

Collective Bargaining Agreement

between

**Portland State University Faculty Association,
Local 3571**

American Federation of Teachers, AFL-CIO

and

**Portland State University
Portland, Oregon**

**For the Period
July 1, 2015 through June 30, 2020**

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PREAMBLE

This Agreement, entered into as of the date of ratification, is between Portland State University, herein referred to as UNIVERSITY or PSU, and the Portland State University Faculty Association, Local 3571, American Federation of Teachers, AFL-CIO, herein referred to as UNION, affiliated with the American Federation of Teachers-Oregon, AFL-CIO and the American Federation of Teachers, AFL-CIO.

The intent and purpose of this Agreement is to promote the quality and effectiveness of education at Portland State University and to maintain high standards of academic excellence in all phases of instruction, research, and service.

Article 1. RECOGNITION

Pursuant to the certification of the Employment Relations Board dated June 8, 1979, the University recognizes the Union as the exclusive representative of all faculty employees described in the certification solely for the purpose of collective bargaining with respect to salaries and other terms and conditions of employment. Representation shall include those employed less than half-time (0.5 FTE) during the academic year, and those employed during summer terms who have been a member of the bargaining unit during the previous academic year.

Nothing in this Agreement shall be construed to prohibit the University or its representatives from meeting with any individual or organization to hear views on any matters; provided, however, that as to any matter which is a mandatory subject of collective bargaining or covered by a term of Agreement, any changes or modifications shall be made only through negotiations and agreement with the Union.

Article 2. DEFINITIONS

As used in this Agreement, except where the context plainly requires a different meaning or where a different meaning is stated:

1. "Agreement" means all the definitions, terms, and provisions set forth in this contract consisting of 23 articles, excluding titles of articles, headings, and preamble, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning of any provision of this contract.
2. "Board" means the Portland State University Board of Trustees.
3. "Days" means academic workdays excluding holidays and weekends.
4. "Department" means an academic department, or other similar administrative unit.

5. "Department Chair" or "Chair" means the person with supervisory responsibility of an academic University unit. Such persons have titles that include department chair, director, or associate dean, depending on the structure of any particular school, college or other unit. As used in this Agreement, "Department Chair" also includes their designee.
6. "Employee" means any person covered by the terms and conditions of this agreement as defined in Article 1 (Recognition).
7. "ERB" means the Employment Relations Board of the State of Oregon.
8. "President" means the president of Portland State University.
9. "Union" means the Portland State University Faculty Association, AFT Local 3571, AFL-CIO.
10. "University" means Portland State University.
11. "Unit" or "Bargaining Unit" means the bargaining unit as defined in Article 1 (Recognition).
12. The singular purports the plural and the plural the singular as the context may require.
13. "FTE" means full time equivalency.
14. "Adjuncts" means those researchers and instructional faculty members who are hired on less than half-time appointments (below .49 FTE or 22.5 credits per academic year).

Article 3. UNION PRIVILEGES AND LIMITATIONS

Section 1. The Union, on behalf of itself and on behalf of its officers, agents, members, and members of the bargaining unit, agrees during the term of this Agreement not to participate or engage in, sanction, cause aid or abet, assist, encourage, or participate in any strike, walkout, refusal to report to work, picketing, mass absenteeism, or other interruptions of work concerning a labor dispute under this Agreement. For the purposes of this Article, a strike includes any stoppage or cessation of work, slow down of any kind, or other interference with the operations of the University, whether done in concert or singly. Any member of the bargaining unit who violates any provision of this Article shall be subject to disciplinary action including loss of pay, suspension, and discharge. Recourse or appeal of such disciplinary action shall be limited to the question of whether the employee participated in a strike prohibited by this Section. In the event of a violation of this Section, whether sanctioned or unsanctioned, the Union, upon request of the University, shall immediately use its best efforts to effect the return to normal work routine of the involved employees.

Nothing contained in this Section shall be construed to be a limitation of any right of the University to any other remedies, legal or equitable, to which the University may otherwise be entitled.

Section 2. The University will provide furnished office space to the Union during the term of this Agreement. The Union agrees to pay the University monthly in advance for such space at the prevailing rate determined by the University as of July 1 of each year.

Section 3. The Union is permitted reasonable use of University facilities and services, including telephone, voice mail, duplicating, computing, audiovisual and meeting rooms, as provided in University Administrative Rules, and will pay the customary charges for such services. The Union agrees to use the University's Facilities Reservation and Agreement form and abide by the provisions therein.

The Union is permitted reasonable use of the University mail distribution services for notifying members of Union meetings and for communicating with members of the bargaining unit on official business matters of the Union.

The Union will be provided use of available classroom space for quarterly membership meetings.

Section 4. Upon written request on a form provided by the Union and approved by the University, members of the Union may have regular monthly dues deducted from their paychecks. The amount to be deducted will be certified by the Treasurer.

Such authorization shall remain valid until written notice of cancellation or until the member is not employed for one calendar year.

The University will by the 10th of each month send payment to the Union for the total amount so deducted, accompanied by a listing identifying the members and amount for whom deductions are being paid.

In any month in which the University fails to deduct the correct amount for more than 15% of the bargaining unit, the University shall advance to the Union sufficient funds so that the amount deducted equals the amount deducted in the most recent month that dues were properly deducted. The University shall be repaid by the Union for the funds advanced when it collects the amounts not properly deducted.

The University will notify the Union weekly of newly hired members based on the members' position addition to the Human Resources Information system (HRIS). Notification shall be delivered electronically and shall include the new employee's name, department, email address and phone number if available. This section does not alter any other provision within this agreement or require process change in HRIS record maintenance.

The University will provide the Union with a list of the members of the bargaining unit on a monthly basis. Such listing will be delivered in a format which is mutually agreed upon.

The University shall provide each quarter a listing of bargaining unit members no longer in the bargaining unit with reason for change.

The Union may reactivate a member by submitting a photocopy of the original membership dues deduction authorization whenever purged members resume employment in the bargaining unit.

Section 5. During the term of this Agreement, the University shall make available to the Union within a reasonable time after receiving a written request therefore, all factual information reasonably required for the Union to administer this Agreement and to negotiate subsequent agreements.

Within fifteen (15) days of the execution of this Agreement and any time a change is made, the University shall send the Union the name of the person responsible for complying with the requirements of this Section.

The University reserves the right to charge the Union at customary billing rates for the costs of file searching, analysis, and reproduction of information furnished in compliance with this Section. When the University expects to make a charge, it will furnish the Union an estimate of the cost and obtain Union authorization before proceeding to comply with the request.

Section 6. Changes in policies or practices resulting from this Agreement and changes in policies which significantly affect members will be communicated to the Union President within one week of implementation and published by appropriate means.

Section 7. The Union shall indemnify and hold the University harmless against all claims, demands, and judgments including reasonable costs of defense, which arise from actions taken by the University in compliance with Sections 4 and 5 of this Article.

Section 8. The University will provide a centrally located space in Smith Memorial Student Union for one (1) Union bulletin board of suitable size.

The University will also allow the use of reasonable bulletin board space to facilitate the Union's ability to communicate with Adjunct faculty members within Departments. Such spaces shall be mutually agreed upon by the Union and the Chair. The Union will provide the bulletin board for each Department.

Section 9. The University shall include in each appointment letter notice that the position is represented by the Union, dues will be deducted from the Adjunct's pay, and that the Adjunct is not automatically a member of the Union. The notice will also include contact information for the Union. The Union will be permitted to provide input on the template language used for this notice.

Article 4. FAIR SHARE

Section 1. Each month, the university shall deduct from the salary of each person in the bargaining unit who is not a member of the Union a sum certified by the Treasurer of the Union equivalent to union dues. Similar deductions will be made in a similar manner from the salary of new faculty who do not become Union members within thirty (30) days after the effective date of their employment.

Section 2. Employees with verifiable religious objection (see ORS 243.666) may have dues paid to a nonreligious charity agreed upon by the parties. Questions regarding the bona fide nature of religious objections shall be resolved by the ERB.

