

**Tentative Agreement between Portland State University (PSU) and  
Graduate Employees Union (GEU)  
October 4, 2022**

1 **Article 17 - Appointments**

2 **Section 17.1 - Eligibility for Appointments**

3 **17.1.1** - To be eligible for an appointment, the GA must be enrolled as a full-time degree-  
4 seeking graduate student in good academic standing and making satisfactory progress towards  
5 a degree as defined by the minimum University standards and any additional requirements  
6 published by the GA's academic unit.

7 **17.1.2** - If an individual who has accepted a GA appointment fails to enroll by the last day to add  
8 courses for the term, withdraws, or otherwise fails to maintain academic eligibility in a graduate  
9 program, the University may, at its sole discretion and not subject to appeal under the  
10 Grievance and Arbitration Procedure of Article 10, cancel the assistantship appointment. If a GA  
11 is unable to meet these criteria because of extenuating circumstances, including but not limited  
12 to illness, injury, family emergency, or travel restrictions, the University will endeavor to  
13 accommodate these circumstances.

14 A GA who fails to maintain eligibility or resigns their employment is eligible to apply for a new  
15 appointment. The GA need not meet eligibility requirements at the time of their application but  
16 must meet all academic eligibility and other requirements for the position at the time of  
17 appointment.

18 **17.1.3** - For Summer appointments, GAs are not required to be registered during the Summer of  
19 employment if they were registered for either the immediately preceding or immediately  
20 succeeding term.

21 **17.1.4** - Assistants who are determined ineligible for a GA appointment after the start date of  
22 their appointment shall be paid in full for all work performed on a pro-rata basis.

23 **17.1.5** - There are two (2) scenarios under which a GA can potentially register for fewer than  
24 nine (9) graduate credits in a term. First, a maximum four (4) of the nine (9) required credits can  
25 be undergraduate credits if these undergraduate courses are needed as prerequisites or are  
26 important for the student's program of study. Second, a GA can register for as few as five (5)  
27 graduate credits in the final two (2) terms before graduation provided no additional credits are  
28 needed to meet degree requirements.

29 **Section 17.2 - Required Documentation**

30 All GA appointments are contingent upon the GA's compliance with documentation  
31 requirements as determined by the University. Such requirements include, but are not limited to,  
32 completion of the I-9 and standard employee information forms. In every case, compliance with  
33 this section is required prior to rendering any services under the GA's appointment.

34 **Section 17.3 - Notice of Appointment**

35 **17.3.1** - The Notice of Appointment for full-term or multi-year appointments will be sent by email,  
36 usually via the Banweb system. The Notice of Appointment for full-term appointments will  
37 provide the GA with the following details of the appointment: the appointment title; appointment

1 start and end dates; approximate hourly wage equivalent; salary per month; the full-time  
2 equivalency (FTE) of the appointment; approximate working hours per month; tuition remission  
3 per term; any student fees paid by the employing unit; and benefits (if applicable).

4 The Notice of Appointment for partial term appointments will be sent by email, usually via the  
5 Banweb system. The Notice of Appointment for partial term appointments will provide the GA  
6 with the following details of the appointment: the appointment title; appointment; start and end  
7 dates; approximate hourly wage equivalent; total contract salary; the full-time equivalency (FTE)  
8 of the appointment; approximate working hours per week; tuition remission per term; any  
9 student fees paid by the employing unit; and benefits (if applicable).

10 **17.3.2** - All Notices of Appointment will include the following statements:

11 **17.3.2.a** - The terms and conditions of employment for this appointment are governed by  
12 a collective bargaining agreement between Portland State University and the Graduate  
13 Employees Union of PSU, which may be found at the following web address:  
14 <http://pdxgeu.org/>.

