition in writing the Human Resources Director. If that petition is denied, the faculty member may petition in writing the President to have the document removed from the file. The petition must include:
    - (a) A copy of the document in question, including any other relevant documents which may also be in the file; and
    - (b) A rationale from the faculty member, including any supporting documents, as to why the document in question should be prematurely removed from the file.
  - (2) The President shall render a written decision within twenty (20) university days. Should the President deny the petition, the decision must address the faculty member's rationale required above (see F.3.b.(1)(b)).
- c. Petitions to remove documents from an evaluation file shall not be placed in that file.
- d. If approved, the Human Resources Director will instruct the necessary supervisors to purge the document(s) in question from their respective files and notify the faculty member of the removal.

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## Article 11. RETRENCHMENT

**Section A, "Programs."** In this Article, "program" shall refer to a specified curriculum that meets undergraduate or graduate degree requirements such as general education program, minor, certificate, major or other degree concentration (e.g. Honors College, Accelerated Baccalaureate Program, concentration/option within a major or master's program, etc.); the Library shall also be considered a "program."

**Section B, Normal Ongoing Procedures.** Traditionally, the University has been required to adjust staffing and budgets for programs in response to changes in allocations, enrollment, curricula, educational programs, mission, and state and federal regulations. Normally, and historically, these staffing adjustments are accomplished by attrition, reassignment of faculty members within the University and non-renewal of fixed-term appointments. The provisions of this Article do not apply to this ongoing and necessary practice, or to the adjustments of program budgets for other than faculty compensation. In addition, the provisions of this Article do not apply to reduction, reconfiguration and/or elimination of an academic program that does not result in the loss of a Member's faculty position. Where reduction, reconfiguration and/or elimination of an academic program does not result in the loss of a Member's faculty position, the University may implement such changes pursuant to its authority under Article 5 without initiating Retrenchment under this Article.

### Section C, General Provisions.

1. The President of the University may declare a condition of financial exigency or a condition requiring reduction and/or elimination of a program or faculty positions after fulfilling the requirements of the University Policy titled "Termination Not for Cause," and this Article.
2. A condition of financial exigency may be declared if the President finds that the current or projected budget of the University has insufficient funds to do all of the following:
  - a. Maintain all essential programs and services;
  - b. Finance the full compensation of all faculty on tenure or three-year extendable appointments until the end of the period of appointment;
  - c. Finance the full compensation of all faculty on fixed-term appointments until the end of the period of appointment;
  - d. Finance the full compensation of all other employees until the end of the period of appointment and any required notice of non-renewal.
3. A condition requiring reduction, reconfiguration, and/or elimination of a program may be declared if the President finds that a failure to reduce or reallocate budgets would result in an impairment of the University's ability to sustainably deliver its existing academic programs and meet other financial obligations. In such an event, the condition will result in a reduction and/or elimination of faculty members by the procedures outlined in the remainder of this Article.
4. Recognizing the requirements of the University Policy titled "Termination Not for Cause," for prior consultation with the Board, the parties agree that factual disputes regarding the existence of a condition of financial exigency or a condition requiring reduction and/or elimination of a program shall not be subject to the grievance or arbitration provisions of Article 17 (Grievance Procedure and Arbitration). An allegation that procedures set forth in this Article were not adhered to is a proper subject for grievance.

**Section D, Presidential Declaration.** Upon determining the need to do so consistent with Sections C.2 or C.3 of this Article, the President may declare a state of financial exigency or a condition requiring reduction and/or elimination of a program, and shall present an analysis of the financial condition of the University to the Association and such other persons, groups, or committees as the President deems appropriate. This analysis must address the material aspects of the University's budget, including steps taken to reduce positions and other costs throughout the University's entire operation. The President will then announce the framework within which the entire University will work to meet preliminary budgetary targets. This must include a preliminary fund balance target for the entire University, and may also include preliminary enrollment targets. A provisional plan for achieving reductions within Academic Affairs will then be made following the procedures below.

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

1. Following the declaration in Section D, the President will set a time by which comments and recommendations regarding the possible content of the provisional plan will be due to the President, which time will be at least twenty (20) university days. The President or a designee will, at the Association's request, meet with representatives of the Association to hear and discuss the Association's comments and recommendations.
2. At the conclusion of the comment period, the President will complete the development of a provisional plan which recognizes the centrality of the academic programs in relation to the mission of the University, and considers relevant factors such as:
  - a. Institutional guidelines and mission;
  - b. University admission patterns, historical, current and projected;

- c. Program Chairs' and Directors' evaluations of the curriculum staffing needs for the next biennium;
  - d. The number of sabbaticals, retirements and other personnel requests that require consideration for staffing;
  - e. The dependence of other programs within the University on the programs;
  - f. The ability of existing faculty to cover courses in other programs;
  - g. The possible reconfiguration of majors or programs of study;
  - h. Balance between academic programs and other services.
3. The provisional plan will list the proposed reductions, reconfigurations, and/or eliminations by division while not identifying the precise means of implementation. As long as the provisional plan makes clear in at least a global way how each of the factors 2 a. – h. above were considered, the provisional plan may not be grieved on the basis that 2 a. – h were not considered. However, if the provisional plan makes no mention of how one or more of the factors 2 a. – h. were considered, that is a legitimate procedural basis for a grievance.
  4. The provisional plan will delineate the time by which comments must be submitted, which time will be at least twenty (20) university days following the announcement of the provisional plan, unless the President states circumstances compelling an earlier time. Opportunity will be provided for the Association and such other groups, as the President may deem appropriate to comment on the provisional plan.
  5. Within ten (10) University days of announcing the provisional plan, the President shall meet with the Association to discuss the provisional plan and take any questions regarding same. This meeting shall run concurrently with, and not extend, the comment period noted in number 4, above.
  6. During the development of the University Retrenchment Plan, all affected programs will be required to recommend to the President the specific means and/or alternatives by which the reductions and/or eliminations would be implemented. Recommendations will be reviewed by appropriate administrative staff as designated by the President.
  7. Having received such comments as may be provided by the specified time and the recommendations of the programs, the University Retrenchment Plan will be finalized. The President will announce the Plan, which will include the reductions and/or eliminations within each program and the manner in which the reductions and/or eliminations will be implemented. Inclusion of a program not named in the provisional plan must be accompanied by an explanation about the reasons for the inclusion. While changes from the provisional plan to the final University Retrenchment Plan are inevitable, the only basis for making greater aggregate faculty reductions to academic programs than outlined in Section D and Section E.4 above are a significant and demonstrable deterioration to either the fund balance projection or enrollment projections since the declaration. Where there is neither a significant and demonstrable deterioration of the fund balance or enrollment projections, and a greater aggregate faculty reduction is necessary, a new provisional plan will be issued, and the process will return to Section E.4 of this article.
  8. There will be no deductions to ELU for low-enrolled courses when the Final Retrenchment Plan requires faculty to teach-out courses within eliminated majors or stand-alone minors.
  9. If the Plan includes the termination of faculty members, the order of termination within a program shall be as follows:
    - a. Fixed-term, non-renewable faculty;
    - b. Fixed-term, renewable faculty with temporary appointments;
    - c. Fixed-term, renewable faculty with ongoing appointments;

- d. Faculty on indefinite tenure or extendable three-year appointments.

Temporary faculty, categories a or b above, will be terminated in inverse order of seniority as measured by FTE years of service at Southern Oregon University. Ongoing faculty, categories c or d above, will be terminated by seniority as measured first by rank and then in inverse order of years in rank. For the purposes of this article, rank shall be ordered from least to greatest seniority as follows: instructor, senior instructor 1, senior instructor 2, assistant professor, associate professor, and professor. An exception to the order of seniority is permissible when necessary to ensure that the qualifications of the remaining faculty meet the continuing requirements of the program and to maintain compliance with the Affirmative Action Plan of the University.

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

- 1. When a faculty member has been identified for termination within the Plan, the University will take the following actions:

- a. For a Condition Requiring Reduction and/or Elimination of a program or faculty positions:

- (1) For faculty on fixed-term appointments, the University will provide the faculty member with the following notice of termination

- (a) Faculty in their first year of service shall receive at least three (3) months' notice.

- (b) Faculty in their second year of service shall receive at least six (6) months' notice.

- (c) Faculty in their third year of service shall be given notice during any academic term with the termination date being no earlier than the final day of that term in the subsequent year.

- (d) Faculty in their fourth or subsequent year of service shall be given notice that their following academic year contract will be nonrenewable.

- (2) For faculty on indefinite tenure or three-year extendable appointments, the University will provide notice twelve (12) months prior to termination, will offer employment according to Section F.2.d below, may offer assistance in seeking employment outside the University, and will offer the faculty member furlough status (see "2.a" below) for three (3) calendar years from the date of termination.

- b. For a Condition of Financial Exigency

Under a declaration of financial exigency, the requirement of notice prior to termination is waived for all categories of faculty. The University will provide maximum notice (up to that specified in "(1)" and "(2)" above) as is deemed possible by the President given the circumstances requiring the declaration.

- 2. Furlough Status.

- a. The President will offer furlough status to eligible faculty members in writing (see "Section F.1.a.(2)"). "Furlough Status" shall mean that the faculty member may be re-employed without a search as provided in "2.(d)" below. Should the faculty member not accept furlough status in writing within thirty (30) calendar days of the written offer, the University will have no further employment obligation.

- b. A faculty member on furlough will have the privileges of a faculty member on a personal leave without pay.

- c. The faculty member will be responsible for providing the Provost with current contact information throughout the period of the furlough.

- d. A faculty member who is furloughed will have their years in rank frozen as of the time they are furloughed until the time the faculty member returns to a bargaining unit position. Upon holding a bargaining unit position, their years in rank will increase. Credit toward years in rank will be granted, consistent with criteria

for granting additional YIR at the time of hire outlined in the Faculty Senate Bylaws, to furloughed faculty teaching at other accredited colleges and universities during the furlough period.

- e. If the furloughed faculty member is deemed by the University to meet all the required qualifications of an open instructional position (defined as a position otherwise to be within the bargaining unit for a one-year non-renewable, renewable, or indefinite tenure of 0.50 FTE or greater position), then the furloughed faculty member will be offered re-employment, in that position without the conducting of a search. If two or more furloughed faculty members are deemed equally qualified, the furloughed faculty member with the most seniority, as defined in Section E.8, will be offered re-employment. If the position is within the home program from which the faculty member was assigned prior to termination, the faculty member shall return to the rank and years in rank according to F.2.d., as well as the corresponding floor salary rate at the time of reappointment (prorated for FTE). If the position is outside the home program from which the faculty member was assigned prior to termination, the faculty member, at the discretion of the University, shall either (1) return to the rank and years in rank according to F.2.d, as well as the corresponding floor salary rate at the time of reappointment (prorated for FTE), or (2) have the rank and workload associated with the position and appropriate years in rank according to F.2.d. The salary shall be the corresponding floor salary at the time of reappointment or the salary at the time of termination (prorated for FTE), whichever is greater.
  - (1) Should the appointment offered to the faculty member be a one-year non-renewable, renewable, or indefinite tenure of 0.50 FTE or greater position at a salary rate commensurate with their rank and years in rank (and accrued years in rank if returned to a bargaining unit position) at time of their termination, and the faculty member chooses not to accept the appointment within fifteen (15) calendar days of the date of the written offer being mailed to the current address on file with the Provost, the University will have no further employment obligation to the faculty member.
  - (2) Should the appointment offered to the faculty member be a one-year non-renewable, renewable, or indefinite tenure of 0.50 FTE or greater position at a salary rate not commensurate with their rank and years in rank at the time of their termination, and the faculty member chooses not to accept the appointment within fifteen (15) calendar days of the date of the written offer being mailed to the current address on file with the Provost, the faculty member will retain furlough rights until accepting a position commensurate with their rank and years in rank at the time of their termination or the expiration of the third calendar year.
  - (3) If a faculty member is otherwise eligible for early retirement benefits as outlined in Article 14. F, they shall have 30 calendar days from their notice to exercise their early retirement rights with the following limitations. They shall not be eligible for any pay increase or three year extended pre-retirement employment. They must notify their Director and the Provost of their intent to exercise early retirement benefits in writing or by email within 30 calendar days of being notified of termination, or this right is forfeited. In the event that one or more elections by faculty to exercise the retirement benefit of Article 14.F impacts the savings expected in the provisional or final retrenchment plans, the University will then have the right to alter the plan and implement additional terminations but only to the extent necessary to off-set costs resulting from the exercise of early retirement benefits.

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

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

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

1. For work performed on and after July 1, 1985, Southern Oregon University shall continue to pay on behalf of members then participating in the Public Employee Retirement System the statutorily required employee contribution under ORS 238.200, 238(A), and ORS 243.800, including the amount required under ORS 238.215

if other options have been elected. Such payments on behalf of members shall continue for the life of this agreement or until such earlier time as a member may cease to be a participating member of PERS/OPSRP or the ORP.

2. The full amount of each member's required contributions paid by Southern Oregon University to PERS on behalf of members shall be considered as "salary" within the meaning of ORS 238.005(26) for the purpose of computing "final average salary" within the meaning of ORS 238.005(9), but shall not be considered "salary" for the purposes of determining the amount of required employee contributions.
3. Effective January 1, 2004, in lieu of paying the 6% employee contribution to PERS, Southern Oregon University will pay the 6% employee contribution for PERS members to the Individual Account Program (IAP) established under ORS 238A.300 and ORS 238A.305.
4. If for any reason the 6% payment by Southern Oregon University described above is declared invalid or is otherwise eliminated, then effective on the date of its invalidation or elimination, a corresponding general salary increase of 6% shall be paid to eligible bargaining unit members. In such case, members' 6% contributions shall be deducted for payment to the applicable IAP employee accounts and shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2).
5. Bargaining unit employee hired on or after July 1, 2014, and who have never worked for another Oregon PERS employer, are considered a PERS/OPSRP or ORP Tier Four employee.