Section 3. The Union shall indemnify and hold the University harmless against any and all claims, damages, suits, or other forms of liability that may arise out of any action taken or not taken by the University for the purpose of complying with the provisions of this Article.

Article 5. CONSULTATION

Section 1. The Union and the President of the University or his/her designee agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of this Agreement. The parties shall meet within ten (10) days of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed.

Section 2. If mutually agreeable, the parties may meet to discuss employment relations matters.

Section 3. The parties understand and agree that meetings held as provided in Sections 1 and 2 of this Article shall not constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided in Article 10 (Grievances).

Article 6. ACADEMIC FREEDOM AND RESPONSIBILITY

All members are entitled to freedom in the classroom in discussing their subjects, but they should be careful not to introduce into their teaching controversial matter which has no relation to the subject.

Members also have freedom of expression to speak and write as individuals. In this regard, the University shall not attempt to control or sway the personal opinion of any member, nor the public expression of that opinion. In the exercise of this freedom of expression, members shall manifest appropriate restraint, shall show respect for the opinion of others, and shall make every effort to indicate that they are not speaking for the University.

The paragraphs above are statements of intent and policy and are not subject to Article 10 (Grievances).

Article 7. MEMBER RIGHTS

Section 1. Nondiscrimination and Affirmative Action. The University and the Union will not discriminate against nor tolerate discrimination against any member with respect to wages, hours, or any terms or conditions of employment on the basis of age, disability, marital status, national origin, race, religion, sex, sexual orientation, or veteran status. The Union agrees to support the University in the fulfillment of its affirmative action obligations.

Section 2. Facilities and Amenities. The University recognizes the importance of office space for instructional faculty members. All members will be provided with a desk or other appropriate working table, a filing cabinet, telephone, mailbox, and a room in which the member can meet privately with students. Adjunct faculty will be provided with dedicated workspaces if available. Members shall have reasonable access to

duplicating services, office supplies, computers, storage space, and support staff as made available to other members of the Department or administrative unit. All members of the bargaining unit will be provided with electronic mail and voicemail accounts upon request to the Department Chair.

Section 3. Safe Conditions. It is the goal of the University to maintain a safe, respectful, and productive environment for faculty, students, administrators, and staff. In light of this, harassment and threatening or violent behavior is prohibited.

Each department head, manager, supervisor, employee, and faculty member is responsible for creating and maintaining an atmosphere free from harassment, violence, and retaliation.

Any complaints or concerns arising from the above paragraphs will be addressed by the Human Resources, Student Code of Conduct, or the Office of Global Diversity & Inclusion. The University and the Union will work together to clarify and publicize faculty members' rights and responsibilities regarding student conduct, including informing faculty members of the Student Code of Conduct and the appropriate routing of concerns regarding student conduct. The University and the Union staff will work together to facilitate access to the PSU Alert System so that Union staff may receive timely warnings and emergency notifications. Additionally, and to the extent possible under law, the University will notify the affected Adjunct faculty member of any reports of incidents of threatening student conduct filed with Campus Public Safety or Enrollment Management and Student Affairs that may impact the faculty member.

Adjunct faculty members shall endeavor to maintain safe working conditions and shall adhere to established safety rules, regulations, and practices. It is a faculty member's responsibility to report any health and/or safety hazards. The member reporting the alleged unsafe conditions shall be promptly apprised of the result of the investigation, to the extent allowed by law.

If an Adjunct faculty member believes that their office or classroom assignment presents a clear danger to their health and/or safety, they may request a temporary reassignment from their Chair. The University shall promptly respond to such a request and shall meet with the faculty member to discuss the concern and engage in steps to reach a possible resolution.

Section 4. Individual Appointments. The University will not offer an individual member an appointment the terms of which violate this Agreement

Section 5. Library Privileges and Affiliated Access. Upon hire, Adjunct faculty members shall be granted full library privileges, PSU email, and ODIN access for a period of one calendar year. If a faculty member has a need to extend their access they can request it through their Chair.

Section 6. Committees and Extra-Instructional Activity. The University will appoint bargaining unit members to university-wide committees that deal with issues related to bargaining unit members. In addition, the University encourages voluntary participation of faculty members in extra-instructional activities and work and will provide compensation with Chair approval as described in Article 8, Section 1 and Article 12, Section 6.

Section 7. Professional Evaluation.

1. An Adjunct faculty member who has been employed as an Adjunct by PSU for 3 years or 20 credits, whichever occurs first, will be offered a professional evaluation by their Chair. In departments or schools where there is not a Chair, evaluations will be offered and completed by a Chair-equivalent, Chair designee, or Associate Dean. Evaluations should be offered and completed during the term immediately following the one in which the faculty member has completed the requirements. Once offered, the faculty member may choose whether or not to have an evaluation at that time.
2. If an Adjunct faculty member elects not to have an evaluation at that time, they will be offered another opportunity for an evaluation after they have been employed for an additional 2 years or 12 credits, whichever comes first.
3. There will be no repercussions for an Adjunct faculty member who elects not to have an evaluation. Future appointments will continue to be offered on a full academic year basis, once the faculty member has completed the initial requirements as set forth in Article 8, Section 2. Adjunct faculty members who opt out may be offered a two-year appointment at the discretion of the Chair.
4. Professional evaluations are for providing feedback and developmental guidance to Adjunct faculty members and to determine if a two-year appointment is appropriate. This process will not be used for the purposes of discipline or discharge of an employee.
5. Information about the process for professional evaluations will be referenced at the time of hire in each Adjunct faculty members' letter of appointment.
6. Evaluations will be based on the following materials:
 - a) Current CV or Resume
 - b) Summary of student evaluations with short written reflection (not applicable to research faculty)
 - c) Short statement on teaching or research experience and/or why they teach
 - d) A current syllabus for each course taught during the corresponding academic year (not applicable for research faculty).
 - e) In addition to the material listed above, the Adjunct faculty member must provide two items from the following list. The faculty member may choose which of these to provide and is encouraged to discuss this selection with their Chair:
 - Classroom observation by a peer of the faculty member's choice;
 - Letter of support by a peer of the faculty member's choice;
 - Examples of special assignments, projects, or research;
 - Description of how the faculty member is staying current in their field.
7. Evaluation results will be shared in writing and will be signed by the Chair upon completion. A faculty member will be given the opportunity to acknowledge the evaluation results and/or create a written response. Upon request of either party, the results will be shared at an in-person meeting. Any faculty member's written response to the evaluation process will be attached to the evaluation documents. Any written evaluation or

record of an observation will be included in the Employee's personnel file and must comply with provisions of Article 9 (Personnel Files).

8. Once an Adjunct faculty member has received a successful evaluation, future appointments will be offered for a term of two academic years, subject to the provisions of Article 8, Section 2. Further evaluations may be conducted every four years if initiated by the Chair. Evaluations will follow the process outlined in this Article 7, Section 7.

9. A faculty member who receives a negative evaluation will not be issued a two-year contract, but will be offered the opportunity to teach one additional course and offered re-evaluation upon completion of the course. All negative evaluations must include a written explanation of the reasons for the evaluation result and a statement that the faculty member is not eligible for a two-year contract. An Adjunct faculty member who is not eligible for a two-year contract as a result of a negative evaluation may appeal, subject to the process as set forth below.

10. Appeal Process. For the purpose of this appeal process, information provided by email will be considered to have been submitted in writing.

- a) An Adjunct faculty member who receives an evaluation that results in the Department not offering that faculty member a two-year appointment may appeal to the Chair within 10 days. The Chair shall provide a written response within 5 days of receiving an appeal.

If the faculty member is dissatisfied with the Chair's decision, the faculty member may appeal to the Dean, with a copy to the Chair, within 10 days after receiving the Chair's appeal response. Within 5 days after receipt of the appeal to the Dean, the Chair shall provide the Dean with all documents pertinent to the evaluation, with a copy to the faculty member. The faculty member may file a written explanation in support of their position. The Dean will render their decision in writing within 5 business days of receiving the required documentation. The Dean's decision is final.

