



Collective Bargaining Agreement

by and between

Oregon Institute of Technology

and

Oregon Tech Chapter of the American
Association of University Professors

July 1, 2025 to June 30, 2030

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Preamble

This collective bargaining agreement (“CBA” or “Agreement”) is ratified by Oregon Institute of Technology (“Oregon Tech” or “Employer”) and the Oregon Tech Chapter of the American Association of University Professors (“Association” or “OT-AAUP”).

The Association is the exclusive bargaining representative for the bargaining unit defined in Article 1: Recognition.

The intent and purpose of this Agreement is to establish working conditions of the bargaining unit faculty members. Oregon Tech and the Association shall engage in good faith negotiations during the initial and any successor Agreement.

Article 1: Recognition

Pursuant to the certification by the Oregon Employment Relations Board issued June 27, 2018 in [Case No. RC-008-18](#), Oregon Tech recognizes the Association, Oregon Tech American Association of University Professors as the sole and exclusive bargaining representative of all full time faculty, instructors, and librarians working at 0.50 FTE or above at Oregon Institute of Technology, but excluding employees in the following groups: 1) faculty employed as president, vice president, provost, vice provost, dean, associate dean, assistant dean, head or equivalent position; 2) faculty employed in an administrative position without reasonable expectation of teaching, research, or other scholarly accomplishments; 3) classified staff; 4) confidential employees; and, 5) faculty chairs.

Article 2: Academic Freedom

Academic freedom and freedom of speech are necessary conditions for teaching, research, scholarship, and service. Academic freedom ensures that bargaining unit members have the freedom to teach, conduct research, engage in internal university discussion, and participate in public debate. In discharging their duties, bargaining unit members must treat students, staff, colleagues, and the public fairly and with respect.

Academic freedom carries with it certain responsibilities, such as the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that when one is speaking on matters of public interest, one is not speaking for the institution. Oregon Tech affirms its continued commitment to the protection of academic freedom with changes in the political and technological landscape.

Section 1. Bargaining unit members shall have the freedom to both teach inside the classroom and perform other required instructional activities such as internships, externships, laboratories, and field trips. Bargaining unit members must teach students to think critically and interpret information for themselves. Such training often occurs in an atmosphere of controversy that, so long as it remains educationally relevant, actively assists students in their pursuit of knowledge.

Selection of instructional materials, definition of course content, and assessment of student performance in a class should be left to bargaining unit members' discretion so long as they are consistent with the course subject, learning objectives, departmental practices, Oregon Tech's mission, the Oregon Tech catalog of courses, and programmatic and institutional accreditation requirements. As students have the right to learn the subject of the course, bargaining unit members have an obligation to teach the subject of the course. Bargaining unit members should not introduce matter into their teaching and student assessment strategies which have no relation to course subject. As subject matter experts, bargaining unit members are allowed the academic freedom to introduce topics that are relevant to their course learning objectives.

Under normal circumstances, bargaining unit members have the academic freedom to evaluate the academic performance of students enrolled in courses they teach and to judge the grades earned by those students. A student's grade may be changed following a student's appeal through Academic Grievance Procedures (OIT-16-010). A student's grade cannot be changed by any person other than the bargaining unit member, or the Department Chair, College Dean or Provost following a meeting with the bargaining unit member. If changed by the Chair, Dean, or Provost, the bargaining unit member will be informed. When changed, notification will be sent by the registrar's office to the bargaining unit member and Department Chair unless the grade change is initiated by the bargaining unit member.

Section 2. Bargaining unit members shall have the freedom to conduct research and scholarship, and to publish, display, or otherwise disseminate the results of that work to students, the public, and others in their profession. While Oregon Tech will not dictate the nature or topic of research or scholarly work, all such work must comply with Oregon Tech policy, procedures, research or scholarly agreements and applicable federal agency guidelines on research misconduct. Oregon Tech retains the right to investigate and respond to allegations of misconduct in preparation and publication of scholarly and creative work.

Section 3. To the extent legally protected, bargaining unit members shall have the freedom and are encouraged to participate in the system of shared governance, and contribute to the functioning of their academic unit, college, department, program, and the University without fear of censorship, reprisal, or discipline from Oregon Tech.

Section 4. To the extent legally protected, and consistent with Oregon Tech's campus speech and posting policies, bargaining unit members have the protections of freedom of speech, as derived from the First Amendment of the Constitution of the United States of America and Section 8 of Article I of the Constitution of the State of Oregon. When bargaining unit members speak or write as members of the public, they shall indicate that they are doing so in their individual capacity, not for or on behalf of the program, Department, College, or Oregon Tech. They may identify their Oregon Tech affiliation so long as no University sponsorship or endorsement is stated or implied. Bargaining unit members should at all times strive to be accurate, exercise appropriate restraint, and show respect for the opinions of others.

Article 3: Non-Discrimination

Section 1. Oregon Tech and the Association agree not to discriminate, harass or retaliate because of protected class status, recognized by federal or state law, including but not limited to, race, color, creed, religion, national origin, age, sex (including pregnancy related conditions), sexual orientation, gender identity or expression, mental or physical disability, marital and familial status, genetic information, or veteran status.

Additionally, Oregon Tech will not discriminate or retaliate against bargaining unit members when they are engaged in lawful, off-duty political activity or associations.

Section 2. Oregon Tech and the Association agree not to discriminate against bargaining unit members because of their membership or non-membership in the Association, or for the exercise of their lawful union related activities, or the right to refrain from union related activities.

Article 4: Management Rights

Section 1. Except as may be modified by a specific term of this Agreement, it is expressly understood that the rights and powers of Oregon Tech, and only Oregon Tech, to exercise independently shall include, but are not limited to, the sole and exclusive right and power to:

- a. determine the mission of the university, its organizational and administrative structure, and the methods and means, and take actions necessary to fulfill that mission;
- b. determine the financial policy of the university, adopt and amend budgets, and make budgetary allocations and reallocations affecting the university as a whole or any of its divisions, departments or units;
- c. establish qualifications for appointments, reappointments, promotions, transfers, and awards of tenure;
- d. determine the appointment fractions, duration of employment, and terms and conditions of employment upon appointment, reappointment, promotion, transfer, and awards of tenure for all bargaining unit members;
- e. determine the number of bargaining unit members to be appointed, reappointed, promoted, transferred, and awarded tenure;
- f. determine, assign, schedule, and direct the type and amount of work to be performed by bargaining unit members, including the location of a bargaining unit member's work;
- g. establish, modify, combine, or eliminate positions;

- h. determine the number, location or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies regarding the use of such buildings, rooms, and facilities;
- i. determine the health, safety, and property protective measures and procedures;
- j. take disciplinary action against a bargaining unit member for just cause up to and including dismissal;
- k. select, hire, direct, supervise, train, and evaluate bargaining unit members;
- l. determine office space, materials, and equipment to be utilized by bargaining unit members, and the methods, processes and means by which work shall be performed and services provided;
- m. establish quality, performance, and evaluation standards for bargaining unit members;
- n. make and enforce policies, rules, and regulations, including policies, rules, and regulations governing safety, discipline, tuition and fees, human resources functions, and the work, training, and conduct of bargaining unit members;
- o. perform all other functions inherent in the direction, operation, management, and administration of the university; and,
- p. hold sole authority to exercise the rights and powers above by making and implementing decisions and policies with respect to those rights and powers.

In addition to the above, Oregon Tech retains and reserves to itself all rights, powers, duties, authority, and responsibilities conferred on and vested in it.

Section 2. The failure of Oregon Tech to exercise any power, function, authority or right, reserved or retained by it, or to exercise any power, function, authority, or right in a particular manner, shall not be deemed a waiver of the right of Oregon Tech to exercise such power, function, authority, or right, or preclude Oregon Tech from exercising the same in some other manner, so long as it does not conflict with a specific term of this Agreement.

Nothing in this Article is meant to preclude shared governance at Oregon Tech, including the Faculty Senate, from their role in proposing or recommending policies and practices at Oregon Tech.

[Article 5: Association Rights](#)

This Article establishes the rights of the Association, including access to university resources and information.

Section 1(A). No later than July 1 of each year, the Association shall inform Oregon Tech's Office of the Provost and Office of Human Resources in writing of all elected or appointed Association officers and alternates, known in this Article as designated representatives, authorized to speak on behalf of the Association by submitting each designated representatives': 1) name; 2) elected or appointed position; 3) duration of their position as a designated representative; and, 4) generalized description of the duties for their position.

(B). Any changes that occur in the list submitted shall be forwarded in the same format and to the same offices within fourteen (14) calendar days of the effective date of change. Oregon Tech shall not acknowledge nor respond to any individuals other than those authorized by the Association in the list(s) submitted.

(C). Release Time.

(1). Designated representatives by prior arrangement with their College Dean or University Librarian shall be granted reasonable time outside of scheduled instructional work duties (as identified in Article 9: Workload) to engage in activities listed in [ORS 243.798](#).

Upon request to the Provost or designee by no later than September 15, the Association's President and one other designated representative shall each be granted one course release per academic year. The Association shall reimburse Oregon Tech for the salary and other payroll expenses of those released.

Additionally, each of the Association's designated Members of the Labor Management Committee as per Article 7: Labor Management Committee shall receive one (1) Instructional Workload Unit per term for their service on the Committee.

(2). Oregon Tech shall release up to six (6) bargaining unit members designated by the Association as representatives to its bargaining team from all non-instructional work duties for the purposes of preparing for and attending successor contract negotiations. The non-instructional release shall begin one month before the start of the parties' successor contract negotiations and continue through the date of ratification.

Upon request to the Provost or designee, Oregon Tech shall grant one course release (not to exceed four (4) credit hours or the equivalent for library or non-teaching bargaining unit members) to the Association's Lead Negotiator for one term prior to successor contract negotiations and one term during successor contract negotiations. The Association shall not reimburse Oregon Tech for this release time.

(3). Release time under subsections (1) and (2) shall not be taken during the same academic term.

Section 2. The Association's designated representatives may use Oregon Tech's facilities for the purposes of conducting meetings with bargaining unit members without charge, provided that such use shall not interfere with nor interrupt normal operations of the University, and that arrangement for such use shall be made in accordance with established University policy and procedure. The Association shall pay for any increased operational costs, such as additional custodial, maintenance, or technical support costs. During its use of any Oregon Tech facilities, the Association agrees to adhere to all policies regulating its use.

Section 3. An Association designated representative shall be given thirty (30) minutes at a prearranged time during the week of Convocation to meet with new bargaining unit members. When new bargaining unit members are hired mid-year, the Association should be notified within thirty (30) calendar days of the start of the member's contract so that a meeting may be scheduled with the new member.

Section 4. Association designated representatives and bargaining unit members shall have the right to use Oregon Tech's electronic mail, campus mail, and telephone systems to communicate between and amongst each other regarding:

- a. collective bargaining, including the administration of collective bargaining agreements;
- b. the investigation of grievances or other disputes relating to employment relations; and,
- c. matters involving the governance or business of the Association.

The Association's designated representatives and bargaining unit members who participate in any illegal strike identified in Article 22: No Strike/No Lockout shall not have access to the above-mentioned Oregon Tech electronic mail, campus mail, and telephone systems while participating in the strike.

Section 5. Three times per academic year, Oregon Tech shall provide the Association with the following information related to bargaining unit members that is available and readily accessible, around the end of week 8 in Fall, Winter, and Spring terms.

The information shall be provided in electronic format, if available, and at no cost to the Association. Should Oregon Tech receive a second request for the information in the same academic year, Oregon Tech shall only provide information that has changed since responding to the first request for the information.

- 1. Employee's name on record with Human Resources;
- 2. University ID number;
- 3. Highest degree earned on record;
- 4. Job title rank, and years in rank;
- 5. Current Departmental Classification of Instructional Program (CIP) code;
- 6. Name of faculty member's immediate supervisor;
- 7. Assigned department (or departments, if on split appointment);
- 8. Primary work location: office building, office room, and assigned campus (including online);
- 9. Office phone number;
- 10. University email address;
- 11. Effective date of current title, and rank;
- 12. Job start and end date of current notice of appointment;
- 13. First date of university employment;
- 14. Contract Length (9 or 12 months, etc.);
- 15. FTE;
- 16. Contract type - tenure, tenure-track, career;
- 17. Annual base salary;

18. Assigned workload units for academic term (as available);
19. Other stipends listing the amount;
20. Estimate of annual retirement benefits; and
21. Estimate of annual health care contributions the employer makes on behalf of the employee.

The following reports shall be provided in electronic format by the Office of the Provost to the Association once annually, and at no cost to the Association, around the timeframes noted below:

1. A list of all promotion and tenure decisions that have not been appealed, within or around sixty (60) calendar days of the notification to the bargaining unit member that they have been approved or denied promotion or tenure.
2. Detailed annual, Board-adopted, all funds budget shall be provided within or around fourteen (14) calendar days of such being entered into the financial system.
3. A report of the aggregate and detailed report of General and Auxiliary fund expenditures allocated in the previous fiscal year shall be provided on or around fourteen (14) calendar days of the close of period 13 of the fiscal year.
4. On or before July 1 of each year, a copy of each College's recruitment plan.
5. By June 30 of each academic year, the following should also be provided:
 - a. An annual statement on the status of current relinquishments (such as tenure or job title) including relinquishment of benefits;
 - b. Data and calculations governing release time for the previous academic year (including summer term); and,
 - c. The number of sabbatical applications, the duration of the sabbatical that each applicant requested, all approved sabbaticals for the upcoming academic year, and the respective duration each sabbatical was approved for (one term, two term or a full year, for 9-month faculty).
6. During the fall term of every academic year, overload compensation (for online and campus courses, including summer) for the previous academic year.
7. Total Merit Increases from the time of hire shall be recorded separately from base salary from now on and provided once per year upon request.

Article 6: Association Dues

Section 1. Authorization. Upon written request on a form provided by the Association, a bargaining unit member may authorize Oregon Tech to deduct regular dues once per month from their paycheck for Association dues. The Association's Treasurer will certify in writing to Oregon Tech the amount of regular dues to be deducted by Oregon Tech, with any changes to dues

requiring notice to Oregon Tech of at least thirty (30) calendar days before the change is to take effect.

Section 2. Notification. The Association shall provide written notification to Oregon Tech when a bargaining unit member signs a dues deduction authorization card form pursuant to Section 1, above; with the understanding that forms received after the 10th of the month will go into effect the following month.

Upon request, the Association shall provide Oregon Tech with proof of bargaining unit member's dues deduction authorization form to verify the signature and authorization.

Section 3. Payment. Oregon Tech shall send payment to the Association for the total amount deducted with a list identifying the bargaining unit members for whom the regular dues deductions are made and the amount deducted within fifteen (15) business days of the deduction being made. This regular dues deduction shall be listed on the member's electronic monthly pay statement as Association Dues.

Section 4. Exceptions. Oregon Tech shall not deduct any fines, penalties, or special assessments the Association may issue from the pay of any bargaining unit member.

Section 5. Cancellation of Dues. An authorization to deduct regular dues shall remain valid until written notice of cancellation is provided to Oregon Tech by the Association or until the employee is no longer a bargaining unit member, whichever occurs first. To cancel an authorization to deduct regular dues and no longer have Oregon Tech deduct dues on a monthly basis, a bargaining unit member must first receive approval from the Association to cancel their dues. Once approved, the Association shall send a written request to Oregon Tech for processing the cancellation. Cancellations are only effective after the Association has informed Oregon Tech in writing that it approved the cancellation and Oregon Tech has processed the cancellation.

In the event a dues paying member accepts a position within Oregon Tech that is outside of the bargaining unit, they should decide whether to continue or cease paying dues while working in that position by notifying the Association.

Section 6. Correction of Errors and Indemnification. The Association assumes responsibility for errors related to the membership status of current or former bargaining unit members, and indemnifies Oregon Tech against claims it or bargaining unit members may bring against Oregon Tech. If there is an error in the calculation of dues an individual bargaining unit member is having deducted, the Association will work with Human Resources and Payroll to confirm and rectify the calculation of dues. If there is an error in the overall calculation or transfer of dues to the Association, the Association's President and Treasurer will work with the AVP of Faculty Relations and Human Resources office to confirm and rectify the error.

Article 7: Labor Management Committee

Section 1. To facilitate communication between the parties, a Joint Labor Management Committee shall be established by mutual agreement of the Association and Oregon Tech. The Committee shall be composed of three (3) members appointed by the Association's President and three (3) members appointed by the Oregon Tech President.

The Committee shall attempt to meet at least once per month during the academic year. A standing agenda item shall be to discuss matters related to the implementation or administration of this Agreement or other mutually agreeable matters. Pertinent details about the matters to be discussed can be included on the agenda by either party no later than one (1) business day before the start of the meeting. Additional meetings, as necessary, can be requested by either party.

Each one of the Association's appointees shall receive 1 IWLW per term to serve on the Joint Labor Management Committee.

Section 2. The Joint Labor Management Committee may, upon agreement of the parties, create and assign tasks to sub-committees comprised equally of representatives from OT-AAUP and Oregon Tech.

Section 3. The parties understand and agree that meetings of the Committee or Sub-committees held as provided in Sections 1 and 2 of this Article shall not contravene any provision of the Collective Bargaining Agreement nor constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided for in Article 16: Grievances.

Article 8: Notices of Appointment

Section 1. Appointment and Renewal. Oregon Tech shall provide each bargaining unit member with a written Notice of Appointment signed by the President at the time of hire and at each contract renewal period that identifies, as applicable, classification, rank, type of appointment, the dates and term of appointment, annual FTE and base salary (9-month, 11-month or 12-month), reporting supervisor(s) and campus assignment (for in-person classes only).

