

**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 (“University”) and United Academics (“Union”), collectively referred to as “the parties.”

**WHEREAS**, since winter 2021 the parties have been bargaining a successor Collective Bargaining Agreement (CBA) and mutually agreed to pause bargaining in the Spring of 2021; and

**WHEREAS**, the parties have engaged in discussions focused on interests and will form a joint study group to continue an ongoing dialogue about inflation and equity as it relates to faculty salaries; and,

**WHEREAS**, the parties recognize the extraordinary efforts of the faculty and University community in response to COVID-19; and,

**WHEREAS**, the parties have a mutual interest to reach agreement and implement salary increases for faculty prior to the conclusion of collective bargaining for their successor agreement;

**NOW THEREFORE**, the parties agree as follows:

1. The parties agree that the following represents full and final resolution of the following sections of Article 26 of their successor CBA currently being negotiated. The following provisions shall supplant sections 1 and 2 of the expired CBA, and subsequent sections should be renumbered to the extent the parties agree to continue such sections in a successor CBA:

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

**Section 2. January 2023 Across the Board Increase.** Eligible bargaining unit faculty members will receive a 2% increase to base salary effective January 1, 2023. Eligible bargaining unit faculty members are those with an appointment as of October 31, 2022.

**Section 3. January 2024 Merit Increase.** In addition to the meritorious salary increases associated with successful promotion, tenure, and post-tenure reviews, the University will establish a unit-based pool of 3% for salary increases to be distributed solely as merit to bargaining unit faculty members in the Career and Tenure-Track and Tenured classifications. 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, 2023 and increases will be effective January 1, 2024.

- a. **Eligibility:** To be eligible for merit, the faculty member must have an appointment on or before July 1, 2023. 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 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.
2. The parties agree that the increases specified in this agreement represent the totality of collective annual salary increases for the groups and years specified.
  3. The parties agree that the increases specified in this agreement shall be implemented while they continue to negotiate other provisions of their successor agreement.

### **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 Dates.**

This MOU will be effective and shall govern salary and merit increases for all bargaining unit faculty members between January 1, 2022, and December 31, 2024.

### **Entire Agreement.**

This MOU fully resolves and represents the parties' entire agreement through December 31, 2024, with respect to (1) across-the-board salary increases, merit increases, eligibility criteria for such increases, and process for merit increases, for bargaining unit faculty members and (2) any other subject matter discussed in this MOU. Further, the parties agree there shall be no further bargaining over such subjects and no reopening of bargaining over such subjects during the covered period, and each waives and shall be prohibited from any further bargaining over such subjects. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

This MOU does not alter the processes established under Article 4 which provide for the modification of unit policies or rights or obligations of sections 3-9 of Article 26 of the expired CBA or the right to further bargain over the subjects of sections 3-9.

**Enforceable Agreement.**

This MOU constitutes a separate, binding and enforceable agreement upon ratification by Union membership.

**Disputes.**

Any 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 CBA.

For the Union

Avinnash P Tiwari  
Avinnash P Tiwari (Dec 17, 2021 08:52 PST)  
 Dec 17, 2021  
 \_\_\_\_\_  
 Avinnash Tiwari Date  
 President

Scott L. Pratt  
 Dec 17, 2021  
 \_\_\_\_\_  
 Scott Pratt Date  
 Executive Vice President

For the University

Patrick Phillips  
Patrick Phillips (Dec 16, 2021 17:38 PST)  
 Dec 16, 2021  
 \_\_\_\_\_  
 Patrick Phillips Date  
 Provost and Senior Vice  
 President

Mark Schmelz  
Mark Schmelz (Dec 20, 2021 10:15 PST)  
 Dec 20, 2021  
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 Mark Schmelz, Date  
 Chief Human Resources Officer  
 and Associate Vice President