Section 8. Disputes. In keeping with the University's goal of providing a respectful and productive environment in which to deliver quality academic programs, the university shall fully investigate any dispute concerning interactions between Adjunct faculty and students with respect to all parties concerned and shall seek a resolution that demonstrates fairness and academic integrity. When appropriate, the Adjunct faculty member will be notified of an investigation and informed of the outcome of the investigation in a timely fashion.

Section 9. Labor-Management Committee. The Vice Provost for Academic Personnel and & Leadership Development, the Director of Academic Employee & Faculty Labor Relations, and the President of the Union will establish a labor-management committee to discuss matters concerning bargaining unit members. The committee shall meet once per quarter or at the request of either party. This committee will work collaboratively to address workplace issues that may arise that are outside of the grievance process, and discuss concerns.

Section 10. Intellectual Property Rights. The University agrees to provide as a resource the Director of Innovation and Intellectual Property to Employees who have questions and/or concerns about the use or misuse of intellectual property rights. If the University Intellectual Property Rights policy is modified, PSUFA will be notified and will be provided the opportunity to give input.

Section 11. Orientation and On-boarding. The parties agree to establish an Orientation and On-boarding process as set forth in the Letter of Agreement incorporated into this Agreement.

Section 12. Employee Assistance Program. The University agrees to make its Employee Assistance Program available to Adjunct faculty, in the same manner and to the same extent such services are offered to full-time University employees. The University will not substantively alter the benefits provided under the Employee Assistance Program during the term of this Agreement.

Article 8. APPOINTMENTS AND ASSIGNMENT RIGHTS

Section 1. Appointments.

All appointments of Adjunct faculty are non-tenure-related. Initial appointments for Adjunct faculty may be granted on a term-by-term basis. No appointment will create any right, interest, or expectancy in any further appointment beyond its specific term, except as expressly provided in this Agreement.

Letters of appointment to employ or re-employ shall, when feasible, be sent at least five (5) weeks prior to the first class meeting of the course to be taught. An Adjunct faculty member will receive additional compensation, as provided in Article 12, Section 8, if the letter of appointment is offered less than two weeks prior to the first class meeting, or if the class is cancelled less than two weeks prior to the first class meeting or within the first two weeks of class. This provision only applies during fall, winter and spring terms. During summer term, cancellation compensation will be calculated and dispensed according to the HR form "Cancellation of Appointment for Adjunct Pay." This provision does not apply to Adjunct Faculty teaching Applied Music Instruction courses.

Adjuncts are encouraged to contact their Chair before the first class session to discuss expected class sizes, course expectations and support resources available.

Declination of an offer made less than three (3) weeks before the first class meeting will not prejudice the University's consideration of offering future employment. However, acceptance of and subsequent withdrawal without reasonable cause from an offered course within two weeks before the first class meeting may prejudice the University's consideration of future employment.

All offers to employ Adjunct faculty members will be made in the form of a letter. An offer not accepted by the date specified in the letter of appointment will be considered to have been withdrawn. The letter of appointment will contain the offered adjunct academic rank, rate of pay, courses to be taught each term, credit hour of the courses, reference to timing and process of evaluations (as provided for in Article 7, Section 7), notice regarding future appointments, notice of faculty right to additional compensation in the cases of late appointments and class cancellation, bargaining unit status and PSUFA contact information (as provided in Article 3, Section 9), as well as other relevant information.

Substantial changes to letters of appointment templates will be discussed with the labor/management committee prior to implementation.

The assignment of FTE for Adjunct faculty members shall be on the basis that 1.0 FTE equals forty-five (45) course credit hours per academic year.

The University recognizes and encourages Adjunct instructional faculty's voluntary participation and input in extra-instructional activities at both the departmental and university-wide levels. These activities may include but are not limited to: attending departmental meetings, serving on departmental or university committees, and/or developing courses. Such participation is not required. In the event that the University requests an Adjunct instructional faculty member to participate and the Chair approves, the faculty member will be compensated for such participation, as provided in Article 12, Section 6. Such participation by Adjunct instructional faculty in addition to their existing appointment must not exceed a total FTE of .49 per year. The exact nature of faculty involvement, including voting rights, will be determined by departmental and/or University policy.

Section 2. Academic Rank for Adjunct Faculty.

1. Academic Rank for Instructional Faculty Appointments:

- a) Adjunct faculty members who hold advanced degrees or have comparable experience in the discipline in which they teach (but do not hold terminal degrees in their field) will be hired at a minimum academic rank of **Adjunct Instructor**.
- b) Adjunct faculty members who hold terminal degrees or have comparable experience in the discipline in which they teach will be hired at the minimum rank of **Adjunct Assistant Professor**.
- c) Comparable experience will be determined by the Department based on the faculty member's professional accomplishments. Departmental guidelines will inform the Chair's determination and a Letter of Agreement will provide additional details for process and criteria in the evaluation of an Adjunct faculty member's experience.
- d) An Adjunct faculty member who obtains a terminal degree in their field while employed at the University shall advance to the rank of Adjunct Assistant Professor at the beginning of the term immediately following the award of their degree.
- e) Adjunct Instructors will be eligible for advancement to the rank of **Adjunct Senior Instructor** upon the completion of a minimum of 3 years or 24 credits, whichever occurs first, at the rank of Instructor at the University. Breaks in service of less than 4 terms, excluding summer term, will not impact progression.
- f) If a successful performance evaluation, as described in Article 7, Section 7, was done before the faculty member is eligible to advance in rank the Department Chair will consider those materials in their determination of advancement in rank consistent with Department guidelines.

2. Academic Rank for Research Faculty Appointments:

- a) Research faculty who do not hold terminal degrees in their fields will be hired at a minimum academic rank of **Adjunct Research Assistant**.

- b) Research faculty who hold terminal degrees or a Master's degree and have comparable experience in their fields will be hired at the minimum academic rank of **Adjunct Research Associate**.
- c) Research Assistants who obtain terminal degrees in their fields while employed at the University shall advance to the rank of **Adjunct Research Associate** at the beginning of the term immediately following the award of their degree.
- d) Research Assistants and Research Associates in this bargaining unit will be employed on, and will abide by, the same standards and employment policies applicable to other professionals in the research unit.

3. General Provisions Regarding Academic Ranks:

- a) All Adjunct faculty member may request consideration for adjustment of rank from their Department Chair as provided above.
- b) Faculty members entering the AFT bargaining unit with an academic rank other than those listed above will be given the opportunity to retain their previous rank or be assigned a comparable rank at the discretion of the Department Chair.
- c) Faculty who are current employees at the time this contract is ratified may, at their option, continue to hold their current rank provided that it is a rank available in the CBA in effect when they were hired.
- d) Those PSU faculty who retire from a ranked position that is more than half-time and are thereafter hired as an Adjunct at PSU will retain the equivalent rank as an Adjunct.

Section 3. Assignment Rights and Re-appointments.

1. During winter term, the University will distribute a questionnaire to all Employees via the employees' University e-mail addresses. This questionnaire will allow faculty to specify their availability and desire to teach courses that coincide with their expertise. It will also include a statement that unassigned courses and vacant faculty positions are posted in each Department. Each member wishing to teach in the next year will return the completed questionnaire to their Chair, and will have the right to meet with their Chair to discuss their desire to teach in the next year.

When the applicant system is implemented for Adjunct faculty, it will perform the functions described above and replace the questionnaire. When established, course offerings will be posted for the full upcoming academic year. Additional courses may be necessary and will be posted. Faculty members will express their availability and desire to teach courses by applying to adjunct pools through the applicant tracking system.

2. Initial appointments for Adjunct faculty may be granted on a term-by-term basis.

3. Beginning the academic year following the term in which an Adjunct faculty member has been employed by PSU for 2 years or 8 credits, whichever occurs first, future appointments will be offered on a 9-month, academic year basis. The assignment for this 9-month appointment will be at minimum the average annual course load taught during the period in which the faculty member completed the two years or 8 credits referenced above.