The following statement shall also be included:

This position is subject to a Collective Bargaining Agreement ("CBA") between Oregon Tech and the Association, OT-AAUP (see: <https://www.oit.edu/provost/faculty-labor-relations>) and all Notices of Appointment and individual agreements regarding your terms and conditions of employment prior to the effective date of the CBA are considered void, unless those terms have been approved by Oregon Tech since the effective date of the Inaugural CBA and placed in the bargaining unit member's personnel or academic file. The terms and conditions set forth in this Notice of Appointment and the current CBA govern your employment at Oregon Tech.

Bargaining unit members shall have an opportunity to review their Notice of Appointment and clarify inconsistencies, omissions, or errors with the Office of Human Resources or the Office of the Provost within the first term of the effective starting date of their appointment.

Oregon Tech shall send annual Notices of Appointments to bargaining unit members by email or by mail, no later than August 15.

Section 2. Appointment Period.

The initial and second term of appointment for career-track bargaining unit members shall be an annual appointment that is considered probationary.

After the second term of appointment, the term of appointment becomes a two-year rolling notice of appointment. Under normal conditions, career-track bargaining unit members will maintain a two-year rolling notice of appointment. “Normal conditions” means the career-track bargaining unit member must at least meet or exceed expectations in all categories on their APE consistent with their job classifications and have no disciplinary actions.

If, in year one of the rolling contract period, the career-track bargaining unit member fails to meet expectations as outlined in the paragraph above, the “rolling” component of the appointment is not renewed. Instead, the bargaining unit member will be provided with a Warning of Non-Renewal, and will develop a plan with their Department Chair, with approval from the Dean, to address identified shortcomings before the non-renewal notice deadline in year two. The plan should include regular check-ins with the Department Chair at least twice a term to review progress.

If the career-track bargaining unit member satisfies the plan for improvement, they will be moved back into a two-year rolling-notice of appointment.

If the career-track bargaining unit member fails to satisfy the plan for improvement, they will receive a Notice of Non-Renewal, as described in Section 3.

Section 3. Warning/Notice of Non-Renewal. Oregon Tech shall send notices of non-renewal to bargaining unit members by email or regular mail in accordance with the following schedule:

Rank	Date
Tenure-Track	No later than June 1 of the year prior to which the bargaining unit member’s notice of appointment is set to expire.
Career-Track:	
• Probationary (year 1 and 2)	No later than April 1
• Rolling year 1 Renewal	No later than June 1 for Warning of Non-Renewal
• Rolling year 2 Renewal	No later than April 1 for Notice of Non-Renewal

Article 9: Workload

Section 1. Unless on approved leave, bargaining unit members shall be available for assignment of, and engaged in, professional duties for the entire period of their appointment. Professional duties are recognized to include instructional activities, research, scholarship, professional engagement, and internal service to the University and external service to their profession, community, and University mission.

Section 2. Oregon Tech has the sole and exclusive right under Article 4: Management Rights to assign faculty instructional and non-instructional work. The bargaining unit member's total work assignment shall be based on the member's contributions in each of the three areas: teaching; professional engagement, creativity, scholarship; and service.

Section 3. All workload agreements made prior to the effective date of this Agreement are considered void. Only the terms and conditions of bargaining unit members' workload as set forth in this Agreement govern bargaining unit members' employment at Oregon Tech, unless those terms have been approved by Oregon Tech since the effective date of the Inaugural CBA and placed in the bargaining unit member's personnel or academic file.

Section 4. Full-Time Workload Requirement (1.0 FTE).

- (A) Instructional Faculty. The full-time base instructional and non-instructional workload requirement of a bargaining unit member on a 9-month appointment is a total of forty-five (45) workload units per academic year. For those bargaining unit members on an 11- or 12-month appointment, the base instructional and non-instructional workload requirement is a total of sixty (60) workload units per work year.
- (B) Library Faculty. Bargaining unit members employed in the Oregon Tech Libraries have appointments with primary duties in the university libraries. Full-time (1.0 FTE) librarian bargaining unit members shall work a forty (40) hour week on a schedule established by the University Librarian and develop library systems and resources to support the educational and applied research mission of Oregon Tech, such as reference service, library research, information literacy instruction, collection development, and bibliographic organization and control. Bargaining unit member librarians shall meet faculty and student needs consistent with the standards set forth by library professional associations, and in support of Oregon Tech programs and institutional accreditation commissions.

Section 5. Tenured/Tenure-Track Faculty Workload. Oregon Tech will attempt, whenever possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the following must be approved by the Provost.

(A). Instructional Workload. The full-time instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall be thirty-six (36) IWLUs per academic year and forty-eight (48) IWLUs for those on 11- or 12-month appointments. A bargaining unit member's teaching assignment may include any modality (face-to-face, remote, online, or hybrid). The normal instructional load is 12 IWLUs per term. To provide flexibility, bargaining unit members may work with their Department Chair to adjust their instructional load per term provided the total is 36 IWLUs per academic year for bargaining

unit members on a 9-month appointment, or 48 IWLUs for those on 11- or 12-month appointments. Any exception will require approval by the Dean and Provost.

(B). Non-Instructional Workload. The full-time non-instructional workload for tenured and tenure-track bargaining unit members on a 9-month appointment shall be nine (9) non-instructional workload units (NIWLUs) per academic year and twelve (12) NIWLUs for those on 11- or 12-month appointments. Non-instructional workload units shall be used for scholarship, research, professional engagement, internal service to the department, college, and/or Oregon Tech, and external service to their profession and community consistent with Oregon Tech's mission. The expected percentage of effort assigned to categories of activity will be addressed in the annual Faculty Objectives Plan and approved by the supervisor and College Dean. The assigned distribution of labor in each category of activity may vary over time during the year and the percentages should therefore be understood as a guide to the totality of the appointment.

(C). Reduction in Instructional Workload. Instructional workload may be reduced with approval of the College Dean. When a bargaining unit member on a 9-month appointment has been assigned a teaching load of less than thirty-six (36) IWLUs in a year (or forty-eight for 11- or 12-month appointments), the member must prepare and submit to the College Dean documentation of how the assignments made in lieu of teaching were satisfactorily completed. Bargaining unit members assigned non-teaching assignments beyond non-instructional workload, shall still be considered full-time teaching faculty for purposes of Promotion, Tenure, and eligibility for Sabbatical Leave.

Section 6. Career Faculty Workload. Oregon Tech will attempt, whenever possible, to maintain a fair and equitable distribution of faculty workload. Exceptions to the following must be approved by the Provost.

(A). Instructional Workload. The full-time instructional workload for career-track bargaining unit members on a 9-month appointment shall be forty-two (42) IWLUs per academic year and fifty-six (56) IWLUs for those on 11- or 12-month appointments. A bargaining unit member's teaching assignment may include any modality (face-to-face, remote, online, or hybrid). The normal instructional load is 14 IWLUs per term. In order to provide flexibility, bargaining unit members may work with their Department Chair to adjust their instructional load per term provided the total is 42 IWLUs per academic year for bargaining unit members on a 9-month appointment, or 56 IWLUs for those on 11- or 12-month appointments. Any exception will require approval by the Dean and Provost.

(B). Non-Instructional Workload. The full-time non-instructional workload for career-track bargaining unit members on a 9-month appointment shall be three (3) NIWLUs per academic year and four (4) NIWLUs for those on 11- or 12-month appointments. Non-instructional workload shall be used for scholarship, research, and internal service to the department consistent with Oregon Tech's mission. The expected percentage of effort assigned to categories of activity will be addressed in the annual Faculty Objectives Plan and approved by the supervisor and College Dean. The assigned distribution of labor in each category of activity may vary over time during the year and the percentages should therefore be understood as a guide to the totality of the appointment.

(C). Reduction in Instructional Workload. Instructional workload may be reduced with approval of the College Dean. When a bargaining unit member on a 9-month assignment has been assigned a teaching load of less than forty-two (42) IWLUs in a year (or fifty-six IWLUs for an 11- or 12-month appointment), the member must prepare and submit to the College Dean documentation of how the assignments made in lieu of teaching were satisfactorily completed.

Section 7. Workload Assignment. Except for bargaining unit member librarians, the College Dean, in consultation with the Department Chair, shall assign workload according to the needs of the bargaining unit member's department and in accordance with this Article and the Provost's Workload Guidelines. By the start of every term, the Department Chair shall communicate the assigned workload to the bargaining unit member, and document that workload for that term. If unforeseen events occur or departmental needs change prior to the start of the term, a bargaining unit member's assignment may be modified by the Chair, pursuant to this Article. When unforeseen events occur during a term, bargaining unit members will work with chairs and the College Dean to minimize the impact on students.

Workload assignments are governed by the following definitions. A contact hour is defined as 50 minutes of scheduled instruction. One (1) instructional workload unit (IWLU) is equal to one lecture contact hour (1.0 IWLU = 1.0 lecture contact hour). Two (2) IWLUs are equal to three lab contact hours (2.0 IWLU = 3.0 lab contact hours).

Hybrid, remote or online courses shall be loaded equivalently to face-to-face/traditionally delivered courses.

Specific specialty cases are covered by the Workload Guidelines.

The Provost's Workload Guidelines may be updated annually during the Spring Term to be effective the following Fall Term. Changes to the guidelines may be recommended by bargaining unit members to their Department Chair, College Dean or other academic officers. If the Provost intends to make changes to the guidelines based on recommendations received or their own initiative, the Provost will notify the Association by the 1st week of Winter term and establish a Provost Workload Guidelines Committee (Committee) no later than fourteen (14) calendar days after notification.

The Committee shall consist of six members with equal representation from Oregon Tech and the Association. The Association will appoint three faculty members to the committee including one faculty member from each college and at least one faculty member who is not from the Klamath Falls campus. Oregon Tech will appoint the Academic Deans and the Provost, or their designees.

The Committee will meet to review any proposed changes to the Workload Guidelines and, after review, may make a majority recommendation on the proposed changes to the Provost, who shall have the sole and exclusive authority to approve the recommended changes, ask the Committee to continue reviewing the Guidelines, or maintain the current Workload Guidelines.

The Provost will notify the Association of the final Workload Guidelines no later than May 1st of each year.

The Association retains its right to bargain over changes that impact bargaining unit members' compensation, workload, and other employment relations.

Section 8. Workload Reallocation. It may become necessary or beneficial for bargaining unit members to take on duties outside of instruction (e.g. NIWLU) with a significant time requirement. Under these conditions, bargaining unit members may be granted reallocation time from instructional to non-instructional workload, based on the process and type below (A and B). Department Chairs shall include this reallocation time in reporting the bargaining unit member's instructional workload each term, as "Reallocation: *type* - # IWLUs." Reallocation time shall be included in annual workload calculations.

If a bargaining unit member has approved reallocation time for a given term, best practice is that it be honored during that term. If departmental need requires that they also teach a normal load and the nature of the work is flexible, they may work with their Department Chair (with appropriate documentation) to either

- a) ensure that they receive an exception to be granted overload per Section 9, or
- b) move the approved time to a different term.

Instructional workload that has been reallocated as described in this Section will be prorated for bargaining unit members at less than 1.0 FTE. Reallocation does not apply to a one-year visiting appointment.

(A). New Faculty. Bargaining unit members in their first year at Oregon Tech shall be granted up to 9, and no less than 4, IWLUs towards course and/or research development for a 9-month appointment (or up to 12, and no less than 6, IWLUs for 11- or 12- month appointments). To allow flexibility for departmental needs, Chairs should work with new faculty to develop a plan for distributing these reallocations throughout the academic year.

(B). Special Projects. Special projects may have extensive/continuous time commitments and durations for work that will enhance the reputation of the university in areas of research/scholarship, and service. Bargaining unit members may apply for reallocation time for special projects using the Workload Reallocation Request (Appendix A) at least thirty (30) calendar days prior to the term for which the reallocation will be requested, and up to a year in advance.

Special projects may have reallocation in workload from IWLUs to NIWLUs commensurate with the special project, and may not be used by first-year bargaining unit members. The Dean, in consultation with the chair, shall approve or deny (with reasoning) the request within fourteen (14) calendar days. This type of reallocation time is generally up to one class per term in the bargaining unit member's discipline (typically 3 or 4 IWLUs) for shorter-term projects; special consideration may be given for additional time where the project requires.

Section 9. Overload.

(A). Any instructional workload beyond 36/42 IWLUs for 9-month TT/CT-faculty or 48/56 IWLUs for 11- or 12-month TT/CT faculty, adjusted for approved reallocation, is considered overload. Overload assignments shall never be mandatory and shall always be compensated. Overload is not awarded for non-instructional work nor release time.

Overload is mutually agreed upon between the bargaining unit member and the Department Chair or appropriate administrative supervisor up to 4 IWLUs per term. The Dean must approve overload beyond 4 IWLUs per term. Any exceptions will require approval by the Dean and Provost. The university shall document overload assignments and make that documentation available to the bargaining unit member.

(B). An overload assignment is a one-time or limited assignment. No bargaining unit faculty member may be disciplined, retaliated against, or terminated for refusing an overload assignment.

(C). Bargaining unit members who have been awarded reallocation time as per Section 8 may be assigned overload through an exception that may be granted by the College Dean, Provost or their designee.

Section 10. Student Consultation Hours.

A bargaining unit member with a 1.0 FTE appointment shall establish and maintain a minimum of five (5) scheduled student consultation hours per week in their offices, outside of class time, each term they are teaching (or proportionally fewer hours for those with lower assigned instructional loads).

To be student-focused, these five (5) scheduled student consultation hours must be:

- Posted/published outside the bargaining unit member's office, in the course syllabus, and submitted to the Department Chair prior to the start of the term.
- The hours must be set at times convenient for the students and on multiple days (at least two different days).

Bargaining unit members teaching online classes are held to the criteria above, except that the office hours are to be held virtually.

Section 11. Student Advising. Recognizing the importance of student advising and its place among the principal responsibilities of all bargaining unit members, the Department Chair or appropriate administrative officer, with approval from the Provost, will assign advisees to tenured and tenure-track bargaining unit members. Career-track bargaining unit members may be assigned advising duties.

Student advising will be awarded NIWLUs as follows:

15-30 students = 1.0 NIWLUs/academic year
31-45 students = 2.0 NIWLUs/academic year
46-60 students = 3.0 NIWLUs/academic year
>60 students = 4.0 NIWLUs/academic year

Section 12. Summer Term. For nine (9) month bargaining unit members, Summer Term appointments are for varying lengths of time and are additional appointments when program needs

and available resources provide opportunities for summer employment. Summer Term appointments are recommended, and mode of course delivery assigned, and approved by the Dean and the Provost. Bargaining unit members who indicate a willingness to accept a Summer Term appointment and are qualified to teach the course(s) offered will be offered the appointment before an individual outside of the bargaining unit.

Section 13. Course Modality and Capacities. By May 31, 2026, to standardize departmental course capacities, Department Chairs shall identify and review with departmental bargaining unit members maximum course capacities for all courses that the department offers. These capacities shall be approved by the Dean. These capacities should be reviewed by the Department Chair at the end of the Academic Year, and any changes shared with the department and bargaining unit members, after approval by the Dean. When new courses are developed, the Department Chair should identify and review with departmental bargaining unit members the capacities for these courses and then submit it to the Dean for approval.

Instructional modality of any course for a given term shall be determined by the Department Chair or appropriate administrative officer, reviewed with appropriate departmental bargaining unit members, and approved by the College Dean.

Section 14. Definitions. The following definitions are used for the purposes of this Article

Academic Year. Academic year shall consist of three (3) 11-week terms and the submission of final grades each term but not including scheduled holidays.

Summer Term. Summer Term is the time that occurs between the end of the spring term on or about June 15th and the start of the fall term on or about September 15th, with classes typically running 4- or 8-weeks unless the bargaining unit member and Chair agree to an alternate timeframe.

Work Year. For nine (9)-month bargaining unit members the work year shall consist of three (3) 11-week terms, including two weeks before the beginning of the academic year beginning on or around September 15th, and ending the Monday after Commencement on or around June 15th, but not including scheduled holidays, Thanksgiving Break, Winter Break and Spring Break, as defined by the current academic calendar.

For twelve (12)-month bargaining unit members, the work year shall consist of twelve (12) months, excluding scheduled holidays. A 12-month bargaining unit member must use accrued vacation time for any time off.

[Article 10: Outside Activities](#)

Section 1. Oregon Tech encourages its bargaining unit members to engage in outside activities that will advance Oregon Tech's mission, increase their effectiveness and broaden their experience in relation to their institutional responsibilities, be of service to the community, the public and private sector, and the nation. Thus, Oregon Tech recognizes that bargaining unit members may currently, or in the future, perform paid or unpaid activities outside Oregon Tech provided that they are

disclosed according to Oregon Tech policy and the terms of this Agreement. However, Oregon Tech is the primary place of employment, and the University shall have the right to compel a bargaining unit member to curtail or terminate outside activities that create a conflict of interest, interfere with the performance of the bargaining unit member's obligations and responsibilities, or would otherwise violate applicable state or federal law.

Section 2. Activities Not Considered Outside. The following will not be considered "Outside Activities" for the purposes of disclosure and approval under this Article.

- A. **Professionally-Related Activities.** Teaching, research, publishing, lecturing, advising governmental agencies, serving on advisory boards and membership in professional societies are not considered outside activities, provided that:
 - i. the activities are directly related to the bargaining unit member's professional field or assigned duties; and,
 - ii. if applicable, compensation is provided by Oregon Tech, or nominal compensation is received.
- B. Activities that occur entirely outside of the bargaining unit member's term of appointment (*e.g.*, for 9-, 10-, and 11-month faculty).
- C. Activities that are wholly unrelated to the work performed for the University by the bargaining unit member for which the member receives compensation under the terms of this Agreement, and that do not exceed the following time commitments:
 - i. For full-time bargaining unit members, such activities shall not exceed one (1) day or eight (8) hours in a work week.
 - ii. For part-time bargaining unit members, the time commitment limit shall be inversely prorated based on their FTE.

Section 3. Activities Considered Outside. "Outside activities" shall mean any paid activity related to the work performed for the University not excluded by Section 2. A bargaining unit member may perform only outside activities that do not interfere or legally or ethically conflict with the full and faithful performance of the member's obligations and responsibilities to Oregon Tech, comply with all University rules and policies, and do not violate the Oregon Government Ethics Law.