15 **17.3.2.b** - Please be aware that as a PSU graduate student enrolled in nine (9) credits or  
16 more, you must pay student fees of (\$\_\_\_\_) per term. You may also be required to  
17 purchase the Student Health Insurance Plan at a cost of (\$\_\_\_\_) per term if you are not  
18 eligible to opt out. NOTE: The costs identified above for student fees and the Student  
19 Health Insurance Plan are estimates and are subject to change. These estimates are  
20 provided for planning purposes only and do not represent the actual costs for all PSU  
21 graduate students. To determine your actual costs you should review the information  
22 provided at the following address URL\_GOES\_HERE.

23 **17.3.2.c** - The (\$) amounts in 17.3.2.b will be updated annually.

24 **17.3.2.d** - The OGS website will provide a summary of the eligibility requirements  
25 identified in Section 17.1, indicate required documentation for employment, and provide  
26 clear reference to where a GA may find information regarding applicable mandatory  
27 fees, tuition costs, and PSU Student Health Insurance that are required of them as a  
28 graduate student. This information will be updated annually.

29 **17.3.2.e** - The Notice of Appointment will, when feasible, be sent at least four (4) weeks  
30 prior to the start date of the appointment for academic year or twelve-month  
31 appointments and at least two (2) weeks prior to the start date of the appointment for all  
32 other appointments.

33 **17.3.2.f** - Shorter notice may be necessary in the event of circumstances such as, but  
34 not limited to: changes in the courses or course sections being offered, changes in the  
35 availability of funding, delays due to the employer waiting to hear back on another  
36 outstanding offer, and/or scheduling changes or conflicts.

37 **17.3.2.g** - Departments may issue multi-year commitments, which must be contained in  
38 a Notice of Appointment (routed through the Banweb system).

39 **17.3.2.h** - In the event that a Notice of Appointment is sent after the start of the term of  
40 the appointment, the GA may be entitled to additional compensation, in accordance with  
41 the following table:

42 **Late Notice of Appointment**

If the notice of appointment is sent...	Total Compensation
less than four (4) weeks after the start of employment term	\$25.00
more than four (4) weeks after the start of the employment term	\$50.00

1           **17.3.2.h** - If applicable and for applicant consideration, departments and units shall post  
2           unfilled available GA positions for which no preferred candidate has been identified.

3           **17.3.2.i** - GEU will be notified of all proposed changes to the Notice of Appointment and  
4           any information pertaining to this Agreement provided by the University. Final copies of  
5           all changed documents will be provided to GEU once changes have been implemented.

6           **Section 17.4 - Acceptance of Assistantship**

7           A student who has been offered a GA appointment is required to provide electronic acceptance  
8           of that appointment within the time period specified in the Notice of Appointment which shall be  
9           no less than five (5) business days. If a GA is unable to provide this confirmation because of  
10          extenuating circumstances, including but not limited to illness, injury, family emergency, and  
11          travel restrictions, the University will endeavor to accommodate these circumstances.

12          **Section 17.5 - Work Assignment Notice**

13          **17.5.1** - All GAs will be provided a Work Assignment Notice from the employing unit. Prior to  
14          issuance of a Work Assignment Notice, a GA may indicate their preference of assignments and  
15          work schedules, which the employing unit may consider in making assignments. For all GAs the  
16          Work Assignment Notice will describe the general nature of the duties of the position; relevant  
17          health and safety information; expected preparation (if any); required training or orientations;  
18          and details of additional duties. Work assignments will correspond to GA job title. In recognizing  
19          that GAs have other commitments and responsibilities, the employing unit will endeavor to avoid  
20          scheduling conflicts for work-related meetings involving GAs. GAs will be consulted regarding  
21          the suitability of the assignment.

22          **17.5.2** - If the specific work assignment is known at the time of the Notice of Appointment, the  
23          employing unit will also provide the GA with the Work Assignment Notice. Otherwise the  
24          employing unit will provide the GA with Work Assignment Notice at least two (2) weeks before  
25          the start of the term unless circumstances described in Section 17.3 apply.