4. The right to a professional evaluation, as described in Article 7, Section 7, for the purpose of obtaining a two-year appointment and minimum assignment rights, as provided in this section, is acquired when an Adjunct faculty member is employed for a total of 20 credits or 3 years, whichever occurs first. The two-year appointment will include a minimum assignment of the greater of two courses per academic year or the average annual course load taught during the period in which the faculty member completed the 20 credits or 3 years referenced above.

5. Adjunct faculty employed on or after September 16, 2014 will be subject to the following provisions:

- a) For Adjunct faculty with assignment rights under the previous CBA, any future appointments will be offered for a term of two academic years. The faculty member may be evaluated every 4 years if initiated by the Chair or requested by the faculty member. The terms of the two-year appointments are those set forth in Paragraph 4 above.
- b) Beginning the academic year following the term this Contract is ratified, faculty members who have taught between 8 and 20 credits will be offered any future appointments on a 9-month academic year basis, except as provided in Article 8, Section 2, Subsection 7, below. If, based on performance concerns or other criteria listed in Article 8, Section 2, Subsection 7, the Chair determines that a 9-month contract will not be awarded, then the Chair will meet with the faculty member to discuss their decision. Any eligible Adjunct faculty member not offered a 9-month appointment, as provided herein, may be offered a term-to-term contract. After they have completed an additional 8 credits, the faculty member will be offered a 9-month appointment as described in Article 8, Section 2, Subsection 3. The terms of the appointment are those set forth in Article 8, Section 3, above.
- c) Adjunct faculty members who have taught 20 or more credits will be offered an evaluation and the opportunity to receive a 2-year appointment beginning the following academic year. The terms of the appointment are those set forth in Paragraph Section 4 above. If they decline to have an evaluation, then they will receive a 1-year appointment at the start of the next academic year. The terms of the appointment are those set forth in Article 8, Section 3, above.

6. After completion of a two-year appointment, Adjunct faculty members will continue to be offered two-year appointments for as long as, in the Chair's academic judgment, subsequent two-year appointments best serve the needs of the Department and the needs of the Department's students.

7. All one and two year appointments will be based on the academic judgment of the Chair, taking into account enrollment issues, shift in FT teaching loads, whether the Adjunct faculty member has been disciplined in accordance with Article 16 (Progressive Sanctions), and pedagogical or curricular changes. If, due to such changes, a faculty member is not offered re-appointment, the Chair and the faculty member shall discuss, at the member's option, whether other teaching opportunities exist in the Department for them based on what they are qualified to teach.

A Department's intent to re-appoint or not to re-appoint Adjunct faculty for the following academic year should be communicated at least one term prior to the end of the faculty member's appointment or as soon as reasonably possible.

If courses that occur during an Adjunct faculty member's appointment are expected to be cancelled or modified, the faculty member will be notified at least one term in advance.

8. Neither the University nor its Departments, schools, or colleges shall establish a policy which arbitrarily limits the number of academic terms or years during which a member may be employed.

9. A decision not to renew an appointment is not grievable except as an alleged violation of a provision of this Agreement.

Section 4. Voluntary Resignation.

Failure to appear at the beginning of a term to meet assigned classes, or failure to meet classes during any subsequent week(s), without a diligent effort to provide written notification to the University will be understood to constitute voluntary resignation.

Article 9. PERSONNEL FILES

Section 1. An Adjunct faculty member has the right to know of the existence and location of each of the three legally permissible files maintained on him or her by the University that might be used relative to the employee's qualifications for employment or re-employment, performance evaluation, and/or disciplinary action. Each file shall refer to the existence and location of other files. The University is responsible for informing the faculty member of the existence and location of such files, herein referred to as personnel files.

The University may discharge the responsibility of faculty notification through a description of the location and policies with respect to the maintenance of personnel files in the University Faculty Handbook.

Section 2. The individual will have access to examine their file during normal business hours under conditions which protect the integrity of the files. The faculty member will have the right to copies of their file. The faculty member may be accompanied by a representative of their choice at the time the file is examined.

Section 3. The source of all materials in the personnel file will be identified. No unauthorized or anonymous materials will be contained in the personnel file.

Section 4. An Adjunct faculty member will have the right to submit additional information to be placed in their personnel file which may include, but not be limited to: transcripts supporting claim to academic work; documents supporting claim to professional training; letters and records describing work experience; copies of statements of employment; documents relating to professional growth or performance; documents indicating special competencies, achievements, scholarly research, academic, professional, or other contributions; any statement that the faculty member wishes to have entered in response to, or in elaboration of any other item in their file.

Section 5. If a faculty member should become aware that their personnel file contains errors of fact or omission, the faculty member may petition, in writing, the Provost or their authorized designee, to remove or correct said information.

Article 10. GRIEVANCES

Section 1. Purpose. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The parties encourage the informal resolution of grievances whenever possible and to that end encourage open communications between members and administrators so that resort to the formal grievance procedure will not normally be necessary. The procedures hereinafter set forth shall be the sole method for resolving grievances as that term is herein defined.

Section 2. Resort to Other Procedures. If prior to seeking resolution of a dispute by filing grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter through the grievance procedures provided in the University's non-contractual grievance procedure found at <http://www.pdx.edu/ogc/sites/www.pdx.edu.ogc/files/Faculty%20Grievance%20Procedure.pdf>, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 11 (Arbitration).

Section 3. Definitions.

- a. The term "grievance" means an allegation that there has been a violation, misrepresentation, or improper application of the express terms of this Agreement. The term "grievance" shall not include complaints related to matters of "academic judgment".
- b. "Academic judgment" shall mean the judgment of faculty and administrators concerning determinations, recommendations, decisions, criteria, and information to be used with respect to appointment, reappointment, promotion, tenure status, and merit salary increases of members, and with respect to matters of curricula and educational policy. A proved allegation that an academic judgment was based on false information will compel reconsideration of the judgment.
- c. "Grievant" means one or more members of the bargaining unit, the Union, or the University in appropriate cases, damaged or injured by the act or omission being grieved.
- d. "Day" means a day when classes or examinations are scheduled in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session days will not be counted as days for those members not employed during the Summer Session.

Section 4. General Provisions.

- a. A grievant has the right of self-representation at any step in the grievance procedure and/or may be accompanied or represented by a Union representative. Only the Union may advance a grievance to arbitration.
- b. The Union has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right of self-representation.
- c. The parties may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.

- d. The grievant's failure to meet timelines at any step of this procedure shall be considered acceptance by the grievant of the decision rendered at the previous step. The responding party's failure to communicate the decision on the grievance at any step within the time limits, including any extensions thereof, shall allow the grievant to proceed to the next step.
- e. No member may take a grievance to arbitration except with the approval and participation of the Union.
- f. No resolution of any individually processed grievance shall be inconsistent with the terms of the Agreement, unless agreed to in writing by the Union.
- g. All grievances, requests for review, and arbitration notices must be submitted in writing on forms attached to this Agreement as Appendices A and B, respectively; and shall be signed by the grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.
- h. A grievance may not be filed under this Article for an act or omission which occurred prior to the effective date of this Agreement.
- i. A grievance may be withdrawn by a grievant at any time.

Section 5. Presentation of Grievances.

Step 1. All grievances shall be presented to the appropriate Dean in writing within thirty (30) days of the act, omission, or commencement of the condition on which the grievance is based, or after the date on which the member knew or reasonably should have known of such act, omission, or condition, if that date is later. In no event, however, shall grievances be presented more than 120 days after the act, omission, or commencement of the condition on which the grievance is based.

The grievance shall be presented on the grievance form (Appendix A) and shall set forth the act, omission, or condition on which the grievance is based, the date thereof, the specific provision(s) of this Agreement which is in dispute, and the remedy sought. Upon receipt of the written grievance, the Dean shall meet with the grievant and shall render a written decision. The parties may also elect to resolve the grievance informally during this period, but the Dean's decision shall, in any case, be rendered within 15 days.