For full-time bargaining unit members, paid outside activities shall not exceed one (1) day during the course of a week, which is defined as five (5) calendar days. For part-time bargaining unit members, paid activities are inversely prorated by FTE.

All bargaining unit members will be required to fully and accurately disclose outside activities in accordance with Section 4, below.

Section 4. Report, Change, and Renewal. All bargaining unit members are required to report outside activities defined under Section 3, above, to their Department Chair and Dean, before the outside activity begins using the Outside Activities Report form (Appendix B). The University will review and consider requests to engage in outside activities in accordance with Section 5. Upon submitting an Outside Activities Report form, the bargaining unit member may proceed with such

outside activity, unless or until notified that they must delay, suspend, or terminate the outside activity.

Where applicable bargaining unit members shall timely and accurately submit the Outside Activities Report form:

1. Within thirty (30) days of ratification of this Agreement;
2. With sufficient advance notice of the anticipated start date of the reported outside activity;
3. At the beginning of each academic year, including for outside activity of a continuing nature; and,
4. At any time when there is significant change in the activity originally reported (e.g., nature, extent, time commitment, funding, etc.)

Bargaining unit members shall refrain from teaching courses in their discipline at other colleges or universities during the term of their appointment until the matter has been approved.

The Outside Activities Report Form is valid for the academic year in which the form was submitted, unless the activity changes, whichever is earlier. In the event of a change, approval is required before the outside activity can continue. Failure to submit timely and accurately an Outside Activities Report form in time or suspend or cease outside activity may result in discipline, up to and including termination of employment, by Oregon Tech.

Section 5. Review of Outside Activities. Oregon Tech reserves the sole right to determine whether the proposed outside activity may interfere or conflict with the bargaining unit member's full and faithful performance of their obligations and responsibilities to Oregon Tech, is directly competitive with any of its academic programs, events, research, or activities, and complies with all University rules and policies, and applicable law.

The Department Chair and the Dean shall review proposed outside activities to ensure that this proposed activity does not conflict or compete with the full and faithful execution of the bargaining unit members duties to Oregon Tech. If Oregon Tech determines that the outside activity may present a conflict of interest or is interfering with the bargaining unit member's professional performance, duties, or obligations, the Chair or Dean shall first meet with the bargaining unit member to discuss how the proposed outside activity presents a conflict of interest or is interfering with their professional performance, duties, or obligations and allow the bargaining unit member an opportunity to address how the outside activity will not create a conflict of interest or interfere with their professional performance, duties, or obligations. If, after the meeting, it is still determined the outside activity violates the terms of this Agreement, Oregon Tech will inform the bargaining unit member to suspend or terminate the outside activity.

The University's final decision is not subject to the grievance process under this Agreement.

Section 6. Use of Oregon Tech Resources. A bargaining unit member engaged in outside activities shall not use University resources, including, but not limited to, Oregon Tech's name, logo, letterhead, property, facilities, equipment, or services in connection with such outside activity without prior approval of the Provost or designee.

Section 7. No Oregon Tech Affiliation. A bargaining unit member engaging in an outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services

understands that the bargaining unit member is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

Article 11: Professional Development

Section 1. Oregon Tech and the Association support continuing professional development for members in teaching, scholarship, service and other job-related professional development opportunities. Bargaining unit members are encouraged to participate in activities that enhance their professional development.

Oregon Tech agrees to support professional development of bargaining unit members by allowing for the reasonable absence from assigned duties to participate in professional development activities, provided that the bargaining unit member requests and receives approval for such absence from their Department Chairs or appropriate administrative officer in advance.

Section 2. Individual Professional Development Accounts (IPDAs) shall be maintained and funded as provided in this Article for all bargaining unit members, excluding visiting instructors. A bargaining unit member may utilize funds in an IPDA for activities that support their job-related professional development. The use of IPDA funds is subject to the pre-approval of the bargaining unit member's supervisor and to all applicable University policies and procedures regarding the appropriate use and documentation of University expenditures. Examples of such use could include, but are not limited to, travel for the presentation of scholarly work, conference registration and/or fees and travel, professional organization fees, professional licensure or certification requirements, acquisition of specialized equipment (such as laboratory or art supplies), subscriptions and books, scholarly journal submission fees, and relevant training and continuing education opportunities.

Section 3. Bargaining unit members, except for visiting instructors, may select one of the following professional development funding options. Selections are made at the time of the Faculty Objectives Plan (FOP) submission and will remain in effect for a three-year cycle beginning fiscal year 2025-2026 (for bargaining unit members who complete a first time FOP after this date, the three-year cycle will begin with the first FOP submitted). Bargaining unit members will indicate in their FOP which year they intend to use the funds to assist with budget planning; however, the University will allow flexibility to adjust the year due to unforeseen circumstances. Funds will be tracked individually and administered in accordance with institutional budget oversight procedures.

Option 1: An annual allocation of up to \$1,500 per year in general professional development funding.

Option 2: A biennial allocation of up to \$2,250 every other year in general professional development funding, with funding occurring in year 1 and year 3 of each 3-year cycle.

Option 3: A triennial allocation of up to \$4,500 once every three years in general professional development funding.

Only at the end of the three-year cycle may bargaining unit members request a change in the funding option they have already chosen.

Section 4. Each bargaining unit member, including visiting instructors, will receive up to \$250 per fiscal year for professional memberships related to their academic disciplines or licenses not covered by Article 19, Section 8. These membership funds are limited to professional membership dues or professional licenses related to their academic discipline and may not be used for conference registrations or other development activities.

Section 5. Regardless of the option selected in Section 3, above, the total amount of individual professional development funds provided to a bargaining unit member may not exceed \$5,250 within any three-year cycle. This total includes both professional development funds and membership support. Once this cap is reached, no additional IPDA funds may be provided. Bargaining unit members may apply for additional discretionary funds from their departments, Dean, or Provost; or from external funding sources.

Funds shall not roll over from year to year and must be used within the fiscal year that the bargaining unit member chooses during the FOP process. Funds are not transferable to other bargaining unit members or university employees, nor may they be used for salaries.

All reimbursements are subject to applicable institutional policies and documentation requirements.

Section 6. The parties agree that during successor negotiations no changes to this Article shall take effect before the expiration of a bargaining unit member's current three-year cycle identified in Section 3, above (i.e., increase or decrease in the IPDA amount).

Article 12: Sabbatical Leave

Section 1. Oregon Tech understands that sabbaticals are an important contributor to the development, recruitment, and retention of bargaining unit members. Thus, sabbatical leaves are a privilege extended by Oregon Tech for the purpose of strengthening the academic programs of Oregon Tech while also contributing to encouraging the professional development of the bargaining unit member through research, creative activity, teaching, advanced study, and/or leadership within their primary discipline. A bargaining unit member must demonstrate that they are capable of using the sabbatical period in a manner which will thereafter increase the member's effectiveness and contributions to Oregon Tech. The Provost, or designee, shall have the sole discretion to approve applications for sabbatical leave.

Section 2. Eligibility. A bargaining unit member who is tenured or career-track bargaining unit members who have been promoted and are on year 1 of a rolling contract may be considered eligible for sabbatical leave* under the following circumstances:

- a) After having been continuously employed without interruption by a sabbatical leave for at least eighteen (18) academic terms (excluding Summer Term) or, in the case of 12-month faculty, at least seventy-two (72) months; or

- b) After having accumulated the equivalent of six (6) full-time years of employment over a period of 9-month or 12-month appointments, uninterrupted by a sabbatical leave.

* indicates bargaining unit members may apply as early as the Winter term of that 6th year

- c) A protected leave of absence will not prejudice the bargaining unit member's eligibility for sabbatical leave. Bargaining unit members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in subsection (a) or (b), above. Under extraordinary circumstances, a bargaining unit member may submit to the Provost in writing a request for an exception to the terms outlined in this Section.

Section 3. Application for Sabbatical. Bargaining unit members who meet the sabbatical eligibility standard in Section 2 above shall follow the Sabbatical Application Instructions (Appendix C) and complete both a Sabbatical Leave Application and a Sabbatical Course Coverage Plan in order to receive full consideration. These documents will be posted on TechWeb, under Faculty/Forms and Guidelines. Bargaining unit members interested in applying shall respond to the Provost's Office (CC dept chair) by the end of the eighth week to confirm their eligibility. The Provost Office will confirm eligibility by the end of the ninth week of fall term.

Bargaining unit members shall complete their application and submit all of the required materials to their Department Chair or appropriate administrative officer. The application must be approved and signed by both the Chair (or appropriate administrative officer) and the Dean before being submitted to the Provost's Office. Applications must include a coverage plan, developed with the Chair and approved by the Dean. Applications thus approved must be submitted to the Provost's Office no later than the end of the second week of winter term.

In applying for sabbatical leave, a bargaining unit member shall also sign an agreement to return to Oregon Tech for a period equivalent to the number of terms spent on sabbatical, or repay the salary provided pursuant to Section 5, below. Sabbatical leave must begin and end with an academic term.

Section 4. Decision. The Department Chair or appropriate administrative officer will review the application specifically in terms of the proposed sabbatical's contribution to their unit. The Department Chair or appropriate administrative officer, in consultation with the College Dean, will also discuss a plan to cover the duties of the bargaining unit members during the term of the requested sabbatical. If a plan is developed after such consultation, it shall be submitted to the Provost, along with the application for sabbatical leave, for a final decision. If a plan is unable to be developed, the application shall not be forwarded to the Provost's Office for further review.

A Sabbatical Committee comprising the College Deans, three of five tenured or promoted career faculty members appointed by the Faculty Senate Executive Committee, and one Provost appointee who will serve as the committee chair, will be charged by the Provost to provide them with

recommendations for sabbatical leave. Approval of sabbatical leave proposals and the number of sabbatical leaves authorized shall be the sole discretion of the Provost. Bargaining unit members will be informed of the Provost's decision no later than the end of the tenth week of winter term. Applicants shall receive meaningful feedback on their proposal, particularly feedback for areas of improvement on proposals that are not approved.

More than one bargaining unit member from the same department can be approved for sabbatical leave during the same academic year. Approvals shall be based on the merits of applications, as determined by the Sabbatical Committee rankings, as described above.

In cases where sabbatical applications have equal merit, a bargaining unit member who has more time in service since their last sabbatical leave will be given highest priority for the award of sabbatical leave.

Once the term of the sabbatical leave is approved, such shall not be changed unless extenuating circumstances are presented in writing to the Provost at least one (1) full term prior to the requested date to return from the current sabbatical leave. If the Provost determines that extenuating circumstances exist to return the bargaining unit member from their sabbatical leave earlier than previously approved or to extend the length of the sabbatical only the Provost shall approve the request and determine whether or not to apply the salary rate in Section 6, below, for the newly approved term.

Section 5. Return from Sabbatical Leave. Within thirty (30) days from the start of the academic term after returning from sabbatical leave, the bargaining unit member must submit a written report of the accomplishments and benefits resulting from the leave aligned to their proposed sabbatical goals and objectives, and a presentation is due within the academic term that they return. This report is needed both for the record and as a justification of the value of the sabbatical leave program. The report is to be filed with the Provost, with a copy to the Department Chair and the College Dean. With the approval of the bargaining unit member who is granted and successfully completes a sabbatical, their initial proposal and/or final report will be made available via the Oregon Tech website for the purpose of faculty's professional development.

If a bargaining unit member fails to fulfill this obligation or separates from Oregon Tech's employment either during the sabbatical leave or prior to expiration of the equivalent terms on leave following return from the sabbatical leave, they shall repay the full salary paid by Oregon Tech on their behalf during sabbatical leave, including other payroll expenses ("OPE") (i.e., health care contributions, retirement contributions, etc.). This amount is due and payable within three (3) months following the date designated in the sabbatical agreement for the bargaining unit member to return to Oregon Tech or the date of separation, whichever is earlier, unless another time is mutually agreed to in writing between the University and bargaining unit member. Under extraordinary

circumstances, a bargaining unit member may submit to the Provost in writing a request for an exception to the terms outlined in this Section.

Section 6. Salary. bargaining unit members on approved sabbatical leave shall receive salary as follows while on leave:

- a) One-term sabbatical: 85% of base salary;
- b) Two-term sabbatical: 75% of base salary;
- c) Three-term sabbatical (for 9-month or 12-month faculty) or four-term sabbatical (available only for 12-month faculty): 70% of base salary.

The rate used to determine a bargaining unit member's sabbatical salary shall be the base salary rate in effect at the time when the leave begins.

Bargaining unit members on sabbatical shall still be eligible for all compensation adjustments.

Section 7. Supplementing of Sabbatical Incomes. Members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms to the stated and approved purposes of the sabbatical leave. Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a member of Oregon Tech, another college or university. Bargaining unit members may supplement their sabbatical salaries consistent with the stipulations made in Article 10: Outside Activities. Sabbatical leaves shall not be used for the purpose of carrying out paid duties of a member at Oregon Tech, another college or university.

Section 8. Benefits. Bargaining unit members shall remain benefits eligible during the approved sabbatical leave. If alternative health insurance is required to cover a bargaining unit member during the approved period of sabbatical leave (due to international travel, etc.), Oregon Tech shall pay the equivalent amount toward that insurance as it would otherwise pay towards Oregon Tech provided health insurance, provided that the bargaining unit member is not double covered by both health insurance plans. Any difference in the amount required for an alternative health insurance plan shall be paid by the bargaining unit member.

[Article 13: Working Conditions](#)

Oregon Tech is committed to providing a healthy, safe, and functional working environment that enables bargaining unit members to carry out their assigned duties. Oregon Tech will furnish and maintain workspaces, furnishings, information technology, tools, and equipment necessary to carry out assigned work, including access to private meeting space sufficient for meeting with students. Oregon Tech shall provide bargaining unit members with appropriate safeguards and equipment that bargaining unit members shall use when hazardous conditions exist.

Oregon Tech will comply with all applicable law and university rules, policies, standards, manuals, or procedures.

Section 1. Bargaining Unit Members' Duty to Report. Bargaining unit members shall promptly report any workplace health and safety, injury, illness, or maintenance issue to the appropriate contact person and/or their immediate supervisor.

No bargaining unit member shall be retaliated against for identifying and/or expressing concerns about a workplace safety issue, including reaching out to appropriate state or federal agencies when workplace safety issues persist.

Section 2. Oregon Tech's Duty to Respond. Upon receiving a report that the work or space is hazardous, or dangerous, or dysfunctional as defined below, Oregon Tech may either choose to reassign the bargaining unit member to other work or space, or have the work or space evaluated by Oregon Tech's Environmental Health and Safety Office. If the Environmental Health and Safety Office agrees that the work or space is imminently hazardous, or dangerous, or dysfunctional as defined below, then Oregon Tech must take appropriate steps to remedy the situation and prevent retaliation against the bargaining unit member.

If the Environmental Health and Safety Office does not find the work or space is hazardous, or dangerous, or dysfunctional as defined below, the bargaining unit member may be asked to complete the work as directed in the space assigned. In such cases, further failure to perform that which is directed the bargaining unit member may be subject to discipline procedures as outlined in Article 15: Disciplinary Procedures.

Section 3. Definitions. The following definitions will guide parties in identifying what qualifies as hazardous, dangerous, or dysfunctional work, workspace, technology, or equipment.

- a. Hazardous and/or Dangerous Work or Space. If an assignment or assigned office, lab, or classroom presents a clear danger to a bargaining unit member's health and/or safety such that a reasonable person would believe the performance of the work or the condition of the space would risk the employee's death, serious physical injury, or long-term well-being, it may be reported as hazardous and/or dangerous.
- b. Dysfunctional Workspace, Technology, or Equipment. If workspace, technology, or equipment necessary to fulfill a bargaining unit member's assigned work does not function, such that the assigned bargaining unit member is unable to carry out assigned work, it may be reported as dysfunctional.

Section 4. Training and Compliance. Bargaining unit members shall be provided all necessary health and safety education, trainings, and information required for their job duties in an accessible format and agree to adhere to the information provided.

Section 5. Transfer of Bargaining Unit Member Office Space or Location. Unless there is mutual agreement to the contrary or an emergency situation, Oregon Tech must provide at least thirty (30) calendar days' notice when assigning a bargaining unit member to a new office space within a given campus (Klamath Falls, Portland-Metro, or Everett).

Unless there is mutual agreement to the contrary or an emergency situation, a bargaining unit member may be directed to move from one campus to another (i.e., Klamath Falls to Portland-Metro, Portland-Metro to Everett, etc.) upon notice of no less than ten (10) months, provided that Oregon Tech has first solicited qualified volunteers from amongst the bargaining unit with a rationale for the move.

[Article 14: Personnel Files](#)

Oregon Tech shall maintain official employment personnel and academic personnel files for the bargaining unit members. Oregon Tech is responsible for the security, custody, and retention of said files per related Oregon Tech standards and applicable laws.

Section 1. Employment File. A bargaining unit member's official employment personnel file shall be maintained by the Office of Human Resources ("OHR") in digital and/or paper form.

The employment personnel file typically contains the following, as applicable, in paper or digital form: application; resume and/or CV; initial offer letter; notices of appointment (annual); position descriptions; records of appointment changes; change forms; documentation of salary rates and pay adjustments; letters of commendation; leaves; documented verbal and written coaching; non-disciplinary letters of counsel; disciplinary actions; notices of non-renewal, retirement, or resignation; employment verification W-4; direct deposit information.

Section 2. Academic File. A bargaining unit member's official academic personnel file (also referred to at times as the evaluative file) is maintained by the Office of the Provost in digital and/or paper form.

The academic personnel file typically contains the following, as applicable, in paper or digital form: copies of official transcripts; initial offer letters; CVs; annual performance evaluations ("APE"); colleague evaluations, portfolios submitted for promotion and tenure review as well as final outcome notification letters, and other formal evaluations of faculty performance; records of appointment changes; notices of non-renewal, retirement, or resignation.