26          **17.5.3** - For GTAs, the Work Assignment Notice will include the assigned faculty member whom  
27          the GTA will be assisting, instructor of record status (if applicable) and one (1) of the following:

28                  **17.5.3.a** - If a GTA has been assigned to one (1) or more course sections, the course  
29                  details (course and section number, current schedule, estimated enrollment, and credit  
30                  hours), or

31                  **17.5.3.b** - If a GTA has been assigned to assist a particular faculty member, but it is not  
32                  known which section(s) the GTA will be assigned to, the course details (as above) for all  
33                  sections that the faculty member is involved in teaching.

34          **17.5.4** - For GTAs who are expected to have a direct role and primary responsibility for the  
35          delivery of instruction and/or assigned as instructor of record, the Work Assignment Notice will  
36          be provided with the Notice of Appointment at least four (4) weeks prior to the start of the

1 academic term unless circumstances described in Section 17.3 apply. The Work Assignment  
2 Notice will clearly state this status.

3 **17.5.5** - A GTA will be listed as the instructor of record in a course or section of a course if they  
4 have (1) a direct role and primary responsibility for the delivery of instruction and (2)  
5 responsibility or shared responsibility for assessing students for a final grade.

6 **17.5.6** - For GRAs and GAAs, the Work Assignment Notice will also include an assigned faculty  
7 member or staff member whom the GRA or GAA will be assisting.

8 **17.5.7** - The University reserves the right to assign new work duties within the GA's assigned  
9 FTE. Work Assignment Notices will be issued any time a work assignment is assigned or  
10 changed, including new or changed assignments at the start of each term for GAs on multi-term  
11 appointments. A GA may request a meeting with their faculty member, assigned advisor, staff  
12 member, or Department Chair to obtain clarification of their duties and responsibilities at any  
13 time.

#### 14 **Section 17.6 - Duration of Employment**

15 **17.6.1** - When, in the judgement of the employer, work assignments can reasonably be  
16 expected to continue, GAs should be appointed for an academic year or twelve (12) months,  
17 rather than term-to-term.

18 **17.6.2** - A GA shall be employed for a specific period of not less than one (1) term or for a  
19 special limited purpose. A special limited purpose is employment that (a) covers unexpected  
20 departmental needs arising during a term and whose duration is less than a term; or (b) is  
21 supported by a grant or contract with a start or end date that is partway through the term. In all  
22 cases, employment begins and ends according to the employment period specified in the Notice  
23 of Appointment, or when the special limited purpose is complete. For partial term appointments,  
24 the minimum and maximum FTE applies to the duration of the appointment, and not the entire  
25 term. A GA may not be appointed to more than two (2) consecutive special limited purpose  
26 assignments without the GA's approval. Under circumstances wherein external research funding  
27 for a full academic year GA position is terminated, redirected or reduced, the University may  
28 reduce the position's FTE or terminate the GA position in total upon thirty (30) days written  
29 notice.

30 **17.6.3** - If the position accepted by the GA for one (1) or more specific periods in an academic  
31 year is eliminated prior to the end of the period of the appointment accepted by the GA, the  
32 University shall notify the GA in writing of the reason for the position elimination. The University  
33 will endeavor to see that the GA is placed into a position of equivalent appointment percentage  
34 or compensation or provide equivalent compensation, if such position can be identified and is  
35 unoccupied.

#### 36 **17.6.4 - Tuition and Fee Remissions for Work Lasting Less than a Full Term**

##### 37 **17.6.4.1 - Partial Term Appointments**

38 If the employing unit employs a GA for less than a whole employment term of 13 weeks (a  
39 partial term appointment), provided that the GA holds the appointment for at least 50% of the  
40 13-week employment term that coincides with the academic term in which employment as a GA  
41 begins, PSU will provide the GA with the full tuition remission under section 20.4.2 and the full  
42 mandatory fee remissions due under section 20.2 for the academic term in which the partial  
43 term employment begins. If the GA holds the appointment for less than 50% of the 13-week  
44 employment term that coincides with the academic term in which employment as a GA begins,

1 PSU will provide the GA with a minimum of 50% of the tuition remission that would be paid  
2 under section 20.4.2 and a minimum of 50% of the mandatory fee remissions due under section  
3 20.2 for the academic term in which the partial term employment begins.