If the matter being grieved relates to an act or omission by a Vice President or the President, the grievance may be filed at Step 2, but the manner provided at this step.

Step 2. If the grievant is not satisfied with the decision at Step 1, a request for review (Appendix B) may be filed with the President within ten (10) days of the date of the decision at Step 1. The President or a designee shall meet with the grievant and render a written decision within fifteen (15) days of receipt of the request for review.

Disputes relating to definition of the bargaining unit shall be resolved by the Employment Relations Board and not by arbitration.

Step 3. If the decision rendered at Step 2 is not satisfactory to the grievant, they may, with the concurrence of the Union, proceed to arbitration.

Article 11. ARBITRATION

Section 1. Notice of intent to arbitrate an unresolved grievance (Appendix C) must be filed with the President of the University within twenty (20) days of the decision rendered under the provisions of Paragraph one of Step 2.

Section 2. Within ten (10) days of receipt of notice of intent to arbitrate, the parties shall meet to select an arbitrator by any methods of mutual consent, or by requesting a list of seven American Arbitration Association (AAA) listed arbitrators from the Employee Relations Board. When striking from a mutually created list or list provided by ERB, each party shall alternately strike names from the Arbitration Panel until one name remains. The party initiating the arbitration shall strike the first name.

No prospective arbitrator shall be an employee of the Oregon University System unless both parties have agreed to the contrary.

If the arbitrator selected cannot hold the hearing within forty-five (45) calendar days and either party does not agree to an extension of time, the selection procedure as provided herein shall be repeated using the remaining names on the Arbitration Panel or a new list from the Employment Relations Board, as appropriate.

Section 3. Submission Agreement. As soon as practicable after the notice of intent to arbitrate has been filed, the parties shall meet to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, each party shall submit its own version of the issue to be decided. The arbitrator shall then decide the precise issue to be arbitrated. Such decision shall be made prior to determining arbitrability.

Section 4. Conduct of the Hearing. The arbitrator shall hold the hearing in Portland, Oregon, unless otherwise agreed by the parties. The hearing shall commence at the earliest date convenient to the parties, but in no case more than forty-five (45) days from notification of the arbitrator, unless mutually agreeable otherwise.

If the arbitrator or both parties request that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

Section 5. Arbitrability. In any proceeding under this Article for which there is a submission agreement, the first matter to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement, the arbitrator shall first decide the issue to be arbitrated as provided in Section 3 of this Article; then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall

hear the parties on the question before deciding the matter of arbitrability, which shall be announced. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, with each party retaining the right to seek judicial review of the arbitrator's decision as to jurisdiction.

Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Section 6. Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing any statement, opinion, or conclusions not essential to determination of the issue submitted.

The arbitrator shall have no authority to hear or decide matters which relate to allegations of discrimination on a basis prohibited by state or federal law, regulation, or rule, except that concerning Union activity.

Except as otherwise provided in this section, the arbitrator shall have no authority to hear or decide any issue or grievance related to matters involving "academic judgment" as defined in Section 3(b), Article 10 (Grievances). In cases involving "academic judgment," the arbitrator shall not substitute his judgment for that of the faculty or the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the procedural steps provided in this Agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps.

The arbitrator may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps. The arbitrator may not direct that a member be reappointed, promoted, or awarded indefinite tenure.

The arbitrator shall have no authority to award monetary damages or penalties, but may award back pay to accompany an order of reinstatement.

The arbitrator shall have no authority to make decisions limiting or interfering in any way with the powers, duties, and responsibilities of the University and the Board which have not been expressly limited by this Agreement.

Section 7. Arbitrator's Decision. The arbitrator derives his authority wholly and exclusively from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may appeal the decision on the basis of repugnance to law, jurisdiction, or that the arbitrator exceeded authority granted by this Agreement.

The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing unless the parties have agreed to additional time.

The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted and shall include a clear statement as to the prevailing party.

Section 8. Costs. All fees and expenses of the arbitrator shall be borne by the party not prevailing in arbitration. Where an award clearly finds each party culpable, costs will be shared equally.

Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

Section 9. Miscellaneous Provisions. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association or, if the parties agree, in accordance with the Association's Expedited Arbitration Rules.

In matters of grievance appeals of disciplinary action, the burden of proof shall be upon the University. In all other matters, the burden of proof shall be upon the party initiating the arbitration.

Article 12. SALARIES AND PAYROLL ADMINISTRATION

Section 1. Except for emeriti and those on post-retirement agreements, members exiting the AAUP bargaining unit and entering the AFT bargaining unit, as a result of a reduction in load, will be employed at salary rates no less than the minimum for the faculty rank at which they were formerly employed, provided that said rate is at least equal to the minimum set forth in Section 2 or Section 3, below.

Section 2. Minimums for Instructional Appointments.

Minimum salaries for members of the bargaining unit who are employed as Adjunct faculty or Emeritus faculty will be at a per credit rate of no less than the following:

Effective Winter Term 2015	\$858
Effective Fall Term 2016	\$892
Effective Fall Term 2017	\$928

Section 3. Minimums for Research Appointments.

Members of the bargaining unit who are employed as Research Assistants or Research Associates will be appointed at salary rates no less than the following:

Research Assistant, Effective January 1, 2015	\$20.18 per hour
Research Assistant, Effective September 16, 2016	\$20.99 per hour
Research Assistant, Effective September 16, 2017	\$21.83 per hour
Research Associate, Effective January 1, 2015	\$21.76 per hour
Research Associate, Effective September 16, 2016	\$22.63 per hour
Research Associate, Effective September 16, 2017	\$23.54 per hour

Section 4. Increases to Compensation Rates.

Year 1:

Effective Fall Term 2016, all members of the bargaining unit employed as Adjunct faculty or Emeritus faculty and continuing from academic year 2015-16 at a rate higher than \$858 per credit hour will receive a per credit increase of \$9. Members will receive the greater of either the per-credit increase of \$9 or an increase to the new minimum.

Effective September 16, 2016 all members of the bargaining unit employed as Research Assistants and Research Associates at hourly rates higher than \$20.18 and \$21.76 respectively will receive an increase in their

hourly rate of .20 and .22 respectively. Members will receive the greater of either the hourly rate increase for their rank or an increase to the new minimum for their rank.

Year 2:

Effective Fall Term 2017, all members of the bargaining unit employed as Adjunct faculty or Emeritus faculty and continuing from academic year 2016-17 at a rate higher than \$892 per credit hour will receive a per credit increase of \$9. Members will receive the greater of either the per-credit increase of \$9 or an increase to the new minimum.

Effective September 16, 2017 all members of the bargaining unit employed as Research Assistants and Research Associates and continuing from academic year 2016-17 at hourly rates higher than \$20.99 and \$22.63 respectively will receive an increase in their hourly rate of .21 and .23 respectively. Members will receive the greater of either the hourly rate increase for their rank or an increase to the new minimum for their rank.

Section 5. Length of Service Increases.

Adjunct Faculty Members employed on September 30, 2017 will receive a salary increase based on years of continuous service at the University, as of that date, as follows:

- a. Three years of service or more, but less than five years of service: 0.25%
- b. Five years of service or more, but less than seven years of service: 0.50%
- c. Seven years of service or more, but less than nine years of service: 0.75%
- d. Nine years of service or more: 1.00%

Section 6. Compensation for Committee Service.

Adjunct instructional faculty who participate in committee service for the University upon University request and Department Chair approval, as provided in Article 8, Section 2, will be compensated for such participation through a salaried wage agreement. The salaried wage agreement must be negotiated and executed in advance of the faculty member's service. The agreement must include an estimate of the anticipated time commitment and a corresponding fixed salary based on a per credit equivalency. The total amount of compensated service under this Article 12, Section 6, combined with the faculty member's instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.

Section 7. Compensation for Independent Study Supervision.

