

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

This Memorandum of Understanding ("MOU") is entered into by and between University of Oregon ("UO") and United Academics ("UA"), collectively referred to as "the parties," for the purpose of addressing pay increases for those research faculty impacted by changes to the Fair Labor Standards Act ("FLSA").

WHEREAS the federal government has changed the salary threshold for determining whether employees will be considered exempt under the FLSA;

WHEREAS UO employs research faculty who fall below the new salary threshold;

WHEREAS UO wishes to increase the salary of some research faculty on December 1, 2016 and continue treating them as exempt under the FLSA;

WHEREAS the collective bargaining agreement ("CBA") between the parties provides for a .75% across-the-board salary increase and a 2.25% merit increase pool on January 1, 2017;

WHEREAS, due to the timing of implementation of FLSA changes and bargained salary increases, the parties acknowledge that sponsored projects will be adversely impacted by two successive increases;

WHEREAS the parties wish to reach a solution for research positions that honors the CBA and acknowledges the unanticipated impact of FLSA changes;

NOW THEREFORE the parties agree to the following:

1. UO will, at its discretion, move individual research faculty to the new FLSA salary floor on December 1, 2016 ("FLSA increase"). Research faculty who do not receive a salary adjustment at this time may become non-exempt under the FLSA.
2. Individual research faculty who receive a FLSA increase on December 1, 2016 will be reviewed for a merit increase pursuant to unit merit policies.
3. If a faculty member's merit and across-the-board increase, when added to their November 30, 2016 base salary, would put them at a higher salary than that which was reached as a result of the FLSA increase, the faculty member shall receive the higher salary effective January 1, 2017.

10/10/2016


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.


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




Scott Coltrane Date
Senior Vice President and Provost




David Conover Date
Vice President
Research and Innovation

FOR THE UA



Michael Drelling Date
UA President



David Cecil Date
Executive Director

10/10/2016