

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF OREGON
AND
UNITED ACADEMICS OF THE UNIVERSITY OF OREGON
AAUP/AFT, AFL-CIO**

This Memorandum of Understanding (“MOU”) is between the United Academics of the University of Oregon, AAUP/AFT, AFL-CIO (“Union”) and the University of Oregon (“University”).

WHEREAS, the Union and University agreed during the course of bargaining for the 2015-2018 collective bargaining agreement that the University would undertake an equity study of tenured and tenure-track faculty; and

WHEREAS, Article 26, Section 11 of the collective bargaining agreement between the parties states “The parties agree to work in good faith toward a memorandum of understanding that will provide a mechanism for the university to study salary equity issues related to gender and other protected classes within the Tenured and Tenure-Track faculty ranks.”; and

WHEREAS, the parties have met and have agreed to a set of parameters for the above-referenced equity study; and

NOW THEREFORE, the parties agree to be bound for the term of this Agreement by the following process for undertaking an equity study for tenured and tenure-track faculty.

1. **Outside Consultant.** During the 2016-2017 academic year, the University shall issue a “Request for Proposal” seeking an external consultant with experience in equity studies within higher education. The Union shall have an opportunity to participate in the consultant selection process (e.g. reviewing proposals, viewing presentations) and provide recommendations to the University as to its preference for a consultant. The parties agree that the University has final authority to select the vendor of its choice.

2. **Study Parameters.** The parties will defer to the expertise of the outside consultant in designing a study that incorporates industry-wide best practices for evaluating whether salary inequities exist within the tenured and tenure-track faculty. The parties agree to work with the outside consultant to explore a study that seeks to determine if racial, ethnic or gender inequities exist that cannot be explained by legitimate, non-discriminatory reasons such as performance, years of experience, education, specialization within a field of study, academic awards, or retention offers. The parties further agree to explore with the outside consultant how the study could be designed, taking into account, when feasible, base salaries, retention offers, start up packages, and other financial incentives. The study’s parameters ultimately shall be decided by the University, with input from the Union.

3. **Access to Faculty Information.** The parties expressly agree that the consultant will have access to demographic, salary, and other relevant faculty information in order to complete the equity study.

4. **Study Results.** The parties agree that they expect the study to be completed by January 2018. The University agrees to provide the Union a summary of the findings of the equity study. The summary will include anonymized, aggregate data as to salaries, gender, race, and ethnicity. Additionally, the University will provide anonymized, aggregated information at an institutional level related to the study's results. Within 60 days of the delivery of the summary to the Union, the parties agree to meet and confer to discuss the study's findings and related recommendations.

5. **Disputes arising under this Agreement.** Terms used in this Agreement shall be interpreted consistently with how the same terms are interpreted under the CBA, to the extent applicable. Any disputes concerning the meaning, interpretation or application of this Agreement shall be resolved through final and binding arbitration as described in Article 23 of the CBA.

6. **Duration of Agreement.** This Agreement will terminate 60 days after the delivery of a summary report of findings to the Union as described in Section 4 of this MOU. This Agreement may be extended by mutual agreement of the parties.

FOR THE UNION:


Name: Michael Drailing Date: 1-26-2017

FOR THE UNIVERSITY:


Name: Scott Coltrane Date: 2-17-17