Adjunct instructional faculty who supervise student independent study, with approval of their Chair, will be compensated through a salaried wage agreement. The salaried wage agreement must be executed in advance of the faculty member's supervision. The agreement must include a fixed salary based the credits of supervision, as approved by the Chair. The fixed salary will be the greater of \$100 or \$50 per approved credit. The total amount of compensated service under this Article 12, Section 7, combined with the faculty member's instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.

Section 8. Course Cancellation / Late Notice Compensation.

An Adjunct instructional faculty member will receive compensation in the amount of \$50 per credit, as provided in Article 8, Section 1, if their letter of appointment is offered less than two weeks prior to the first class meeting, or if the class is cancelled less than two weeks prior to the first class meeting or within the first two weeks of class. This provision only applies during fall, winter and spring terms. During summer term, cancellation compensation will be calculated and dispensed according to the HR form "Cancellation of Appointment for Adjunct Pay."

Section 9. Compensation for Contract Negotiations.

The University agrees to compensate up to three (3) bargaining unit members for the purpose of preparing for and participating in the negotiation of a successor Agreement, re-opened Agreement, or expedited bargaining, as provided in this Section.

The first, third, and fifth Union bargaining team members will be compensated as provided in this Section. The second, fourth, and sixth Union bargaining team members will not be entitled to compensation under this Section.

The compensation for contract negotiations is intended to be sufficient to compensate the member for time spent to prepare for and participate in the negotiations. "Participate in negotiations" includes the scheduled bargaining sessions, team caucus meetings, preparation time to bargain, and time to do research and analysis for bargaining. Compensation for each bargaining unit member will not exceed the equivalent of two credits for a maximum of two terms.

Only those bargaining unit members currently under contract with the University are eligible for compensation under this section. Members compensated under this Section will be compensated through a salaried wage agreement. The agreement must include an estimate of the anticipated time commitment and a corresponding fixed salary based on a per credit equivalency, up to a maximum of two credits for no more than two terms as provided above. The total amount of compensated service under this Article 12, Section 9, combined with the faculty member's instructional/research appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year. The salaried wage agreement must be executed in advance of the faculty member's participation in contract negotiations.

Section 10. Academic Excellence Awards.

In addition to existing awards at the Department, School/College and University levels, the parties agree to establish annual awards specifically for Adjunct faculty. Each academic year, the University will recognize two Adjunct faculty members for academic excellence, one for demonstrated excellence in teaching and one for demonstrated excellence in scholarship. The recipients of the Adjunct Academic Excellence Awards will each receive a payment of \$1000, funded by the University. The Letter of Agreement incorporated into this Agreement outlines the details for the creation and administration of this award.

Section 11. Payroll Administration.

Pay will be distributed for each term of the academic year and Summer session as follows: the first pay date for Fall term is October 31st, the first pay date for Winter term is January 31st, the first pay date for Spring term is April 30th, and the first pay date for the Summer term is July 31st.

Payroll advances may be requested using regular payroll advance rules as published on the HR website.

Section 12. Economic Reopener.

The parties agree to renegotiate the economic provisions of this Agreement beginning no later than February 28, 2018 or such date thereafter as may be mutually agreed upon by the parties. For the purposes of this Section, the “economic provisions of this Agreement” are Article 12 (Salaries and Payroll Administration), Article 13 (Faculty Education Fund and Professional Development) and Article 14 (Health Insurance Stipend and Fund). The parties will promptly bargain replacement economic provisions of this Agreement. The parties will make every effort to complete bargaining within 90 calendar days. The economic provisions of this Agreement will be frozen at the levels that were in effect on February 28, 2018 until the bargaining process is concluded.

Article 13. FACULTY EDUCATION FUND AND PROFESSIONAL DEVELOPMENT

Section 1. Faculty Education.

The University will provide a fund for faculty education of \$45,000 per fiscal year for each year of this agreement for the payment of tuition for members of the bargaining unit. Bargaining unit members may apply each term for a grant from this fund to be used for enrollment in career-related PSU courses. Preference will be given to applicants taking courses applicable to the completion of an advanced degree.

Requests will be completed by faculty, approved by the Union as to eligibility and amount, and forwarded to the Office of Academic Affairs for processing until funds are exhausted. Bargaining unit members shall submit one application for all courses in that academic term for which a grant is sought.

If at the end of a given fiscal year all funds in this account are not expended, they will revert to the general fund. For courses attended pursuant to this section, members shall pay \$24.00 per credit hour.

Application for the Faculty Education funds is contained in Appendix C.

Section 2. Professional Development.

Members of the bargaining unit will be eligible for professional development funds, which shall include costs for research, travel, and conferences. The fund for professional development shall be \$100,000 per fiscal year. If, at the end of a given fiscal year, all available Professional Development funds are not expended they will be carried over and available for use during the next fiscal year.

Requests will be completed by faculty; approved by the Department Chair or designee, and by the Union; and forwarded to the office of Academic Affairs for review. Preference will be given to applicants presenting, performing, or conducting primary research in their respective fields. Grants of professional development funds are limited to \$2,000 per eligible member per year.

Application for the Professional Development funds is contained in Appendix C.

Section 3. Transfer Between Funds and Modification of Application Forms.

The University and the Union may agree to shift funds between the Faculty Education Fund and the Professional Development Fund in a single fiscal year as demand warrants.

The University and the Union agree to modify the forms in Appendix C outside of collective bargaining, as needed.

Section 4. Staff Fee Privileges.

If Portland State University Board of Trustees approves a staff fee privilege program during the term of the Agreement which prorates the benefit for less than half-time employees, PSU will open the Agreement and negotiate.

Section 5. Successor Negotiations.

Should the parties agree to extend the term of this Agreement, the University will continue to allocate funds under this Article pro rata per academic term. The parties agree that any funds disbursed during this period shall be deducted from any amount agreed upon in a successor collective bargaining agreement.

Article 14. HEALTH INSURANCE STIPEND AND FUND

Section 1. Administration.

The University will provide a Health Insurance Fund of \$225,000 net of other payroll expense costs per fiscal year to provide a health insurance stipend to members of the bargaining unit. This fund will be used to attain a plan, or for partial payment in attaining a health insurance plan.

Each quarter the Union will notify the University's Human Resources office of the members to be paid and the amount of each, pursuant to the following schedule:

July 15 for benefits for Summer quarter.

December 15 for benefits for Fall quarter.

March 15 for benefits for Winter quarter.

May 15 for benefits for Spring quarter.

The Human Resources office will process payments to the members as a payroll item, subject to applicable taxes and withholdings until funds are exhausted in this account. The maximum amount that may be paid to any employee per academic term shall not exceed the actual employee-paid health insurance premium per academic term. If, at the end of a given fiscal year, all funds are not expended from this account they will be carried over and available for use in the Health Insurance Fund during the next fiscal year.

The application for the Faculty Health Insurance Fund is contained in Appendix C.

Section 2. Successor Negotiations.

Should the parties agree to extend the term of this Agreement, the University will continue to allocate funds under this Article pro rata per academic term. The parties agree that any funds disbursed during this period shall be deducted from any amount agreed upon in a successor collective bargaining agreement.

Article 15. DELETED

Article 16. PROGRESSIVE SANCTIONS

Members of the bargaining unit shall not be disciplined or terminated during the term of their appointment without cause. Sanctions against bargaining unit members shall follow the principles of progressive discipline and just cause.

Bargaining unit members shall be notified of their right to union representation in advance of any meeting that might result in sanction.

Sanctions can include oral or written warning or reprimand, removal from an assigned post and reassignment, suspension for a period not to exceed one year, and termination.

Failure to reappoint or termination due to program reduction or financial exigency shall not be grievable.

Article 17. RESERVED RIGHTS OF THE UNIVERSITY

Except as expressly limited by the terms of this Agreement, the University retains and reserves to itself all rights, powers, authority, and responsibilities vested in it, whether exercised or not, including but not limited to the right to plan, govern, and control the University and in all respects carry out its ordinary and customary functions of management.

