

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

April 14, 2021
Proposal: UNV001

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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
8 System (PERS), the Oregon Public Service Retirement Plan (OPSRP), the Optional Retirement Plan
9 (ORP), the Tax-Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan as
10 set forth by Oregon law.

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

- 18
19 1. The full amount of the members' required contributions paid by WOU to PERS on
20 behalf of members shall be considered "salary" within the meaning of ORS238.005
21 (26)(a) and ORS 238A.005(17)(b)(F) for the purpose of computing "final average
22 salary" within the meaning of ORS 238.005 (9) and ORS 238A.130, but shall not be
23 considered "salary" for the purposes of determining the amount of required
24 employee contributions. Pursuant to ORS 238A.335(2)(a) and through the term of
25 this Agreement, the parties agree that employee compensation has been reduced in
26 order to generate the funds needed to make these employee contributions; the
27 employer will file any required notices with the Public Employees Retirement Board.
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29 2. If the employee IAP account under ORS 238A.300 is declared invalid or is otherwise
30 eliminated and a replacement is not available, then effective upon the date of its
31 invalidation or elimination, a corresponding general salary increase of six percent
32 (6%) shall be paid to participating employees, or its equivalent, pursuant to the
33 relevant chapter of law for governing PERS employee contributions.

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

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

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tax” contributions pursuant to Internal Revenue Code Section 414(h)(2).

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

Section 2. Duration of Step Salary Schedule. The University and the WOUFT recognize that the agreements reached in this contract are not binding on the negotiating teams representing either party in future ~~(new)~~ contract negotiations. This means that a step salary schedule or any changes in step placements on the existing schedule will also be subject to future negotiations.

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

Section 3.4. Tenure Track and Tenured Faculty Salary Step System. Faculty salaries in the bargaining unit will be assigned according to the following step system.

A. Annual Tenure Track and Tenured Faculty. For annual ~~(Tenure-Track/-and~~ tenured faculty, there will be a 40-step salary step system for the ~~2020-2021, 2021-2022 and 2022-2023~~ academic years starting with the normal entry level salary for Assistant Professors ~~(with increasing steps)~~. ~~Entry level salary calculation is described further in Section 3.A.1 below.~~ Twelve-month faculty will be assigned annual salaries on the basis of their step value times the ratio 11 to 9.

1. For the current Bargaining Agreement, the normal entry-level salary for Assistant Professors will be step 1. For 12-month faculty, the entry level annual salary will be step 1 times the ratio 11 to 9. In consultation with the search committee, professional service prior to, during, or after the awarding of the doctorate or other terminal degree will be considered for salary adjustment purposes. One step per one year of service to a maximum of five steps will be granted.
2. ~~Faculty members will forgo the usual 1-step compensation increase in 2020-2021. However, sStep increases granted due to promotion will be granted remain in effect at the beginning of the 2021-2022 and 2022-2023 contract years consistent with Section 3.A.3 below. However, no other sStep increases will be in subsequent years of this agreement will be awarded 1 step per year of service in the salary system unless a step is not available on the salary schedule for the specified year during the term of this Agreement.~~ Leave without pay will not be considered full-time service in figuring years of service, except in the case of Professional Leave without pay. Sabbatical leave will be considered full-time service in figuring years of service. For purposes of salary level placement, those serving as division chairs shall receive one year credit on the salary schedule for each year served as chair.

3. ~~Notwithstanding Section 3.A.3 above, f~~aculty who receive promotion from Assistant Professor to Associate Professor or from Associate Professor to Full Professor shall receive ~~(in addition,)~~ four steps in the salary system.

Commented [CC1]: As a legal matter, we are not pursuing a “new” contract. We are negotiating a “successor” agreement. The language “new” is inappropriate and inaccurate here.

Commented [CC2]: What does this mean? Striking it in its entirety because WOU does not believe it makes sense or has any application to the relationship or the work experience.

Commented [CC3]: Deleted because its not necessary and causes confusion.

Commented [CC4]: With no steps being granted, this language is inappropriate.

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93 4. Assistant Professors shall not advance beyond the 10th step. Associate Professors
94 shall not advance beyond the 32nd step.
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96 5. **Market Place Advances** (Business & Economics and Computer Science). The
97 University offers degrees and programs in disciplines subject to national market
98 pressures, which cause competitive faculty starting salaries to exceed the starting
99 salaries of other disciplines. The disciplines subject to these national salary pressures
100 at WOU presently are those contained in the divisions of Business & Economics and
101 Computer Science. Other divisions may contain disciplines that, in the future, will be
102 subject to national market pressures on faculty starting salaries. If this happens, the
103 University will negotiate with the Union to include other divisions in this agreement.
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105 a. Therefore, in order to make competitive starting salaries of the disciplines in
106 these designated units the University may make starting salary offers equal to the
107 regular step salary plus an additional twenty-two percent (22%). The market
108 place salary advances will continue at the same percentage of the step salary as
109 the faculty advances. The University will inform the Union of any and all market
110 place advances. Advances made in accordance with this provision shall not be
111 considered salary anomalies. The University may negotiate an added adjustment
112 beyond the percentage agreed to here with the consent of the Union.
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114 b. In addition, the University may provide continuing funding of up to \$100,000
115 for division of Business & Economics faculty salaries, plus related other
116 personnel expenses (OPE). This budgetary amount is to be used for the
117 recruitment and retention of new tenure line faculty only. Such annual budgetary
118 amount is available for each year of this contract. Salary for all faculty members
119 hired with these funds shall be based on their position on the faculty step salary
120 schedule plus a negotiated salary supplement amount awarded from the \$100,000
121 provided in this paragraph. Salaries will be established by step placement,
122 followed by the market adjustment (5.a), followed by the negotiated salary
123 adjustment (5.b), in that order. The University shall notify the Union of all hires
124 and the three components of their salary made under Market Place Advances.
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126 ~~—Salary Adjustments. 2021-2022 and 2022-2023 salary adjustments of annualized
127 base salaries for tenure-track and tenured faculty shall temporarily occur as follows.
128 Unless otherwise dictated by bargaining by WOU and WOUFT over a successor
129 agreement, the tenured/tenure-track salary schedule in Section 3.A.6.d below will
130 return to no less than the 2020-2021 steps noted identified in the 2020 column
131 below.~~