Academic files may also contain letters of commendation; documented verbal and written coaching (*e.g.*, letters of instruction; letter of expectation); non-disciplinary letters of counsel; disciplinary actions; and similar documents.

Section 3. Access and Copies of Personnel Files. A bargaining unit member may request a copy of their own employment personnel or academic personnel file by contacting, respectively, the OHR or the Office of the Provost. Should digital copies be established and made available through a secure "self-service" online program, the bargaining unit member will be directed where and how to access the respective file themselves. A bargaining unit member shall be provided a paper copy of a document not available in digital form at no cost to the bargaining unit member.

A bargaining unit member may request, in advance, a time during regular business hours to inspect their employment personnel or academic personnel file, understanding that either file may exist, in

part or in full, solely in digital format and understanding that immediate or instant access to either personnel file is not reasonable. Such inspections shall be supervised by a staff member of the OHR or the Office of the Provost, as the case may be, and the bargaining unit member may be accompanied by one (1) representative of their choice.

When scheduling a time to inspect either personnel file, the bargaining unit member should alert the corresponding office as to whether the bargaining unit member will be accompanied by one (1) representative so that adequate spacing can be arranged.

Section 4. Errors or Omissions. The source of all material in both the employment and academic personnel files shall be identified and no unauthorized or anonymous materials shall be contained in either personnel file. If a bargaining unit member believes that their employment or academic personnel file contains errors of fact or omissions, the member may submit a written petition to remove or correct the errors of fact or omissions to the OHR or Office of the Provost, whichever applies, to be placed in the file. If material is being added to a faculty's academic or personnel file, the responsible office shall notify the member within 7 calendar days of the added material (*e.g.*, a carbon copy noted on the material added or email satisfies this requirement).

[Article 15: Disciplinary Procedures](#)

Section 1. Just Cause.

(A). No bargaining unit member shall be disciplined without just cause.

(B). Oregon Tech and the Association agree that, in accordance with former [OAR 580-021-0325](#) which transferred to Oregon Tech as an institutional policy by operation of law on July 1, 2015, just cause is defined as, but is not limited to:

1. Conviction of a felony or of a crime involving moral turpitude during the period of employment by Oregon Tech (or prior thereto if the conviction was willfully concealed in applying to Oregon Tech for employment);
2. Conduct proscribed by former [OAR 580-022-0045](#), which is identified and modified below as:
 - a. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other Oregon Tech activities, including Oregon Tech's public service functions or other authorized activities on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 - b. Obstruction or disruption that interferes with the freedom of movement, either pedestrian or vehicular, on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

- c. Possession or use of explosives, dangerous chemicals, or other dangerous weapons or instrumentalities on Oregon Tech owned or controlled property, unless authorized by law, Board, or Oregon Tech rules or policies;
 - d. Detention or physical or verbal abuse of any person or conduct intended to threaten imminent bodily harm or endanger the health of any person on any Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 - e. Malicious damage, misuse or theft of Oregon Tech property, or the property of any other person where such property is located on Oregon Tech owned or controlled property, or, regardless of location, is in the care, custody or control of Oregon Tech;
 - f. Refusal by any person while on Oregon Tech property to comply with an order of the President or appropriate authorized official to leave such premises because of conduct proscribed by this rule when such conduct constitutes a danger to personal safety, property, educational, or other appropriate Oregon Tech activities on such premises;
 - g. Unauthorized entry to or use of Oregon Tech facilities, including buildings and grounds;
 - h. Illegal use, possession, or distribution of controlled substances, or unauthorized use, possession, or distribution of alcohol on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;
 - i. Inciting others to engage in any of the conduct or to perform any of the acts prohibited herein. Inciting means that advocacy of proscribed conduct that calls on the person or persons addressed for imminent action, and is coupled with a reasonable apprehension of imminent danger to the functions and purposes of Oregon Tech, including the safety of persons, and the protection of its property;
 - j. Violating the Board's Policy for Intercollegiate Athletics as described in Section 8 of the Internal Management Directives, specifically including the subsection thereof entitled Code of Ethics.
3. Failure to perform the responsibilities of an academic staff member, arising out of a particular assignment, toward students, toward the faculty member's academic discipline, toward colleagues or toward Oregon Tech in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities and protecting the health and safety of persons in the Oregon Tech community.

Section 2. Exceptions. This Article shall apply to all situations which may require disciplinary action or sanctions, except to the extent there is a conflict with applicable laws, regulations, or guidelines. Some allegations against bargaining unit members must be investigated in accordance with applicable laws and associated guidelines, and in those cases, the procedures and standards of this Article shall be preempted by those laws and associated guidelines. In accordance with those

applicable laws and guidelines, bargaining unit members will receive notice of the allegations at the outset of the investigation. Once the investigation ends, the provisions of this Article shall apply.

Section 3. Progressive Disciplinary Actions. In order to be considered disciplinary in nature and grievable under Article 16: Grievances, Oregon Tech must expressly identify the action as disciplinary. Annual Performance Evaluations, Promotion and Tenure determinations, and compensation decisions are not considered disciplinary.

Discipline shall be appropriate to the circumstances and proportionate to the seriousness of the offense.

Oregon Tech is committed to the use of progressive discipline, except when the severity of the alleged offense or bargaining unit member's history of discipline warrants such a deviation. Normally, disciplinary actions are intended to proceed in the following progressive manner, often using actions including: oral reprimand with notation to file, written reprimand, and actions more severe than written reprimand (such as temporary suspension from the assignment for which they are failing to meet professional obligations, suspensions with or without pay, and discharge).

In determining whether to administer a disciplinary action and the severity of such discipline, Oregon Tech shall consider the egregiousness of the conduct in addition to the bargaining unit member's prior conduct and disciplinary record. A bargaining member's disciplinary record, whether identical in nature or not, may have a cumulative effect, resulting in a deviation from the progressive manner or a more severe disciplinary action including discharge.

Within sixty (60) calendar days of the appropriate administrative supervisor's knowledge of a condition upon which a disciplinary action may issue, the appropriate administrative supervisor shall identify in writing: 1.) the conduct that failed to adhere to the expected standards; 2.) the (potential) discipline that is being imposed or proposed; 3.) expectations for future behavior or performance; 4.) any suggested or required remedial activities that the bargaining unit member must undertake; 5.) a notation that a failure by the bargaining unit member to address concerns raised by the disciplinary action may form the basis of a subsequent disciplinary action; and, 6.) inform the bargaining unit member of the right to file a grievance under Article 16: Grievances.

Disciplinary actions more severe than a written reprimand (i.e., suspension with or without pay, removal from the assignment for which the bargaining unit member is failing to meet professional obligations, or termination) shall, in addition to including the information in the preceding paragraph, set a date, time, and place for a meeting to occur between the appropriate administrative supervisor and bargaining unit member in which the bargaining unit member may present evidence that rebuts or mitigates the conduct upon which the notice is based.

If the bargaining unit member wishes to have such a meeting, they shall request such by submitting in writing their evidence that rebuts or mitigates no later than seven (7) calendar days before the meeting. The appropriate administrative supervisor shall issue a written response to the meeting within twenty-one (21) calendar days of the meeting that either withdraws, modifies, or adheres to the disciplinary action proposed in the notice. If modified or adhered to, the disciplinary action shall include the effective date of the disciplinary action, proposed expectations for future behavior or performance, any suggested or required remedial activities that the bargaining unit member must

undertake, and a notation that a failure by the bargaining unit member to address concerns raised by the notice may form the basis of a subsequent disciplinary action.

The decision to impose a disciplinary action is not stayed pending the outcome of a grievance or arbitration.

Section 4. Union Representation. A bargaining unit member who reasonably believes that an investigatory interview may result in disciplinary action has a right to request that a union representative be present during such interview.

Should Oregon Tech believe that an investigatory interview may result in disciplinary action they will inform the bargaining unit member of their right to have a union representative present during such interview when the interview is scheduled so that they may secure the representation if they so choose.

Section 5. Administrative Leave during Investigations of Misconduct. A bargaining unit member may be placed on administrative leave, with pay, during the investigation of alleged misconduct based on the severity of the allegation(s). Notice of this action shall be provided by the appropriate administrative supervisor to the bargaining unit member in writing prior to the start of the administrative leave outlining the reasons for the leave, and anticipated length of leave, and a date by which the bargaining unit member may present written evidence that rebuts or mitigates the proposed type and length of leave. A decision on any evidence presented shall issue within fourteen (14) calendar days.

The administrative leave shall generally be limited to seventy-five (75) calendar days, but may be extended where the complexity of the investigation, the number of witnesses identified, or the volume of information which needs to be gathered and reviewed necessitates more time. In advance of implementing any such extension, Oregon Tech shall provide written notification to the bargaining unit member indicating how much additional time is necessary and reasons for the extension of the investigation.

No notice is required for administrative leave when, in the judgment of the President, or designee, the presence of a bargaining unit member on Oregon Tech property presents a threat to the health, safety, or welfare of the Oregon Tech community, or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of any member of the Oregon Tech community. In such circumstances, the administrative leave shall be with pay and the bargaining unit member will be removed and barred from Oregon Tech property pending further direction from Oregon Tech.

Section 6. Absence Without Authorized Leave. If a bargaining unit member is absent for seven (7) consecutive calendar days without leave authorized under this Agreement or the law during the term of their appointment, the bargaining unit member may be considered to have abandoned their position and voluntarily resigned from employment with Oregon Tech. Before terminating the bargaining unit member's employment, Oregon Tech shall notify in writing the bargaining unit member, with a copy to the Association, by U.S. first class mail to their last known address on file with the Office of Human Resources, and by email to their work email address, and provide the bargaining unit member with at least seven (7) calendar days to respond. If the bargaining unit member fails to respond, Oregon Tech will deem them to have resigned and that action is not

subject to Article 16: Grievances. If the bargaining unit member timely responds, Oregon Tech shall consider that response in determining what, if any, employment action to issue.

Section 7. Termination without Cause. Termination of a bargaining unit member prior to the expiration of their appointment, termination of a tenured bargaining unit member, or other action, taken for, financial programmatic, or other administrative considerations shall not be covered by this Article.

Article 16: Grievances

Section 1. Purpose. The purpose of this Article is to provide a procedure that promotes the prompt and efficient resolution of grievances. The parties encourage informal resolution of grievances, whenever possible, and encourage open communication between bargaining unit members and administrators to avoid resorting to formal grievance procedures, except when unavoidable.

Oregon Tech is not obligated to observe any other procedure for the resolution of grievances, as that term is defined herein, other than those procedures outlined in this Article.

Section 2. Definitions.

- a. “Grievance” is an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement. The term “grievance” shall not include complaints related to matters of academic judgment, except to claim procedural steps were not followed.
- b. “Grievant” means the Association or bargaining unit member(s) bringing forth a grievance as defined above.
- c. “Academic judgment” shall mean, except as explicitly limited by this Agreement, the judgment by administrators concerning: (1) academic standards, competence, and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; or (2) curricula and educational policy.
- d. “Day” means calendar day.

Section 3. General Provisions.

- a. A Grievant has the right of self-representation at any pre-arbitration step in the grievance procedure and/or may choose to be accompanied by the Association’s designated official. Oregon Tech will notify the Association’s grievance officer of the filing of a self-representation grievance, and provide it with a copy of the grievance, within seven (7) days of receipt of the grievance. Any resolution of a self-representation grievance shall be consistent with all the terms of this Agreement and be sent to the Association within seven (7) days of the resolution.

- b. If requested by Grievant, the Association has the right to be present at, and to participate in, any Step in the grievance procedure outlined below, but shall not interfere with the right of self-representation.
- c. A bargaining unit member who is serving as the Association's grievance officer and files a grievance on their own behalf shall not participate in the Association's decision to advance their grievance to Arbitration.
- d. Time is of the essence in the presentation of grievances. The time limits provided below for the initial presentation of a grievance are measured from the date of the act, omission, or commencement of condition upon which the grievance is based; or from such later date that the Grievant knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.
 - i. In the event the time limit expires on a Saturday, Sunday, or holiday recognized by Oregon Tech, the time limit is automatically extended to the next business day.
 - ii. Time limits shall be extended for bargaining unit members who are on approved protected leave, other than sabbatical leave under Article 12, and resume the business day after returning from the leave.
 - iii. When mutually agreed upon by the parties, the time limits in any step of the grievance procedure may be modified. Any agreement to modify the time limits must be in writing.
 - iv. If the grievant or Association fails to meet the specified time limits, including any written modifications thereof, at any step of the grievance procedure, the grievance shall be considered withdrawn and it cannot be resubmitted or refiled. If Oregon Tech fails to issue a response within the specified time limits, including any written modifications thereof, at any step of the grievance procedure, the grievance may be advanced to the next step of the grievance procedure.
- e. Grievances and Notices of Intent to Arbitrate shall only be submitted on the forms attached in Appendix D of this Agreement (i.e., Grievance Form, Grievance Review Forms, and Notice of Intent to Arbitrate). All sections of the appropriate form being submitted must be completed, and then signed by the Grievant. The Association President or Grievance Officer may sign when a grievance is filed on behalf of multiple members or the Association.
- f. Once a grievance is filed, neither the Grievant nor the Association shall expand upon the original elements and substance of the written Grievance Form.
- g. Oregon Tech may deny, with leave to refile within the time limits set forth in this Article, a grievance that is not filed in accordance with this Article.

- h. A grievance may not be presented under this Article which occurred prior to the effective date of this Agreement.
- i. A grievant, or the Association as the case may be, may withdraw a grievance at any time.
- j. For all meetings under this Article, the parties shall inform each other at least one (1) day in advance of the meeting as to who will participate in the meeting. A failure to comply with this provision shall not act to cancel the meeting but will act to bar attendance by those not disclosed.
- k. If the matter being grieved relates to an act or omission by the College Dean or Provost, the grievance may be presented at Step Two or Step Three, utilizing the Grievance Form.
- l. If the matter being grieved relates to an act or omission by the President, the grievance may be presented at Step Three, utilizing the Grievance Form.

Section 4. Presentation of Grievances.

The Grievant or the Association may initiate the grievance process through either the informal or formal procedure described below.

Informal Procedure. The Grievant or the Association shall file the grievance on the Grievance Form, consistent with the requirements of this Article, with the administrator most directly concerned in an attempt to resolve the grievance informally. Such filing must occur within thirty (30) days from the date of the act, omission, or commencement of condition upon which the grievance is based; or from such later date that the Grievant knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.

The parties should meet within fourteen (14) days of receipt of the Grievance Form to encourage open communication and attempt to avoid the formal process. The administrator shall provide a written response to the party filing the grievance within fourteen (14) days of receiving the Grievance Form or conclusion of the meeting if one occurs.

If the grievance is not satisfactorily resolved, it may be advanced to the formal procedure, below, within twenty-one (21) calendar days of receipt of the written response.

Formal Procedure. The Grievant or the Association shall file the grievance on the Grievance Form, consistent with the requirements of this Article, at the Step 1 level, unless the conditions of provisions (k) or (l) above are met to initially file at Steps 2 or 3. If the informal process was not utilized, the **initial** filing must occur within sixty (60) days from the date of the act, omission, or commencement of condition upon which the grievance is based; or from such later date that the Grievant knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.

Step 1: College Dean or University Librarian Level. The Grievant or the Association shall file the grievance on the Grievance Form consistent with the requirements of this Article with, as appropriate, the College Dean or University Librarian, or their respective designee.

Upon request of either party, the parties shall meet within fourteen (14) days of receipt of the Grievance Form. As appropriate, the College Dean or University Librarian, or their respective designee, shall send a decision in writing to the party filing the Grievance Form within fourteen (14) days of receiving the Grievance Form or conclusion of the meeting if one occurs.

Step 2: Provost's Level. If the Grievant is not satisfied with the decision at Step 1, a request for review may be filed on the Grievance Review Form with the Provost or Provost's designee within fourteen (14) days of the date of the decision at Step 1.

Upon request of either party, the parties shall meet within fourteen (14) days of receipt of the Grievance Review Form. The Provost or Provost's designee not hearing the grievance at Step One, shall send a decision in writing to the party filing the Grievance Review Form within fourteen (14) days of receiving the Grievance Review Form or conclusion of the meeting if one occurs.

Step 3: President's Level. If the Grievant is not satisfied with the decision at Step Two, a request for review may be filed on the Grievance Review Form with the President or President's designee within fourteen (14) days of the date of the decision at Step Two.

Upon request of either party, the parties shall meet within fourteen (14) days of receipt of the Grievance Review Form. The President or President's designee not hearing the grievance at Step One or Two, shall send a decision in writing to the party filing the Grievance Review Form within fourteen (14) days of receiving the Grievance Review Form or conclusion of the meeting if one occurs.

Section 5. Notice of Intent to Arbitrate. If the Grievant is not satisfied with the decision provided in Step 3, the Association may file a Notice of Intent to Arbitrate form, in Appendix A, with the President or the President's designee and General Counsel within thirty (30) days of the date of the decision at Step 3. The process for arbitration is outlined in Article 17: Arbitration.

No Grievant may advance a grievance to arbitration unless it is with the approval and participation of the Association.

[Article 17: Arbitration](#)

Section 1. Arbitration of Grievances. If the grievance brought under Article 16: Grievances is not resolved at the President's level, only the Association may, within thirty (30) calendar-days of the date of the written response from the President or President's designee, file a Notice of Intent to Arbitrate form, found in Appendix A with the President and General Counsel of Oregon Tech. Failure to file the Notice of Intent to Arbitrate form within the time limit shall be deemed a waiver of the right to arbitrate and a withdrawal of the underlying Grievance without the ability to refile.

Section 2. Mediation. Within ten (10) business days of filing the Notice of Intent to Arbitrate, the parties may mutually agree in writing to submit the issue to mediation and request from the Oregon Employment Relations Board ("ERB") that a mediator be assigned.

