## UNIVERSITY OF OREGON COUNTERPROPOSAL (5/16/2024)

UNITED ACADEMICS COUNTERPROPOSAL (4/18/2024) UNIVERSITY OF OREGON COUNTERPROPOSAL (3/14/2024) UNITED ACADEMICS PROPOSAL (2/29/2024)

ARTICLE 26. SALARY

Section 1. Merit Increases. In addition to the meritorious salary increases associated with successful promotion, tenure, and six-year-post-tenure, and career continuous employment

**Document Key** UA new | UA deletion | UO new | UO deletion | Accepted | Deleted | Status Quo | Restored

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> reviews, the University will establish a unit-based pools of 3% 6% for salary increases to be distributed solely as merit to bargaining unit faculty members in the Career and Tenure-Track and Tenured classifications as follows:

Classification Tenure-Track and Tenured Career January 1,  $2\overline{025}$ 3% 3% January 1, 2026 3% 3% January 1, 2027 3% 3%

Total unit-based pool amounts will be determined based on the total base salary (prorated for FTE) for eligible faculty members in each group as of October 31 preceding the increase date. 2023 2026 and increases will be effective January 1, 2024 2027.

a. Eligibility: To be eligible for merit, the faculty member must have an appointment on or before July 1 preceding the increase date, 2023 2026. Merit reviews will be based on the work performed by the faculty member since the faculty member's last merit review or since the faculty member's start date, if the faculty member was hired during the last review period, and may take into account the length of service over the review period. Units may establish different reviews period review periods in their respective unit level policies.

**b.** Distribution: Merit distributions should be given as a percentage of base salary, irrespective of FTE in any given review period, and not as a flat dollar amount, unless the unit has Office of the Provost approval for the distribution. Unit level merit policies must include criteria for determining whether faculty members exceed, meet, or do not meet expectations in teaching, service, and research, as applicable, and a methodology for determining when faculty meet expectations overall based on their ratings in those areas.

Section 2. Limited Duration Continuing Appointment Increases. Bargaining unit faculty members in the Pro Tem, Visiting, and Retired classifications who both hold an appointment on the corresponding increase date specified in Section 1 and also held an appointment in the academic and/or fiscal year preceding the corresponding increase date, shall receive an increase

to base salary of 2% on the corresponding increase date.

January 2022 2025 Across the Board Increase. Eligible bargaining unit faculty members will receive a 5% 9.4% 9.18% increase to base salary effective January 1, 2022 2025. Eligible bargaining unit faculty members are those with an appointment as of October 31, 2021 2024.

Section 2. January 2023 2026 Across the Board Increases. Eligible bargaining unit faculty members will receive a 2% 4.4% 4.3% increase to base salary effective January 1, 2023 2026. Eligible bargaining unit faculty members are those with an appointment as of October 31, 2022 2025. In addition, the University will establish a pool of 2.5% 2.44% of bargaining unit faculty salaries to address external equity issues, and a unit-based pool of 2.5% 2.44% to address internal equity issues. Total pool amounts will be determined by the total base salary (prorated for FTE) for eligible faculty members in each group as of October 31, 2025. All equity-based salary increases will be effective January 1, 2026. Any funds from the equity pools that are not allocated as equity raises or for units/ranks for which there is no comparator data will be distributed as across the board raises of 2.5% 2.44%.

a. External equity: "External equity" issues refer to the pattern of differences between average salaries for units (by rank) at the University and average salaries for similar units/ranks at other public universities in the Association of American Universities. The Joint Committee on Equity (see Section 13) shall be responsible for constructing policies and procedures for guiding the distribution of monies in the external equity raise pool to address this pattern of differences according to the following principles: The goal of these raises is to increase by the most the average salaries of those faculty in units/ranks that are farthest from their AAU public comparators. If the pool is insufficient to raise all unit/rank averages to the external comparator levels, the Joint Committee shall prioritize increases for those units/ranks that are farthest from the comparators. Within units/ranks, raises shall prioritize those most underpaid in comparison to external comparators.

 b. Internal equity: "Internal equity" issues refer to a pattern of differences, including compression and inversion among salaries within units and time in rank. The Joint Committee on Equity (see Section 13) shall be responsible for constructing policies and procedures to guide the distribution of monies in the internal equity raise pool. In determining differences in pay, the Joint Committee will account for the University Senate's study on service, situations of protected classes of faculty, and the Oregon Equal Pay Act. Processes shall include appropriate data analysis, contract and CV reviews, and interviews as necessary.