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

1. New faculty positions are advertised in a salary range based on the adjusted floor salary rates for the appropriate rank and discipline (see section H). Normally the range runs from the 1<sup>st</sup> to 4<sup>th</sup> year-in-rank (YIR). In unusual cases, faculty positions may be advertised with a higher range. New faculty may be appointed at a salary rate that exceeds the adjusted floor salary for their rank and YIR. This is a one-time addition to the base salary. Subsequent salary increases will be computed according to section H.
2. The salary base for determining the salary increase for faculty members currently employed shall be the faculty member's preceding appointment amount.
3. If a faculty member is to receive more than one type of salary increase at the same time, they shall not be compounded, but each will be applied separately and additively to the faculty member's preceding appointment amount.
4. When a temporary increase in FTE for a part-time faculty member is the best response to a need, then those increases (up to 1.0 FTE) should be paid at the faculty member's current salary rate.
5. Effective September 16, 2016, the overload compensation rates (OCR) is 125% of the professional or professorial term-by-term rate. A higher rate may apply for graduate courses.
6. First Year Bargaining Unit Members. The salary of faculty members in their first year in the bargaining unit shall not fall below the appropriate adjusted floor salary during that year. If such a member's salary is below the adjusted floor salary, the salary shall be increased to the adjusted floor salary.
7. The University and the Association agree that if a person on a non-renewable appointment the previous year is rehired, that person's starting salary shall be set according to section H.
8. Salaries are normally paid September through June, however faculty may opt for the 12-month deferred pay plan, which distributes gross pay across 12 months (October 1 through September 30). See Payroll for details.

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

1. For plan years 2019, 2020, and 2021, the University will make a contribution sufficient to cover ninety-five percent (95%) of the premium costs for fully paid medical, dental, and basic life insurance benefits chosen by each eligible faculty member through the Public Employees Benefits Board (PEBB). The employee will contribute five percent (5%) of the premium costs (“pre-tax”). For these plan years, where an employee has the opportunity to choose between two (2) healthcare plans and the employee enrolls in the least expensive PEBB health plan available to them, the University will contribute ninety-seven percent (97%) of the premium costs of the coverage and the employee will contribute three percent (3%) of the premium costs (“pre-tax”). Eligibility to extend such tiered coverage to family members, to include spouse and/or dependent children, is provided in accordance with the IRS code, and to domestic partners as defined per applicable PEBB affidavit.
2. Faculty on leave without pay shall be allowed to continue group insurance by self-paying the premium for the time permitted by PEBB rules.

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

**Section E, Terminal Degree Salary Adjustment.** A professorial faculty member who does not have a terminal degree at the beginning of an academic year but receives a terminal degree (as defined by the Southern Oregon University Faculty Constitution and By-Laws) during the academic year from a recognized higher education institution shall receive a base salary adjustment of \$2,000 no later than twenty (20) university days following the Provosts Office’s official notification of receipt of degree from the granting institution.

**Section F, Promotion.** A faculty member who receives a promotion in rank shall during the appointment at the beginning of the next academic year, receive a five percent (5%) base salary adjustment to their prior June 15 salary rate or an amount necessary to bring the faculty member up to the floor salary for the new rank (see Section H), whichever is greater.

**Section G, Disciplinary Codes.** Each faculty member is assigned a four-digit disciplinary (CIP) code. The code represents the faculty member’s academic assignment, not just their area of expertise. Normally, faculty members will be assigned the general disciplinary code associated with the faculty member’s academic assignment. In some larger programs, faculty members’ assignments are highly specialized (i.e. a significant majority of all upper and lower division instruction is focused on a single sub discipline, possibly including specialized advising and service assignments). In these cases, a more specialized disciplinary code should be used. A complete list of available CIP codes may be downloaded from the Human Resources website ([www.sou.edu/hrs](http://www.sou.edu/hrs)) by clicking on the link to Collective Bargaining Agreements and downloading the PDF document labeled CIP Codes. Faculty members may obtain their individual CIP codes from their Director.

If a faculty member believes their disciplinary code does not accurately represent the significant majority of their academic assignment, they may request the Director and/or Provost review it. If a satisfactory resolution cannot be achieved at the Provost’s level, the faculty member may grieve the disciplinary code assignment under the APSOU grievance procedure (see Article 17).

**Section H, Salary Calculation.** The adjusted floor salary calculation described below is for the new nine-month, 1.0 FTE base salary rate. It will be prorated for any reduction in FTE (e.g. 0.67 FTE), extended appointments (e.g. ten-month appointments), or other normal base salary adjustments, before comparing with the prior base salary plus any applicable across-the-board salary increase. A faculty member’s base salary will be the higher of these two calculations.

Furthermore, the minimum floor salary rate (and thus the adjusted floor salary rate) will be reduced by the fixed amount of \$2,000 for professorial faculty members who do not have a terminal degree (as defined by the Southern

Oregon University Faculty Constitution and By-Laws). Detailed implementation of this compensation plan is contained in the Compensation Workbook (Excel).

1. The applicable floor adjustments for the duration of this contract shall be:
  - a. Effective January 1, 2019: 2.00% for all ranks
  - b. Effective January 1, 2020: 0.00% for all ranks; and,
  - c. Effective January 1, 2021: 2.00% for all ranks.
  
2. The applicable across-the-board salary increase for the duration of this contract shall be:
  - a. Effective January 1, 2019 2.00% for all ranks
  - b. Effective January 1, 2020: 0.00% for all ranks\*; and,
  - c. Effective January 1, 2021: 2.00% for all ranks\*.

\*2(b) shall be automatically increased according to the schedule below if, on or about August 15, 2019, the percent of operating revenue of the fiscal year 2020 fund balance is as identified below:

<u>Percent of Operating Revenue of the FY 2020 fund balance</u>	<u>January 1, 2020 Increase</u>
At or above 10%	1.0%
At or above 7.5% but below 10%	0.50%
Below 7.5%	0%

\*2(c) shall be automatically increased according to the schedule below if, on or about August 15, 2020, the percent of operating revenue of the fiscal year 2021 fund balance is as identified below:

<u>Percent of Operating Revenue of the FY 2021 fund balance</u>	<u>January 1, 2021 Increase</u>
At or above 10%	1.0%
At or above 7.5% but below 10%	0.50%
Below 7.5%	0%

3. Base Salary will be recomputed on September 16, 2019, September 16, 2020, and September 16, 2021 to reflect additional YIR earned as of that date.
  
4. A faculty member’s minimum floor salary is listed in Tables 12A (effective January 1, 2019), 12B (effective January 1, 2020) and 12C (effective January 1, 2021) for their current rank and current YIR
  
5. A faculty member’s disciplinary adjustment is based on the average salary for their rank and discipline as reported in the annual National Faculty Salary Survey by Discipline and Rank in Four-year College and Universities conducted by the College and University Professional Association for Human Resources (CUPA\_HR). For professorial faculty, tenure-track tables for public institutions were used. For Professional ranks, non-tenure track instructor salaries for all universities were used.
  
6. If the average salary for a discipline and rank is higher than the average salary for a rank, then the disciplinary adjustment is 5% of the difference between the two (‘premium’). For example, if the national average salary for a rank is \$100,000 and the national average salary for a rank and discipline is \$120,000, then the disciplinary adjustment is 5% \* \$20,000 or \$1,000. When an average salary for a rank within a discipline was unavailable,

the average % premium for the other ranks for that discipline was used. If no data was available for the 4-digit discipline, then the values for the 2-digit CIP code were used. (See Table 12D for specific dollar amounts.)

A faculty member's adjusted floor salary is the sum of their minimum floor salary and disciplinary adjustment.

Table 12A - 2019 Minimum Floor Salary Rates (Effective January 1, 2019)

Professional Ranks						Professional Ranks					
YIR	Instructor	YIR	Senior Instructor 1	YIR	Senior Instructor 2	YIR	Assistant Professor	YIR	Associate Professor	YIR	Professor
1	\$47,884	1	\$54,419	1	\$63,087	1	\$58,770	1	\$66,468	1	\$78,602
2	\$48,842	2	\$55,508	2	\$64,349	2	\$59,946	2	\$67,798	2	\$80,175
3	\$49,818	3	\$56,618	3	\$65,635	3	\$61,145	3	\$69,154	3	\$81,778
4	\$50,814	4	\$57,750	4	\$66,948	4	\$62,368	4	\$70,537	4	\$83,414
5	\$51,830	5	\$58,906	5	\$68,286	5	\$63,615	5	\$71,947	5	\$85,082
6	<i>\$52,348</i>	6	\$60,084	6	\$69,652	6	<i>\$64,251</i>	6	\$73,387	6	\$86,784
7	<i>\$52,872</i>	7	<i>\$60,685</i>	7	\$71,044	7	<i>\$64,894</i>	7	<i>\$74,121</i>	7	\$88,520
8	<i>\$53,400</i>	8	<i>\$61,292</i>	8	\$72,466	8	<i>\$65,543</i>	8	<i>\$74,862</i>	8	\$90,290
8+	<i>\$53,400</i>	9	<i>\$61,905</i>	9	\$73,916	8+	<i>\$65,543</i>	9	<i>\$75,611</i>	9	\$92,095
		10	<i>\$62,524</i>	10	\$75,394			10	<i>\$76,367</i>	10	\$93,937
		10+	<i>\$62,524</i>	11	<i>\$76,148</i>			11	<i>\$77,131</i>	11	<i>\$94,876</i>
				12	<i>\$76,909</i>			12	<i>\$77,902</i>	12	<i>\$95,825</i>
				12+	<i>\$76,909</i>			12+	<i>\$77,902</i>	13	<i>\$96,782</i>
										14	<i>\$97,751</i>
										15	<i>\$98,728</i>
										16	<i>\$99,715</i>
										17	<i>\$100,713</i>
										18	<i>\$101,719</i>
										19	<i>\$102,736</i>
										20	<i>\$103,764</i>
										20+	<i>\$103,764</i>

*\*Italicized, shaded YIR reflects point at which annual YIR increases are 1% vs 2%*

Table 12B - 2020 Minimum Floor Salary Rates (Effective January 1, 2020)

Professional Ranks						Professional Ranks					
YIR	Instructor	YIR	Senior Instructor 1	YIR	Senior Instructor 2	YIR	Assistant Professor	YIR	Associate Professor	YIR	Professor
1	\$47,884	1	\$54,419	1	\$63,087	1	\$58,770	1	\$66,468	1	\$78,602
2	\$48,842	2	\$55,508	2	\$64,349	2	\$59,946	2	\$67,798	2	\$80,175
3	\$49,818	3	\$56,618	3	\$65,635	3	\$61,145	3	\$69,154	3	\$81,778
4	\$50,814	4	\$57,750	4	\$66,948	4	\$62,368	4	\$70,537	4	\$83,414
5	\$51,830	5	\$58,906	5	\$68,286	5	\$63,615	5	\$71,947	5	\$85,082
6	<i>\$52,348</i>	6	\$60,084	6	\$69,652	6	<i>\$64,251</i>	6	\$73,387	6	\$86,784
7	<i>\$52,872</i>	7	<i>\$60,685</i>	7	\$71,044	7	<i>\$64,894</i>	7	<i>\$74,121</i>	7	\$88,520
8	<i>\$53,400</i>	8	<i>\$61,292</i>	8	\$72,466	8	<i>\$65,543</i>	8	<i>\$74,862</i>	8	\$90,290
8+	<i>\$53,400</i>	9	<i>\$61,905</i>	9	\$73,916	8+	<i>\$65,543</i>	9	<i>\$75,611</i>	9	\$92,095
		10	<i>\$62,524</i>	10	\$75,394			10	<i>\$76,367</i>	10	\$93,937
		10+	<i>\$62,524</i>	11	<i>\$76,148</i>			11	<i>\$77,131</i>	11	<i>\$94,876</i>
				12	<i>\$76,909</i>			12	<i>\$77,902</i>	12	<i>\$95,825</i>
				12+	<i>\$76,909</i>			12+	<i>\$77,902</i>	13	<i>\$96,782</i>
										14	<i>\$97,751</i>
										15	<i>\$98,728</i>
										16	<i>\$99,715</i>
										17	<i>\$100,713</i>
										18	<i>\$101,719</i>
										19	<i>\$102,736</i>
										20	<i>\$103,764</i>
										20+	<i>\$103,764</i>

*\*Italicized, shaded YIR reflects point at which annual YIR increases are 1% vs 2%*

Table 12C - 2021 Minimum Floor Salary Rates (Effective January 1, 2021)

Professional Ranks						Professorial Ranks					
YIR	Instructor	YIR	Senior Instructor 1	YIR	Senior Instructor 2	YIR	Assistant Professor	YIR	Associate Professor	YIR	Professor
1	\$49,799	1	\$56,596	1	\$65,610	1	\$61,121	1	\$69,127	1	\$81,746
2	\$50,796	2	\$57,728	2	\$66,923	2	\$62,344	2	\$70,510	2	\$83,382
3	\$51,811	3	\$58,883	3	\$68,260	3	\$63,591	3	\$71,920	3	\$85,049
4	\$52,847	4	\$60,060	4	\$69,626	4	\$64,863	4	\$73,358	4	\$86,751
5	\$53,903	5	\$61,262	5	\$71,017	5	\$66,160	5	\$74,825	5	\$88,485
6	\$54,442	6	\$62,487	6	\$72,438	6	\$66,821	6	\$76,322	6	\$90,255
7	\$54,987	7	\$63,112	7	\$73,886	7	\$67,490	7	\$77,086	7	\$92,061
8	\$55,536	8	\$63,744	8	\$75,365	8	\$68,165	8	\$77,856	8	\$93,902
8+	\$55,536	9	\$64,381	9	\$76,873	8+	\$68,165	9	\$78,635	9	\$95,779
		10	\$65,025	10	\$78,410			10	\$79,422	10	\$97,694
		10+	\$65,025	11	\$79,194			11	\$80,216	11	\$98,671
				12	\$79,985			12	\$81,018	12	\$99,658
				12+	\$79,985			12+	\$81,018	13	\$100,653
										14	\$101,661
										15	\$102,677
										16	\$103,704
										17	\$104,742
										18	\$105,788
										19	\$106,845
										20	\$107,915
										20+	\$107,915

*\*Italicized, shaded YIR reflects point at which annual YIR increases are 1% vs 2%*

In the event the percent of operating revenue of either the fiscal year 2020 or 2021 fund balance is as identified, above, new tables will be drafted and issued as a Memorandum of Understanding between the University and APSOU.