If mediation is not mutually agreed upon within the timeframe above, the Association shall have ten (10) business days (i.e., twenty (20) total business days from the date of filing the Notice of Intent to Arbitrate) to then submit its request to the ERB for a list of seven (7) arbitrators, preferably with a background in higher education and none of whom shall be an employee or consultant, or previous employee or previous consultant, of Oregon Tech or AAUP.

If mediation is chosen and fails to resolve the issue, the Association will then have five (5) business days of either party declaring in writing to the other party that mediation has failed to resolve the issue to then submit its request to the ERB for a list of seven (7) arbitrators, as noted above. The cost of the mediator shall be split equally between the parties.

Section 3. Selection of an Arbitrator. Within ten (10) business days of receipt of the ERB's list of arbitrators, the parties shall attempt to mutually agree upon an arbitrator from that list or any other mutually agreeable arbitrator, preferably with a background in higher education, who may not appear on the list. If the parties are unable to mutually agree upon an arbitrator, the parties shall strike names from the ERB list. Each party shall alternately strike one (1) name from the list, with the first strike determined by coin toss. The last remaining person on the list shall be selected as the arbitrator.

Upon the arbitrator's acceptance of the case, the hearing shall be held without unreasonable delay.

Section 4. Arbitrability. If arbitrability is in dispute between the parties, the arbitrator must decide the question of arbitrability first. The issue of arbitrability may be raised with the arbitrator through a motion to dismiss either before the date of the arbitration or at the beginning of the arbitration. If the motion is filed before the date of the arbitration, the moving party must file the motion with the arbitrator and opposing party no less than forty-five (45) calendar days before the date of the arbitration. If the motion is filed at the beginning of the arbitration, the parties will comply with the requirements of the arbitrator.

Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, or the scheduled date if the issue of arbitrability was raised with the arbitrator prior to the scheduled date provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed. Filing for such review shall occur at any time. Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Section 5. Submission Agreement. Prior to the date of arbitration, the parties shall attempt to meet and draft a submission agreement to include the precise issue to be submitted to arbitration, which party has the burden of proof, what burden of proof will apply, a stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, which party has the burden of proof, or what burden of proof will apply, each party shall submit its own version as to any of these upon which the parties cannot agree.

Section 6. Conduct of the Hearing. The arbitrator shall hold the hearing in Klamath Falls, Oregon; Salem, Oregon; Wilsonville, Oregon; or, Everett, Washington, depending on the grievant(s)

assigned work location during employment by Oregon Tech. The parties are also free to mutually agree to any one of these locations or another location, which may include a remote hearing.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

Section 7. Authority of the Arbitrator. The arbitrator derives their authority wholly and exclusively from the express terms of this Agreement. The arbitrator shall neither add to, subtract from, nor modify the terms of this Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation of this Agreement and the information provided by the parties during the arbitration proceeding. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted. The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of Oregon Tech and the Board of Trustees which have not been expressly limited by this Agreement. Nor shall the arbitrator consider the discipline of members of another bargaining unit or other Oregon Tech employees who are not members of the bargaining unit represented by the Association in rendering a decision.

In cases involving the exercise of “academic judgment,” the arbitrator shall not substitute their personal judgment for that of the official who made the decision, but shall confine the determination to whether the procedural steps were followed in making the decision. If the arbitrator determines that procedural steps were not followed, the arbitrator shall direct the official to reconsider the matter in accordance with the relevant procedural steps. In such case, the arbitrator may not direct that a bargaining unit member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a decision is made following the appropriate procedural steps. With respect to a bargaining unit member whose timely notice is related to the last year before indefinite tenure must be granted, any extension of an appointment shall be considered a written exception that indefinite tenure must be granted.

Section 8. Arbitrator’s Opinion and Award. The Opinion and Award of the arbitrator shall be final and binding upon the parties as to the issue submitted, provided that either party may seek to vacate such in accord with applicable law. The Opinion and Award of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing, unless the parties have agreed to additional time, and shall be in writing setting forth findings of fact, reasoning, and conclusions on the issue submitted.

An arbitrator’s Award shall be consistent with the terms of the grievance and the remedy requested, and may or may not be retroactive as the equities of each case may demand.

Section 9. Costs. All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration.

Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing required by the arbitrator shall be divided equally between the parties and each party shall be

furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense and shall provide the arbitrator and the other party with a copy at no charge.

Oregon Tech shall comply with [ORS 243.798](#) regarding a designated representative who participates in or prepares for an arbitration proceeding.

Should a grievance be withdrawn after selection of an arbitrator, all charges by the arbitrator shall be paid by the withdrawing party unless the grievance is withdrawn pursuant to a settlement of the grievance.

[Article 18: Compensation](#)

Section 1. Individual Salary Increases. Nothing in this Article shall prevent Oregon Tech from making individual bargaining unit member salary increases, as needed, on a case-by-case basis, including retention increases or equity adjustments. Oregon Tech shall notify the Association of such increases by highlighting these changes in the information exchange under Article 5: Association Rights.

Section 2. Existing Compensation Agreements. Any agreements related to compensation made between Oregon Tech and individual bargaining unit members prior to the effective date of this Agreement are considered null and void and shall not continue beyond the effective date of this Agreement, unless those terms have been approved by Oregon Tech since the effective date of the Inaugural CBA and placed in the bargaining unit member's personnel or academic file.

Section 3. Annual Compensation Increases.

(A). Bargaining unit members who had an appointment at Oregon Tech on or before October 1 of the preceding calendar year as the effective date of the increase identified in subsection (B), below, shall be eligible to receive the specific increases identified in subsection B, below.

(B). Annual Increases.

(1) Effective September 15, 2025, eligible bargaining unit members as defined in subsection (A), above, shall receive a two percent (2.0%) increase to their base salary. In addition, Oregon Tech shall issue equity adjustments as identified by the parties during negotiations.

(2) Base Salary Adjustments.

(i) Effective January 1, 2026, Oregon Tech shall issue a one-time base salary adjustment for bargaining unit members as identified in Appendix E.

(ii) Effective January 1, 2027, Oregon Tech shall issue a one-time base salary adjustment for bargaining unit members as identified in Appendix E.

(3) Academic Year 2027 - 2028. Effective January 1, 2028 for 11- and 12-month appointments, and February 1 for 9-month appointments, eligible bargaining unit members

as defined in subsection (A), above, shall receive a three percent (3.0%) increase to their base salary.

(4) Academic-Year 2028 - 2029. Effective at the start of the Notice of Appointment (July 1 for 11- or 12-month appointments, and around Sep 15 for 9-month appointments), eligible bargaining unit members as defined in subsection (A), above, shall receive three percent (3.0%) added to their base salary and be eligible for a merit increase up to an additional one percent (1.0%) added to their base salary based upon the results of their individual job performance as measured by their APE and approved by the College Dean.

(5) Academic-Year 2029 - 2030. Effective at the start of the Notice of Appointment (July 1 for 11- or 12-month appointments, and around Sep 15 for 9-month appointments), eligible bargaining unit members as defined in subsection (A), above, shall receive three percent (3.0%) added to their base salary and be eligible for a merit increase up to an additional two percent (2.0%) added to their base salary based upon the results of their individual job performance as measured by their APE and approved by the College Dean.

Section 4. Increase or Reduction of Compensation.

(A). Increase. If, as of January 1 of each calendar year under this Agreement, the total of Public University Support Fund, Engineering Technology Sustaining Funds and Lottery Fund state appropriations distributed to Oregon Tech for the current fiscal year, is increased cumulatively by five percent (5.0%) or more over the prior fiscal year (excluding restoration of prior funding cuts) and Oregon Tech's current academic year fall term fourth week student credit hours enrollment, exclusive of Dual Credit and Advanced High School Credit as compared to the average of the same credit hours for the prior three (3) fall terms reveals a two percent (2.0%) increase or more, the parties shall meet to negotiate an increase in the merit component of Section 3(B)(4) and (5), for the upcoming calendar year, pursuant to [ORS 243.698](#). The parties recognize that such negotiations may delay the effective dates identified in Sections 3(B)(4) and (5), above.

(B). Reduction. If, as of January 1 of each calendar year of this Agreement, the total of Public University Support Fund, Engineering Technology Sustaining Funds and Lottery Fund state appropriations distributed to Oregon Tech for the current fiscal year, are a net decrease compared to the prior fiscal year or are increased cumulatively by less than three percent (3.0%) or Oregon Tech's current academic year fall term fourth week student credit hour enrollment, exclusive of Dual Credit and Advanced High School Credit as compared to the average of the same credit hours for the prior three (3) fall terms reveals a one percent (1.0%) increase or less, the parties shall meet to negotiate a reduction in the merit component of Section 3(B)(4) and (5), for the upcoming calendar year, pursuant to [ORS 243.698](#). The parties recognize that such negotiations may delay the effective dates identified in Sections 3(B)(4) and (5), above.

Section 5. Salary Minima. Effective September 16, 2025, the minimum salary for bargaining unit members holding a 1.0 FTE 9-month appointment will be \$52,300. Appointments of 11- or 12-months or those at less than 1.0 FTE will have minima adjusted proportionately.

Section 6. Tenure and Promotion.

(A). Increases. A bargaining unit member who is awarded tenure or promoted in academic rank shall receive the following increase to their annual base salary at the beginning of the next academic year

Awarding of Tenure:	\$3,000
Promotion to Associate Professor:	\$3,000
Promotion to Professor:	\$8,000
Promotion to Senior Instructor 1/ Associate Librarian:	\$4,000
Promotion to Senior Instructor 2/ Senior Librarian:	\$6,000

For bargaining unit members who received a promotional increase as a result of an academic year's promotion and tenure review process are eligible for other salary increases, if any. Tenure and promotion raises shall be effective the beginning of the following academic year.

(B). Post-Tenure Review Bonus. Bargaining unit Professors shall be reviewed every five years and will receive the following increase to their annual base salary at the beginning of the next academic year:

Excellent rating:	\$3,000
Exemplary rating:	\$5,000

Those who receive a satisfactory rating shall receive a one-time bonus in the amount of \$2,000.

Section 7. Program Director Stipend. By June 1 of the preceding academic year the College Dean or Dean's designee, at their sole discretion, may assign bargaining unit members to serve as Program Directors for their department. Exceptions may be made by the College Dean or Provost's designee.

The Program Director shall assist the department leadership in the following areas:

- **Student recruitment and success** (i.e., program promotion and marketing; student retention, recruitment and advising coordination). A Program Director may be assigned for units that have above 7,000 total SCH (department and non-department) from the prior academic year.
- **Discipline or Professional Accreditation** (i.e., annual reports, self-studies, site visits). A Program Director may be assigned for units that have Professional or Discipline specific accreditation.
- **Program Assessment** (i.e., OIT annual reports). A Program Director may be assigned if there are no professional or discipline accreditation within the department

For this work, if a Program Director is assigned, Oregon Tech shall provide the bargaining unit member so assigned a one-time annual stipend of \$3,000, that is payable monthly during the

academic year. Should an assigned Program Director change for any reason, the stipend will be adjusted.

No other stipend or release shall be given to Program Directors or other department positions except pursuant to this Section.

Section 8. Overload. Instructional overload assignments and any exceptions to such assignment or compensation must receive approval from the Provost or their designee.

When a bargaining unit member is assigned and teaches instructional workload beyond that which is identified in Article 9: Workload, all courses taught by that bargaining unit member during the academic year shall be sorted in order of their student enrollment from least to most students enrolled. Overload compensation shall then be applied to the courses from least to most enrolled. This overload rate shall be one thousand one hundred dollars (\$1,100) per instructional workload unit.

Additionally, a class with an enrollment larger than fifty (50) may also be awarded a stipend, based on innovation, technology, delivery, or other course requirements.

Bargaining unit members may request from the Provost that compensation for instructional overload take the form of class release in future terms of the same academic year. The decision to grant the request is within the sole discretion of the Provost.

Section 9. Summer Term for Bargaining Unit Members on a 9-month Contract. Summer Term appointments shall be compensated at one thousand one hundred dollars (\$1,100) per instructional workload unit.

Summer Term instructional workload units shall be recalculated after census enrollments are captured and compensation adjusted accordingly.

For other summer term hourly contract work, the hourly rate shall be fifty dollars (\$50.00) per hour.

Section 10. Sponsored Programs. Compensation for work performed on sponsored agreements or matching funds must be consistent with the Sponsored Program requirements. Such compensation is not to exceed the bargaining unit member's base salary rate.

Appointments for which compensation is paid, in whole or in part, with federal funds shall follow the standards established in Federal Cost Principles for Educational Institutions and may be ineligible for an overload appointment or extra compensation. Notwithstanding this requirement, a bargaining unit member may receive compensation that exceeds the member's base salary so long as the extra appointment and its compensation is approved specifically by the granting agency and does not exceed twenty percent (20%) of member's base salary or all compensation during the contract period of the bargaining unit member.

Section 11. Other Compensation. At the sole discretion of the Provost or designee, bargaining unit members may be awarded a stipend for performing academic-based projects. Notwithstanding the previous sentence, the following academic-based activities will be awarded a stipend at the described rate.

(A) Stipends: A bargaining unit members may be assigned to take on one of the following responsibilities and be awarded a \$4,000 annual stipend, payable monthly during the academic year. Should an assigned bargaining unit member change for any reason, the stipend will be adjusted.

- i. Radiation Safety Officer/Liaison
- ii. Chemical Safety Officer/Liaison
- iii. Faculty Athletics Representative

Article 19: Benefits

Section 1. Definitions. For the purposes of this Article, the following definitions apply:

(A). Core Insurance Benefits. Core insurance benefits shall include medical, dental, basic vision, and basic life insurance. These benefits need not be offered by the same authorized or sponsored insurance program.

(B). Eligibility. Bargaining unit members who meet the eligibility requirements of the employer offered insurance program(s) are considered eligible to receive the core insurance benefits.

(C). Employer Offered Insurance Program(s). Employer offered insurance program(s) includes any insurance program(s) authorized or sponsored by Oregon Tech to provide core insurance benefits to bargaining unit members. Authorizing or sponsoring an insurance program(s) to provide core insurance benefits is within the sole and exclusive discretion of Oregon Tech.

(D). Opt-Out. Bargaining unit members who meet the eligibility requirements of the employer offered insurance program(s) may elect to opt-out of one or more of the core insurance benefits.

Section 2. Employer Offered Insurance Program. Through the term of this Agreement, Oregon Tech authorizes the Oregon Public Employee Benefit Board (“PEBB”) as the employer offered insurance program to provide all core insurance benefits identified in Section 1(A), above, to bargaining unit members eligible to receive those core insurance benefits. If employees in all other employee groups at Oregon Tech are placed in a different employer offered insurance program, bargaining unit members will be placed in that insurance program.

Section 3. Premium Contributions.

(A). For the period this Agreement is in effect, Oregon Tech will contribute ninety-five percent (95%) of the monthly premium contributions for the core insurance benefits, and the employee will contribute five percent (5%). Where the bargaining unit member has the opportunity to choose between at least two (2) plans issued by the employer offered insurance program(s) and the bargaining unit member enrolls in the least expensive health insurance plan available to them, the bargaining unit member’s premium shall be reduced by two percent (2%).

(B). Bargaining unit members are able to enroll for core insurance benefits within thirty (30) calendar days of their date of hire or during open enrollment. Coverage is effective the first day of the calendar month following enrollment, or pursuant to the enrollment process and timelines.

(C). In the event employees in all other employee groups at Oregon Tech are required to contribute more than five percent (5%) of the monthly premium for core insurance benefits as identified in subsection (A), above, Oregon Tech and the Association agree to meet within thirty (30) calendar days of Oregon Tech providing notice to the Association of Oregon Tech's intent to negotiate changes in the monthly premium identified in subsection (A), above.

Section 4. Opt-Out. A bargaining unit member may choose to opt-out of one or more core insurance benefit coverages. When opting out of a core insurance benefit coverage, the bargaining unit member may receive a portion of the monthly benefit amount as taxable income as determined by the Employer offered insurance program.

Section 5. Retirement Benefits. Bargaining unit members may participate in the Oregon Public Employees Retirement System ("PERS") (including Oregon Public Service Retirement Plan ("OPSRP"), the Optional Retirement Plan ("ORP"), the Tax-Deferred Investment 403(b) Plans ("TDI"), and the Oregon Savings Growth Plan 457, as set forth by Oregon law and plan documents.

A new bargaining unit member, who has not made a prior election, will be provided an opportunity to make an election at the appropriate time as set forth by law and plan documents, on which retirement plan they will participate. If no election is made the default retirement program will be the plan set forth by law and plan documents.

Oregon Tech will make contributions to PERS or ORP, as required by law and plan documents.

If Oregon Tech is prohibited by law from continuing to pay an employee contribution (generally known as the employee pickup) for any bargaining unit member, or the State Legislature or the Higher Education Coordinating Commission reduces Oregon Tech's state allocations as a result of a legal prohibition on paying the employee pickup, Oregon Tech will, after implementation of its legal obligation(s), bargain with the Association over any impacts such may have on bargaining unit members' employment relations.

Section 6. Campus-wide Benefits and Services. Bargaining unit members shall have access to the campus-wide benefits and services that Oregon Tech provides equally to all employee groups

Section 7. Tuition Discounts/Staff Fee Privileges. Bargaining unit members are eligible to register for classes at a reduced rate according to the Staff Fee Privilege as agreed upon by the Oregon Public Universities - Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, the University of Oregon, Southern Oregon University, and Western Oregon University as described at [Staff Fee Privileges](#) (application forms, information, exceptions, and other related information is accessible from the Office of Human Resources).

The Association recognizes that Oregon Tech and the other Oregon Public Universities who are parties to the Staff Fee Privilege have the unilateral right to modify, change, or delete the scope of the privilege including, but not limited, the programs of studies and courses offered, and a

University's continued participation in the Staff Fee Privilege program (including Oregon Tech's participation).