Section 3. January Merit Increases. Eligible bargaining unit faculty members will receive a 3.4% increase to base salary effective January 1, 2027. Eligible bargaining unit faculty members are those with an appointment as of October 31, 2026. In addition to the meritorious salary increases associated with successful promotion, tenure, and six-year post-tenure, and cCareer continuous employment reviews, the University will establish a unit-based pools of 3% 6% 5.78% for salary increases to be distributed solely as merit to bargaining unit faculty members in the Career and Tenure-Track and Tenured classifications as follows:. Total unit-based pool amounts will be determined based on the total base salary (prorated for FTE) for eligible faculty

members in each group as of October 31, preceding the increase date. 2023 2026 and increases will be effective January 1, 2024 2027.

a. Eligibility: To be eligible for merit, the faculty member must have an appointment on or before July 1, preceding the increase date, 2023-2026. Merit reviews will be based on the work performed by the faculty member since the faculty member's last merit review or since the faculty member's start date, if the faculty member was hired during the last review period, and may take into account the length of service over the review period. Units may establish different reviews period review periods in their respective unit level policies.

b. Distribution: Merit distributions should be given as a percentage of base salary, irrespective of FTE in any given review period, and not as a flat dollar amount, unless the unit has Office of the Provost approval for the distribution. Unit level merit policies must include criteria for determining whether faculty members exceed, meet, or do not meet expectations in teaching, service, and research, as applicable, and a methodology for determining when faculty meet expectations overall based on their ratings in those areas. Merit determinations may not be grieved except for specific allegations of process error(s) or prohibited discrimination and retaliation that materially impacted a determination. Neither the academic judgment and/or application of unit-level criteria of a merit determination may be grieved.

## Section 3. Funding-Contingent Faculty

a. In no case will a funding-contingent faculty member be awarded retroactive salary increases. In lieu of retroactive pay, funding-contingent faculty members will be entitled to a lump-sum equivalent to the retroactive pay to be distributed no less than three months after the retroactive pay would have otherwise been provided.

b. Funding-contingent faculty who are principal investigators on the sponsored project that funds their own salary may petition the Office of the Provost to delay or forgo an increase in their own salary as required under this Agreement.

## **Section 4. Salary Floors**

a. As of July 1, 2025, the following minimum salary floors will be in effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, Pro Tem, Visiting, and Retired classifications:

Category	9-month Salary Floor	12-month Salary Floor			
PE & Rec	\$30,257	\$36,981			
Postbaccalaureate Scholar	\$27,938	\$34,147			

Research Assistant (Type A)	\$27,938	\$34,147
Research Assistant (Type B)	\$30,368	\$37,116
Research Assistant (Type C)	\$33,008	\$40,343
Research Associate	\$37,134	\$45,386
All Others	\$45,386	\$55,472

Salary floors for 9-month appointments are 9/11 of the 12-month salary floor.

b. Through June 30, 2023, the minimum salary floor for Pro Tem and Visiting bargaining unit faculty members will be 90% of the corresponding Career floor in subsection (a). Effective July 1, 2023, the The minimum salary floors for instructional Pro Tem and Visiting bargaining unit faculty members are will be 90% of the corresponding Career floor in subsection (a b).

c. **Postdoctoral Scholars:** Each department or unit that hires Postdoctoral Scholars will maintain a unit-based salary floor that is no less than the Research Associate salary floor in Section 3.a. Departments or units reserve the right to pay at a higher level, so long as salary equity by years of service is maintained. When a Postdoctoral Scholar's appointment annual contract is renewed, they shall receive an increase to base salary of at least 0.5%. Postdoctoral Scholars are not eligible for merit or across the board salary increases pursuant to this Article.

i. NIH Minimum. The minimum salary floor for Postdoctoral Scholars on 12-month appointments funded by NIH grants will be no less than the amounts set according to the NIH Postdoctoral minimum salary schedule and the floor will be adjusted each year pursuant to that NIH schedule. Postdoctoral Scholars under this section shall not be entitled to any merit or across the board increases pursuant to this Article.

Scholars is the Research Associate salary floor under 5.b. Postdoctoral Scholars under this section shall be eligible to receive merit or across the board increases pursuant to this Article. No current bargaining unit faculty member in the Postdoctoral Scholar classification will have their base salary reduced with the introduction of non-NIH salary floor under this section. Postdoctoral scholars who perform teaching duties will receive the equivalent pay for their teaching responsibilities, or their Postdoctoral salary floor, whichever is higher.

d. The following minimum salary floors will be in effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, and Retired classifications:

i. PE/Rec \$26,000
ii. Postbaccalaureate Scholar \$30,600
iii. Research Assistant (Type A) \$30,600

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e. As of July 1, 2023, the following minimum salary floors will be in effect for all bargaining unit faculty members in the Career, Postbaccalaureate Scholar, and Retired classifications:

**Section 5. Promotion and Review Related Salary Increases.** All increases under this section will become effective September 16 for 9-month appointments and July 1 for 12-month appointments following the date of the review decision. To the extent a review decision is delayed by the University an increase will be made retroactively to the dates above, as appropriate.

- a. **Promotion Increases.** All bargaining unit faculty members who achieve a promotion in rank will receive an increase of at least 8% 10% of base salary.
- b. **Sixth-Year Post-Tenure Review Increases.** Full professors who successfully complete (meets expectations in all areas or exceeds expectations in all areas) their first a major sixth-year post-tenure review after promotion to full professor will receive an increase to base salary of at least 4% 6% for meeting expectations in all areas or at least 8% 10% for exceeding expectations in all areas. Full professors who successfully complete subsequent major reviews will receive an increase of at least 4% of base salary.
- c. Career Continuous Employment Review Increases. Career faculty at the highest rank in their category or in a single rank category who successfully complete (meets or exceeds expectations in all areas) their first a continuous employment review will receive an increase to base salary of at least 4% 6% for meeting expectations in all areas or at least 8% 10% for exceeding expectations in all areas. Career faculty who successfully complete subsequent continuous employment reviews will receive an increase of at least 4% of base salary.
- d. Increases are minimums. All increases specified in this Section are minimum increases. The University may choose to provide additional increases to base salary upon promotion and/or reviews.

