

of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.

Proposal: UNV0004
Date: May 21, 2020

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5 **ARTICLE 16: SALARY**

6 **Section 1. Retirement Plan Contributions.**

7 Bargaining unit faculty members shall be eligible to participate in the Public Employees Retirement System
8 (PERS), the Oregon Public Service Retirement Plan (OPSRP), the Optional Retirement Plan (ORP), the
9 Tax-Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan as set forth by Oregon
10 law.

11 **A. Public Employees Retirement System Individual Account Program (IAP).** For work
12 performed on and after January 1, 2004, Western Oregon University shall pay on behalf of members
13 of the Public Employees Retirement System (PERS) the statutorily required employee contribution
14 to the Individual Account Program under ORS 238A.330 and pursuant to ORS 238A.335, or under
15 ORS 238.315 if the member elected assistance under ORS 243.920.

- 16 1. The full amount of the members' required contributions paid by WOU to PERS on behalf
17 of members shall be considered "salary" within the meaning of ORS238.005 (26)(a) and
18 ORS 238A.005(17)(b)(F) for the purpose of computing "final average salary" within the
19 meaning of ORS 238.005 (9) and ORS 238A.130, but shall not be considered "salary" for the
20 purposes of determining the amount of required employee contributions. Pursuant to ORS
21 238A.335(2)(a) and through the term of this Agreement, the parties agree that employee
22 compensation has been reduced in order to generate the funds needed to make these
23 employee contributions; the employer will file any required notices with the Public
24 Employees Retirement Board.
- 25 2. If the employee IAP account under ORS 238A.300 is declared invalid or is otherwise
26 eliminated and a replacement is not available, then effective upon the date of its invalidation
27 or elimination, a corresponding general salary increase of six percent (6%) shall be paid to
28 participating employees, or its equivalent, pursuant to the relevant chapter of law for
29 governing PERS employee contributions.

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31 **B. Optional Retirement Plan (ORP).** For work performed on or after January 1, 2004, Western
32 Oregon University shall pay on behalf of ORP participants the statutorily required employee
33 contribution under ORS 243.800(8). For employees participating in the ORP hired on or after July 1,
34 2014, the University will make all employer contributions to the ORP required under ORS
35 243.800(10)(a) and (b).

36
37 **C. Employer Payment of Employee Contributions.** If for any reason the six percent (6%) payment
38 of the employee contribution by Western Oregon University described in (A) and (B) above is
39 declared invalid or is otherwise eliminated, then effective on the date of its invalidation or
40 elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible
41 employees. In such case, employees' six percent (6%) contributions shall be deducted for payment
42 to the applicable employee accounts and shall be treated as "pre-tax" contributions pursuant to
43 Internal Revenue Code Section 414(h)(2).

44
45 **D. Duplication and Remedy.** In no case shall there be a six percent (6%) increase under both (1) and
46 (2).

47
48 **Section 2. Duration of Step Salary Schedule.** The University and the WOUFT recognize that the

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49 agreements reached in this contract are not binding on the negotiating teams representing either party in
50 future new contract negotiations. This means that a step salary schedule or any changes in step placements
51 on the existing schedule will also be subject to future negotiations.

52
53 **Section 3. New Hires.** Newly hired members of the bargaining unit will receive compensation increases
54 during their first full year of employment.

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56 **Section 4. Salary Step System.** Faculty salaries in the bargaining unit will be assigned according to the
57 following step system.

58
59 A. Annual Tenure track and Tenured Faculty. For annual tenure track and tenured faculty, there will be
60 a 41-step salary step system for the 2020-2023 academic year starting with the normal entry level
61 salary for Assistant Professors, with increasing steps. Twelve month faculty will be assigned annual
62 salaries on the basis of their step value times the ratio 11 to 9.

63
64 1. For the current Bargaining Agreement, the normal entry-level salary for Assistant Professors
65 will be step 1. For 12-month faculty, the entry level annual salary will be step 1 times the
66 ratio 11 to 9. In consultation with the search committee, professional service prior to,
67 during, or after the awarding of the doctorate or other terminal degree will be considered for
68 salary adjustment purposes. One step per one year of service to a maximum of five steps will
69 be granted.