Section 8. Other Benefits. Oregon Tech will pay all costs that it is legally required by the U.S. Government to pay in association with applying for, or renewing, an H-1B, J1, or E-3 employment-based visa for the bargaining unit member.

Whenever a bargaining unit member is required to be part of a professional organization or to maintain professional licensing for programmatic accreditation, Oregon Tech shall pay for one (1) annual membership to a professional organization that meets programmatic accreditation or the professional licensing renewal.

Article 20: Leaves

Section 1. General. Oregon Tech shall comply with applicable state and federal laws or guidance regarding leaves. Oregon Tech will maintain all Leaves-related policies applicable to bargaining unit members on the Oregon Tech website supporting policies applicable to faculty. Additional details pertaining to leave will be provided on the Office of Human Resources ("OHR") website.

Section 2. Sick Leave with Pay.

(A). General Process. All bargaining unit members appointed at 1.0 FTE shall be credited with eight (8) hours of sick leave for each full month of employment, or two (2) hours for each full week of employment less than one (1) month; bargaining unit members employed .5 FTE or more will be credited a prorated amount.

Sick leave shall be used in compliance with the most recently adopted OARs and other State of Oregon leave policies and procedures.

Sick leave is not earned or used during sabbatical leave, professional leave, career development leave, or leave without pay. Sick leave may not be used when a bargaining unit member is on administrative leave without pay or when suspended without pay. Sick leave credit shall be earned during sick leave with pay and during other periods of paid leave. There is no limit on the amount of sick leave that may be accrued.

Bargaining unit members may be eligible for an advancement on their unearned sick leave pursuant to Oregon Tech policy (former [OAR 580-021-0040\(5\)](#)).

(B). Paid Leave Oregon. Oregon Tech will comply with all applicable laws and regulations associated with Paid Leave Oregon, including ensuring access of all bargaining unit members to the benefits of Paid Leave Oregon or the equivalent plan. Oregon Tech shall maintain updated information on the HR website or TechWeb related to Paid Leave Oregon.

Bargaining unit members who utilize the Paid Leave Oregon or equivalent plan, if the employee chooses, may use available accrued sick time or vacation leave. Bargaining unit members shall

determine the order in which they use the appropriate leave options. If the member does not specify the order of use, sick leave will be used first.

Given a conflict between this Agreement and Paid Leave Oregon laws, the university will follow Paid Leave Oregon laws.

Section 3. Family Medical Leaves. Oregon Tech will abide by applicable state and federal laws or guidance concerning family/medical leave, providing job and benefits-protected leave to employees for certain family and medical reasons. In cases where leave qualifies both under state and federal family medical leave, leave shall be designated under the applicable law(s). At the bargaining unit member's discretion, during a leave of absence, they may use accrued paid leave and may retain a minimum balance of forty (40) hours of sick leave before taking unpaid leave.

Upon return to work following the protected leave, the bargaining unit member shall be restored to the same or equivalent available and suitable position without loss of salary level, years in rank, retirement service credits, or any other privilege or right that had been earned at the time the leave of absence commenced, but reduced by any paid leave the bargaining unit member used during the leave of absence.

Section 4. Vacation Accrual. Eligible bargaining unit members with a twelve (12) month, 1.0 FTE appointment accrue fifteen (15) hours of vacation per month. No faculty member may accrue in excess of two hundred and sixty (260) hours. Eligible bargaining unit members appointed at 1.0 FTE accrue 15 hours of vacation time per month; employees on appointments between .50 - .99 FTE will accrue vacation time in proportion to their FTE. The accrual of vacation leave is reduced on a pro-rata basis for any period of leave without pay, sabbatical leave, educational leave, and donated or borrowed leave. Vacation leave is accrued during other periods of paid leave. Vacation leave does not accrue during hourly or additional work contracts, or periods not covered by annual contract.

The maximum number of hours that can be paid upon termination of employment is one hundred and eighty (180) hours.

Section 5. Reporting Leave. Accrued leaves (sick and vacation) shall be reported using the current payroll timekeeping system on a monthly basis. Department Chairs or another appropriate administrative supervisor shall approve or deny sick or vacation leave using the current payroll timekeeping system.

Section 6. Jury Duty. When jury duty service interferes with the work assignment of a bargaining unit member, they shall be entitled to leave with pay for the time away from work required by jury service and may keep any monies paid by the court for the service. Upon receipt of a summons to jury duty, a bargaining unit member will inform the immediate supervisor of the date(s) for which the bargaining unit member has been summoned to jury duty and will provide the supervisor and the payroll office with a copy of the summons, if requested.

Section 7. Unpaid Leaves of Absence.

(A). At the sole discretion of the Provost, or designee, leaves of absence without pay may be granted, subject to subsection (B), below, to any bargaining unit member for the following reasons:

1. the desire to pursue or complete advanced training (i.e., career development leave);
2. appointment to a position elsewhere for a limited time, where such appointment serves the best interests of Oregon Tech as well as those of the individual (i.e., professional leave); or,
3. for other reasons which shall be consistent with Oregon Tech policies, procedures, or practices now in effect or hereinafter adopted.

(B). The Provost, or designee, and bargaining unit member shall have a written agreement prior to commencing the leave that addresses the bargaining unit member's return to employment terms such as salary, years in rank, benefits, and other rights and privileges.

Section 8. Military Leave. Oregon Tech shall comply with all applicable state and federal laws or guidance regarding rights and privileges granted to bargaining unit members related to military or uniformed service. Bargaining unit members requiring military leave not related to annual training should contact the Office of Human Resources for specific application of protected leave and benefits available.

Section 9. Inclement Weather and other Campuswide closures. When the University announces a campus closure, it will determine if lost instructional time needs to be made up. If requested, bargaining unit members shall develop a customized plan to address the lost instructional time and share this plan with their Chairs and Dean or the University Librarian, as appropriate, for approval.

[Article 21: Academic Program Review, Retrenchment, or Exigency](#)

Section 1. Oregon Tech is a complex polytechnic university offering an array of applied and professional programs. As such, it is necessary for Oregon Tech to adjust staff and academic programs to align with changing industry, student, and market demand as well as adjusting programs due to financial conditions and constraints.

Therefore, this Article addresses the rights and obligations of both Oregon Tech and the Association when program review, retrenchment and exigency may occur at Oregon Tech.

Section 2. Program Review. Through ongoing review of programs (major degree programs, minors, concentrations, certificates, or continuing education, micro-credentials), Oregon Tech may adjust, reduce, reconfigure, or eliminate programs in response to changes in enrollment and industry demands, curricula changes, faculty expertise, facility requirements, technological and equipment investment demands, educational programs, mission, and focus of Oregon Tech as a normal course of business.

(A). No Separation of Employment. Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that does not result in the separation of employment of a bargaining unit member, Oregon Tech has had, and shall continue to have, the sole and exclusive management right to accomplish the program adjustment, reduction,

reconfiguration, or elimination through attrition, reassignment of tenured or tenure-track bargaining unit members within Oregon Tech, and non-renewal of career-track bargaining unit members.

(B). Separation of Employment. Where the review determines there is a need for program adjustment, reduction, reconfiguration, or elimination that results in the separation of employment of a tenured or tenure-track bargaining unit member, or a career-track bargaining unit member if timely notice of non-renewal is unable to occur, the following shall be adhered to:

(i). The Provost and appropriate College Dean shall develop a plan for the implementation of the program adjustment, reduction, reconfiguration or elimination. This plan should begin with soliciting voluntary early retirement, voluntary reduction of FTE, and voluntary non-renewal of career-track bargaining unit members with only one year of service. That plan and publicly available data that Oregon Tech relied upon to support the plan shall be presented to the Association pursuant to Article 23: Notices and Communications, with an offer to meet with representatives of the Association within fourteen (14) calendar days to discuss the plan. The Association shall accept or reject the offer to meet within four (4) calendar days of receipt of the plan. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations are due in the Provost's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of Oregon Tech's offer to meet or failure to respond to the offer to meet.

(iii). The Provost and appropriate College Dean will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time and, within fourteen (14) calendar days, shall issue a final plan to the Association and then announce the program adjustment, reduction, reconfiguration or elimination to the bargaining unit members and the Oregon Tech community.

(iv). If the Association fails to meet or provide comments and recommendations, Oregon Tech shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(v). The Final Plan is not grievable under the collective bargaining agreement, except to allege that the notices were not provided or meetings were not offered (or held if accepted) under subsections (i) and (ii), above.

(vi). Timelines under this subsection (B) may be modified only by written agreement of the parties.

Section 3. Financial Conditions. The financial health of Oregon Tech may require the adjustment, reduction, reconfiguration, or elimination of a program that leads to the separation of employment of a tenured or tenure-track bargaining unit member, or a career-track bargaining unit member if

timely notice of non-renewal is unable to occur. If this occurs, the President may declare that either a condition of retrenchment or exigency exists.

(A). Retrenchment. Retrenchment exists if circumstances arise or will imminently arise such that a failure to reduce or reallocate budgets would result in an impairment of Oregon Tech's ability to sustainably deliver its existing academic programs (as defined above), manage current administrative expenses, and meet other financial obligations within existing or likely future revenues as determined by the President.

(B). Exigency. Exigency may be declared if the President finds that the current or projected budget of Oregon Tech has insufficient funds to do any of the following:

- (i).** Maintain all essential programs and services;
- (ii).** Finance the full compensation of all bargaining unit members who are tenured, on tenure track, or on rolling contracts;
- (iii).** Finance the full compensation of all career-track bargaining unit members on fixed term appointments;
- (iv).** Finance the full compensation of all other employees at Oregon Tech; or,
- (v).** Meet existing contractual obligations.

(C). Notice and Consultation of a Financial Condition.

(i). In conjunction with announcing to the Oregon Tech community that conditions exist warranting retrenchment or exigency, as defined above, the President or designee shall notify the Association pursuant to Article 23: Notices and Communications and offer to meet with representatives of the Association within fourteen (14) calendar days of the announcement for the purpose of presenting and discussing a description and analysis of the financial condition of Oregon Tech. The Association shall accept or reject the offer to meet within four (4) calendar days of notice and offer to meet. Failure to accept or reject by the deadline will be treated as a rejection of the offer to meet.

(ii). If a meeting under subsection (i), above, occurs, then prior to the conclusion of that meeting, a date and time will be established when comments and recommendations on resolving budget challenges are due in the President's Office that is not more than fourteen (14) calendar days from the date of the meeting. If no meeting is held, the time allowed in which to submit such comments and recommendations will be due within fourteen (14) calendar days from the Association's rejection of Oregon Tech's offer to meet or failure to respond to the offer to meet.

(iii). The President will give thoughtful consideration to such comments and recommendations as are submitted by the established date and time in drafting a plan for the program adjustment, reduction, reconfiguration, or elimination that includes separations of employment for tenured or tenure-track bargaining unit members. Once drafted, the President shall submit the draft plan to the Association and allow the Association to submit

comments and recommendations to the President's Office by no later than thirty (30) calendar days after receipt of the draft plan.

(iv). The President will give thoughtful consideration to such comments and recommendations submitted within the timeframe identified in subsection (iii), above, in drafting the final plan for the program adjustment, reduction, reconfiguration, or elimination. Once drafted, the President shall issue the final plan to the Association and then announce and submit a copy that final plan to the bargaining unit members and the Oregon Tech community.

(v). If the Association fails to meet or provide comments and recommendations at any step above, Oregon Tech shall have no further obligation to meet or review the comments and recommendations after the date upon which the Association fails to meet or provide comments and recommendations.

(vi). The President's Final Plan is not grievable under the collective bargaining agreement, except to allege that the notices were not provided or meetings were not offered (or held if accepted) under subsections (i) through (iii), above.

(vii). If subsections (i) through (iv), above, are pursuant to a declaration of exigency and the President, at their sole discretion, determines that time is of the essence, the President may suspend the requirements found in those subsections.

(viii). Timelines under this subsection (C) may be modified only by written agreement of the parties.

Section 4. Determination. In determining whether to separate a bargaining unit member's employment in the plans identified in Section 2(B) and 3(C), above, Oregon Tech shall make its determination first based on needs of the program, including the need to preserve various areas of academic or research specialization, and which bargaining unit members have the best skills and abilities to accomplish future work. Following this determination, those bargaining unit members identified for separation of employment will be provided with a written Notice of Separation in the following order: career-track (starting with probationary, followed by rolling), tenure-track, then tenured.

Section 5. Notice. When Oregon Tech identifies a bargaining unit member for separation from employment pursuant to Section 4, above, Oregon Tech will take the following actions:

For faculty on career-track appointments, Oregon Tech will provide the bargaining unit member with ninety (90) days' notice prior to separation provided the bargaining unit member has exceeded seventy-two (72) workload units, otherwise the notice period in their appointment letter shall govern.

For tenure-track bargaining unit members, Oregon Tech will provide at least one hundred and five (105) days' notice given prior to expiration of the appointment;

For tenured bargaining unit members, Oregon Tech will provide at least one hundred and twenty (120) days' notice prior to termination.

*Part-time tenure-track bargaining unit members shall receive the same notice as described above, except that the length of timely notice shall be calculated in terms of FTE years of service rather than in calendar years.

Under a declaration of financial exigency, the requirement of notice prior to separation of employment is waived for all categories of bargaining unit members, though Oregon Tech may provide such notice as is deemed possible by the President given the circumstances requiring the declaration.

Section 6. Reassignment and Assistance.

(A). Prior to the effective date of separation in Section 5, above, Oregon Tech will make a good faith effort to place bargaining unit members affected within Oregon Tech in vacant faculty positions for which they are qualified as determined by the Provost or designee. If this effort fails, Oregon Tech shall make reasonable efforts to identify for bargaining unit members vacant positions outside of the bargaining unit within Oregon Tech for which they are qualified.

(B). After the effective date of separation, Oregon Tech shall assist bargaining unit members in finding suitable employment elsewhere by providing such services as verification of employment and continued use of Oregon Tech email and library privileges. Bargaining unit members who retain email and library privileges agree to do so consistent with Oregon Tech's terms of use for university email and library electronic access, and further agree to hold Oregon Tech harmless for any misuse of these privileges.

This assistance shall continue for a period not to exceed twenty-four (24) consecutive months from the date of separation.

Section 7. Recall Rights. Should Oregon Tech decide to reinstate positions eliminated under Section 2(B) and 3(C), above, then bargaining unit members who were separated from employment under Section 5, above, shall have a right to be recalled to the same or similar position from which they were separated, provided they remain qualified for the position.

This right to be recalled shall exist for a period not to exceed twenty-four (24) months, acceptance of a recall offer, or rejection of a recall offer, whichever is earlier.

A bargaining unit member who is offered reinstatement from the recall list shall have no fewer than twenty-one (21) calendar days to accept the offer. If the offer is rejected, the bargaining unit member shall have no further right to be recalled.

[Article 22: No Strike/No Lockout](#)

Section 1. No Strike. Neither the Association (on its own behalf and on behalf of its officers, agents, and members of the bargaining unit) nor any member of the bargaining unit shall cause, engage in, sanction, assist, or participate in any strike, slowdown, walkout, refusal to report to work,

mass absenteeism, or other interruption of work or picketing during the term of this Agreement or through conclusion of the dispute resolution procedures outlined in [ORS 243.712](#).

Any bargaining unit member who violates any provision of this Section may be subject to disciplinary action.

In the event of a violation of this Section, the Association, upon request of Oregon Tech, shall use its best efforts to affect the return of the bargaining unit member(s) involved to their normal work routine. Nothing contained in this Section shall be construed to be a limitation of any right of Oregon Tech to any other remedies, legal or equitable, to which it may be otherwise entitled.

If the parties do not reach agreement, the Association may exercise its right to utilize the dispute resolution procedures governing negotiations described in [ORS 243.712](#) through [ORS 243.726](#), including the right to strike.

In the event a bargaining unit member is unable to perform their assigned duties because equipment or facilities are not available due to a lawful strike, such inability to work shall not be interpreted as that individual being on strike and compensation shall not be affected, provided that the bargaining unit member informs the Office of Human Resources that they are working during the strike.

Section 2. No Lockout. Oregon Tech agrees not to lockout any bargaining unit members from their work during the term of this Agreement or through conclusion of the dispute resolution procedures outlined in [ORS 243.712](#).

In the event a bargaining unit member is unable to perform their assigned duties because equipment or facilities are not available due to lawful or unlawful activities outlined in the first paragraph of Section 1, above, such inability to provide work shall not be deemed a lockout.

[Article 23: Notices and Communications](#)

Unless otherwise provided in this Agreement, the Parties shall send all customary or required notices or communications through the Oregon Tech email system with read-receipt requested to the email addresses below.

For OT-AAUP:

unite@oregontechaaup.org, cc'ing the current OT-AAUP president (identified by OT-AAUP).

For Oregon Tech:

provostoffice@oit.edu, cc'ing the current AVP of Faculty Relations

Article 24: Distribution of Agreement

Within fourteen (14) calendar days after the parties approve a distribution-ready copy of this Agreement, Oregon Tech shall post on the webpages of the Office of the Provost and Office of Human Resources a print-ready and full-text searchable electronic version of this Agreement, following applicable state and federal accessibility guidelines. The distribution-ready copy should include hyperlinks to each Article from the Table of Contents.

The Association shall make an electronic version of this Agreement available to all its members.

Oregon Tech shall inform new bargaining unit members of this Agreement upon their hire and shall provide new hires with a website address to access this Agreement.

Article 25: Severability

In the event that any provision(s) of this Agreement is at any time declared invalid by any court of competent jurisdiction, by ruling by the Oregon Employment Relations Board, made illegal through enactment of federal or state laws, or through government regulations having the full force and effect of law, or by the inability of the employer or the Association to perform to the terms of the Agreement, such action shall render that provision unenforceable, but not invalidate the entire Agreement. Upon request by either party within sixty (60) calendar days of when a provision is declared invalid, the invalid provision(s) of this Agreement shall be reopened for negotiation under [ORS 243.698](#). All other provisions not invalidated shall remain in full force and effect.