**Table 12D —Disciplinary Adjustments (effective September 16, 2019)**

CIP	Professional	Assistant Professor	Associate Professor	Professor	CIP	Professional	Assistant Professor	Associate Professor	Professor
05.02	\$0	\$0	\$35	\$490	31.01	\$0	\$0	\$0	\$0
09.01	\$0	\$0	\$0	\$0	31.05	\$0	\$0	\$0	\$0
09.07	\$277	\$0	\$0	\$0	38.01	\$0	\$0	\$0	\$0
11.01	\$533	\$772	\$877	\$895	40.05	\$0	\$0	\$0	\$21
13.01	\$0	\$0	\$0	\$0	40.06	\$0	\$0	\$22	\$0
13.02	\$0	\$0	\$0	\$0	40.08	\$15	\$0	\$0	\$60
13.03	\$0	\$0	\$0	\$0	42.01	\$0	\$0	\$0	\$0
13.10	\$0	\$0	\$0	\$0	42.27	\$0	\$0	\$0	\$0
13.12	\$0	\$0	\$0	\$0	42.28	\$223	\$0	\$0	\$0
16.01	\$0	\$0	\$0	\$0	43.01	\$0	\$0	\$0	\$0
16.03	\$0	\$0	\$0	\$351	45.01	\$139	\$0	\$0	\$0
16.09	\$0	\$0	\$0	\$0	45.02	\$0	\$0	\$0	\$0
19.07	\$0	\$0	\$0	\$217	45.06	\$596	\$975	\$1,058	\$1,136
23.01	\$0	\$0	\$0	\$0	45.07	\$0	\$0	\$0	\$0
23.13	\$0	\$0	\$0	\$0	45.10	\$0	\$0	\$0	\$0
24.01	\$0	\$0	\$0	\$0	45.11	\$0	\$0	\$0	\$0
25.01	\$136	\$0	\$0	\$0	50.05	\$0	\$0	\$0	\$0
26.01	\$0	\$0	\$0	\$0	50.07	\$0	\$0	\$0	\$0
26.02	\$223	\$383	\$467	\$1,067	50.09	\$0	\$0	\$0	\$0
26.04	\$0	\$566	\$378	\$1,003	52.01	\$489	\$1,751	\$1,716	\$1,443
26.05	\$103	\$251	\$492	\$1,178	52.02	\$744	\$1,847	\$1,733	\$1,606
26.08	\$0	\$279	\$529	\$861	52.03	\$1,059	\$2,954	\$2,555	\$2,391
26.13	\$406	\$148	\$283	\$687	52.07	\$1,260	\$2,129	\$2,130	\$3,687
27.01	\$0	\$0	\$0	\$0	52.08	\$1,404	\$3,407	\$2,883	\$2,559
27.03	\$0	\$0	\$0	\$0	52.12	\$683	\$2,261	\$1,905	\$1,890
27.05	\$46	\$349	\$513	\$665	52.14	\$843	\$2,274	\$2,137	\$2,022
30.01	\$0	\$0	\$151	\$0	54.01	\$0	\$0	\$0	\$0

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

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

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

**Section J, Sabbatical Leaves.** Sabbatical leaves are a privilege extended by the University for the purpose of strengthening the academic programs of the University while also strengthening the professional preparation of the individual faculty member in scholarship, creative activity, and teaching. While one-, two-, or three-term sabbaticals are allowed, the University believes that longer term sabbaticals better serve institutional needs; thus, the University encourages its faculty to take longer sabbaticals whenever possible. In exceptional circumstances, the institution may extend sabbatical privileges over two or three academic years to accommodate special program needs. In such an eventuality, the faculty member will be eligible for a sabbatical seven (7) years from the initial sabbatical year.

Details governing sabbatical leaves are found in the Oregon Administrative Rules (OARs) 580-021-0200 through 508-021-0245 and in the Faculty Bylaws, Section 5.400. Below is a summary of key points regarding eligibility, obligations, and compensation for a sabbatical leave.

1. Professorial faculty members with appointments of at least 0.5 FTE are eligible for a sabbatical leave after six (6) years of service. Applications for sabbatical leave are submitted to the Provost for approval in the sixth or subsequent year of service. Both the Provost and the faculty member must agree to any substantive changes to an approved sabbatical plan. The six (6) years of service for a second or subsequent sabbatical is counted beginning with the academic year following the first term of the prior sabbatical.
2. The University has the right to delay a sabbatical leave for up to two years. In such instances, the delay counts as years of service toward the subsequent sabbatical. Such a delay must be documented in writing and approved by the Provost.
3. Faculty members are obligated to return to the University for at least one year of service following a sabbatical. They must also submit a report of the accomplishments and benefits resulting from the leave.
4. Compensation is based on the number of terms of the sabbatical:
  - a. **Three-term sabbatical:** faculty member earns 60 percent salary each term on sabbatical leave and full salary for any term not on leave during any academic year with one or more terms of sabbatical leave.
  - b. **Two-term sabbatical:** faculty member earns 75 percent salary each term on sabbatical leave and full salary for any term not on leave during any academic year with one or more terms of sabbatical leave.
  - c. **One-term sabbatical:** faculty member earns 85 percent salary the term on sabbatical leave and full salary for the two terms not on leave.
5. Faculty at less than 1.0 FTE for one or more of the six years of service have their sabbatical salary prorated. See OAR 580-021-0205 (6)(a) for details on proration.
6. Faculty members on sabbatical leave receive their salary adjustments on the same effective date as faculty not on sabbatical leave.
7. Faculty may supplement their sabbatical salaries to a reasonable degree, provided that each supplementation strictly conforms to the stated and approved purposes of the sabbatical leave.
8. PDA funds will be awarded during sabbatical leave and may be used for appropriate professional travel as approved by the faculty member's Director (see Article 9, Section B). Additional travel funds may be sought under the same restrictions as any other faculty travel request from that funding source, but may face additional scrutiny by the funding authority to assure it is for appropriate professional activities and clearly in keeping with the approved sabbatical plan.

**Section K, Vacation Accrual.** The following applies to vacation accrual: Eligible faculty members with a twelve-month, 1.0 FTE appointment accrue 15 hours of vacation per month; eligible faculty members on a twelve-month, 0.50 FTE or more appointment accrue vacation in proportion to their FTE. No faculty member may accrue in excess of 260 hours. The maximum number of hours that can be paid upon termination is 180 hours.

**Section L, Staff Fee Privileges.** Pursuant to the joint letter signed by Presidents of SOU, WOU, SOU, OIT, PSU, OSU and UO, and consistent with the Board of Higher Education administrative rules 580-022-0030 and 580-022-0031 in effect July 1, 2014, staff fee privileges will continue to be extended to one family member as defined in the IRS code or to a domestic partner as defined per PEBB affidavit.

## **Section M, Miscellaneous.**

1. Should a colleague evaluation determine that a faculty member's performance is deficient (see Faculty Bylaws 5.370, Colleague Evaluations), the administration may freeze that individual's years in rank and salary. Should a subsequent colleague evaluation find that faculty member's performance no longer deficient, then their pay will be returned to the adjusted floor salary rate in this article for their rank and frozen years in rank. That increase shall be awarded no later than twenty (20) university days following the Director receiving the colleague evaluation, which found the faculty member's performance was no longer deficient. They will resume accruing years in rank the following September 16.
2. Effective March 15, 2019, the University shall apply the Hardship Leave Policy as proposed during 2018 negotiations and submit same to Policy Council, Division Director Council, and Faculty Senate by no later than within ten (10) days of ratification. If the Hardship Leave Policy is adopted, any proposed changes to the policy involving a mandatory subject of bargaining shall be submitted to APSOU for review in advance of presentation to Policy Council.

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## **Article 13. SUMMER SESSION/FOURTH TERM**

**Section A, Replacement Term of Instruction.** Most faculty members are appointed for the academic year and their "fourth term" of instruction is summer session. However, should the scheduling of a program's courses benefit from additional instruction in summer session and less during another academic term, at the mutual agreement of a faculty member and the program, and in consultation with the Director and Provost (or designee), the faculty member may be appointed for *any* three of the four academic terms (fall, winter, spring, and summer) at the 9-month salary rate with the remaining term considered that faculty member's "fourth term" of instruction. In these instances, the faculty member's workload across all three terms should be determined in accordance with Article 19. If a faculty member chooses summer term as part of the appointment at the 9-month salary rate, the university may require the faculty member to be paid through a 12-month deferred pay plan.

**Section B, Summer Session Schedule and Appointment.** Appointments to the fourth term will be based on a staffing plan for the term which will: 1) respond to student needs, 2) respond to University needs, 3) satisfy any special staff needs brought about by the course offerings, 4) promote satisfactory performance of faculty duties and 5) give preference for continuing bargaining unit members, including those on leave; however, that provision shall not prevent a program from recommending the employment of a faculty member from outside the institution.

The University retains the right of appointment and assignment of load for faculty within the fourth term, and no faculty member employed during the other three terms of the year is assured employment in their fourth term. All appointments are at the discretion of the President of the University or designee.

### **Section C, Fourth Term Schedule and Appointment.**

**Primary Offerings.** Offerings in this category are determined by programs, in consultation with the Director, and typically are courses regularly offered during this term. At least 80% of the fourth term faculty ELU shall fall in this category.

Faculty who agree to teach courses in this category and are scheduled for these classes on or after the employment offer date in Table 13A will be offered appointments for the assigned ELU.

**Table 13A. Dates by which faculty will be offered employment for primary offerings.**

4 <sup>th</sup> Term	Employment Offer Date*
Summer	February 15
Fall	May 15
Winter	September 1
Spring	December 1

\*The parties agree that a limited number of courses can be added after these dates as long as the requirements for primary offerings are met above.

At the mutual agreement of the faculty member and the University, the agreement to teach may be dissolved without repercussions to the faculty member or the University. If the agreement is not dissolved and barring unforeseen circumstances, the faculty member is expected to accept the appointment.

Programs maintain the right to revise course offerings and individual teaching assignments in the fourth term, just as in any other term. Should these revisions result in insufficient primary courses being available, some faculty in this category may be reassigned non-teaching duties (approximately 35 hours per ELU). The Director shall determine appropriate reassignments based on the faculty members' skills and abilities.

When a primary offering enrolls less than ten (10) undergraduates or seven (7) graduates, the course may be cancelled and the faculty member reassigned teaching or non-teaching duties commensurate with the assigned ELU. The faculty member may elect to refuse the reassignment and by so doing absolve the University of any further obligation.

Or, upon mutual agreement of the faculty member and the University,

- the course may still be run at full load; or,
- The faculty member may be offered a new agreement to teach that reflects a reduction in teaching ELU\*\*, plus an assignment including teaching and/or non-teaching duties equivalent to the reduction so that the total ELU equals the initially assigned ELU; or,
- The course and agreement to teach may be cancelled, in which case the course would not be taught and the faculty member would not be paid; or,
- The faculty member may be issued a new agreement to teach reflecting a reduction in loading, in which case the faculty member will be paid accordingly; or,
- The faculty member may be issued a new agreement to teach reflecting a reduction in loading and the remainder of the initial ELU will be debited to the faculty member's ELU bank as a negative amount.

\*\* reduction determined by enrollment on the day after the "last day for 100% tuition refund" for the term in which the course is scheduled

Notification of ELU loading must occur at least one week prior to the start of the class. If no notification occurs, the class will be taught at full load. Additionally, if the course will be offered at a reduced load, options above shall be discussed at time of notification.

**Secondary Offerings.** Offerings in this category provide flexibility to offer additional options for students or pilot new courses that have not been offered in prior fourth terms.

Because these courses are not part of the primary offerings, faculty who agree to teach and are scheduled for these courses are not guaranteed appointments. The fourth term appointment ELU shall be contingent upon sufficient enrollment in the course(s) and the faculty member may accept or reject the appointment at any time up to the decision dates in Table 13B.

**Table 13B. Decision Dates for Faculty Teaching Secondary Offerings**

4 <sup>th</sup> Term	Decision Date
Summer	May 31
Fall	August 31
Winter	November 30
Spring	February 28

Programs maintain the right to revise course offerings and individual teaching assignments in the fourth term, just as in any other term. Should these revisions impact a secondary offering, the instructor will be given as much advance notice as possible.

**Section D, Fourth Term Duties.** Faculty are responsible for usual faculty duties during this term, which include teaching, student advising (including regularly scheduled office hours), advising of new students at regularly scheduled sessions, and program, University or community service.

Each faculty member appointed to teach in the fourth term will be assigned duties, according to a plan developed by their Director, in consultation with the faculty member and their Program Chair(s), to meet program and University needs in proportion to their teaching assignment (ELU). The plan should reasonably estimate each faculty member's service commitment and assure that the estimate is within the limits set forth in Table 13C and be finalized no later than one week prior to the teaching assignment. Furthermore, University service that is specific to summer activities, such as Raider Registration, and not a continuation of normal academic year activities should not exceed 75% of the total service assignment. Dates and activities related to Raider Registrations and commitments by faculty teaching summer courses will be agreed upon during Winter term for the upcoming summer and shall be incorporated into the Summer Service Plan. The remaining 25% of the total service assignment shall be dedicated to service within the program unless a faculty member and their Chair cannot propose reasonable service duties within the program. In this case, the remaining 25% of the total service (or portion thereof) can be assigned to University service such as Raider Registration. Faculty members reassigned from teaching to other duties are still responsible for their share of the usual faculty duties, including service.

**Table 13C. Faculty Fourth Term Service Expectations**

4th Term Assignment	
ELU	Days
2-3	1
4-6	2
7-8	3
9-11	4
12-13	5

For example, a faculty member teaching 8 ELU should expect their total service duties assigned to be roughly equivalent to three (3) days of work even though those service commitments may be spread across more than three (3) calendar days. When the University needs additional service beyond the limits specified in Section D, the Provost may issue a contract to a faculty member to meet those needs. The contract rate shall not fall below the hourly

equivalent of the floor salary for a first year assistant professor. Faculty members have the right to decline additional service contracts.