70
71 2. Faculty members will be awarded 1 step in 2020 for a year of service. No steps will be
72 awarded in 2021 or 2022. Leave without pay will not be considered full-time service in
73 figuring years of service, except in the case of Professional Leave without pay. Sabbatical
74 leave will be considered full-time service in figuring years of service. For purposes of salary
75 level placement, those serving as division chairs shall receive one year credit on the salary
76 schedule for each year served as chair.

77
78 3. Faculty who receive promotion from Assistant Professor to Associate Professor or from
79 Associate Professor to Full Professor shall receive, in addition, four steps in the salary
80 system.

81
82 4. Assistant Professors shall not advance beyond the 10th step. Associate Professors shall not
83 advance beyond the 32nd step.

84
85 5. **Market Place Adjustment** (Business & Economics; Computer Science; Health Sciences
86 Professional Doctorate). The University offers degrees and programs in disciplines subject to
87 national market pressures, which cause competitive faculty starting salaries to exceed the
88 starting salaries of other disciplines. The disciplines subject to these national salary pressures
89 at WOU presently are those contained in the Divisions of Business & Economics and
90 Computer Science. Additionally, professional doctorate programs in the Health Sciences
91 experience similar national salary pressures necessary to attract competitive and appropriate
92 faculty. Other Divisions may contain disciplines that, in the future, will be subject to
93 national market pressures on faculty starting salaries. If this happens, the University will
94 negotiate with the Union to include other employee groups in this agreement.

95
96 a. Therefore, in order to make competitive starting salaries of the disciplines of

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Deleted: and a 40-step system for the 2019-2020 academic year ...

Deleted: per year of service in the salary system unless a step is not available on the salary schedule for the specified year of the biennium.

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Business Economics and Computer Science the University may make starting salary offers equal to the regular step salary plus an additional twenty-two percent (22%). Faculty who teach greater than two-thirds of their credits within a Health Sciences Professional Doctoral Program may receive starting salary offers equal to the regular step salary plus an additional thirty-two percent (32%). The market place salary advances will continue at the same percentage of the step salary as the faculty advances. The University will inform the Union of any and all market place advances. Adjustments made in accordance with this provision shall not be considered salary anomalies. The University may negotiate an added adjustment beyond the percentage agreed to here with the consent of the Union.

b. In addition, the University may provide continuing funding of up to \$100,000 for Division of Business & Economics faculty salaries and an additional \$100,000 for Health Sciences Professional Doctorate faculty salaries, plus related other personnel expenses (OPE). This budgetary amount is to be used for the recruitment and retention of new tenure line faculty only. Such annual budgetary amount is available for each year of this contract. Salary for all faculty members hired with these funds shall be based on their position on the faculty step salary schedule plus a negotiated salary supplement amount awarded from the \$100,000 sums provided in this paragraph. Salaries will be established by step placement, followed by the market adjustment (5.a), followed by the negotiated salary adjustment (5.b), in that order. The University shall notify the Union of all hires and the three components of their salary made under Market Place Advances.

6. **Salary Adjustments.** Salary adjustments of annual tenure and tenured faculty salaries shall occur as follows:

a. Annual Tenure track and Tenured Faculty Salary Schedule

July 1, 2020 (12-month)	
September 16, 2020 (9-month)	
October 1, 2020 (Deferred Pay)	
July 1, 2021 (12-month)	
September 16, 2021 (9-month)	
October 1, 2021 (Deferred Pay)	
July 1, 2022 (12-month)	
September 16, 2022 (9-month)	
October 1, 2022 (Deferred Pay)	

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Deleted: Annual step increase for eligible faculty on September 16, 2018 per the "September 2018" 39-step salary schedule column.

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Deleted: Annual step increase for eligible faculty on September 16, 2019 per the "September 2019" 40-step salary schedule column.

