

MEMORANDUM OF UNDERSTANDING
Between, Portland State University Faculty Association (PSUFA) Local 3571, AFT-Oregon, AFT,
AFL-CIO, and Portland State University (PSU)
Clarification of Assignment Rights

Background

1. PSUFA and PSU are parties to a Collective Bargaining Agreement July 1, 2015 through June 30, 2020.
2. During negotiations for the current CBA, the parties revised the terms and conditions of Article 8 Appointment and Assignment Rights to include new language about multi-year contracts.
3. During Summer 2017, the Parties determined that Article 8, Section 3 Assignment Rights and Reappointments was unclear.
4. "Assignments Rights" are contractual obligations to a minimum course load due per academic year to adjunct faculty on 1-year and multi-year appointments as described in Article 8, Section 3, paragraphs 3 and 4.

The Parties agreed to create a Memorandum of Understanding, below, to clarify the terms of Article 8, Section 3 Assignment Rights and Re-Appointments.

The parties agree to the following:

1. Once management has determined the classes to be offered the next academic year, they will offer classes to existing adjunct faculty before hiring new adjuncts. Administrators will attempt to offer classes to as many adjunct faculty with Assignment Rights as possible in the following fashion:
2. Classes taught by adjunct faculty will be assigned as follows:
 - a. First, priority consideration will be given to adjunct faculty on multi-year appointments, as described in Article 8, Section 3, Paragraph 4. If more than one adjunct faculty member in a department or program are on multi-year appointments, courses will be offered in order of their accumulated credit load and their history teaching specific courses.
 - b. Second, priority consideration will be given to adjunct faculty on one-year appointments, as described in Article 8, Section 3, Paragraph 3. If more than one adjunct faculty member in a department or program are on one-year appointments, courses will be offered in order of their accumulated credit load and their history teaching specific courses.
 - c. All remaining adjunct faculty who have been working on a term-by-term basis and/or newly hired adjuncts according to their accumulated credit load and history teaching specific courses.

3. "Priority consideration" means that adjunct faculty members who have taught previously for PSU will be given first right of refusal according to the order listed in #2 above.
4. "Accumulated credit load" means the cumulative number of credits an adjunct faculty member has taught starting from initial date of hire, excluding courses taught during a summer session. "Accumulated credit load" shall include all credits previously taught, excluding summer session, while working as a Non-Tenure-Track Faculty member (NTTF). Breaks in service of fewer than four consecutive terms, excluding summer session, will not impact cumulative credit load calculations for appointments.
5. The parties agree that PSU will honor the assignments made to adjunct faculty members for 2017-18 and subsequent academic years if they were offered to them before the effective date of this agreement.

Any issues or discrepancies will be discussed between the parties in Labor Management and/or addressed via the negotiated grievance process.

This MOU shall be effective upon signature of both parties and shall remain in effect until June 30th, 2020 or a successor CBA is ratified by both parties.



Anna Gray

PSUFA President



Shelly Chabon

Vice Provost for Academic Personnel and Leadership Development

August 31, 2017

Date

9-5-17

Date