**Section E, Fourth Term Salary.**

1. Fourth Term of Instruction: A faculty member will be paid 2.33% of the base nine-month salary at the close of the preceding academic term per ELU for fourth term courses taught.
2. For summer courses, SOU will sum the Summer Irregular Registrations (IRs) for each faculty member at the end of August. For each faculty member having a total IR ELU equal to or above one (1) ELU, SOU will email the faculty member to request their choice of either a pay-out of the ELU or to have the ELU added to their ELU bank. This will be done with sufficient time to allow for the choice to be made prior to the September payroll deadline. The email will specifically state that if there is no reply by the payroll deadline, then the default application will be to have the ELU added to the faculty member's ELU bank. Faculty members who elect to have the ELU paid-out will receive such pay in their September pay. Any Summer IRs submitted after the August data run will automatically be added to the faculty member's ELU bank.
3. Fourth Term Study Abroad Courses: Faculty supervising students in study abroad courses (even when within the U.S.) shall be compensated at the professional or professorial adjunct rate that matches their appointment type in the preceding academic term, per ELU plus travel expenses.

**Section F, Summer Term Chairs' Duties and Compensation.** Chairs must be available during the summer months to manage program affairs; the number of office hours needed to fulfill this requirement will vary, but the Chair should remain in close contact with the Director's Office throughout the summer. Faculty members who are designated Program Directors by the University and have summer responsibilities and expectations similar to Program Chairs will be compensated in the same manner as Chairs.

Summer compensation for Chairs and Program Directors is based on the estimated summer workload assigned to that program. Each Summer Program Chair and their Director shall develop a plan for the tasks and duties of the Chair for the program by no later than June 1 preceding the Summer session.

Summer compensation is computed as a percentage of the base nine-month salary at the close of the preceding academic year according to Table 13E.

**Table 13E. Summer Term Chair's Compensation**

Estimated Workload for June 16-Sept 15	
Averaged across 10 weeks	Percentage of salary
1 half-day per week	2.55%
2 half-days per week	5.1%
3 half-days per week	7.65%
4 half-days per week	10.2%
5 half-days per week	12.75%
6 half-days per week	15.3%

In unusual cases, where the estimated workload exceeds the limits of this table, for each additional half-day per week required, the percentage of salary should increase by 2.55%.

The workload estimate is averaged across-ten (10) weeks anticipating that Chairs and Program Coordinators/Directors may take up to three (3) weeks of leave, without loss of pay, during the summer (June 16-September 15). Chairs and Program Coordinators/Directors should schedule this leave when programmatic demands are lightest. However, they may spread the work across more than ten (10) weeks when appropriate. If the estimated workload exceeds the original

estimate in Table 13E, the Chair or Program Coordinator/Director may decline the additional work or – if approved in writing by their Division Director – be compensated at an hourly rate based on their nine-month base salary.

When the program needs administrative support during the summer leave of the Chair or Program Coordinator/Director, the Chair or Director may negotiate the appointment of an Acting Chair or Program Coordinator/Director with the Provost (or designee). When a faculty member is appointed as an Acting Chair or Program Coordinator/Director, then the faculty member shall be compensated (e.g., ELU loading or stipend).

Program Chairs are expected to continue through the summer. When necessary, Program Chair duties may be transferred to another faculty member or another Program's Chair for the duration of the summer (a Summer Chair). The Program Chair and the Summer Chair must develop a plan that assures the smooth function of the program through the summer and adequate preparation for the fall, and the plan must be approved by the Director and Provost (or designee).

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## **Article 14. RETIREMENT, TENURE AND THREE-YEAR EXTENDABLE APPOINTMENT RELINQUISHMENT**

**Section A, Eligibility.** Only faculty members who are tenured or on a three-year extendable contract are eligible under this Article to relinquish their tenure or three-year extendable contract. To be eligible for the benefits under this Article, a faculty member must be at least 55 years of age on the effective date of the relinquishment, and submit their intent to relinquish tenure or three-year extendable contract to the Provost through their Director by no later than April 15<sup>th</sup> of the academic year prior to the effective date of relinquishment which is less than one year from the proposed relinquishment. The relinquishment agreement and any associated paperwork will be provided to the faculty member by no later than May 15 and completed by the faculty member by no later than June 15. Relinquishment shall be granted in the ordinary course by the Provost, except the Provost retains discretion to deny relinquishment under the following circumstances: (1) a faculty member has previously received notice of non-renewal or termination (subject to the faculty member's rights under Article 11.F.2.d ((3) or (2)) a faculty member is later terminated for just cause (as defined by Article 16.A.1) prior to their final date of employment.

Relinquishments are also potentially subject to a priority scheme. If the total discounted value of liability (from the previous July 1 to the current June 30) exceeds 1% of operational revenues, faculty shall receive relinquishment benefits in the following order until the 1% of operational revenues of new discounted fund balance liability is reached:

- 1) Any faculty member laid off and eligible via Article 11.F.2.d(3)
- 2) Any faculty member who attempted to relinquish in a previous year and was denied via this priority scheme
- 3) Any faculty member from a previous May 1 relinquishment cycle, who changes their retirement date during their Relinquishing Three-year Appointment, thereby establishing a new future liability valuation
- 4) By the greatest number of years of service at Southern Oregon University.

If a faculty member attempts to relinquish after April 15<sup>th</sup>, but before June 15 of a given year, they may do so as long as the added discounted liability for that fiscal year still does not cause the total new discounted liability for the fiscal year to exceed 1% of operational revenues. If the added discounted liability would cause the total new discounted liability to exceed 1% of operational revenues, they will be delayed to the following year and will be given priority 2) in the above priority list.

If a faculty member attempts to relinquish after June 15 for the following academic year, eligibility for benefits detailed in Section E.4 is at the discretion of the Provost.

Faculty contemplating retirement should evaluate their readiness to do so and consider the following: Full Social Security retirement age and Medicare eligibility age are very often different with Social Security depending on birth year and Medicare eligibility beginning at age 65. When Medicare coverage takes effect will also depend on when

one applies for it. Employees should verify when coverage would start based on their intended and actual application date. Employees who would like assistance with these issues may visit the Office of Human Resources or consult [www.ssa.gov](http://www.ssa.gov) and [www.medicare.gov](http://www.medicare.gov).

## **Section B, Provisions.**

1. The faculty member relinquishes all claims to their current appointment on September 16 or January 1 as specified within the agreement (the effective date of the agreement) when said time is not more than three years prior to termination. (Note: annual salary, when used in retirement calculations, is normally based on the calendar year's earnings.)
2. Fixed-term Appointment for Pre-retirement Service
  - a. Relinquishing Three-year Extendable Appointment.

The faculty member is issued a fixed-term appointment at their current FTE for the remainder of their three-year appointment. At the faculty member's request, the termination date for the fixed term appointment may be earlier than the termination date of the three-year appointment.
  - b. Relinquishing Tenure

The faculty member is issued a fixed-term appointment at their current FTE covering the period between the relinquishment of tenure and the date of termination. Said period may not exceed three years.
3. The faculty member must retire at the close of the fixed-term appointment or earlier should they elect. Continuing employment after this requires a post-retirement appointment. (See section E.2)

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

1. Pre-retirement Service during the fixed term appointment. The faculty member may continue their current employment for not longer than three years following the effective date of the agreement.
2. Post-retirement Service. Following termination of the fixed-term appointment, the Provost may offer the faculty member an appointment for up to three (3) years. The faculty member accepting such an appointment retains sole responsibility for ensuring that the hours and terms of this appointment are not prohibited by PERS and do not violate any other retirement restrictions applicable to the faculty member.

## **Section D, Salary Provisions.**

1. Appointment Relinquishment Incentive: for faculty relinquishing tenure or a three-year extendable contract, a one-time addition to the base salary equivalent to 6% of the faculty member's salary on the effective date of their appointment relinquishment, September 16 or January 1. For example, a faculty member relinquishing their appointment on September 16 will have 6% of their preceding January 1 salary added to what they would have normally received on September 16 had they not relinquished their appointment. A faculty member relinquishing their appointment on January 1 will have 6% of their preceding September 16 salary added to what they would have normally received on January 1 had they not relinquished their appointment.
2. Subsequent Salary Adjustments: after having entered into an agreement for appointment relinquishment and for the duration of pre-retirement and post-retirement employment, the faculty member will continue to receive salary adjustments just as all other faculty, i.e. just as if they had not relinquished their appointment (see Article 12).
3. Part-time Service: if applicable, the salary for part-time service will be prorated for any reduction in FTE.
4. Retroactive Salary Adjustment: for a retiree's last post-retirement appointment, the January 1 salary adjustment will be awarded retroactively to September 16.

## **Section E, Options for those Relinquishing Tenure or a Three Year Extendable Contract.**

For the purposes of this Section, retirement must occur within three years of the effective date of relinquishment. Upon official notice of intent to relinquish and retire, the following apply:

### 1. Salary upon relinquishment:

A one-time addition to the base salary equivalent to 6% of the faculty member's salary is awarded on the effective date of their appointment relinquishment. Faculty members continue to receive other bargained salary increases up to their retirement date.

### 2. Post-retirement appointment within the first three years of retirement:

Faculty members do not automatically receive a post-retirement appointment.

Within three (3) years of retirement, should the needs of the institution require, and the Director and Provost approve, faculty members may be offered a post-retirement appointment pursuant to Article 14.C.2. This appointment would include teaching and service expectations, and be compensated at the following rate.

- Professor in their first year in rank, for professorial faculty and
  - Senior Instructor 2 in their first year in rank, for professional faculty.
3. Additional post-retirement appointments may also be offered by the Provost after completion of the appointment permitted by Article 14.C.2 (for up to three (3) years), or to any faculty member who is not offered an appointment pursuant to Article 14.C.2 prior to their retirement date. These appointments may be offered either at the rate above, or at the term-by-term rate, depending upon the needs of the program and the University.

### 4. Health benefits:

Retirees may choose one of the two items below:

- a.) Retiree receives health and dental benefits through the PEBB Retiree Program for up to seven (7) years, or until the employee reaches age 65, whichever comes first. The SOU employer premium contribution amount is fixed at the full cost for the employee or employee/spouse tier effective the first of the following month after employee benefits terminate, which is the month after retirement. If the cost of health insurance increases beyond this total maximum SOU employer premium contribution amount, the retiree is responsible for the difference (typically through a third party administrator). Accepting other employment that offers comparable health benefits cancel the University's obligation to provide health benefits. It shall be a condition of the receipt of the University's health benefits that the retiree must inform the University whether or not they have accepted other employment that offers comparable health benefits. If a retiree dies before the end of the effective period of the health benefits, their dependents will receive health benefits, as described above, until the effective period is completed.
- b.) Retiree waives the benefit identified in a) above, and receives in return a one-time cash settlement equivalent to 25% of the projected cost for health benefits being waived. Should the retiree return to work in a benefits-eligible position, benefits continue to be waived, until the employee reaches the age of 65. This option does not preclude retiree self-enrollment into eligible Federal and State benefit programs, including the PEBB Retiree Program until age 65.

**Section F, Security.** During a period of program reduction or financial exigency, the University agrees to provide faculty who have relinquished their appointment and are on a fixed-term appointment with the same protections as their prior ongoing appointment. The fact that they relinquished their appointment during the last three (3) years will not change their seniority, length of service, or any other protection guaranteed to their peers.

**Section G, Early Retirement Incentives.** The University may, at its discretion, announce an additional early retirement incentive program(s). Eligibility requirements and incentives must be clearly stated and open to faculty in all disciplines. Participation in the program shall be strictly voluntary.

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## **Article 15. NON-DISCRIMINATION**

It is the policy of the University and the Association not to engage in discrimination against any employee because of race, creed, color, marital status, religion, sex, national origin, age, sexual orientation, gender identity, disability, or any other characteristic protected by law, including but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42USC Section 1981, Family and Medical Leave Act, ORS Chapter 659A, or any other similar laws, rules or regulations.

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## **Article 16. JUST CAUSE, PROGRESSIVE DISCIPLINE AND DUE PROCESS**

**Section A. Just Cause.** Southern Oregon University recognizes the importance of the principle of just cause when considering the need to discipline a faculty member. When appropriate, the University shall adhere to the principles of progressive discipline and sanctions except when summary action is necessary or the severity of the alleged offense warrants more severe action. In determining whether or not to impose discipline and the severity of such discipline, the University shall consider the faculty member's prior conduct and disciplinary record and, whenever possible, take corrective action(s) that are positive and constructive. Any discipline, which is defined as a reprimand, suspension, demotion, or discharge shall be for just cause.