Article 18. NOTICES AND COMMUNICATIONS

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

For the Union:

Staci Martin
President
PSU Faculty Association
P.O. Box 8434
Portland, Oregon 97207-8434

For the University:

Shelly Chabon
Vice Provost for Academic Personnel and Leadership Development
Office of Academic Affairs
Portland State University
P.O. Box 751
Portland, Oregon 97207

Article 19. MISCELLANEOUS PROVISIONS

Section 1. The University agrees to reproduce copies of this Agreement at its expense within thirty (30) days after the Agreement is signed and to provide a copy to each member then or thereafter employed. The University will provide the Union with twenty-five (25) copies when reproduced. The Agreement shall be 8½" x 11" and no less than 10 point type. The University will also post the contract on its website for downloading.

Section 2. All well established practices and policies concerning terms and conditions of employment which significantly affect members and which have not been modified by this Agreement shall be maintained for the period of this Agreement.

Any ambiguities between such established practices and policies as herein defined and other Articles of this Agreement shall be resolved in favor of the other Articles.

Article 20. SEVERABILITY

If any provision of this Agreement or addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, such action shall not invalidate any remaining provisions of this Agreement. All provisions not declared invalid shall remain in full force and effect. Upon the request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the invalidated provision.

Article 21. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the Union and the University had the unlimited right and opportunity, consistent with previously adopted ground rules, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all understandings and agreements negotiated are set forth in this Agreement; and that the express provisions of this Agreement constitute the entire and sole agreement between the parties for its duration.

With the exception of the Economic Reopener provided in Article 12, Section 12, each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement. In the event the parties meet to modify this Agreement as provided in this paragraph, student representatives shall be sent timely notice of the meeting and shall be entitled to participate in the manner provided by ORS 243.778.

Article 22. NEGOTIATION OF SUCCESSOR AGREEMENT


The parties will confer prior to February 28, 2020 regarding the format for successor bargaining (i.e., whether to use an interest-based, traditional, or other bargaining approach). The parties will also confer regarding the timing and scheduling of successor bargaining.

Unless the parties agree otherwise, the Union will send written notice to the University during the month of March prior to the expiration of this Agreement of its desire to negotiate a successor agreement. Prior to commencement of negotiations, the parties shall exchange written notice of those new subjects or sections of this Agreement it proposes to negotiate. Those sections of this agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement. Negotiation of the successor agreement shall begin no later than April 30 or such


Article 23. DURATION OF AGREEMENT

This Agreement shall be effective from the date of ratification through June 30, 2020.

FOR THE UNIVERSITY:



Shelly Chabon



Carol Hawkins



Randy Hitz



Christina Kraus



Gil Miller



Cynthia Starke



Sona Andrews, Provost



Wim Wiewel, President

9-14-16
Date

FOR THE UNION:



Staci Martin, PSUFA President



Anna Gray



Mary Sykora



Kelly Cowan



Doug Crow



Jim Thayer

LETTER OF AGREEMENT—LOA #1: Committee on the Creation of the Adjunct Faculty Support Information System

Letter of Agreement

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION, LOCAL 3571 AND PORTLAND STATE UNIVERSITY IN ACCORDANCE WITH THE SPIRIT OF GOOD FAITH AND FAIR DEALING.

The parties acknowledge that the basis for this Letter of Agreement was established during the negotiations that led to this contract.

The parties agree to the following with regard to the **creation and administration of a centralized Adjunct Faculty Information Database** that will improve the efficiency, consistency, and transparency of the appointment process for Adjunct faculty.

1. A task force will be established that will include up to three members designated by PSUFA in addition to members of the University Administration working on this project.

The committee members will decide how often to meet and when to meet. The University will assist with notification of meetings, scheduling rooms, and taking notes and providing them to members.

2. This Committee will be guided by the priorities agreed to in bargaining as well as the University's Strategic plan. The committee will provide a written report that includes recommendations based on research of best practices for addressing the following:
 - Identify classes current adjunct faculty have the expertise to teach in one or more departments at PSU.
 - Indicate availability to teach specific classes and at different times of the year.
 - See a list of the classes expected to be taught during the academic year.
 - Access and update adjunct faculty members' accounts, as well as submit application materials such as resumes or CVs.
 - Review available systems and databases (to include People Admin).
 - Promote diversity through hiring and retention.
 - Eliminate or modernize practices or systems that are duplicative, inefficient or add unnecessary costs.
 - Avoid any unintentional costs incurred by students.
3. A report from this committee will be due on December 31, 2016. This report will be in writing and will be submitted to the President of PSUFA and the Provost. The task force shall convene 30 days after the conclusion of ratification.

This Letter of Agreement is effective upon signature, and shall remain in effect until the expiration of this Collective Bargaining Agreement.

LETTER OF AGREEMENT—LOA #2: Committee on Orientation and Onboarding

Letter of Agreement

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION, LOCAL 3571 AND THE PORTLAND STATE UNIVERSITY IN ACCORDANCE WITH THE SPIRIT OF GOOD FAITH AND FAIR DEALING.

The parties acknowledge that the basis for this Letter of Agreement was agreed to during the negotiations that led to this contract.

The parties agree to the following with regard to Orientation and Onboarding:

1. The task force shall be composed of three members designated by PSUFA and three members designated by the University Administration.
2. The task force shall convene 30 days after the conclusion of ratification and is charged with providing the following documents and/or recommendations with regard to Orientation and/or Onboarding:
 - A. Orientation Materials:
 1. Topics identified to be included
 - B. Outreach Plan will consider:
 1. Delivery options
 2. Frequency of orientation events
 3. Design of events and the potential for combining with other groups
 4. Implementation Date
3. The parties further agree that the Labor Management Committee as defined in Article 7, Section 9, will have oversight of the Orientation and/or On-Boarding process once established.
4. The parties agree to routinely convene the meetings defined in 3 above on a regular basis to evaluate the program and make appropriate changes.

This Letter of Agreement is effective upon signature, and shall remain in effect until the expiration of the Collective Bargaining Agreement.

LETTER OF AGREEMENT—LOA #3: Comparable Experience for Adjunct Faculty Ranks

Letter of Agreement

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION, LOCAL 3571 AND PORTLAND STATE UNIVERSITY IN ACCORDANCE WITH THE SPIRIT OF GOOD FAITH AND FAIR DEALING.

The parties acknowledge that the basis for this Letter of Agreement was established during the negotiations that led to this Contract.

This letter describes the evaluation of faculty members' experience to determine whether it is equivalent or comparable to the academic requirements for a specified academic rank. This process will be referred to as the **Adjunct Re-ranking Procedure**. The parties acknowledge that the basis for this Letter of Agreement was agreed to during the negotiations that led to this contract.

Comparable experience will be determined by departments based on the faculty members' professional accomplishments. This Letter of Agreement lays out the process, the criteria, and the timeframe within which this adjunct re-ranking process will occur.

Departments may establish additional criteria, with adjunct faculty input that are equitable and appropriate for their discipline. Faculty in all departments have the right to be treated in a fair manner. Departmental guidelines, if previously defined, will be used. Criteria in place at time of application will apply. Otherwise the following list will be used:

- Any professional papers that the candidate has authored (co-authored and/or edited). Peer-reviewed work and professional papers would be especially relevant.
- Experiential knowledge gleaned from on-the-job application. A resume that can attest to significant involvement in professional activities relevant to their academic focus.
- Prior teaching experience at an academic rank of "Professor".
- Contributions to the civic community, and to professional and academic communities.

The criteria by which requests for re-rank will be judged include:

- the relevance to the candidate's academic focus,
- the depth of knowledge demonstrated and/or gained through the experience,
- the quality of pedagogic skill demonstrated by the applicant, and
- the Department Chair's professional judgment.

The timeframe and process for this Adjunct Re-ranking Procedure shall be as follows:

- Departments may develop appropriate criteria with adjunct faculty input as defined above or adopt University-wide criteria.
- Candidate should submit a written request for the Adjunct Re-Ranking Procedure to the Department Chair.
- No later than the second Friday after the beginning of the term, the candidate shall provide a portfolio of proofs to support their claim for Adjunct re-ranking.
- Department Chairs, in consultation with their faculty, shall review the materials and issue a

decision by the last Friday of the term in which the Candidate submitted their portfolio of relevant experience.