**Section 6. Retention Adjustments.** To facilitate retention salary adjustments, the Office of the Provost will maintain a retention salary adjustment policy, posted on their website, describing the criteria and procedures to be used in making retention adjustments for bargaining unit faculty members. The Office of the Provost will notify the Union of any retention adjustments made to the salary of a bargaining unit faculty member as well as denials of retention efforts.

**Section 7. Payment of Salary.** Bargaining unit faculty members may opt to be paid in 12 equal monthly installments consistent with IRS regulations. Salary shall be paid by direct deposit except in the case of emergency or unless another method of payment is required by law.

Bargaining unit faculty members are responsible for checking their pay stub each pay period and to report any discrepancies (e.g., overpayment, underpayment, deduction errors, etc.) to the University in a timely manner. If the University fails to issue pay to a bargaining unit faculty member on time (including but not limited to salary, stipends, overloads, awards), the University shall be liable for any costs incurred by the bargaining unit faculty member as a result of late payment, including but not limited to overdraft fees and late fees assessed for household bills. If the University is more than five days late in issuing a bargaining unit faculty member's pay, the University shall also provide the affected bargaining unit faculty member an additional \$50 per day until their full salary is issued.

Section 9. Reimbursements. The University shall reimburse bargaining unit faculty members for their approved expenses (including but not limited to travel, purchases, payroll expenses, and other properly substantiated business and research expenses) in a timely manner. If the University fails to pay such reimbursements within 35 days, the University shall also provide affected bargaining unit faculty members an additional \$50 per day until the reimbursement has been issued.

**Section 8. Alternative Program Models.** Notwithstanding other provisions of this agreement, assignments in programs that rely on alternative compensation models (where compensation is provided at a fixed rate outside regular salary) to be financially viable may be compensated at a rate to be agreed to by the University and the bargaining unit faculty member without regard to the bargaining unit member's existing base salary.

**Section 9. Workload Adjustments.** Both parties recognize that professional responsibilities ebb and flow throughout the year. The provisions of this section are not meant to address minor or normal fluctuations in workload.

a. If a Career or Limited Duration bargaining unit faculty member has their FTE reduced with no demonstrable corresponding reduction in workload, then the bargaining unit faculty member's base salary will be increased in proportion to the FTE reduction.

b. If a Career or Limited Duration bargaining unit faculty member has their workload significantly increased with no corresponding increase in FTE, then the bargaining unit faculty member's base salary will be increased in proportion to the workload increase.

c. If a bargaining unit faculty member is paid an overload or stipend it must be for work above and beyond their regular workload. If the University ends an overload or stipend payment and a workload adjustment has not been made to account for the change, the bargaining unit faculty member will no longer be expected to complete the assignment which generated the overload or stipend.

**Section 10.** For a period of two years post layoff, Career faculty members who are laid off for academic or financial reasons (Article 16, Section 12.b & c.) and who are rehired in the same category must retain the same or greater FTE as of the time of layoff. Laid off Career faculty members hired back into the same department or unit will be hired back at the same or greater FTE and salary.

**Section 11. Academic Year Appointment Half-Month Pay.** Bargaining unit faculty members with academic year appointments (9-month) in positions that are exempt (salaried) will receive a full-half-month salary in September and in June at their respective monthly rate. This Section does not apply to those with otherwise partial-month appointments (i.e., single-term only appointments), those not employed in a respective month, or those who have elected a 12-month pay option.

Section 13. Joint Committee on Equity. The Union and the University agree to form a Joint Committee on Equity (Joint Committee) charged with creating policies and procedures for guiding the distribution of equity pool money.

- a. Composition. The Joint Committee shall be made up of three members appointed by the Union and three members appointed by the University.
- b. Internal and External Equity. The Joint Committee is charged with establishing policies and procedures for guiding the distribution of the monies in the equity pools for internal and external equity (See Section 2). The Joint Committee will first calculate external equity raises and then, using the resulting salaries as the baseline, calculate internal equity raises.
- c. Publication. The policies established by the Joint Committee will be published on the Academic Affairs website and provided by email to the Union.
- d. Service Credit for Members. Whether by the Union or the University, any appointment of a bargaining unit member to the Joint Committee shall be considered a service obligation for that member during the period that the Joint Committee meets. Membership on the Joint Committee shall be considered equitably with other service obligations with respect to workload planning and any review of faculty activity including but not limited to merit raises, promotion and tenure reviews, and post-tenure or post-promotion reviews.
- e. Deadline. The work of the Joint Committee shall be completed October 31, 2025. Should the Joint Committee fail to complete either the external or internal equity adjustments by this date, the monies shall be distributed as across the board raises.