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**ARTICLE 1.  
RECOGNITION**

Pursuant to the memorandum of understanding entered into by the parties on April 24, 2012, the certification by the Oregon Employment Relations Board dated April 27, 2012, and subsequent agreements, the University recognizes the Union as the sole and exclusive representative of all members of the bargaining unit described as: all full-time and part-time research and instructional faculty employed by the University of Oregon, which includes tenure-related faculty, non-tenure-track faculty, adjunct faculty, post-retired or emeritus faculty, library faculty, and officers of research, including research assistants, research associates, and postdoctoral scholars, but excluding (1) all supervisors, including but not limited to the President, the Provost, Vice Presidents, Vice Provosts, Associate Vice Provosts, Assistant Vice Provosts, Deans, Associate Deans, Assistant Deans and Department Heads; (2) all Law School faculty; (3) all EC Cares faculty; and (4) all confidential employees.

The University will send the union a report listing all faculty excluded from the bargaining unit each quarter on ~~October 1, January 1, April 1, and July 1.~~ August 1, November 1, February 1, and May 1.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement (“MOU”) is entered into by and between United Academics of the University of Oregon, AAUP/AFT, AFL-CIO (“UA”) and the University of Oregon (“University”), collectively referred to as “the parties,” for the purpose of providing an exception to Article 1 of the current Collective Bargaining Agreement (“CBA”) between the parties.

**Whereas**, Article 1, Recognition, details which faculty members are included within the bargaining unit represented by UA; and

**Whereas**, the University occasionally employs individuals to perform faculty duties for limited duration; and

**Whereas**, fulfilling the requirements of the CBA with regard to these limited duration employees is unduly burdensome on the University; and

**Whereas**, the parties believe that crafting a temporary exception to the recognition language in Article 1 of the CBA allows both parties to assess the impact of the removal of this employee group from the bargaining unit.

**NOW THEREFORE**, the parties agree to the following:

1. Except as provided below, all faculty holding appointments for six weeks or less are excluded from the UA bargaining unit for the duration of this MOU.
2. The following faculty with appointments for six weeks or less shall not be excluded from the bargaining unit by operation of this MOU:
  - a. Faculty holding summer session appointments
  - b. Faculty hired to replace striking graduate teaching fellows
3. A faculty member holding multiple short-term appointments goes into the bargaining unit at the point in which they cumulatively have worked more than six weeks in an academic year.

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

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

**Sunset Date.** The parties agree that this MOU shall terminate on June 30, 2017, unless otherwise extended by mutual, written agreement executed by representatives with authority to bind the University and UA.

**Entire Agreement.** The parties agree that this MOU constitutes the entire agreement between the parties on the matters discussed herein. This MOU fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter contained in this MOU. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

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

FOR THE EMPLOYER

FOR THE UA

\_\_\_\_\_  
Frances Bronet                          Date  
Acting Senior Vice President and  
Provost

\_\_\_\_\_  
Michael Dreiling                          Date  
President

\_\_\_\_\_  
Bill Brady                          Date  
Senior Director, Employee and  
Labor Relations

\_\_\_\_\_  
David Cecil                          Date  
Executive Director