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	September 20 <u>20-2023</u>
1	52,046
2	52,046
3	53,046
4	54,136
5	54,313
6	54,678
7	55,307
8	55,950
9	56,607
10	57,279
11	57,966
12	58,666
13	59,382
14	60,114
15	60,861
16	61,625
17	62,404
18	63,199
19	64,012
20	64,842
21	65,688
22	66,552
23	67,434
24	68,335
25	69,255
26	70,191
27	71,148
28	72,125
29	73,121
30	74,136
31	75,173
32	76,230
33	77,308
34	78,408
35	79,529
36	80,672
37	81,839
38	83,028
39	84,287
40	85,687

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7. The University may grant the rank of Associate Professor to a newly hired faculty member if that faculty member has held the rank of Associate Professor at another institution of higher learning or is qualified to hold that rank under the terms of this contract. In order to prevent the creation of a salary anomaly or individual compression, the new faculty member shall be placed at step 10 on the Salary Schedule A during his/her first year of employment at WOU. Additional steps/adjustments may be provided as detailed in Section 4 above.

B. Lecturers, Instructors, Non-tenure track Assistant Professors

1. Non-Tenure Track Minimum Salary Schedule

For the non-tenure track faculty the following salary schedule will be used:

Years of Experience	Bachelor's Degree	Masters's Degree	Doctoral/Terminal Degree
0-4	35,000	40,000	45,000
5-9	37,000	42,500	48,000
10-14	39,000	45,000	51,000
15-19	41,000	47,500	54,000
20+	43,000	50,000	57,000

The NTT Salary Schedule represents the minimum annual salary for NTT faculty members covered by this agreement. All such non-tenure track faculty will be placed on the above NTT Minimum Salary Schedule based on the faculty member's years of experience and highest degree completed. Years of experience accrue only for years of service in which the faculty member averages >.5 FTE during an academic year at WOU, exclusive of Summer Session.

Section 5. Summer Session 2020, 2021, and 2022; Compensation for 2020 through 2022 summer sessions is located in Article 23 – Summer Session.

Deleted: For the 2018-2019 academic year, on July 1, 2018 (12-month contracts) or September 16, 2018 (9-month contracts), all NTT faculty covered by this agreement will receive the greater of a 4% base salary increase or placement on the minimum salary schedule appropriate to the faculty member's years of experience and highest degree completed. For the 2019-2020 academic year, on July 1, 2019 (12-month contracts) or September 16, 2019 (9-month contracts), all NTT faculty covered by this agreement will receive the greater of a 3% base salary increase or placement on the minimum salary schedule appropriate to the faculty member's years of experience and highest degree completed.

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Deleted: The rate of pay for the 2018, 2019, and 2020 Summer Sessions will be 20% of the faculty member's current salary rate. The rate of pay for all faculty members will be based on nine (9) credit hours for full-time teaching.

Deleted: Section 6. Special Summer Compensation Rate: If a summer session course is cancelled by a dean after June 1 of the respective year due to low enrollment (i.e., a course generating less than 36 student credit hours), a faculty member, with their division chair's approval, may request in writing the "special summer compensation rate."

The "special summer compensation rate" shall be calculated as follows:

As of the first day of the course, multiply the number of student credit hours by average in-state, undergraduate tuition per credit hour for the course multiplied by two-thirds.

Guidelines for calculating the "special summer compensation rate" follows:

In no event shall the "special summer compensation rate" exceed the pro rata compensation rate determined by the 20% summer compensation formula described in this Section.

A non-tenure track faculty member may be eligible for this special summer compensation rate providing he or she teaches at 0.5 FTE or above in the spring immediately preceding that summer and is also scheduled to teach at 0.5 FTE or above in the fall immediately following.

Once established and agreed to by the faculty member, the "special summer compensation rate" is not subject to adjustment, either upward or downward due to increased enrollment or decreased enrollment or for any other reason.

All courses must generate a minimum of eighteen (18) student credit hours to allow for special summer compensation rate consideration.

If a request is approved, the faculty member is committed to holding the class.