1. The University and the Association agree that, in accordance with former OAR 580-021-0325 that transferred to SOU as an institutional policy by operation of law on July 1, 2015 cause will be defined as:
  - a. Conviction of a felony or of a crime involving moral turpitude during the period of employment by the University (or prior thereto if the conviction was willfully concealed in applying to the University for employment);
  - b. Conduct proscribed by former OAR 580-022-0045 (see below) or
  - c. Failure to perform the responsibilities of an academic staff member, arising out of a particular assignment, toward students, toward the faculty member's academic discipline, toward colleagues or toward the institution in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities and protecting the health and safety of persons in the institutional community.
2. Evidence to demonstrate cause under the standard set forth in subsection 1.c. of this definition of "cause" may include, but is not limited to, evidence of incompetence; gross inefficiency; default of academic integrity in teaching, research or scholarship; intentional or habitual neglect of duty and failure to perform adequately for medical reasons.
3. For just cause related to a faculty member's sexual harassment or discrimination, the parties acknowledge that specific legal rights of confidentiality for students will also have to be honored.
4. Proscribed Conduct 580-022-0045. Procedures to impose applicable sanctions may be instituted against any person engaging in any of the following proscribed conduct:
  - a. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other institutional activities, including the institution's public service functions or other authorized activities on institutionally owned or controlled property;

- b. Obstruction or disruption interfering with freedom of movement, either pedestrian or vehicular, on institutionally owned or controlled property;
- c. Possession or use of explosives, dangerous chemicals, or other dangerous weapons or instrumentalities on institutionally owned or controlled property, unless authorized by law, Board, or institutional rules or policies;
- d. Detention or physical abuse of any person or conduct intended to threaten imminent bodily harm or endanger the health of any person on any institutionally owned or controlled property;
- e. Malicious damage, misuse or theft of institutional property, or the property of any other person where such property is located on institutionally owned or controlled property, or, regardless of location, is in the care, custody or control of an institution;
- f. Refusal by any person while on institutional property to comply with an order of the president or appropriate authorized official to leave such premises because of conduct proscribed by this rule when such conduct constitutes a danger to personal safety, property, educational, or other appropriate institutional activities on such premises;
- g. Unauthorized entry to or use of institutional facilities, including buildings and grounds;
- h. Illegal use, possession, or distribution of drugs on institutionally owned or controlled property;
- i. Inciting others to engage in any of the conduct or to perform any of the acts prohibited herein. Inciting means that advocacy of proscribed conduct that calls on the person or persons addressed for imminent action, and is coupled with a reasonable apprehension of imminent danger to the functions and purposes of the institution, including the safety of persons, and the protection of its property;
- j. Violating the Board's Policy for Intercollegiate Athletics as described in Section 8 of the Internal Management Directives, specifically including the subsection thereof entitled Code of Ethics.

**Section B. Exceptions.** Some allegations against faculty members must be investigated in accordance with applicable laws and guidelines, and in those cases, the procedures of this Article will be preempted by those laws. These include discrimination and harassment as proscribed by Title VII of the Civil Rights Act of 1964, sexual assault, sexual discrimination or harassment as proscribed in Title IX of Education Amendments of 1972, and mandatory reporting of abuse of minors (ORS 419 B.010). This Article shall apply to all other situations which may require disciplinary action or sanctions.

### **Section C. Progressive Discipline and Sanctions.**

1. Progressive discipline may include oral and written instruction to the faculty member for actions or inactions whenever possible. When sanctions are warranted, possible sanctions shall include oral reprimand, written reprimand, suspension with or without pay, temporary suspension (with or without pay) or removal from the assignment for which the faculty member is failing to meet professional obligations, and discharge.

While progressive discipline and sanctions shall be the core philosophy of the University, the actions above need not be sequential. Normally, corrective action will be progressive; however, sanctions may be initiated at any step in the process at the University's discretion, depending on the performance problem, the type of conduct, or the nature of the offense involved. Generally, more severe sanctions may be imposed in situations where there is immediate danger to the university community or an established history of disciplinary problems.

2. Procedures for the Imposition of Progressive Discipline and Sanctions.

In many situations, an issue may arise for which the best course of action is simply an informal meeting between the faculty member and their administrative supervisor where problems may be discussed and plans made to

improve performance issues. Regular dialogue between faculty and their administrative supervisor is key in this process. Should an issue not be resolved in an informal meeting or the severity of the issue necessitates, the administrative supervisor may proceed with disciplinary action.

Faculty members have the right to be accompanied by a union representative at any meeting they feel would lead to sanction or disciplinary action (see Article 18, section B.)

a. Oral Reprimand

An oral reprimand may be issued to a faculty member and should be considered corrective in nature. Such reprimand should occur within thirty (30) university days of the act, or such time that the administrative supervisor would reasonably have knowledge of the act. Every effort should be made to follow an oral reprimand with a written letter of instruction to the faculty member outlining steps to correct behavior or improve performance. The faculty member shall be given five (5) university days to respond in writing to the discipline issued. The faculty member's response shall be included with the supervisor's notations, if any.

This will not become part of a faculty member's personnel file but a record that the oral reprimand was issued may be noted by the supervisor. Failure by the faculty member to address concerns raised by such a meeting or letter of instruction may form the basis of a subsequent sanction.

Any form of discipline or sanction beyond an oral reprimand requires the review of the Director of Human Resources before issuance.

b. Written Reprimand

The sanction of written reprimand may be imposed by the appropriate administrative supervisor if they believe there is cause to warrant the sanction. This sanction, when possible, shall be imposed within thirty (30) university days of the administrative supervisor's knowledge of the act, failure to perform, or condition on which the sanction is based. The written reprimand will outline the behavior or performance that has been found to be unacceptable or unsatisfactory. If the University rules or policies have been violated, those should be cited. It will also include: 1) expectations for future behavior or work performance; 2) required remedial activities that the faculty member must undertake; and, 3) a description of any further disciplinary processes and sanctions that may be pursued if the employee does not improve or repeats the unacceptable behavior.

The faculty member shall be given five (5) university days to respond to the discipline issued, which shall be kept in the personnel file attached to the written reprimand or letter outlining the imposed sanction(s).

A written reprimand becomes part of a faculty member's personnel record and a copy is kept in their regular personnel file. After thirty-six (36) calendar months from the date of a written reprimand, if no further sanction has been imposed against a faculty member related to this cause for sanction, the faculty member may request in writing that the written reprimand be removed from his or her file according to Article 10, Section F.

Any form of discipline that is delivered in writing shall include the following statement: "If you choose to contest this action you have the right to be represented by APSOU and you must file an appeal in accordance with Article 17 Grievance Procedure and Arbitration."

c. Sanctions More Severe than Written Reprimand.

A sanction beyond written reprimand may constitute any of the following: suspension with or without pay, temporary suspension (with or without pay) or removal from the assignment for which the faculty member is failing to meet professional obligations, and discharge.

If the appropriate administrative supervisor believes that a sanction more severe than a written reprimand is called for and the President concurs, a notice of intent to impose severe sanction shall be served in person or by certified mail (with return receipt requested) to the faculty member's address of record with a corresponding email, within ninety (90) university days of the administrative supervisor's knowledge of the act, failure to perform, or condition on which the sanction is based. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s), and proposed sanction.

The notice shall set a date, time and place for a meeting to occur between the appropriate administrative supervisor and faculty member to attempt to reach a satisfactory resolution. This meeting shall be within ten (10) university days from the date of the notice. The notice shall also include a reminder of the faculty member's right to be represented by an available APSOU representative.

If the matter is not satisfactorily resolved, the faculty member shall then have five (5) university days from the date of the meeting in which to notify the Provost that they either wish to use the grievance and arbitration procedures under this Agreement or the hearing procedures under SOU Policy AAD.047 (580-021). Should the faculty member elect the hearing procedures under SOU Policy AAD.047 (580-021), the faculty member shall forfeit their right to the grievance and arbitration procedure of this Agreement.

Should the faculty member elect to use the grievance and arbitration procedures under this Agreement, the Provost shall provide the faculty member an opportunity to refute the alleged acts or omissions or present mitigating circumstances at a date, time and location set forth in the notice, which date and time shall not be less than ten (10) university days from the date faculty member notified the Provost of their election of the grievance and arbitration procedures. In the alternative, the faculty member may choose to forgo the meeting and submit a written response to the alleged acts or omissions. Such written response must be signed and dated by the faculty member and received by the Provost by close of business on the date set for the meeting. Following the meeting or receipt of the written response, the Provost or designee will issue a final written determination as to the proposed sanction within ten (10) university days. This determination may be grieved pursuant to the procedures in Article 17.

After thirty-six (36) calendar months from the date of the imposition of a sanction more severe than written reprimand, if no further sanction has been imposed against a faculty member related to this cause for sanction, the faculty member may request in writing that the notation be removed from his or her file according to Article 10, Section F.

d. Investigatory Suspension

Suspension of a faculty member, with pay or without pay, during the investigation of a potential sanction is based on the severity of the allegation or if immediate harm to the member or others is threatened by the member's continuance. Notice of this action shall be provided to the faculty member in writing at the time of the suspension outlining the reasons for the suspension and proposed length. Prior to issuance of the suspension (with or without pay), the faculty member shall first be given an opportunity to rebut or mitigate the allegation underlying the suspension.

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

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

1. It is the objective of the University and the Association to encourage the fair and equitable resolution of grievances. The parties encourage informal resolution of grievances whenever possible and, to that end, encourage open communication between members and administrators so that resort to formal procedures may not be necessary. Upon request, each party to a grievance shall promptly make available to the other all known relevant facts and information.

2. A grievance is an allegation that there has been a violation, misinterpretation, or improper application of one or more specific articles or subsections of this Agreement. Such grievances must be made in writing. For the informal process (see Section C), an email will suffice but for a formal grievance, the forms in Appendices A through C must be used (see Section D).
  - a. The processes described in this Article are intended to be the sole method used for resolution of grievances alleging violations of this Agreement.
  - b. Allegations regarding violations of the Faculty Constitution or Bylaws must be pursued under the procedures outlined in the Faculty Bylaws, Sections 6.100-6.300.
  - c. Allegations of isolated or individual violations of academic freedom should be pursued under the procedures outlined in the Faculty Bylaws, Section 6.100. Allegations of repeated violations of academic freedom, especially when involving more than one individual, should be pursued under the grievance procedures outlined in this article.
  - d. For all meetings between parties, each party must give a minimum of 48 hours' notice to the other party of all the people who will be attending the meeting. Where the meeting has been set and notice given, and one party proposes to change the list of participants within 48 hours of the meeting, either party may postpone the meeting to a mutually agreed-upon date. Any postponement will toll all subsequent timelines.
  - e. The phrase "represented by the Association" means the presence of the APSOU President, or a designee.

## **Section B, Scope.**

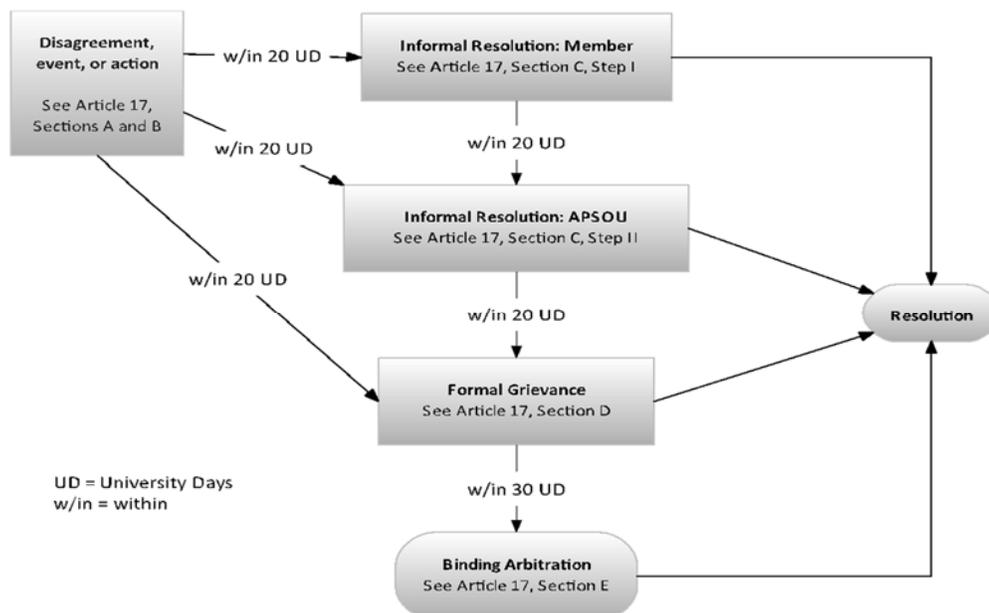
Grievances addressed by this Article must allege a violation, misinterpretation, or improper application of one or more specific articles or subsections of this Agreement and shall not include complaints relating to matters of academic judgment. For the purposes of arbitration, the term "grievance" shall not include complaints related to discrimination on the basis of religion, gender, sexual orientation, race, color, national origin, age, disability, or marital status, since those complaints should be filed with the appropriate University Affirmative Action Officer. Note: sexual harassment is defined as a form of unlawful discrimination.

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

1. A Grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied by APSOU's designated official.
2. APSOU has the right to bring forth a grievance on behalf of groups of its members or its entire membership if it alleges that SOU is violating a part of this Collective Bargaining Agreement. In such cases, the "Grievant" will be the APSOU President (or designee).
3. Time is of the essence in the presentation of grievances. The time limits provided below for the presentation of a grievance are measured from the date of the act, omission, or commencement of condition upon which the grievance is based; or from such later date that the member knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.
4. The parties may mutually agree to modify the time limits in any step of the grievance procedure. Any agreement to modify the time limits must be in writing.
5. If at any step of the grievance procedure, the University fails to issue a response within the specified time limits, the remedy sought by the Grievant shall be granted. If the Grievant or APSOU fails to meet the specified time limits, at any step of the grievance and arbitration procedure, the grievance will be considered withdrawn and it cannot be resubmitted.

6. No member may take a grievance to mediation or arbitration except with the approval and participation of APSOU.
7. All formal grievances, all requests for review, and all arbitration actions shall be submitted on forms attached to this Agreement as Appendices A, B, and C, respectively, and shall be signed by the Grievant.
8. If the matter being grieved relates to an act or omission by the Provost or the President, the grievance may be presented at the Step Two or Step Three, whichever is appropriate, utilizing the grievance form.
9. A grievance may be withdrawn by the Grievant or APSOU at any time.
10. A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement.
11. For all meetings between parties, each party must give a minimum of 48 hours' notice to the other party of all the people who will be attending the meeting. Where the meeting has been set and notice given, and one party proposes to change the list of participants within 48 hours of the meeting, either party may postpone the meeting to a mutually agreed-upon date. Any postponement will toll all subsequent timelines.
12. Neither the University nor the Association shall take reprisals against any member for participating in a grievance procedure.