Article 26: Totality of Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, Oregon Tech and the Association had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all understandings and agreements arrived at are set forth in this Agreement; and that this Agreement constitutes the entire and sole agreement between the parties for its duration. The parties further assert that all obligations and benefits contained in this Agreement are the result of voluntary agreement.

Each party, for the duration of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement.

Article 27: Term of Agreement and Negotiation of a Successor Agreement

This Agreement is effective the first day of the month following ratification by both parties and shall continue through June 30, 2030.

To negotiate a successor agreement, either party may give written notice to the other during the period of September 15 to October 15, 2029 of its desire to negotiate a successor Agreement and identify in that notice the subjects, sections, or Articles of this Agreement it proposes to open for negotiations. The party receiving the initial notice shall then have thirty (30) calendar days to respond in writing and identify the subjects, sections, or Articles of this Agreement it proposes to open for negotiations.

Those subjects, sections, or Articles of this Agreement not identified in the exchange of notices, or by subsequent mutual agreement, shall automatically become a part of any successor agreement.

Following exchange of the notices, the parties shall schedule a meeting to begin negotiations by no later than end of Fall Term 2029.

Article 28: Evaluation, Promotion, and Tenure

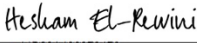
Oregon Tech reserves its right to alter, amend, modify, and make additions or deletions to the following policies, or policies that may in the future be developed, regarding evaluation, promotion, awarding of tenure, and post-tenure review of bargaining members or policies that may be developed ; Faculty Evaluation Policy (OIT-21-040), Library Faculty Evaluation Policy (OIT-20-042), Academic Rank and Promotion for Instructional Faculty (OIT-20-040), Academic Rank and Promotion for Library Faculty (OIT-20-041), Indefinite Tenure Selection (OIT-20-030), Post-Tenure Review (OIT-20-035), and Tenure Relinquishment (OIT-20-033), following Policy Addition and Revision (OIT-01-001).

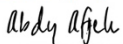
The Association reserves its right to bargain over aspects of evaluation, promotion, and tenure policies identified above that impact mandatory subjects of bargaining, by sending Oregon Tech a demand to bargain within fourteen (14) calendar days of being notified of the change and specifically identifying the impact(s) it is demanding to bargain.

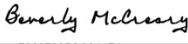
OREGON INSTITUTE OF TECHNOLOGY

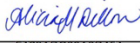
DocuSigned by:

Nagi G. Naganathan, Ph.D., ASME Fellow
President

Signed by:

Hesham El-Rewini, Ph.D., P.E.
Provost, Senior Vice President for Academic
Affairs and Strategic Enrollment Management

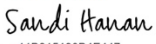
DocuSigned by:

Abdy Afteh, Ph.D., P.E., ASME Fellow
Senior Vice Provost, Research and Academic
Affairs

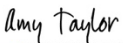
DocuSigned by:

Beverly McCreary, Ph.D.
Associate Vice Provost of Faculty Labor Relations

DocuSigned by:

Alicia Dillon, CPA
Associate Vice President for Finance-Controller,
Business Affairs

DocuSigned by:

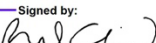
Michelle Preston, Ph.D., MLS(ASCP)CM
Associate Dean, College of Health, Arts, and
Science

DocuSigned by:

Sandi Hanan
Associate Vice President of Human Resources

DocuSigned by:

Amy Taylor
HR Associate

DocuSigned by:

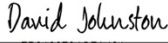
Eden Vasquez, J.D. (Miller Nash LLP)

Signed by:

Brian A. Caulfield, J.D. (USSE)
Director, Labor Relations Services
(Lead Negotiator)

OREGON TECH CHAPTER OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

DocuSigned by:

Alla Powers, MLIS
Associate Librarian

DocuSigned by:

David Johnston, Ph.D.
Instructor of Natural Sciences

DocuSigned by:

Rick Holyman
Professor of Medical Imaging Technology

Signed by:

Cristina Negoita, Ph.D.
Professor of Mathematics

DocuSigned by:

Charles Riley, Ph.D.
Professor of Civil Engineering
(Co-Lead Negotiator)

Signed by:

Kamal Gandhi, Ph.D.
Associate Professor of Natural Science
(Co-Lead Negotiator)

Letters of Agreement

Letter of Agreement - Faculty Evaluation Task Force

This Letter of Agreement is entered into by and between Oregon Tech and the Association to establish a Faculty Evaluation Task Force (Task Force) comprised of four representatives, or their designees, from administration appointed by the Provost, two representatives, or their designees, from the Association appointed by Association's President, and two representatives, or their designees, from the Faculty Senate appointed by the Faculty Senate President.

The Task Force is to conduct a thorough review of the Faculty Evaluation Policy (OIT-21-040), Library Faculty Evaluation Policy (OIT-20-042), and Faculty Merit Policy (OIT-020-016) with the goals of:

- Enhancing fairness and clarity in criteria and processes.
- Reducing or protecting against subjective bias.
- Ensuring alignment with the University's mission and its priorities and values.
- Proposing actionable improvements that are implemented in advance of the 2028-2029 Academic Year.

Policy Review

The Task Force may consider, but is not limited to considering the following with respect to each policy:

- 1. Faculty Evaluation Policy (OIT-21-040) & Library Faculty Evaluation Policy (OIT-20-042)**
 - a. Evaluations
 - i. Review the use of student numerical evaluations as a metric for instructional effectiveness.
 - ii. Consider potential biases in student evaluations (e.g., gender, race, teaching style).
 - iii. Providing implicit bias training for reviewers interpreting student feedback.
 - iv. Evaluate alternative or supplementary evaluation methods (e.g., peer review, teaching portfolios).
 - b. Department Chairs
 - i. Evaluate the role of Department Chairs
 - ii. Require Department Chairs to complete bias mitigation training as part of annual evaluation preparation.
 - iii. Assess checks and balances to prevent bias in Chair-led evaluations.
 - iv. Consider implementing standardized rubrics or calibration processes.
 - c. Assess Faculty Objective Plan (FOP) and Annual Performance Evaluation (APE) process.
 - i. Determine if expectations are clearly defined and consistently applied.
 - ii. Evaluate guidance for equitable evaluation across departments.

- iii. Develop rubrics that define and quantify expectations across ranks and evaluation criteria (instruction, research/scholarship, service) based upon new revisions to the policy.
- iv. Incorporate behavioral anchors or benchmarks aligned with rank expectations.
- v. Standardize a cross-departmental scoring guide/rubric for interpreting APE components.
- vi. Establish College benchmarks for instruction and research/scholarship standards.
- vii. Adding clearer guidelines for evaluating leadership, service, and engagement to reduce interpretive variability.
- viii. Integrating peer evaluations and self-reflection tools.
- ix. Mandating transparent weighting of each criteria category for different tracks (e.g., tenure vs. non-tenure).

2. Faculty Merit Policy (OIT-020-016)

- a. Examine the Annual Merit Score (AMS) system align it with APE reviews
- b. Evaluate if scoring criteria (0, 1, 2) are objective and well-defined.
- c. Recommend clearer rubrics or examples to guide scoring.
- d. Recommend protections against retaliation or bias.

Deliverables

The Task Force will:

- 1. Make recommendations for policy changes that improve clarity and objectivity and provide justification for those changes.
- 2. Give examples of standardized rubrics or evaluation tools.

Timeline

The Task Force shall convene by no later than November 1, 2025, and complete its work by no later than October 31, 2026 to allow Oregon Tech the opportunity to properly propose and implement policy changes and take further steps necessary in order to effectuate the merit component found in Article 18, Section 3(B)(4) and (5).

Should the Task Force fail to complete the deliverables by the timeframe described, the merit components found in Article 18, Section 3(B)(4) and (5) shall be implemented according to the then existing policies.

The Association agrees to waive its right to bargain over the impact of the changes to the policies advanced by the Task Force and approved by the President of Oregon Tech.

Appendices

[Appendix A – Workload Reallocation Request form](#)

Appendix B – Outside Activities Report form



OFFICE OF THE PROVOST Faculty Outside Activity Notification

Name: _____ Date: _____
Department: _____ College: _____
Academic Year: _____ #918: _____

Guidance on Outside Activities

Outside Activities: Shall mean any paid activity related to the work performed for the University, not excluded below. A bargaining unit member may perform only outside activities that do not interfere with or legally or ethically conflict with the full and faithful performance of the member's obligations and responsibilities to Oregon, comply with all University rules and policies, and do not violate the Oregon Government Ethics Law.

Not Outside Activities: Professionally related teaching, research, publishing, lecturing, advising governmental agencies, serving on advisory boards, and membership in professional societies, when directly related to the faculty members' professional field or assigned duties; activities that occur entirely outside of the bargaining unit members' term of appointment; activities that are wholly unrelated to the work performed by the University. For full-time faculty, paid outside activities shall not exceed one day during the course of a week, which is defined as five calendar days; part-time faculty will have activities inversely prorated by FTE.

Bargaining unit members shall refrain from teaching courses in their discipline at other colleges or universities during the term of their appointment unless they receive approval.

Nature of relationship with employer or client: _____

Contact information for employer or client: _____

Name: _____ Email: _____

Phone: _____ Address: _____

Estimated Hours Per Week: _____

Location of Activity (if different than the contact address): _____

Expected Benefit to the employer or client, yourself, and the University:

Will you require the use of any University facilities, technology, equipment, or support personnel?

No Yes If yes, describe:

In what form will you be paid: equity ownership, cash, or other? Describe:

Will the activity interfere with or legally or ethically conflict with the full and faithful performance of your obligations to the University?

No Yes If yes, describe:

***By signing below, you affirm that the information above is correct and that if the outside activity for which you are applying is approved, you agree to comply with the terms of the collective bargaining agreement, all University rules and policies, and Oregon Government Ethics Law. Also, I hereby authorize my outside employer or contracting entity to communicate directly with Oregon Institute of Technology (Oregon Tech) regarding the nature, scope, and duration of my outside professional commitments. I further consent to Oregon Tech verifying the accuracy of the information provided in this form with the outside employer or contracting entity.**

Faculty*: _____ **Date:** _____

Department Chair: _____ **Date:** _____

Dean Approval: **Approved** **Denied**(meeting required prior to denial)**

Meeting** **Date:** _____ **Time:** _____

**This meeting is for the Dean and/or Department chair to discuss how the proposed outside activity presents a conflict of interest or is interfering with their professional performance, duties, or obligations, and allow the bargaining unit member an opportunity to address how the outside activity will not create a conflict of interest or interfere with their professional performance, duties, or obligations

Dean: _____ **Date:** _____

[Appendix C – Sabbatical Application](#)

Office of the Provost**Application for Sabbatical Leave**

(Submit to department chair or appropriate administrative officer with current curriculum vitae and leave description)

For Deadline to apply, please refer to the Provost's Calendar

Name: _____ ID: _____

Present Rank: _____ Department: _____

Requested Sabbatical Dates: _____ to _____^{1*} Total Terms _____

Number of years at OT: _____ (full-time; if based on accumulated equivalent of six (6) full-time years, attach computation of eligibility)

Previous Sabbatical Leave Dates: _____

The sabbatical application should include a description of the plan for the proposed sabbatical leave period, the purpose of the proposed leave, and area of professional development contribution (scholarship, creative activity, teaching, leadership; attach the description to this application). The faculty member must demonstrate the capability of using the sabbatical period in a manner which will thereafter increase the member's effectiveness and contributions to Oregon Tech. As such, the Sabbatical Leave Application must clearly specify the intended professional development outcome(s)/artefact(s) of the proposed project; the success and merit of the proposed sabbatical leave will be weighed on achieving those ends (Article 12 Sabbatical Leave, Section 1 and OAR 580-021-0200). The review by the Provost's Office of a subsequent application for paid leave will consider the outcomes of the previous awards, if any.

The department chair or appropriate administrative officer, in consultation with the college dean, shall discuss a plan to cover the duties of the faculty member. If a plan is developed, it shall be submitted with this application to the provost. If a plan is unable to be developed, the application shall not be forwarded for further review.

By submitting this application, I understand and agree to the terms and conditions pertaining to sabbatical leave as set forth in Article 12 Sabbatical Leave of the *Collective Bargaining Agreement 2025-2030* and OARs 580-021-0200 through 580-021-0245, which are in effect and hereby incorporated into and made part of this application by reference. (For convenience, Article 12 and applicable university policies are included on pages three and four of this application, respectively.)

I understand that approved sabbatical leave is contingent upon my return to Oregon Tech for at least for a period equivalent to the number of terms spent on sabbatical upon completion of the sabbatical. If I fail to return to Oregon Tech, I agree to repay the salary and other payroll expenses including health care and retirement contributions, et al., paid by Oregon Tech on my behalf during the sabbatical leave, according to the terms in Article 12, Section 5.

I agree to submit a written report of the accomplishments and benefits resulting from the leave aligned to my sabbatical goals and objectives within thirty (30) days from the start of the academic term after returning from sabbatical leave, according to the terms in Article 12, Section 5.

Applicant Signature

Date

* Sabbatical leave must begin and end with an academic term

FOR INTERNAL USE ONLY

To be completed by Human Resources	
Eligible (years of service): ☐ Yes ☐ No	
FTE: _____	
Current Salary: \$ _____	
Sabbatical salary: \$ _____ %	
Verified by: _____	
Signature	Date

Print Name and Title	

To be completed by Academic Affairs	
Recommend for leave: ☐ Yes ☐ No	
Coverage plan developed and attached: ☐ Yes ☐ No	
_____	_____
Department Chair or App. Admin. Officer	Date
_____	_____
College Dean	Date
Committee recommendation for leave: ☐ Yes ☐ No	
Application is: ☐ Approved ☐ Denied	
_____	_____
Provost	Date

Notes:

Rev. 9/30/2025

Article 12: Sabbatical Leave

Section 1. Oregon Tech understands that sabbaticals are an important contributor to the development, recruitment, and retention of bargaining unit members. Thus, sabbatical leaves are a privilege extended by Oregon Tech for the purpose of strengthening the academic programs of Oregon Tech while also contributing to encouraging the professional development of the bargaining unit member through research, creative activity, teaching, advanced study, and/or leadership within their primary discipline. A bargaining unit member must demonstrate that they are capable of using the sabbatical period in a manner which will thereafter increase the member's effectiveness and contributions to Oregon Tech. The Provost, or designee, shall have the sole discretion to approve applications for sabbatical leave.

Section 2. Eligibility. A bargaining unit member who is tenured or career track bargaining unit members who have been promoted and are on year 1 of a rolling contract may be considered eligible for sabbatical leave* under the following circumstances:

- a) After having been continuously employed without interruption by a sabbatical leave for at least eighteen (18) academic terms (excluding Summer Term) or, in the case of 12-month faculty, at least seventy-two (72) months; or
- b) After having accumulated the equivalent of six (6) full-time years of employment over a period of 9-month or 12-month appointments, uninterrupted by a sabbatical leave.

* indicates bargaining unit members may apply as early as the Winter term of that 6th year

- c) A protected leave of absence will not prejudice the bargaining unit member's eligibility for sabbatical leave. Bargaining unit members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in subsection (a) or (b), above. Under extraordinary circumstances, a bargaining unit member may submit to the Provost in writing a request for an exception to the terms outlined in this Section.

Section 3. Application for Sabbatical. Bargaining unit members who meet the sabbatical eligibility standard in Section 2 above shall follow the Sabbatical Application Instructions (Appendix C) and complete both a Sabbatical Leave Application and a Sabbatical Course Coverage Plan in order to receive full consideration. These documents will be posted on TechWeb, under Faculty/Forms and Guidelines. Bargaining unit members interested in applying shall respond to the Provost's Office (CC dept chair) by the end of the eighth week to confirm their eligibility. The Provost Office will confirm eligibility by the end of the ninth week of fall term.

Bargaining unit members shall complete their application and submit all of the required materials to their Department Chair or appropriate administrative officer. The application must be approved and signed by both the Chair (or appropriate administrative officer) and the Dean before being submitted to the Provost's Office. Applications must include a coverage plan, developed with the Chair and approved by the Dean. Applications thus approved must be submitted to the Provost's Office no later than the end of the second week of winter term.

In applying for sabbatical leave, a bargaining unit member shall also sign an agreement to return to Oregon Tech for a period equivalent to the number of terms spent on sabbatical, or repay the salary provided pursuant to Section 5, below. Sabbatical leave must begin and end with an academic term.

Section 4. Decision. The Department Chair or appropriate administrative officer will review the application specifically in terms of the proposed sabbatical's contribution to their unit. The Department Chair or appropriate administrative officer, in consultation with the College Dean, will also discuss a plan to cover the duties of the bargaining unit members during the term of the requested sabbatical. If a plan is developed after such consultation, it shall be submitted to the Provost, along with the application for sabbatical leave, for a final decision. If a plan is unable to be developed, the application shall not be forwarded to the Provost's Office for further review.

A Sabbatical Committee comprising the College Deans, three of five tenured or promoted career faculty members appointed by the Faculty Senate Executive Committee, and one Provost appointee who will serve as the committee chair, will be charged by the Provost to provide them with

Application for Sabbatical Leave

recommendations for sabbatical leave. Approval of sabbatical leave proposals and the number of sabbatical leaves authorized shall be the sole discretion of the Provost. Bargaining unit members will be informed of the Provost's decision no later than the end of the tenth week of winter term. Applicants shall receive meaningful feedback on their proposal, particularly feedback for areas of improvement on proposals that are not approved.

More than one bargaining unit member from the same department can be approved for sabbatical leave during the same academic year. Approvals shall be based on the merits of applications, as determined by the Sabbatical Committee rankings, as described above.

In cases where sabbatical applications have equal merit, a bargaining unit member who has more time in service since their last sabbatical leave will be given highest priority for the award of sabbatical leave.