4 **17.6.4.2 - Loss of Academic Eligibility Status**

5 In the rare instance when a GA fails to maintain academic eligibility partway through the  
6 academic term and the University exercises its discretion under 17.1.2 to cancel the  
7 assistantship appointment, tuition and fee remissions will be provided based on the model for  
8 partial term appointments outlined immediately above [17.6.4.1].  
9

10 **17.6.4.3 - Graduate Employee Resignation**

11 If a GA resigns their employment prior to the end of their employment term:

- 12 a. PSU will provide the GA the opportunity to withdraw from any courses for a full refund by  
13 submitting a Deadline Appeals petition (DAC). Upon request from the GA, the advisor or  
14 supervisor will provide, as appropriate, a written statement to accompany the DAC regarding  
15 any courses not specifically required for degree completion.
- 16 b. PSU will provide tuition and mandatory fee remissions on a pro-rata basis for the  
17 academic term during which the resignation occurs.

18 **Section 17.7 - Renewal of Appointments**

19 **17.7.1** - Reappointments will be at the sole discretion of the University, except as abridged by  
20 this Agreement

21 **17.7.2** - The University will endeavor to provide as much notice as possible regarding any  
22 appointment or subsequent appointment. If a GA is not offered a subsequent appointment, they  
23 will be informed in writing, stating the reason for the non-renewal, no less than fifteen (15)  
24 calendar days before the end of the current appointment. At this time, the GA may request a  
25 meeting with and/or contact the hiring supervisor to discuss whether other employment  
26 opportunities exist for them based on their qualifications. The hiring supervisor will respond  
27 within five (5) working days.

28 GAs who have an interest in a subsequent appointment may confer with their employing unit to  
29 identify their interest and to seek information concerning the availability of any vacant GA  
30 positions for which they meet the minimum qualifications. Once they notify the employing unit  
31 (chair or chair equivalent) of their interest, the unit will, as appropriate, consider their interests  
32 and qualifications as they relate to vacant GA positions.



33 **17.7.4** - If the basis for not offering reappointment is that satisfactory academic progress has not  
34 been met, GAs may appeal departmental decisions through the University's Academic Appeals  
35 process and not through the grievance and arbitration process in Article 10.

36 **17.7.5** - This agreement does not preclude departments from offering additional appointments  
37 as part of an academic program or by agreement with individual students. A promise or  
38 agreement of future funding or of a GA position must be integrated into a notice of appointment  
39 and honored provided that the funding or position still exists.

1 **Section 17.8 - Tracking Appointment**

2 **17.8.1** - The Parties agree to discuss single term appointments in the Labor Management  
3 Committee (see Article 15).

4 **17.8.2** - During the term of the Agreement, the University agrees to monitor appointments to  
5 document the use of single-term appointments and any variances from timely notice. The  
6 University will prepare a report and will send it to the Labor Management Committee. The  
7 specifics of the report and reporting timeframe will be defined collaboratively by the Labor  
8 Management Committee (see Article 15).

<b><u>For the University</u></b>	<b><u>For the Association</u></b>
<p data-bbox="227 682 503 745"> <u>Shelly Chabon (Oct 5, 2022 15:20 PDT)</u></p> <hr data-bbox="227 745 787 747"/> <p data-bbox="227 756 787 787">Shelly Chabon, Vice Provost for Academic Personnel</p> <p data-bbox="397 808 560 850">10/05/2022</p> <hr data-bbox="292 850 722 852"/> <p data-bbox="479 871 527 903">Date</p>	<p data-bbox="860 682 1144 745"> <u>Cassandra Croft (Oct 6, 2022 10:54 PDT)</u></p> <hr data-bbox="860 745 1421 747"/> <p data-bbox="860 756 1421 787">Cassandra Croft, Vice President of Collective Bargaining</p> <p data-bbox="1031 808 1193 850">10/06/2022</p> <hr data-bbox="925 850 1356 852"/> <p data-bbox="1112 871 1161 903">Date</p>










# Article 17\_10.4.2022\_TA

Final Audit Report

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