### Overview of APSOU Dispute Resolution Process



#### Section D, Informal Resolution Procedure.

1. The Grievant and, if needed by the Grievant to facilitate resolution, an available member of APSOU, may present the grievance to the administrator most directly concerned in an attempt to resolve the grievance informally. Such grievance, which may be satisfied by email correspondence, must occur within twenty (20) university days from the time set forth in Section C, 3. If the grievance includes a request for meeting, such meeting must be scheduled within ten (10) university days of receipt. The administrator has ten (10) university days from receipt of grievance or the completion of a meeting (whichever is later) to render a decision in writing. Upon receipt of the administrator's decision, the Grievant has five (5) university days to accomplish one of the following: 1) accept the resolution of the administrator; 2) contact APSOU President (or designee) to continue informal resolution proceedings on the Grievant's behalf; or 3) file a formal grievance. The Grievant must inform the administrator

in writing which option they have chosen to pursue. In absence of communication, the grievance will be presumed resolved.

2. Should the grievant choose to move forward with APSOU representing them in informal resolution proceedings, APSOU shall have twenty (20) university days from the administrator's decision to schedule a meeting with the appropriate administrator, to present the informal grievance. The administrator will then have ten (10) university days to render a decision in writing. The Grievant and APSOU will then have five (5) university days to either accept the decision, or to move forward to a formal grievance.

No complaint resolved during the informal stage shall constitute a precedent for any purpose.

## **Section E, Formal Grievance Procedure.**

If the Grievant chooses not to initiate the informal procedure, or the matter is not satisfactorily resolved by the informal procedure, the following formal grievance procedure may be invoked. If the Grievant prefers to have an APSOU representative present, they should contact an APSOU approved representative from the list posted on the APSOU website (under Policies, with the URL of <http://www.sou.edu/apsou/policies.htm>).

1. **Filing a Formal Grievance:** Formal grievances must be filed by the Grievant or the Association in the President's Office within twenty (20) university days after the last informal decision or, if there is no informal presentation, within twenty (20) university days following the date upon which the members had or could have been reasonably expected to have knowledge of the action, event, or commencement of the condition that is the basis of the grievance. In no case may a formal presentation be initiated more than six (6) months following the date upon which the members had or could have been reasonably expected to have knowledge of the action, event, or commencement of the condition that is the basis of the grievance, unless both parties have expressly agreed to an extension in writing.
2. Formal grievances must be initiated by using the form in Appendix A and a copy must be filed with the APSOU President and the Faculty Senate Chair (to determine whether the venue for resolution lies with the Faculty Senate). Use of this form in no way precludes the submission of other relevant facts later during the grievance and arbitration process. **Formal Grievance Steps:** No person named in item (3) shall hear the grievance at any step below. Any step(s) of the formal grievance procedure may be waived by mutual consent of the parties. A written request from one party and a written confirmation by the other shall constitute mutual consent for such waivers.
3. **Step I. Director level.** The grievance shall be presented on the Grievance Form (Appendix A) to the Grievant's Director of the Division/Center, or his/her designee. The grievance shall set forth the act, omission, or condition on which the grievance is based; the date thereof as precisely as possible; the specific provision(s) of this Agreement alleged to have been violated, misinterpreted, or improperly applied; whether the informal procedure was invoked; and, the remedy sought.

Upon request of either party, the Director of the Division/Center or designee will meet with the Grievant and hear the grievance within twenty (20) university days of receipt of the Grievance Form. The Grievant is entitled to representation by the Association at this meeting. A decision will be rendered in writing to the Grievant, and Association if represented, within ten (10) university days of the meeting, or within ten (10) university days of receiving the Grievance Form if no meeting is held.

4. **Step II. Provost level.** If the Grievant is not satisfied with the decision at Step I, a request for review may be filed with the Provost within five (5) university days of the date of the decision from the Director of the Division/Center. The request for review shall be presented on the Grievance Review Form (Appendix B). Upon request of either party, the Provost, or a designee not hearing the grievance at Step I, shall meet with the Grievant and hear the grievance within ten (10) university days of the receipt of the request for review.. The Grievant is entitled to representation by the Association at this meeting. The Provost will render a decision in writing to the Grievant and Association, if represented, within five (5) university days of the hearing, or within ten (10) university days of receiving the Grievance Review Form if no meeting is held.

5. **Step III. President level.** If the Grievant is not satisfied with the decision at Step II, a request for review may be filed with the President of the University within five (5) university days of the date of the decision from the Provost. The request for review shall be presented on the Grievance Review Form (Appendix B). Upon request of either party, the President, or a designee not hearing the grievance at Steps I or II, will meet with the Grievant and hear the grievance within ten (10) university days. The Grievant is entitled to representation by the Association at this meeting. The President will render a decision in writing to the Grievant and Association, if represented, within ten (10) university days of the hearing, or within ten (10) university days of receiving the Grievance Review Form if no meeting is held.

## Section F, Arbitration.

1. **Arbitration of Grievances.** If the grievance is not resolved at the President's level, only the Association may, within twenty (20) university days of the date of the written response from the President's office, file a Notice of Intent to Arbitrate (Appendix C) with the President and General Counsel of the University. Failure to file the Notice of Intent to Arbitrate within the time limit shall be deemed a waiver of the right to arbitrate.
2. **Mediation.** Upon the filing of the Notice of Intent to Arbitrate, the parties may mutually agree in writing to submit the issue to mediation through the Oregon Employment Relations Board. Agreement to do this must be made in writing by both parties within twenty (20) university days of the date of the Notice of Intent to Arbitrate. If mediation is not mutually agreed upon, the Association may then submit its request to the Oregon Employment Relations Board ("ERB") for a list of arbitrators. If mediation is chosen and fails to resolve the issue, the Association may then submit its request for a list of arbitrators to the ERB within twenty (20) university days of either party declaring in writing to the other party that mediation has failed to resolve the issue.
3. **Selection of an Arbitrator.** Within ten (10) university days of receipt of the list of arbitrators from ERB, the parties shall attempt to mutually agree upon an arbitrator. If the parties are unable to mutually agree upon an arbitrator, the parties shall alternately strike names from the ERB list, with SOU striking first, and the last remaining arbitrator shall be selected as the arbitrator.
4. **Arbitrability.** In any proceeding under this Article, the first matter to be decided is the arbitrator's jurisdiction to act. If arbitrability is in dispute between the parties, the arbitrator shall decide the question of arbitrability first. The issue of arbitrability may be raised with the arbitrator before the date of the arbitration or at the beginning of the arbitration. If raised before the date of the arbitration, the arbitrator shall rule on arbitrability at least thirty (30) calendar days before the date of the arbitration. The arbitrator shall allow each party to submit evidence regarding the question of arbitrability. Upon concluding that the issue is arbitrable, the parties shall normally proceed with the hearing, provided that neither party seeks judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed.

Upon concluding that the arbitrator has no power to act, either party may seek judicial review of the arbitrator's decision as to the jurisdiction and hold the hearing in abeyance until the court decides the issue. Should the conclusion remain that the arbitrator has not power to act; the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

5. **Conduct of the Hearing.** The arbitrator shall hold the hearing in Ashland, Oregon, at Southern Oregon University, unless otherwise agreed to by the parties.

Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the prevailing Labor Arbitration Rules of the American Arbitration Association or, if the parties agree, in accordance with AAA's Expedited Arbitration Rules

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

6. **Authority of the Arbitrator.** The arbitrator derives his or her authority wholly and exclusively from the express terms of this Agreement. The arbitrator shall neither add to, subtract from, nor modify the terms of this Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation of this

Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted.

In cases involving the exercise of “academic judgment,” the arbitrator shall not substitute personal judgment for that of the official making such judgment, but shall confine the determination to whether procedural steps have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of “academic judgment” is involved, the arbitrator shall direct that the appropriate official in accordance with relevant procedural steps reconsider the matter.

7. **Arbitrator’s Decision.** The decision of the arbitrator shall be final and binding upon the parties as to the issue submitted, provided that either party may seek to vacate the decision in accord with applicable law. An arbitrator’s award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than forty (40) university days before the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing unless the parties have agreed to additional time.

The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue submitted.

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

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

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

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

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

Nothing in this section shall be construed to change the current status of presently appointed administrative staff who are not members of the bargaining unit.

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

1. When this Service is Appropriate

Faculty members may request an APSOU approved representative to accompany them to meetings with a supervisor or administrator. However, faculty members are encouraged to resolve an issue in a face-to-face

meeting before calling in a third party. Either party may elect to adjourn and reschedule a meeting for any reason, including for the purpose of requesting an APSOU approved representative.

When the issue involves a tangible employment action, the administrator involved shall notify the faculty member of their right to be accompanied by an APSOU approved representative. A minimum notice of three (3) university days will be given prior to the scheduled date of the meeting unless otherwise mutually agreed upon.

Formal grievance procedures are outlined in the Collective Bargaining Agreement and the Faculty Constitution and Bylaws.

## 2. Protocol

- a. Attempt to resolve issues with an initial one-on-one meeting between the parties involved. If that is not satisfactory or if the faculty member prefers to have an APSOU approved representative present, the faculty member should contact an APSOU approved representative from the list posted on the APSOU web site (under Policies, with the URL of <http://www.sou.edu/apsou/policies.htm>).
- b. If additional faculty members or staff will be participating in such a meeting, a minimum notice of one university day should be given to all parties. The faculty member requesting accompaniment and the administrator calling the meeting are responsible for notifying all of the parties involved.
- c. The APSOU approved representative will not be representing the APSOU Board, but rather will act solely as a support to the faculty member. The APSOU approved representative will function as a witness, a listener and a potential sounding board.
- d. Confidentiality is to be maintained by the administration and faculty leadership throughout the investigative process to the extent permitted by law.

The faculty member and the APSOU approved representative should discuss the type of support the faculty member wishes to receive during the meeting.

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## **Article 19. WORKLOAD**

### **Section A, General Duties.**

The primary responsibilities of all faculty members are: teaching, professional development, and service. Teaching encompasses normal instructional activities beyond the teaching of assigned courses such as academic advising, working with students outside of class, posting and maintaining appropriate office hours, course and curriculum planning, etc. Professional Development includes maintaining currency in the discipline taught. Service includes program and institutional administrative, committee, and student support and retention activities. (See Faculty Bylaws, Section 5.)

In addition, professorial faculty members are expected to participate in scholarly and/or creative activities, including formal research (whether in scholarship of discovery, scholarship of synthesis, scholarship of application, or scholarship of teaching), and in service to the university and beyond the campus, such as in professional organizations or other professionally related public service. (See Faculty Bylaws, Section 5).

### **Section B, Expectations.**

Faculty members on nine-month appointments have a 39-week appointment period. A faculty member on a 1.0 FTE appointment is loaded 45 ELU. Faculty are not hourly employees, but their assignments shall be structured in such a manner that it is reasonable for a competent individual to fulfill the minimum requirements needed for reappointment, promotion and tenure over the full 39-week appointment period. The nature of faculty work prevents one from evenly spreading out the time commitment across the year. Some weeks will entail more time than a standard workweek; some weeks will entail less. When classes are not in session, a faculty member must be able to take advantage of the reduced demands to focus on course preparation, professional development, and scholarship.

The Director(s) and Provost (or designee), in consultation with program faculty and Chair, will determine the loading assigned to individual courses, and adjustments to the overall balance of loading among teaching, service and/or scholarship, as long as they are consistent with this collective bargaining agreement.

1. **Teaching Loading.** Efforts associated with teaching include, but are not limited to, preparation, direct instruction, assessment, and student contact outside of class (office hours, appointments, email). The Program Chair, in consultation with the Director, shall assign 36 instructional ELU to professorial faculty, and, beginning September 16, 2019, 44 ELU to professional faculty on renewable contracts and 45 ELU to professional faculty on non-renewable contracts. When a faculty member and their supervisors agree, course release may be scheduled (e.g., to accomplish administrative tasks). When course release is granted, a report on the outcome(s) of work performed during the release will be submitted as part of the Faculty Professional Annual Report (FPAR).
2. **Service and Scholarship Loading.** Efforts associated with service and scholarship shall amount to 9 ELU for professorial faculty. Efforts associated with service shall amount to 1 ELU for professional faculty on renewable contracts, and is typically designated to programmatic service. Professional faculty on non-renewable contracts are not expected to perform service if teaching 45 ELU. The teaching expectation can be reduced if a professional faculty member provides service. This reduction in teaching expectation shall be indicated as such on the faculty member's non-renewable contract. In general, the service and scholarship expectations for professorial faculty, and the service expectations for professional faculty, shall be that which is consistent with being at least "Acceptable" as defined by the Faculty Bylaws 5.225 and 5.226.

Supervisors of faculty members on split appointments or reassigned to administrative tasks shall work cooperatively in consultation with their Director(s) or the Provost (or designee) to assure the expectations for a faculty member are in keeping with a normal faculty workload.

