

June 9, 2020

Bryan,

On May 28, 2020, during that day's bargaining session between WOU and WOUFT (collectively, "Parties"), the Parties agreed to tentatively agree ("TA") on the following articles/appendices:

Preamble;

Appendix I – Gradual Retirement Program.

The language to which the team agreed is as follows (changes identified by strikethrough, track changes, or highlight):

PREAMBLE

This Collective Bargaining Agreement, entered into as of _____, is between the State of Oregon, acting by and through the Western Oregon University Board of Trustees and the ~~Western Oregon University Federation of Teachers,~~ American Federation of Teachers, ~~Western Oregon University,~~ Local 2278 (Union).

APPENDIX I -- GRADUAL RETIREMENT PROGRAM

Other Considerations

Assignment of duties to a faculty member at the inception of and during his or her participation in the Program will be at the discretion of the division chair and dean and described in an addendum to the agreement, which may be modified as needed. The addendum must be signed by the division chair, dean and the faculty member prior to submitting the application for final approval by the Provost.

Appointments are subject to the applicable CBA and University rules and policies.

Continuation of the faculty member's participation in the Gradual Retirement Program during the term of the Program Agreement is contingent upon fully satisfactory service as determined by his or her department, division and college administration.

Payroll - Deferred Pay: A faculty member on a 9-month academic wage appointment is not eligible to defer their pay over 12 months.

Health Insurance: The faculty member will receive University provided health insurance contributions if eligible based on employment FTE, PEBB eligibility requirements, and as required under the Affordable Care Act (ACA).

Retirement Contributions: The faculty member may or may not have retirement contributions made on his or her behalf by the University during the period of their employment under the Gradual Retirement Program.

Eligibility for contributions depends on the employee's individual retirement plan provisions and the employee's receipt of retirement benefit payments.

Work After Retirement Restrictions: The faculty member is responsible for personally knowing and adhering to the terms of his or her retirement plan, including without limitation those that may apply to the faculty member's acceptance of a post-retirement position with Western Oregon University. For example, PERS participants are subject to a limitation on the total number of hours they may work for any PERS employer and still remain eligible to receive retirement benefits. PERS work after retirement restrictions are determined by the faculty member's PERS tier/program (PERS Tier 1 and Tier 2 = 1039 hours; PERS OSPRP = 599 hours). The University is not responsible for assisting the faculty member or monitoring his or her compliance with retirement program provisions or eligibility for retirement program benefits.

Further, on June 4, 2020, during that day's bargaining session between WOU and WOUFT (collectively, "Parties"), the Parties agreed to tentatively agree ("TA") on the following articles:

Appendix F – Healthy Workplace (WOU and WOUFT agreed to transition Appendix F from the contracts appendices to its articles.

The language to which the team agreed is as follows (changes identified by strikethrough, track changes, or highlight):

ARTICLE XX: HEALTHY WORKPLACE (formerly Appendix F)

Section 2. Bullying and/or abusive conduct is behavior that creates an intimidating environment and is likely to interfere with an individual's work or education. ~~It undermines the health, dignity, and well-being of employees.~~ Such ~~This~~ conduct can be verbal, visual, physical or communicated in writing or electronically. Such conduct is typically directed against a particular individual or ~~group/individuals~~. It includes, but is not limited to, situations in which one person has authority over another. In such situations, abusive conduct is particularly serious because it may unfairly exploit the power inherent in a supervisor's position.

Section 4. Western Oregon University can respond to specific instances and allegations of ~~bullying~~ ~~or~~ abusive conduct only if it is aware of them and therefore encourages anyone who believes that they have experienced ~~bullying or~~ abusive conduct to come forward promptly with inquiries, reports, or complaints and to seek assistance. Once a complaint is received, it is the responsibility of the dean, division chair, or similar administrator to respond to the allegations and reports of abusive conduct and take corrective action, as outlined in Article 10 sections 3-6 as appropriate, or to work with WOU Human Resources to develop such a response and corrective action. All complaints and their resolution must be reported to WOU Human Resources.

All language in any of the above articles or appendices not identified as changed by this document will not be changed by action of this document.

Please acknowledge these agreed upon changes through your signature on this document.

A handwritten signature in black ink, appearing to read 'Carson Campbell', written in a cursive style.

Carson Campbell, WOU Bargaining Representative

Bryan Lally, WOUFT-AFT Bargaining Representative