- Each Department Chair will recommend action to the Dean and share that recommendation with the candidate. The Dean will make a **final** decision within one month. Implementation shall occur no later than the beginning of the next term following the final decision.

This Letter of Agreement is effective upon signature, and shall remain in effect until the expiration of the Collective Bargaining Agreement.

LETTER OF AGREEMENT—LOA #4: Committee on the Creation of an Adjunct Faculty Award

Letter of Agreement

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION, LOCAL 357I AND PORTLAND STATE UNIVERSITY IN ACCORDANCE WITH THE SPIRIT OF GOOD FAITH AND FAIR DEALING.

The parties acknowledge that the basis for this Letter of Agreement was agreed to during the negotiations that led to this contract.

The parties agree to the following with regard to the creation and administration of an annual University-wide adjunct faculty award as described in Article 12, Section 10:

1. A working group will be established, composed of three members designated by PSUF A and three members designated by the University Administration.
2. The working group shall convene within 60 days after the conclusion of ratification and is charged with creating and taking steps towards the administration of an award or award(s) specifically for adjunct faculty. Their work will include:
 - a. Developing criteria for eligibility and selection process
 - b. Determining a nomination process for the award
 - c. Establishing a process for the distribution of a monetary component to the award
 - d. Designing a process or event for award reception

This Letter of Agreement is effective upon signature and shall remain in effect until the expiration of the Collective Bargaining Agreement.

APPENDIX A: GRIEVANCE FORM

Name:

Department:

Mailing address for matters relating to this grievance if other than Department:

Provision(s) of Agreement alleged to have been violated:

Article _____ Section _____

Article _____ Section _____

Article _____ Section e _____

Statement of grievance (include date of acts or omissions complained of):

Remedy sought:

I will be represented in this grievance by:

_____ Myself _____ PSU Faculty Association

Grievant's signature _____

Date _____

APPENDIX B: NOTICE OF INTENT TO ARBITRATE

The Portland State University Faculty Association hereby gives notice of its intent to proceed to arbitration concerning the grievance of

_____, dated _____,

which was not resolved satisfactorily at Step Two of the grievance procedure.

The following statement of the issue to be presented for arbitration is proposed:

Signature _____ Date _____
Authorized Representative,
PSU Faculty Association

I hereby authorize the PSU Faculty Association to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review or appeal of the decisions at Steps One and Two of the grievance procedure by judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183). I hereby authorize the PSU Faculty Association and the University, or its representatives, to use copies of material in my personnel file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

Grievant's Signature _____ Date _____

APPENDIX C (1): APPLICATION FOR FACULTY EDUCATION FUND

Eligibility to Apply: Completion of at least four terms employment by PSU; and membership in the part-time faculty bargaining unit during the academic year preceding or during the year in which the course is taken. If you have any questions, call the PSU Faculty Association at (503) 224-3090.

Name: _____ Employee ID #: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ E-mail address: _____

Department: _____

(1) List the two terms you have worked at Portland State University and the courses taught, if applicable:

Year Taught	Department, Course No.	Course Title

(2) List the term, course(s), and credit hours you plan to take [complete a separate form for each academic term]:

Term	Department, Course No., Credit Hours	Course Title

(3) Please attach an explanation of how the course(s) you plan to take fits into the development of your career.

Signature Date

Please return this form to the PSU Faculty Association via email to benefits@psufa.org or drop at our office, SMSU Rm. 1 (Smith Memorial Student Union, box outside the office)

Please observe the following deadlines.

September 1 for Fall term courses March 1 for Spring term courses
December 1 for Winter term course June 1 for Summer term courses

**** Please note that incomplete forms cannot be processed. ****

Pursuant to Article 13, Section 1, of the PSU & AFT Agreement: Faculty member pays \$24.00 per credit hour. The balance of the instructional fee (tuition) will be charged to index OAA030 as a fee remission. All other fees (resource, building, incidental, health service, and any course-specific fees) will be remitted against the specific income account, as appropriate.

<i>For PSU Faculty Association Use Only</i>	_____	Approval for the Association	_____	Date
<i>For OAA Use Only</i>	_____	Approval for the University	_____	Date
<i>For Cashiers Use Only</i>	_____			

APPENDIX C (2): APPLICATION FOR PROFESSIONAL DEVELOPMENT FUND

Eligibility to Apply: Membership in the part-time faculty bargaining unit during the current academic year; and completion of at least six terms working at the University. If you have any questions, call the PSU Faculty Association at (503) 224-3090.

Name: _____ Employee ID #: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ E-mail address: _____

List the most recent academic years you have taught at Portland State University and the courses taught:

Year Taught	Course No. and Course Title

Briefly describe the activity for which you are applying for funding: _____

Dates of Activity: _____ Total Amount Requested: \$ _____

Attach a one-page explanation of how the activity described above fits into your academic responsibilities at Portland State and to the development of your career. Include a brief budget statement and **obtain the signature of your department chair or chair-equivalent in the space provided below.**

Employee Signature	Date
<p>Notice to Dept. Chair or Designee: Your signature of support is required for this faculty member applying to the Office of Academic Affairs for funds to promote professional development activities. During the appropriate fiscal year, OAA will transfer funds into the index code you indicate below.</p>	
Signature—Dept. Chair/Designee	Title
	Date

Return this form to the PSU Faculty Association via email to benefits@psufa.org or drop at our office, SMSU Rm. 1 (Smith Memorial Student Union, box outside the office)

Please observe the following deadlines.

- August 1: for Fall term activities (October through December)
- December 1: for Winter and Spring term activities (January through June)
- May 1: for Summer term activities (July through September)

**** Please note that incomplete forms cannot be processed. ****

<i>For PSU Faculty Association Use Only</i>	<hr/> Approval for the Association Date
<i>For OAA Use Only</i>	<hr/> Approval for the University Date

APPENDIX C (3): APPLICATION FOR HEALTH INSURANCE FUND

To be eligible for the health insurance stipend all of the following must apply:

- Membership in the part-time faculty bargaining unit
- Teaching or employed as a researcher during the term for which assistance is requested
- Insured through an individual policy without health benefits from another source

Name: _____ Employee ID#: _____

Address (w/ city, state, zip): _____

Telephone: _____ E-mail address: _____

Department: _____ Academic term for which you are seeking benefits: _____

What course(s) are you teaching **this term**? (Please list CRNs): _____

What is the name of your current health insurance provider? _____

What is your **monthly** health insurance cost? \$ _____

What is your total cost for 3-months (**1 term**)? \$ _____

- Please attach a copy of your **monthly billing statement of your monthly premium** (NOTE: PSUFA health insurance stipend can cover *only* the individual member)

I hereby certify that I have no other health insurance available to me either through other employment or through the employment of a family member.

Signature

Date

Please return this form one of two ways:

- Email to benefits@psufa.org
- Drop off at the union office, SMSU Rm. 1 (Smith Memorial Student Union, box outside the office)

Please observe the following deadlines for the Health Insurance Fund each term:

- December 1 for benefits for Fall term
- March 1 for benefits for Winter term
- May 1 for benefits for Spring term
- July 1 for benefits for Summer term

If you have any questions, call the PSU Faculty Association at 503-224-3090 or email benefits@psufa.org

Please note that incomplete forms or forms lacking proof of monthly premium cannot be processed

While PSUFA cannot currently cover costs other than members' monthly premiums, we would like to understand more about what our members pay for healthcare each month. What do you estimate your **monthly** healthcare costs to be in addition to your insurance premium? \$ _____

(Please give a dollar amount that includes the following: any out-of-pocket costs for dental, optical, mental health, and/or alternative medicine; co-pays and uncovered prescriptions; as well as cost of insurance for spouses or dependents. WE DO NOT REQUIRE PROOF OF THESE COSTS.)