## Section C, Teaching.

1. **Course Assignment and Loading.** The Director(s) and Provost (or designee), in consultation with the Program Chair or Coordinator and program faculty, will determine courses assigned to a faculty member and loading (ELU) assigned to individual courses consistent with this Article. Individual course loading decisions are made with consideration for discipline-specific best practices, and unique instructional requirements specific to courses such as laboratory sections and writing intensive courses.
2. **Course Loading Guidelines.** This section contains guidelines for assigning appropriate ELU for faculty instructional effort. These guidelines cover typical course situations. However, these must be viewed as guidelines and not dictates due to the variety of instructional settings and pedagogical approaches requiring different levels of development, support, and maintenance. Discussions regarding additional ELU loading for individual courses should occur during the course planning process. The Director(s) and Provost (or designee), in consultation with the Program Chair or Coordinator and program faculty, will determine the ELU associated with each course. Deviations from the guidelines may be recommended by the Director, or Program Chair or Coordinator, and approved by the Provost (or designee) based upon the type of instruction involved, as well as the needs of the program or institution. When additional ELU loading is granted under the following provisions: course development, writing intensive courses, team-taught courses or advising, the faculty member receiving the additional ELU loading will report on the outcome(s) of work performed for the additional loading as part of the Faculty Professional Annual Report (FPAR).
  - a. Normally, one ELU equals one contact hour of lecture, recitation, discussion, etc. For example, a 4-credit course including two 1-hour and 50-minute lectures (~4 hours of lecture) is typically loading at four (4) ELU.
  - b. **Course development:** When program or institutional needs require development of new courses or preparations, major redesigns of existing courses, or preparation for laboratory/studio or online/hybrid courses that justify an unusual amount of extra research and/or preparation, ELU (teaching release or ELU added to the faculty member's bank) may be assigned or a stipend may be paid. Release for course development is not automatic, but shall be determined by the Director(s) and Program Chair or Coordinator in consultation with the Provost (or designee). Any ELU assigned shall be proportional to the anticipated additional effort required (equivalent to approximately 35 hours for the term). A faculty member receiving additional ELU loading under this provision will report on the outcome(s) of work performed for the additional loading as part of the Faculty Professional Annual Report (FPAR).
  - c. **Laboratory and studio courses:** Laboratory and studio sections without a preparatory and with intensive setup and/or management requirements, as determined by the Director, will be loaded one ELU per contact hour of laboratory or studio (e.g., upper division laboratory and studio sections requiring setup by instructor). All other laboratory and studio sections will be loaded 3/4 ELU per contact hour of laboratory or studio (e.g., laboratory and studio sections with a preparatory, laboratory and studio sections subsequent to a section of the same course previously prepared that term). For example, if a faculty member is scheduled to teach three 3-hour labs with the same course number, for which they are responsible for setting up the lab, they would be loaded one ELU per contact hour for the first lab (or 3 ELU in this example) and 3/4 ELU per contact hour for subsequent labs (or 2.25 ELU for the second and third labs in this example). The faculty member would be loaded a total of 7.5 ELU for the three 3-hour labs.
  - d. **Variable credit courses:** When a course is offered for variable credits, the loading will be determined based upon the student credit hours (SCH) where 40 SCH is approximately equivalent to 10 undergraduate students in a 4-credit course. For example, if a variable credit course enrolls 20 students with a total of 30 SCH, the course would load at 3 ELU (or 1/10<sup>th</sup> of the SCH). Alternative course loading as outlined in this section may apply.

When a graduate course is offered for variable credits, the loading will be determined based upon the student credit hours (SCH) where 28 SCH is approximately equivalent to 7 graduate students in a 4-credit course. For example, if a variable credit course enrolls 5 students with a total of 21 SCH, the course would load at 3 ELU for course (or 1/7<sup>th</sup> of the SCH). Alternative course loading as outlined in this section may apply.

- e. Individualized courses: Requests for individualized courses through the irregular registration process are not automatic and the approval of and loading (ELU) for these courses is subject to the approval of the Director, in consultation with the Provost (or designee), with input from Program Chair or Coordinator and faculty member. Sections will be loaded at 0 to 1/5<sup>th</sup> of the normal ELU per student for up to the normal ELU.
- Capstone, practica, thesis and research courses with a high level of instructor time commitment are typically loaded at the 1/5<sup>th</sup>-1/8<sup>th</sup> rate.
  - Reading and conference courses are typically loaded at the 1/10<sup>th</sup> rate.
  - Internships with outside advisors and hard-numbered courses are typically loaded at the 1/10<sup>th</sup>-1/15<sup>th</sup> rate.
  - In some cases, where the efforts of the faculty member are negligible or the faculty member is compensated in another manner, courses may carry 0 ELU loading.

A Director is responsible for working with the faculty member, in consultation with the Program Chair or Coordinator, to determine the appropriate loading. For irregular registrations, the ELU loading for such courses are documented on the irregular registration form through the Enrollment Services Center.

- f. Online courses: Hybrid or online courses will be loaded similarly to traditionally delivered courses and all other loading guidelines in this Article will apply.
- g. Low enrollment courses: Undergraduate courses are subject to cancellation when enrollments fall below 10. If a course is cancelled for this reason, the faculty member may be offered the opportunity to maintain full FTE during that term. If it is necessary to offer a low enrolled course, ELU loading for sections with fewer than ten students are typically reduced at a rate of 1.25% for each percentage point below 90% enrollment. The number of students is determined by the enrollment at the end of the 4<sup>th</sup> week of the term. For example, if a course is normally loaded at 4 ELU, then a low enrolled section will be loaded at 4 ELU for nine or more students and 3.5 ELU for eight students  $[(8/10 * 100 - 90) \times 0.0125 \times 4 = -0.5$  reduction in ELU]. A 2-credit course that runs with five students would load at 1.0 ELU  $[(5/10 * 100 - 90) \times 0.0125 \times 2 = -1.0$  reduction in ELU]. Fractional ELU are possible.

Although for scheduling purposes, programs should target 10 or greater students per course, graduate courses are subject to cancellation when enrollments fall below 7. If it is necessary to offer a low enrolled course, ELU loading for sections with fewer than seven students are typically reduced at a rate of 1.25% for each percentage point below 90% enrollment. The number of students is determined by the enrollment at the end of the 4<sup>th</sup> week of the term. For example, if a course is normally loaded at 4 ELU, then a low enrolled section will be loaded at 4 ELU for seven or more graduate students, 3.79 ELU for six students  $[(6/7 * 100 - 90) \times 0.0125 \times 4 = -0.21$  reduction in ELU], 2.36 ELU for four graduate students, etc. Fractional ELU are possible.

Undergraduate and graduate courses enrolling less than five and four students respectively, are typically offered through irregular registrations and loaded according to section C.2.e.

- h. High instructional demand courses: Program or institutional needs may place an unusually high demand on instructional time. For example:
- Courses requiring significant student contact outside of class, such as weekly meetings to oversee individual or small group assignments, or mentoring graduate projects in 400/500 or 500-only courses.
  - Courses requiring frequent critical review and/or feedback, such as writing-intensive courses.
  - Courses requiring extensive preparation during the term, such as community-based learning courses that require ongoing coordination with multiple outside agencies.

- Large enrollment courses where the added enrollment significantly increases time spent on grading assessments and/or with students out of class. [Note the intent here is to address courses which are designed and anticipated to be large, not for courses which are enrolled at higher enrollments than originally anticipated; see (i) below.]
- Courses with formats or delivery methods that require significant additional preparation or student contact throughout the term, such as highly individualized courses or some hybrid and online courses.

Assigning additional ELU for high demand courses is not automatic, but shall be determined by the Director in consultation with the Provost (or designee) with input from the Program Chair or Coordinator and faculty member. Additional ELU awarded shall be proportional to the anticipated additional effort required (equivalent to approximately 35 hours of work).

- Over-enrolled courses: Courses are over-enrolled when enrollment exceeds the class size maximum, as established by the Class Maximums document (see below). Over-enrollments will be credited ELU when they exceed 110% of the Class Maximum. If the 4<sup>th</sup> week enrollment is less than or equal to 110% of the class maximum, no additional ELU shall be awarded. If a course is more than 10% over-enrolled, then additional ELU shall be awarded at a rate of 2.5% for each percentage point above 110% enrollment. For example, if a 4-credit course with a Class Maximum of 30 students enrolls 33 students, or less, no additional ELU is assigned. If this course enrolls 35 students, then this course would be loaded at 4.67 ELU  $[(35/30 * 100 - 110) \times 0.025 \times 4 = 0.67 \text{ additional ELU}]$ .

Class Maximums will be established by each program for each class in the program's curriculum. After considering best practices and pedagogy for the course delivery, enrollment patterns over previous years, and facility constraints, programs can propose updated maximums. Programs or Directors can propose updated maximums. After consultation with Program Chairs or Coordinators and Directors, the Class Maximums will be approved by the Provost (or designee). After establishment of the maximums, instructors may choose to increase their maximums without additional loading, if, for example, they change the pedagogy for the course. Decreases to class maximums will be assessed by the appropriate Director(s) with the Program Chair's or Coordinator's support. All requests are subject to final approval by the Provost (or designee).

- Writing intensive courses: Courses deemed "Writing Intensive" are those courses for whom a significant and integral portion of the course is accomplished through various types of writing, and for whom a central measure of student success in the course is determined by an evaluation of student writing. Such courses should aim to expect approximately 15-20 pages of student writing, and are courses that require substantial instructor feedback informing the drafting, writing, and revision of student work. Courses designated as writing intensive may receive additional ELU loading (see "h."). High instructional demand courses") or may have a lower student enrollment maximum than otherwise expected. A faculty member receiving additional ELU loading under this provision will report on the outcome(s) of work performed for the additional loading as part of the Faculty Professional Annual Report (FPAR).
- Team-taught courses: Involvement of more than one faculty member in instruction and evaluation can take two extremes (fully integrated versus fully modularized). To the extent that a course exhibits characteristics of both a modularized and integrated format, they shall be loaded at an appropriate balance between the two extremes described below. Loading in all cases shall reflect effort.

Fully integrated: These courses require a high level of coordination among instructors and that all instructors must be present and involved in the majority of the class sessions (e.g. interdisciplinary courses). This method of instruction involves significant effort from all parties. Each faculty member may be awarded up to the normal ELU associated with the course for their participation in the delivery of that course.

Completely modularized: In these courses, each instructor teaches one or more segments or modules that are not necessarily connected to other modules. In this instance, loading would be directly related to time (e.g., one-third of a 3-credit course would be one ELU).

A faculty member receiving additional ELU loading under this provision will report on the outcome(s) of work performed for the additional loading as part of the Faculty Professional Annual Report (FPAR).

- n. Advising: If all 1.0 FTE faculty on renewable contracts in a program are loaded with at least 34 advisees (and appropriately adjusted number of advisees for faculty with reduced FTE), additional ELU will be given for excessive advising loads. Exceptions may exist and, upon the recommendation by the Director, can be approved by the Provost. Faculty members are responsible for the accuracy of their advisee lists in Banner. On February 15, a report of each faculty member's advisees shall be generated, and the following ELU will be awarded for the year:

Advisees	Additional ELU
0-34	0
35-39	0.33
40-44	0.67
45-49	1
50-54	1.33
55-59	1.67
60-64	2

and so on. Each succeeding interval of five advisees would add an additional 0.33 ELU to a faculty member's load for the year.

A faculty member receiving additional ELU loading under this provision will report on the outcome(s) of work performed for the additional loading as part of the Faculty Professional Annual Report (FPAR).

- o. Office hours: Full-time (1.0 FTE) teaching faculty shall establish and maintain a minimum of five (5) regularly scheduled office hours per week. These office hours should reflect the faculty member's mix of online and face-to-face courses being taught. If a faculty member's teaching load consists of all "face-to-face" courses, then three (3) of the 5 hours must be regularly scheduled in their office and the other two hours must be regularly scheduled. As with face-to-face hours, for online hours faculty will explicitly state the time(s) they are available and the technology through which students can contact them.

Those members with less than full-time appointments shall establish minimum office hours in ratio to their part-time appointment. Those faculty members with course releases shall establish minimum office hours in ratio to the number of credits they teach during the term in which the course release is taken to the number of credits in a full-time teaching load.

Before the end of the first week of classes of each term, the faculty member shall provide the Director a schedule of their office hours and copies of all course syllabi for inclusion in the Division's files. The current schedule of office hours is to be posted outside the faculty member's office, in syllabi and other appropriate places accessible to students, such as online for online courses (e.g., Moodle).

- p. Final examinations: Faculty will schedule final examinations for courses during the final exam week; exceptions are to be approved by the Program Chair or Coordinator and Director. Faculty members who do not hold final examinations shall use the times scheduled for such examinations for activities that are reasonably related to pedagogical purposes in the affected courses.

## **Section D, Service.**

Because service activities within the institution and in the community outside the institution benefit the individual faculty member, the institution and the community, faculty members will participate in service activities consistent with the Promotion and Tenure Guidelines found in the Faculty Bylaws (see section Bylaws section 5).

Significant service assignments may require more concentrated effort to complete than a faculty member's normal workload would allow, such as Program Chair, Faculty Senate Chair, University Planning Board Chair, etc. Assigning additional ELU for service activities is not automatic, but shall be determined by the Director in consultation with the

Provost (or designee). Any additional ELU awarded shall be proportional to the anticipated additional effort required (equivalent to approximately 35 hours of work). A faculty member receiving additional ELU loading under this provision will report on the service work performed for the additional loading as part of the Faculty Professional Annual Report (FPAR). Faculty have the right to refuse overloads without repercussion.

## **Section E. Scholarship.**

Significant research, scholarship and/or creative/artistic activities may require more concentrated effort to complete than a faculty member's normal workload would allow, such as meeting a grant deadline, publication or other dissemination opportunity, dissertation deadline, etc.

Assigning additional ELU for scholarly activities is not automatic, but shall be determined by the Director in consultation with the Provost (or designee). Any additional ELU awarded shall be proportional to the anticipated additional effort required (equivalent to approximately 35 hours for the term). A faculty member receiving additional ELU loading under this provision will report on the outcome(s) of work performed for the additional loading as part of the Faculty Professional Annual Report (FPAR).

## **Section F, Overall.**

1. The decisions as to what constitutes acceptable duties in calculating workload shall be made within the programs and divisions. A faculty member's Director and Provost (or designee), in consultation with the faculty member, will determine an individual faculty member's loading.

A faculty member who is interested and available to teach overload courses shall provide advance notification to their program chair for consideration in scheduling. Whenever possible, the faculty member should be assigned the overload course. A faculty member on sabbatical leave (during the term on sabbatical), or on a release for receiving a research grant, or funded research time release, or who has requested and received a reduction in the assigned teaching workload, is not eligible to teach overload courses except with the written permission of the Provost (or designee). In any one academic year, a faculty member's overload should not exceed the equivalent of 5 ELUs per term, and limited to 10 ELUs per academic year (without prior approval by their Division Director).