Once the term of the sabbatical leave is approved, such shall not be changed unless extenuating circumstances are presented in writing to the Provost at least one (1) full term prior to the requested date to return from the current sabbatical leave. If the Provost determines that extenuating circumstances exist to return the bargaining unit member from their sabbatical leave earlier than previously approved or to extend the length of the sabbatical only the Provost shall approve the request and determine whether or not to apply the salary rate in Section 6, below, for the newly approved term.

Section 5. Return from Sabbatical Leave. Within thirty (30) days from the start of the academic term after returning from sabbatical leave, the bargaining unit member must submit a written report of the accomplishments and benefits resulting from the leave aligned to their proposed sabbatical goals and objectives, and a presentation is due within the academic term that they return. This report is needed both for the record and as a justification of the value of the sabbatical leave program. The report is to be filed with the Provost, with a copy to the Department Chair and the College Dean. With the approval of the bargaining unit member who is granted and successfully completes a sabbatical, their initial proposal and/or final report will be made available via the Oregon Tech website for the purpose of faculty's professional development.

If a bargaining unit member fails to fulfill this obligation or separates from Oregon Tech's employment either during the sabbatical leave or prior to expiration of the equivalent terms on leave-following return from the sabbatical leave, they shall repay the full salary paid by Oregon Tech on their behalf during sabbatical leave, including other payroll expenses ("OPE") (i.e., health care contributions, retirement contributions, etc.). This amount is due and payable within three (3) months following the date designated in the sabbatical agreement for the bargaining unit member to return to Oregon Tech or the date of separation, whichever is earlier, unless another time is mutually agreed to in writing between the University and bargaining unit member. Under extraordinary circumstances, a bargaining unit member may submit to the Provost in writing a request for an exception to the terms outlined in this Section.

Section 6. Salary. bargaining unit members on approved sabbatical leave shall receive salary as follows while on leave:

- a) One-term sabbatical: 85% of base salary;
- b) Two-term sabbatical: 75% of base salary;
- c) Three-term sabbatical (for 9-month or 12-month faculty) or four-term sabbatical (available only for 12-month faculty): 70% of base salary.

The rate used to determine a bargaining unit member's sabbatical salary shall be the base salary rate in effect at the time when the leave begins.

Bargaining unit members on sabbatical shall still be eligible for all compensation adjustments.

Section 7. Supplementing of Sabbatical Incomes. Members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms to the stated and approved purposes of the sabbatical leave. Sabbatical leaves shall not be used for the purpose of carrying out the paid duties of a member of Oregon Tech, another college or university. Bargaining unit members may supplement their sabbatical salaries consistent with the stipulations made in Article 10: Outside Activities. Sabbatical leaves shall not be used for the purpose of carrying out paid duties of a member at Oregon Tech, another college or university.

Section 8. Benefits. Bargaining unit members shall remain benefits eligible during the approved sabbatical leave. If alternative health insurance is required to cover a bargaining unit member during the approved period of sabbatical leave (due to international travel, etc.), Oregon Tech shall pay the equivalent amount toward that insurance as it would otherwise pay towards Oregon Tech provided health insurance, provided that the bargaining unit member is not double covered by both health insurance plans. Any difference in the amount required for an alternative health insurance plan shall be paid by the bargaining unit member.

Administrative Rules on Sabbatical Leave
Effectively readopted as University Policies in substantially identical form on July 1, 2015.

580-021-0200 Purposes of Sabbatical Leave

Sabbatical leave is granted to unclassified employees having academic rank for purposes of research, writing, advanced study, travel undertaken for observation and study of conditions in our own or in other countries affecting the applicants field or related scholarly or professional activities. Sabbatical leave is a privilege and not a right. It is granted only when it can be shown that the applicant is capable of using this period in a manner that will thereafter increase the applicant's effectiveness to the institution and to the state.

Stat. Auth.: ORS 351.070 Stats. Implemented: Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; section (2) Renumbered to 581-021-0245; HEB 1-1993, f. & cert. ef. 2-5-93

580-021-0205 Eligibility for Sabbatical Leave

(1) An unclassified employee appointed at .5 FTE or more, with the rank of Senior Instructor, Assistant Professor, Associate Professor, Professor, Research Associate or Senior Research Associate may be considered for sabbatical leave: (a) After having been continuously appointed without interruption by a sabbatical leave for 18 academic quarters (excluding Summer Session) or, in the case of 12-month faculty, 72 months; or (b) After having accumulated the equivalent of 6.0 FTE years over an indefinite period of 9-month or 12-month appointments uninterrupted by a sabbatical leave. (c) Prior service at the ranks of Instructor, Lecturer or Research Assistant, when leading to a promotion to a higher rank, may be considered by an institution president as part of the period of accumulated service for the purposes of the time requirement for sabbatical eligibility.

(2) A series of appointments shall be considered continuous whether or not interrupted by one or more authorized leaves of absence other than a sabbatical leave. A one-year period of appointment at less than .5 FTE will count as a period of accumulated service for purposes of the time requirement for sabbatical eligibility. An authorized leave of absence will not prejudice the staff member's eligibility for sabbatical leave. Academic staff members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in subsections (1)(a) or (b) of this rule. Cases involving mixed terms of service may be adjusted by the institutional president or the president's designee, in accordance with the principles set forth in this rule.

(3) For institutional convenience, and at the initiative and sole discretion of the institution, a sabbatical leave may be delayed by up to two years. In such instances, the academic staff member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. This section applies to a maximum of 14 consecutive years, covering two possible sabbatical leaves. The same agreement may be negotiated, again for institutional convenience, in subsequent 14-year periods.

(4) Sabbatical leave privileges may be granted to unclassified employees in special positions of responsibility and trust, even though they do not hold academic rank. Eligibility for this class of employees will be determined in the manner described in section (1) of this rule. Recommendations for sabbatical leave for the above-referenced unclassified staff members not otherwise qualified may be made in exceptional cases only at the discretion of institution presidents.

(5) For purposes of determining eligibility for sabbatical leave, time spent on an authorized military leave from a Department institution shall be considered as institutional service.

(6) Salary received by an academic staff member during a sabbatical shall be calculated as follows: (a) Salary under subsection (1)(a) of this rule shall be a percentage (determined by 580-021-0225 or 580-021-0230) of the academic staff member's annual rate multiplied by the average FTE at which the academic staff member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave. Presidents shall have the authority and discretion or interpret special circumstances in this regard. For purposes of this subsection, eligibility years are the 18 academic quarters (excluding Summer Session) or in the case of 12-month faculty, 72 months of continuous employment at half-time or more that result in the academic staff member's eligibility for sabbatical leave under subsection (1)(a) of this rule. (b) Salary under subsection (1)(b) of this rule shall be a percentage (determined by 580-021-0225 or 580-021-0230) of the academic staff member's annual rate in effect at the time the sabbatical leave begins. (c) If during the period of sabbatical leave the institution allocates salary increases to its academic staff members, the annual rate of the academic staff member on sabbatical leave will be increased by the appropriate amount effective on the date that the salary increase was granted.

Stat. Auth.: ORS 351.070 Stats. Implemented: ORS 351.070 Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 4-1987, f. 4-22-87, ef. 7-1-87; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

580-021-0210 Approval and Revisions of Sabbatical Leave Agreements

(1) Sabbatical leave shall be granted only if approved by the president or designee.

(2) Revision of the sabbatical leave program or other terms and conditions of the agreement shall be approved by all parties to the original agreement.

Stat. Auth.: ORS 351.070 Stats. Implemented: Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; HEB 1-1993, f. & cert. ef. 2-5-93

580-021-0215 Sabbatical Leave Reports

At the end of the sabbatical leave, the staff member shall submit a report of the accomplishments and benefits resulting from the leave, filing copies with the department head, the dean and the president.

Stat. Auth.: ORS 351.070 Stats. Implemented: ORS 351.070 Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

580-021-0220 Obligation to Return

Each academic staff member, in applying for sabbatical leave, shall sign an agreement to return to the institution for a period of at least one year's service on completion of the leave. If an academic staff member fails to fulfill this obligation, the academic staff member shall repay the full salary paid during the leave plus the health care and retirement contribution paid by the institution on behalf of the academic staff member during the leave. This amount is due and payable three months following the date designated in the sabbatical agreement for the faculty member to return to the institution.

Stat. Auth.: ORS 351.070 Stats. Implemented: Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; HEB 1-1993, f. & cert. ef. 2-5-93

580-021-0225 Length of Leave for Academic-Year Staff

Staff members employed on an academic-year basis are eligible for one of the following types of leave:

(1) Academic-year staff other than the University of Oregon School of Law faculty: (a) One academic year (three terms) on 60 percent salary during the period of sabbatical leave; (b) Two-thirds of an academic year (two terms) on 75 percent salary during the period of sabbatical leave; (c) One-third of an academic year (one term) on 85 percent salary during the period of sabbatical leave.

(2) Academic year staff at the University of Oregon School of Law: (a) One academic year (two semesters) on 50 percent salary during the period of sabbatical leave; (b) One-half academic year (one semester) on 100 percent salary during the period of sabbatical leave.

Stat. Auth.: ORS 240 & ORS 351.070 Stats. Implemented: ORS 351.070 Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1983, f. & cert. ef. 1-19-83; HEB 3-1984, f. & cert. ef. 3-21-84; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

580-021-0230 Length of Leave for Fiscal-Year Staff

Staff members employed on a fiscal-year basis are eligible for one of the following types of leave:

(1) One year (12 months) on 60 percent salary during the period of sabbatical leave;

(2) Two-thirds of a year (eight months) on 75 percent salary during the period of sabbatical leave;

(3) One-third of a year (four months) on 85 percent salary during the period of sabbatical leave.

Stat. Auth.: ORS 351.070 Stats. Implemented: ORS 351.070 Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1983, f. & cert. ef. 1-19-83; HEB 1-1993, f. & cert. ef. 2-5-93; HEB 5-1996, f. & cert. ef. 12-18-96

580-021-0235 Cost of Sabbatical Leave

The cost of granting a sabbatical leave shall be financed within the funds allotted to the institution that employs the staff member.

Stat. Auth.: ORS 351.070 Stats. Implemented: Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 1-1993, f. & cert. ef. 2-5-93

580-021-0240 Supplementing of Sabbatical Incomes

Staff members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms to the stated and approved purposes of the sabbatical leave.

Stat. Auth.: ORS 351.070 Stats. Implemented: Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90

580-021-0245 Policy Regarding Sabbatical Leave

The policy on sabbatical leaves shall be uniform for all Department institutions insofar as possible.

Stat. Auth.: ORS 351.070 Stats. Implemented: Hist.: HEB 3-1978, f. & cert. ef. 6-5-78; HEB 8-1989, f. 12-11-89, cert. ef. 1-1-90; Renumbered from 580-021-0200(2); HEB 1-1993, f. & cert. ef. 2-5-93

[Appendix D – Grievance forms](#)

Grievance Review Form: Step 1

☐ Informal Procedure

☐ Formal Procedure

Name of Grievant(s): _____

Filed With: _____

Date Grievance Occurred or Discovered: _____

Article(s) Violated: _____

Statement of Grievance (identify the violation, misinterpretation, or improper application of the provisions of this Agreement): _____

☐ Continued on separate page(s).

Remedy Requested:

Grievant(s) Phone: _____; Grievant(s) Email: _____

☐

I request a meeting

☐ Self Represented

☐ Represented by the following Association representative: Representative's

Signature: _____ Name: _____

Phone: _____; Email: _____

Grievance Review Form: Step Two

Attach the original Grievance Form and decision of Dean or Dean's designee.

- ☐ I am not satisfied with the decision at Step One, or Oregon Tech failed to respond in a timely manner at Step One, and I hereby move the grievance to Step Two for review by the Provost or Provost's designee.
- ☐ I do not request a meeting. Please issue a written response to this matter within ten (10) business days from today's date, _____[Print date].
- ☐ I request a meeting. Please schedule a meeting to discuss resolution within ten (10) business days from today's date, _____[Print date].

Grievant(s) Signature: _____

- ☐ Self Represented
- ☐ Represented by the following Association representative:

Representative's Signature: _____

Name: _____

Phone: _____; Email: _____

Grievance Review Form: Step Three

Attach the original Grievance Form, and the decision(s) of the Dean or Dean's designee and/or Provost or Provost's Designee.

☐ I am not satisfied with the decision at Step Two, or Oregon Tech failed to respond in a timely manner at Step Two, and I hereby move the grievance to Step Three for review by the President or President's designee.

☐ I do not request a meeting. Please issue a written response to this matter within ten (10) business days from today's date, _____[Print date].

☐ I request a meeting. Please schedule a meeting to discuss resolution within ten (10) business days from today's date, _____[Print date].

Grievant(s) Signature: _____

☐

☐ Self Represented

Represented by the following Association representative:

Representative's Signature: _____

Name: _____

Phone: _____; Email: _____

Notice of Intent to Arbitrate

The Oregon Tech Chapter of the American Association of University Professors hereby gives notice of its intent to proceed to arbitration concerning the grievance of:

, dated _____ which was not resolved satisfactorily at Step Three of the grievance procedure.

OT-AAUP requests _____/ does not request _____ mediation be pursued in this matter.

Name: _____
Authorized Representative, OT-AAUP

Signature: _____

Date: _____

I hereby authorize OT-AAUP to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review by Oregon Tech or judicial review as a contested case under the Administrative Procedures Act ([ORS §183](#)) of the decisions rendered at prior steps of the grievance procedure.

Grievant's name: _____

Grievant's signature: _____

Date: _____

Appendix E – Compensation

Base Salary Adjustments

The cluster format in the charts below is based on like Classifications of Instructional Programs (CIP) and the adjustments noted are being made with the goal of moving each cluster's median salary closer to the 25th percentile CUPA-HR benchmark for that cluster. These clusters are intended to be used solely for the purpose of making the one-time base salary adjustments below.

Individual adjustments will be based on how each bargaining unit member's current salary compares to the CUPA-HR 25th percentile for their respective cluster, delineated by two categories: 1.) less than or equal to 100% of the 25th percentile in their cluster; or, 2.) over CUPA's 25th percentile.

- A. Effective January 1, 2026, bargaining unit members will receive a one-time base salary adjustment as indicated below according to their rank and department as of May 16, 2025.

Departmental Cluster 1 (MMET, Civil, Geomatics, EERE, CSET, Management)

Rank	< or = 100%	> 100%
Instructor	\$400.00	\$320.00
Senior Instructor I	\$2,000.00	\$1,600.00
Assistant Professor	\$5,200.00	\$4,160.00
Associate Professor	\$5,400.00	\$4,320.00
Professor	\$3,400.00	\$2,720.00

Departmental Cluster 2 (EMS, MLS, Health Sciences, Dental)

Rank	< or = 100%	> 100%
Instructor	\$3,440.00	\$2,752.00
Senior Instructor I	\$400.00	\$320.00
Assistant Professor	\$3,800.00	\$3,040.00
Associate Professor	\$400.00	\$320.00
Professor	\$800.00	\$640.00

Departmental Cluster 3 (Mathematics)

Rank	< or = 100%	> 100%
Instructor	\$6,000.00	\$4,800.00
Senior Instructor I		
Assistant Professor	\$7,000.00	\$5,600.00
Associate Professor		
Professor	\$6,400.00	\$5,120.00

Departmental Cluster 4 (Natural Sciences)

Rank	< or = 100%	> 100%
Instructor	\$2,000.00	\$1,600.00
Senior Instructor I	\$4,400.00	\$3,520.00
Assistant Professor	\$2,000.00	\$1,600.00
Associate Professor	\$4,000.00	\$3,200.00
Professor	\$2,000.00	\$1,600.00

Departmental Cluster 5 (HSS, Communication, Library)

Rank	< or = 100%	> 100%
Instructor	\$4,200.00	\$3,360.00
Senior Instructor I	\$4,200.00	\$3,360.00
Assistant Professor	\$4,400.00	\$3,520.00
Associate Professor	\$5,000.00	\$4,000.00
Professor	\$3,200.00	\$2,560.00

- B.** Effective January 1, 2027, bargaining unit members will receive a one-time base salary adjustment as indicated below.

Departmental Cluster 1 (MMET, Civil, Geomatics, EERE, CSET, Management)

Rank	< or = 100%	> 100%
Instructor	\$600.00	\$480.00
Senior Instructor I	\$3,000.00	\$2,400.00
Assistant Professor	\$7,800.00	\$6,240.00
Associate Professor	\$8,100.00	\$6,480.00
Professor	\$5,100.00	\$4,080.00

Departmental Cluster 2 (EMS, MLS, Health Sciences, Dental)

Rank	< or = 100%	> 100%
Instructor	\$5,160.00	\$4,128.00
Senior Instructor I	\$600.00	\$480.00
Assistant Professor	\$5,700.00	\$4,560.00
Associate Professor	\$600.00	\$480.00
Professor	\$1,200.00	\$960.00

Departmental Cluster 3 (Mathematics)

Rank	< or = 100%	> 100%
Instructor	\$9,000.00	\$7,200.00
Senior Instructor I	N/A	N/A
Assistant Professor	\$10,500.00	\$8,400.00
Associate Professor	N/A	N/A
Professor	\$9,600.00	\$7,680.00

Departmental Cluster 4 (Natural Sciences)

Rank	< or = 100%	> 100%
Instructor	\$3,000.00	\$2,400.00
Senior Instructor I	\$6,600.00	\$5,280.00
Assistant Professor	\$3,000.00	\$2,400.00
Associate Professor	\$6,000.00	\$4,800.00
Professor	\$3,000.00	\$2,400.00

Departmental Cluster 5 (HSS, Communication, Library)

Rank	< or = 100%	> 100%
Instructor	\$6,300.00	\$5,040.00
Senior Instructor I	\$6,300.00	\$5,040.00
Assistant Professor	\$6,600.00	\$5,280.00
Associate Professor	\$7,500.00	\$6,000.00
Professor	\$4,800.00	\$3,840.00