132 6.
133 a. 2021-2022 Base Salaries. For the first year of this Agreement, July 1, 2021
134 through June 30, 2022, each step of the tenured/tenure-track salary schedule in
135 Section 3.A.6.d below will reflect a 3% reduction as compared to the 2020-2021
136 schedule.

137 b. _____

Commented [CC5]: Moved from below for organizational purposes.

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2022-2023 Base Salaries. For the first year of this Agreement, July 1, 2022 through June 30, 2023, each step of the tenured/tenure-track salary schedule in Section 3.A.6.c below will reflect a 3% reduction as compared to the 2020-2021 schedule.

c. Exemptions. For the two year term of this Agreement, July 1, 2021 through June 30, 2023, notwithstanding Section 3.A.6.a and b above, tenured/tenure-track faculty at the rank of Assistant Professor, who began on their tenure track contract at the University on September 16, 2019, or later will be exempted from the temporary reduction and will remain at the applicable 2020-2021 base salary throughout the term of this Agreement. Newly hired faculty will refer to the 2020-2021 salary table for appropriate placement.

~~Salary adjustments of annual tenure and tenured faculty salaries shall occur as follows~~

Commented [CC6]: Moved up to beginning of Section 6.

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e.d. Annual Tenure-Track and Tenured Faculty Salary Schedule

July 1, 2021 ⁺ (12-month) September 16, 2021 ⁺ (9-month) October 1, 2021 ⁺ (Deferred Pay)		<i>* See Section 3.A.6 above.</i>	
Same levels as September 2019 schedule			
step	September 2020	September 2021	September 2022
1	54,215	<u>52,589[±]</u>	<u>52,589[±]</u>
2	55,372	<u>53,711[±]</u>	<u>53,711[±]</u>
3	56,628	<u>54,929[±]</u>	<u>54,929[±]</u>
4	56,932	<u>55,224[±]</u>	<u>55,224[±]</u>
5	57,435	<u>55,712[±]</u>	<u>55,712[±]</u>
6	58,218	<u>56,471[±]</u>	<u>56,471[±]</u>
7	59,019	<u>57,248[±]</u>	<u>57,248[±]</u>
8	59,838	<u>58,043[±]</u>	<u>58,043[±]</u>
9	60,677	<u>58,857[±]</u>	<u>58,857[±]</u>
10	61,535	<u>59,689[±]</u>	<u>59,689[±]</u>
11	62,411	<u>60,539[±]</u>	<u>60,539[±]</u>
12	63,307	<u>61,408[±]</u>	<u>61,408[±]</u>
13	64,224	<u>62,297[±]</u>	<u>62,297[±]</u>
14	65,162	<u>63,207[±]</u>	<u>63,207[±]</u>
15	66,121	<u>64,137[±]</u>	<u>64,137[±]</u>
16	67,101	<u>65,088[±]</u>	<u>65,088[±]</u>
17	68,102	<u>66,059[±]</u>	<u>66,059[±]</u>
18	69,127	<u>67,053[±]</u>	<u>67,053[±]</u>
19	70,175	<u>68,070[±]</u>	<u>68,070[±]</u>
20	71,245	<u>69,108[±]</u>	<u>69,108[±]</u>
21	72,339	<u>70,169[±]</u>	<u>70,169[±]</u>
22	73,458	<u>71,254[±]</u>	<u>71,254[±]</u>
23	74,602	<u>72,364[±]</u>	<u>72,364[±]</u>
24	75,771	<u>73,498[±]</u>	<u>73,498[±]</u>
25	76,964	<u>74,655[±]</u>	<u>74,655[±]</u>
26	78,185	<u>75,839[±]</u>	<u>75,839[±]</u>
27	79,433	<u>77,050[±]</u>	<u>77,050[±]</u>

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28	80,708	<u>78,287^z</u>	<u>78,287^z</u>
29	82,009	<u>79,549^z</u>	<u>79,549^z</u>
30	83,340	<u>80,840^z</u>	<u>80,840^z</u>
31	84,700	<u>82,159^z</u>	<u>82,159^z</u>
32	86,089	<u>83,506^z</u>	<u>83,506^z</u>
33	87,509	<u>84,884^z</u>	<u>84,884^z</u>
34	88,959	<u>86,290^z</u>	<u>86,290^z</u>
35	90,440	<u>87,727^z</u>	<u>87,727^z</u>
36	91,954	<u>89,195^z</u>	<u>89,195^z</u>
37	93,500	<u>90,695^z</u>	<u>90,695^z</u>
38	95,132	<u>92,278^z</u>	<u>92,278^z</u>
39	96,931	<u>94,023^z</u>	<u>94,023^z</u>
40	98,766	<u>95,803^z</u>	<u>95,803^z</u>

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6.7. 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 their 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	Master'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

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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.

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Section 5. Summer Session: The rate of pay for 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.

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:

- A. 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.
- B. A Non-Tenure Track faculty member may be eligible for this special summer compensation rate providing they teach 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.
- C. 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.
- D. All courses must generate a minimum of eighteen (18) student credit hours to allow for special summer compensation rate consideration.
- E. If a request is approved, the faculty member is committed to holding the class.