2. Directors shall maintain a "banking system" that allows faculty members to balance overloads and underloads (primarily due to situations described in Section C, 2.a.-l.) from year to year.
  - a. Overloads: Overloads add to a faculty member's "bank balance." However, faculty may accumulate a maximum of six (6) ELU per year in addition to what may already exist in their bank. Faculty members will ordinarily withdraw positive balances in the form of future course release or payout at the OCR rate. If a faculty member is teaching a course as an overload, the faculty member can be financially compensated at the overload compensation rate (OCR, see Article 12 for rate amount) during the term in which the course is taught. In this case, the associated ELU is not added to their bank balance. Faculty have the right to refuse overloads, without repercussion. Bank balances will be shared with faculty members before the end of each academic year. If a faculty member's bank balance exceeds 2 ELU and no course release has been scheduled for the following year, or an agreement approved by the Provost (or designee) to use the banked ELU in the following year, the bank balance will be reduced to a maximum of 2 ELU at the close of the academic year.
  - b. Underloads: Underloads reduce a faculty member's "bank balance." When a faculty member accumulates an ELU balance of negative 2 or less, a plan to address this deficit will be developed. Whenever possible, the plan should be developed within the term of the deficit, along with the corresponding action. Occasionally, university or program needs may result in assigning a faculty member administrative tasks commensurate with the load reduction. In this case, the associated ELU is not deducted from their balance.
  - c. Reconciliation of bank balance at end of employment: When a faculty member ends employment at SOU for any reason – their bank balance must be reconciled to 0, using the OCR rate. If the faculty member ends with a positive balance they will be paid out at the OCR rate. If the faculty member ends with a negative balance they will be charged this amount at the OCR rate.

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## Article 20. WORKING CONDITIONS

### Section A, Working Environment.

#### 1. General

The University is committed to providing a safe and functional working environment that enables faculty to carry out their duties as described in section A. Further, the University recognizes the existence and importance of family and personal responsibilities and works with faculty members to respond to these needs. For information on workplace flexibility please see the Office of Human Resources web site at:

<http://www.sou.edu/hrs/workplace-flexibility.html>.

#### 2. Safety

The University will provide a place of employment that does not endanger the health or safety of any member of the faculty. Faculty members shall notify the appropriate supervisor of any safety or health hazards observed in the process of carrying out their duties. The University will investigate and take appropriate corrective action.

#### 3. Office/Work Space

The University will provide adequately furnished and equipped office and work space to allow faculty to effectively carry out their duties. Whenever possible, full-time faculty with ongoing appointments should have private offices. When faculty must share offices, they should have individual desks and file space, but may have to share a single computer and phone.

#### 4. Instructional Space

Classrooms and other instructional space should be adequately equipped and pedagogically appropriate to provide an effective instructional environment with minimal external distractions.

#### 5. Research Space (including Lab and Studio Space)

Whenever possible, the University will provide facilities to support faculty research activities. When equipment needs exceed available funds, the University will assist the faculty in applying for grants and other forms of external support.

#### 6. Training

The University will provide appropriate training to enable faculty to carry out their duties. Training will vary depending on the faculty member's assignment, but should include computer training, training on other technology used for instruction, or training to meet legal or mission-specific needs. Some training may be mandated.

#### 7. Access

Faculty should have after-hours access to their office and primary work space(s). The Director, in consultation with the faculty member, will determine the appropriate level of access and keys needed.

## **Section B, Support Staff.**

### 1. Clerical Support

The University will give high priority to providing additional clerical positions in the teaching units. Within budget constraints, strong emphasis will be placed on upgrading those divisions that are determined to have inadequate clerical staffing.

### 2. Other Support Staff

The University will give priority to providing additional support positions in the teaching units. Where faculty are required to perform clerical/lab/computer work, or any other support work not traditionally deemed as teaching, the faculty member will be awarded appropriate release time or credit towards service to the University for the purposes of promotion.

### 3. Extended Absences

In the event that an academic program's support staff is absent for an extended period of time, thus adversely affecting the program's operations, the University will provide assistance during such absence. Requests for such help will be made by the Director and forwarded to the Provost (or designee) with recommendation for action.

## **Section C, Temporary Faculty.**

### 1. Roles, Appointment and Duration

a. Role: Temporary faculty members play an important role in providing (1) staffing flexibility within instructional units and (2) specialized expertise of working professionals.

#### b. Appointment Rank:

(1) Adjunct, affiliate, and visiting faculty members are awarded temporary appointments at professional and professorial ranks and hired on term-to-term or fixed term appointments based on the requirements of the position and the criteria in Faculty Bylaws 5.100.

(2) Lecturers are individuals with terminal degree (or its professional equivalent for certain adjunct appointments) who have assignments that include significant mentoring and advising responsibilities and a significant measure of responsibility for graduate education. Lecturer assignments may also include upper division instruction.

#### c. Appointment Types:

(1) Term-to-term appointments are one-term appointments used to hire instructors for specific courses to accommodate (1) enrollment fluctuations, (2) temporary replacements for faculty with ongoing appointments, or (3) temporary vacancies. ELU may vary from term-to-term, possibly as much as 0-16 ELU. Salary is normally paid on a per ELU basis.

(2) Fixed term appointments (normally one-year) are used when there is a clear expectation of a full or part-time position being needed during successive terms in an academic year. ELU may fluctuate from term to term, but must total the correct amount for the faculty member's rank.

d. After a position has been filled with temporary appointments for two (2) consecutive years, the position should be evaluated and a plan developed to either establish a renewable position and search for an appropriate candidate or discontinue the temporary position. Such a plan shall not exceed two (2) additional years.

- e. APSOU eligibility: Temporary faculty members may be eligible for inclusion in the bargaining unit (see Article 3, Sections B and C).

2. Recognition

The efforts of temporary faculty members should be recognized for their contributions to the University and their performance should be regularly evaluated. Temporary faculty members should be encouraged to participate actively in the life of whichever programs they are affiliated. In addition, to the degree practicable, temporary faculty members should be encouraged to participate in curricular decisions in those instructional areas where they have expertise.

**Section D, Academic Regalia.**

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

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**Article 21. NOTICES AND COMMUNICATIONS**

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

FOR THE ASSOCIATION:  
President  
Association of Professors  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520

FOR THE UNIVERSITY:  
President  
Southern Oregon University  
1250 Siskiyou Boulevard  
Ashland, Oregon 97520

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

**Section A, Institutional Information.**

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

When, in the University’s judgment, there is a change to an existing University Policy or the need to create a new University Policy that involves employment relations as defined in ORS 243.650, the University will post the changes or the new policy on its website for a minimum of fourteen (14) days to allow for community comment. During this time, APSOU may file a demand to bargain.

**Section B, Periodic Informational Reports.**

On or before each January 15, April 15, and October 15, the University will provide the Association, without cost to the Association, a spreadsheet indicating all current Association members plus any faculty member who was an Association member in the previous period which includes the following information: name, home Division, home Program, highest degree earned, academic rank, years in rank (YIR), current FTE, current base salary, current CIP code, current CIP salary adjustment, total appointment salary, and employee contract type.

On or before each September 1, the University will provide the Association, without cost to the Association, a spreadsheet indicating all Association members with summer contracts (except irregular employment actions agreements (IEA’s)) that includes the following information: name, number of ELU assigned, the class(es) and/or tasks for which the ELU is assigned, indication of secondary course offerings, the previous fiscal year salary base, and the total salary of the summer appointment.

On or before each September 1, the University will provide the Association with:

- 1) A report of the University Operating Budget for the current fiscal year
- 2) A report of the aggregate or detailed expenditures of monies allocated in the previous fiscal year through Article 9 of this Agreement
- 3) A faculty staffing report to include:
  - a. status report on previous year's non-renewable yearlong appointments including instructor's name, assigned program, and number of years in appointment and future plans for position
  - b. snapshot of anticipated sabbaticals for upcoming year, and
  - c. projected minimum term-by-term professional and professorial rates.
- 4) At an appropriate time during the year, an annual statement on the status of current relinquishments including relinquishment benefits will be provided to the Association.

On or before February 15 of each year, the administration will make available the data and calculations governing chair release for the following year as described in Article 8.

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## **Article 22. TOTALITY OF AGREEMENT**

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

Therefore, the Association and the University, during the term of this Agreement, agree that the other shall not be obligated to bargain collectively on any subject or matter covered by this Agreement unless by mutual agreement of both parties.

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## **Article 23. SEPARABILITY**

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

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## **Article 24. NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purposes of negotiating a successor Agreement, APSOU and the University will meet in the month of April, 2021, to begin negotiations of a Successor Agreement. APSOU will send written notice to the University within ten (10) university days after the meeting specifying those subjects, sections, or articles it proposes to open for negotiations. Ten (10) university days after the University receives APSOU's request, the University will send written notice to APSOU specifying those subjects, sections or articles it proposes for negotiations. Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall automatically become part of any Successor Agreement. Negotiations of the Successor Agreement shall begin no later than ten (10) university days after APSOU receives the University's notification, or such date thereafter as may be mutually agreed upon by the parties.

The terms of the 2018-21 CBA remain in effect until the completion of bargaining the successor agreement or until the dispute resolution procedures governing negotiations described in ORS 243.712-ORS 243.726 are completed.

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## **Article 25. COPIES OF AGREEMENT**

Within twenty (20) university days of the signing of this Agreement, the University will provide APSOU with a signed copy of the Agreement. APSOU will make an electronic copy available to all members. The University will also post an electronic copy on the Provost's webpage.

**Article 26. TERM OF AGREEMENT**

This Agreement shall be in full force and effect from the date of ratification by both parties to and including August 31, 2021.

FOR THE UNIVERSITY:



Linda Schott, President



Susan Walsh, Provost and Vice President for Academic Affairs



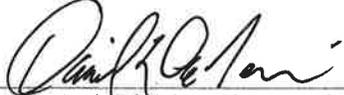
Greg Perkinson, Vice President for Finance and Administration



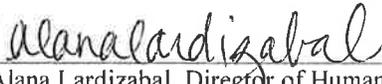
Brian Caufield, SOU Chief Negotiator



Karen Stone, Associate Vice President for Academic Resource Management



Dan DeNeui, Division Director of Social Sciences



Alana Lardizabal, Director of Human Resources



Josh Lovern, Interim Budget Program Manager

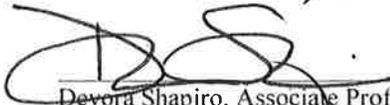
FOR THE ASSOCIATION:



David Carter, Chief Negotiator, Associate Professor of Criminology & Criminal Justice



Kemble Yates, Professor of Mathematics



Devora Shapiro, Associate Professor of Philosophy



Vicki Purslow, Professor of Music



Brian Stonelake, Senior Instructor I of Mathematics

Dated: April 30<sup>th</sup>, 2019

## Appendix A: Grievance Form

Grievance Form:

Name of employee(s) grieving: \_\_\_\_\_

Preferred contact information of Grievant(s), including phone number(s), address(es), and e-mail address(es): \_\_\_\_\_

Date(s) alleged grievance occurred: \_\_\_\_\_

Name(s) of administrator(s) involved in violation of Agreement on which grievance is based:

\_\_\_\_\_

Article and Sections of Agreement which were violated (quote specific language):

\_\_\_\_\_

Summary and explanation of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Was Informal Procedure invoked?    Yes \_\_\_    No \_\_\_

Summary of attempts at resolution, including with whom and when: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witnesses: \_\_\_\_\_

Documents (identify and attach): \_\_\_\_\_

Remedy requested: \_\_\_\_\_

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

Signature(s) of Grievant(s): \_\_\_\_\_

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

NOTE: Copies of this form must also be sent to the SOU President and Provost, the APSOU President and President-Elect, and the Faculty Senate President.

**Appendix B: Grievance Review Form**

**I am not satisfied with the decision made at Step (1) or (2) [circle appropriate choice], and want my grievance to move to Step (2) or (3) [circle appropriate choice].**

**I have attached a copy of the original Grievance Form, plus the written decision(s) made at the previous Step(s).**

**Please check one of the boxes below:**

- I do not request a meeting. Please issue your written response to this matter within 10 university days from today's date, \_\_\_\_\_ [Print date].
- I request a meeting. Please schedule a meeting with me to discuss resolution of this matter within 10 university days from today's date, \_\_\_\_\_ [Print date].

Grievant's Signature: \_\_\_\_\_

Filing Date: \_\_\_\_\_

Filed with: \_\_\_\_\_

NOTE: Copies of this form must also be sent to the SOU President and Provost, and the APSOU President and President-Elect.

**Appendix C: Notice of Intent to Arbitrate Form**

The Associated Professors of Southern Oregon University gives notice of its intent to proceed to arbitration concerning the grievance of:

\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_, which was not resolved satisfactorily at Step III of the grievance procedure.

The following statement of the issue to be presented for arbitration is proposed:

Name: \_\_\_\_\_  
Authorized Representative, Associated Professors of Southern Oregon University

Signature: \_\_\_\_\_; Date: \_\_\_\_\_

I hereby authorize the Association of Professors of Southern Oregon University to proceed to arbitration of my grievance and to use copies of material(s) in my personnel file, which are pertinent to this grievance

**Grievant's name:** \_\_\_\_\_

Grievant's signature: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE Copies of this form must be filed with the SOU President and the SOU General Counsel.

# MEMORANDUM OF AGREEMENT

Between

Southern Oregon University

And

The Association of Professors, Southern Oregon University

SOU and APSOU acknowledge that there have been changes to functions within the University's Student Information System ("Banner") that require revision to how the University utilizes the data fields within Banner associated with designating faculty members as student advisors. As a result, within ninety (90) calendar days from the date of ratification of this Agreement, SOU and APSOU will meet and confer over how advisors are counted for assignment of additional ELU pursuant to Article 19.C.2.1.

# MEMORANDUM OF AGREEMENT

Between

Southern Oregon University

And

The Association of Professors, Southern Oregon University

SOU and APSOU recognize that service and evaluation expectations for professional faculty must fit within the totality of service and teaching outlined within this Agreement

Pursuant to the terms of Article 6 of this Agreement relating to inconsistencies between this Agreement and the Faculty Bylaws and Constitution, for evaluation purposes (including promotion), the Administration and faculty members participating in the evaluation process will not hold professional faculty accountable for service expectations as currently outlined in Section 5: Faculty, of the Faculty Bylaws and Constitution. Instead, professional faculty will be accountable for service equivalent to 45 ELU minus their teaching load for each academic year.

Within ninety (90) calendar days from the date of ratification of this Agreement, the Provost shall establish an Ad Hoc University Committee, as outlined in Section 1.150 of the Bylaws of the SOU Faculty Constitution, to review the Faculty Bylaws and Constitution for revision to any inconsistencies found between this Agreement and the Faculty Bylaws and Constitution.