

*This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the articles referenced. The University reserves the right to amend or withdraw this proposal as bargaining requires.*

Proposal: UNV0002

Date: April 2, 2020

## **One-Year Comprehensive Proposal**

This document represents a bargaining proposal submitted by Western Oregon University (WOU) for a one-year agreement between WOU and the American Federation of Teachers, Western Oregon University, Local 2278 (WOUFT) (individual “Party” and collectively “Parties”). This proposal is being submitted and should be considered as separate and distinct from previous proposals/counterproposals provided by WOU during 2020 collective bargaining. Any counterproposal(s) submitted by WOUFT in response to this proposal will likewise be considered separate and distinct from previous WOUFT proposals during 2020 bargaining. Further, despite submission of this proposal, WOU is not withdrawing its previous proposals. In sum, this proposal should be considered as an alternative to that which has already been proposed by WOU.

**PREAMBLE:** On February 27, 2020, President Fuller attended bargaining between WOU and WOUFT. During that time, he presented information related to the fiscal status of the University. Among the information provided, President Fuller discussed the University’s \$3M structural deficit. President Fuller described that the cause of this deficit was due, in large part, to a marked drop in student enrollment and less-than-expected state appropriations. Since that bargaining session, the University has begun action necessary to resolve that deficit. However, also since that session, the world and the nation has been beset by the COVID-19 pandemic. Like the rest of our country, WOU and the state are experiencing serious fiscal impacts from the pandemic that threaten to exacerbate gravely the already existing University deficit. These facts were brought into sharper focus with the President’s email of April 1, 2020, and the further budgetary developments described therein.

Additionally, the emergence of the pandemic has disrupted normal life, both inside and outside of the University. Oregon’s Governor has issued a number of Executive Orders that have required higher education to deliver its courses remotely or online; for most University employees to work remotely; and for all Oregonians to practice social distancing as much as practicable. The Governor’s Executive Orders, including EO 20-09 and EO 20-12, may be viewed [here](#). All of these professional and behavior restrictions cause significant strain on jobs of faculty and administration and a bargaining process that is typically practiced face-to-face. Most importantly, WOU faculty, staff and administration are turning their attention to ensuring that our students’ learning experiences are as positive as possible under extremely challenging conditions. Educating students is our highest purpose.

**PROPOSAL:** With these facts in mind, WOU presents the following general terms on a one-year proposal and the circumstances necessary for its acceptance:

1. A new collective bargaining agreement between WOU and WOUFT would be established effective July 1, 2020 through June 30, 2021;
2. All terms and conditions of the CBA not otherwise mentioned by this proposal will remain unchanged;
3. All necessary housekeeping in terms of references to the year of application of the CBA

*This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the articles referenced. The University reserves the right to amend or withdraw this proposal as bargaining requires.*

- would be changed to reflect a 2020-2021 effective period with a June 30, 2021 end date;
4. All proposals previously submitted by WOU and WOUFT during the 2020 bargaining sessions will be withdrawn;
  5. All terms and conditions already agreed upon by TA during the 2020 bargaining sessions will be incorporated into the 2020-2021 agreement;
  6. All bargaining ground rules adopted for 2020 bargaining will be adopted for bargaining in 2021;
  7. Article 16:
    - a. All renewed non tenure-track faculty base salaries will be frozen at 2019-2020 rates, and non tenure-track minimums will remain unchanged;
    - b. All tenured and tenure-track base academic-year and 12-month salaries will be frozen at 2019-2020 rates;
    - c. No new steps will be added to the tenured and tenure-track salary table;
    - d. All tenured and tenure-track faculty, except those faculty who received a base salary at step 40, will be awarded a step on the salary table. The result, considering 7b above, will be that each step on the salary table will be re-valued by moving the current year's salary up one step for the 2020-2021 year. For example, in 2019-2020 Step 20 reflects a salary of \$71,245. In 2020-2021, Step 21 will reflect that same amount, \$71,245 and faculty at step 20 in 2019-2020 will be moved to step 21 in 2020-2021.;
    - e. Step 1 will remain \$54,215. The result will be that steps 1 and 2 on the tenured and tenure-track table will reflect identical dollar-values;
    - f. Under the following conditions, tenured and tenure-track faculty may receive stipends during the 2020-2021 contract year. The requirements for disbursement of a stipend is the acquisition of two benchmarks (Part A and Part B below). Both benchmarks must be achieved and at certain levels before corresponding stipends are triggered (Part C below). Stipends may be received as follows:

#### **PART A**

If, based on Fall 2020 census data, WOU achieves an annualized gross tuition (excluding fees) and state allocation (as approved by the Oregon Legislature and distributed by the Higher Education Coordinating Commission), revenues of a minimum of \$69,000,000 (sixty-nine) million;

**AND**

#### **PART B**

If the University realizes certain increases of Fall 2020 student census data FTE over the Fall 2019 student census data FTE;

**THEN**

#### **PART C**

Effective January 1, 2021, all full-time faculty will receive a stipend equal to \$200 for each 1% increase in student FTE up to 5%. See Figure A below, for the application of stipend thresholds. All stipends are one-time payouts. Calculations

*This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the articles referenced. The University reserves the right to amend or withdraw this proposal as bargaining requires.*

for stipends are cumulative, i.e. stipend payouts will occur only at the single greatest level of enrollment increase without the addition of stipend values at lesser levels of enrollment increase. For example, should enrollment increase by 3%, the stipend amount for each full-time faculty member would be \$600.

Fig. A

| STIPEND | ENROLLMENT INCREASE |
|---------|---------------------|
| \$0     | Less than 1%        |
| \$200   | 1% - 1.999%         |
| \$400   | 2% - 2.999%         |
| \$600   | 3% - 3.999%         |
| \$800   | 4% - 4.999%         |
| \$1,000 | 5% or greater       |

8. Article 17 will be extended through 2020-2021.

**ONE-YEAR BARGAINING PROCESS:** WOU suggests that the Parties be prepared to discuss this proposal during the April 9<sup>th</sup> bargaining session. Because the University believes that time is of the essence, if the Parties are not able to come to agreement on a one-year agreement during the April 9<sup>th</sup> session, WOU would suggest that the Parties immediately move back to bargaining on the article-by-article basis that the groups had thus far engaged. By engaging a discussion of a one-year proposal, the Parties agree that failure to reach agreement on terms related to this proposal and any counterproposal, and a return to prior bargaining will not be considered, in any way, regressive bargaining.

Further, due to concerns related to COVID-19 and the Executive Orders of the Governor, WOU suggests that the Parties engage bargaining in a virtual format during the 11:30-4:30 period already designated. WOU suggests that each team establish a Zoom meeting for its group to discuss this proposal and any counterproposals internally. A third Zoom meeting will be established to allow 2-3 individuals from each team to participate in Q&A, fact-gathering and the exchange of any counterproposals.

Should you have any questions or concerns, please communicate them to Carson Campbell ahead of April 9<sup>th</sup>. Thank you for your time and consideration of this proposal.