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3 **MEMORANDUM OF UNDERSTANDING**

4 **REGARDING THE ASSIGNMENT OF FTE FOR ARTICLE 17, SECTION 10**
5 **ASSIGNMENTS**

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7 This Memorandum of Understanding (“MOU”) is between United Academics of the
8 University of Oregon, AAUP/AFT, AFL-CIO (“Union”) and the University of Oregon
9 (“University”).

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11 WHEREAS, the University routinely hires faculty to teach in programs that rely on
12 alternative compensation models in order to be financially viable; and

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14 WHEREAS, assignments in these programs have historically been compensated through
15 lump-sum stipends; and

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17 WHEREAS, those programs are listed in Article 17, Section 10: and

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19 WHEREAS, the University has a policy wherein faculty who teach similar classes should
20 be assigned the same FTE for those classes;

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22 NOW, THEREFORE, the parties agree the following provisions apply to bargaining unit
23 faculty member whose assignments under Article 17, Section 10 are in addition to their
24 normal load:

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- 26 1. All faculty who teach classes in the programs listed in Article 17, Section 10 will
27 be assigned a contractual FTE for those assignments; and
 - 28 2. Faculty members’ FTE calculations shall be consistent within the same program;
 - 29 3. Payments made pursuant to Article 17, Section 10 may reflect base salaries which
30 differ from an individual faculty member’s normal base salary.
 - 31 4. Faculty who have performed assignments in these programs without previously
32 being assigned a contractual FTE will have the annualized FTEs appropriately
33 adjusted to account for previous work for the purposes of determining promotion
34 eligibility as per Article 19, Section 5. It is the responsibility of the faculty
35 member to notify his or her department head at the time of submitting a
36 promotion packet of any work performed which may count toward promotion
37 eligibility pursuant to this MOU.
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43 **Knowing and Voluntary.** The parties acknowledge that they have carefully read and fully
44 understand the terms of this MOU, and that they are voluntarily entering into this MOU.

1 **Effective Date.** The parties agree that this MOU will be effective on the date on which all
2 parties have signed below.

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4 **Retroactivity.** The parties agree that there will be no retroactive calculation or crediting
5 of FTE for any purposes unless explicitly provided for in this MOU.

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7 **Entire Agreement.** The parties agree that this MOU constitutes the entire agreement
8 between the parties on the matters discussed herein. This MOU fully supersedes any and
9 all prior agreements or understandings between them pertaining to the subject matter
10 contained in this MOU. Except as described in this MOU, there were no inducements or
11 representations leading to the execution of this document.

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13 **Disputes.** Any and all disputes arising from the interpretation, implementation or
14 application of this MOU are subject to the grievance and arbitration provisions of Articles
15 22 and 23 of the Agreement.

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18 FOR THE UNIVERSITY

FOR THE UA

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23 _____ Date
24 Scott Coltrane
25 Senior Vice President and
26 Provost

_____ Date
Michael Dreiling
President

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29 _____ Date
30 Bill Brady
31 Senior Director, Employee and
32 Labor Relations

_____ Date
David Cecil
Executive Director