

**Memorandum of Understanding
between
University of Oregon
and
United Academics of the University of Oregon, AFT/AAUP, AFL-CIO
regarding
Exceeds Policy Language**

This Memorandum of Understanding (“MOU”) is entered into by and between University of Oregon (“University”) and United Academics (“Union”), collectively referred to as “the parties.”

WHEREAS, in April 2025 the parties ratified a successor agreement that specified a new approach for unit-level merit policies; and

WHEREAS, the parties recognize the importance of a transparent and inclusive unit process for developing or revising unit policies, the value of clear and detailed approved policies to the success of the faculty, and the significant time and effort required for this endeavor; and

WHEREAS, the University modified unit merit policies in November of 2025 by inserting language that the Union contends does not fully align with the CBA and that produced confusion for units; and

WHEREAS, the parties now wish to allow units to rely on their existing policies within the new approach of the CBA;

THEREFORE, considering the recitals above and to resolve all challenges to the November 2025 merit policy updates as of the date of this agreement, the parties agree as follows:

Agreement 1. Merit Policies. The CBA specifies that "Unit level policies will be expected to describe how different levels of accomplishment in teaching, scholarship and creative activities, and service will correspond to different merit ratings in those categories and overall." The Office of the Provost will revert policy changes made November 1, 2025 back to the original language used in the previously approved policies to describe merit categories by removing the words "Substantially Beyond Meets" or similar inserted phrases and retaining the original words. Other changes made to the policies by the University that were intended to render them consistent with the current CBA language will remain in place.

The unit-level merit policies in effect for TTF Merit reviews conducted in Spring 2026 for the FY27 TTF Merit Increase (Article 26. Section 3.b) will be the established unit-level policies as described above. Merit Policies that contain "exceeds" as a category shall be

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understood to be consistent with the CBA clause that stipulates that policies “describe how different levels of accomplishment in teaching, scholarship and creative activities, and service will correspond to different merit ratings in those categories and overall” (Article 26. Section 3.b.).

Departments or units that desire to eliminate the “exceeds” language in their established policies and find other ways to “describe how different levels of accomplishment in teaching, scholarship and creative activities, and service will correspond to different merit ratings in those categories and overall” may do so through the process outlined in Article 4.

Agreement 2. Teaching Evaluation Rubric. References to “exceeds” may be retained in the current Teaching Evaluation Rubric, or that column may be removed in order to disambiguate regular teaching reviews from merit reviews or to bring unit policy in line with the current CBA.

Agreement 3. Message on Merit Policy. Within 30 days of the signing of this agreement, the Office of the Provost shall offer the following message with respect to this agreement:

In the Fall of 2025, the Office of the Provost made changes to unit merit policies under CBA Article 4, Section 1.d. which allows for modifying unit policies based on agreements between the University and United Academics. These changes were initiated by the Office of the Provost in a good faith effort to align with the most recently agreed to CBA. We were attempting to do at least three things with our changes:

1. Continue to align with this clause from Article 26: "Unit level policies will be expected to describe how different levels of accomplishment in teaching, scholarship and creative activities, and service will correspond to different merit ratings in those categories and overall." while also accomplishing the following:
2. Reduce confusion by not using the word “exceeds” in merit when we’ve removed it from the other policies.
3. Leave units’ methodologies and formulas for determining merit intact.

We realize now that while we preserved units’ existing merit formulas, we did not reduce confusion across the board. The replacement phrase "substantially beyond meets expectations" was not meant to change the way that units should evaluate performance for merit purposes, but we understand that for some, this was not clear.

The new CBA indicates that "Unit level policies will be expected to describe how different levels of accomplishment in teaching, scholarship and creative activities, and service will correspond to different merit ratings in those categories and overall." All current merit policies do this. To resolve disagreement, we will revert to the original

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language used in the previously approved policies to describe merit categories. This means that where applicable, units may revert back to using the term “exceeds expectations”. We will retain other changes made to the policies that were designed to conform to the current CBA language.

As per our agreement with UA, units do not have to take any further actions if they are satisfied with their previously approved approach to determining merit. In those cases, units should evaluate merit in the next round this spring the way they did in the last round, using their already approved methodology and formula.

The Office of the Provost still prefers that merit ratings be based on a finer grained, or even continuous, scale to allow for finer distinctions between faculty merit. However, we are not requiring a change to policies at this time.

If units wish to modify their merit policies they may do so using the process described in the CBA in Article 4, Section 1.c.

Knowing and Voluntary. The parties acknowledge that they have carefully read and fully understand the terms of this MOU, and that they are voluntarily entering into this MOU.

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

Entire Agreement. The parties’ collective bargaining agreement and this MOU represent the parties’ entire agreement with respect to the subject matter discussed in this MOU. Except as described in this MOU, there were no inducements or representations leading to the execution of this document.

Disputes. Any disputes arising from the interpretation, implementation, or application of this MOU are subject to the grievance and arbitration provisions of Articles 22 and 23 of the CBA.

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Signatures.



Feb 10, 2026

For the Union, Kate Mills, President

Date



Feb 10, 2026

Kate Morris (Feb 10, 2026 15:20:41 PST)

For the University, Kate Morris,
Executive Vice Provost

Date



Feb 9, 2026

Chris Meade, Senior Director, Employee and Labor Relations

Date