

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

1    **Article 3 - Union Rights**

2    **Section 3.1 - Communication**

3       **3.1.1** - GEU has the right to communicate with members of the bargaining unit and to  
4       schedule meetings among said members without interference from the University or  
5       departmental administrators. GEU representatives may conduct such meetings within  
6       University facilities if space is available and with approval from the appropriate University  
7       official. GEU representatives will be allowed to contact any bargaining unit members in the  
8       workplace, so long as such contact does not interfere with the normal teaching, research, or  
9       administrative duties of GAs or the operations of the University.

10       **3.1.2** - GEU is permitted reasonable use of the University email and campus mail  
11       distribution services for notifying members of union meetings and for communicating with  
12       members of the bargaining unit on official business matters of GEU.

13    **Section 3.2 - Use of Facilities**

14       **3.2.1** - The University will provide furnished office space to GEU beginning Fall 2019 and for  
15       the remainder of this agreement. GEU agrees to pay the University monthly for such space  
16       at the prevailing rate determined by the University as of July 1 of each year.

17       **3.2.2** - GEU is permitted reasonable use of University facilities and services, including  
18       telephone, voice mail, duplicating, computing, audiovisual, and meeting rooms, as provided  
19       in University policies, and will pay the customary charges for such services.

20       **3.2.3** - GEU may use University facilities, including classrooms, for union activities according  
21       to current building use policies. GEU is responsible for ensuring availability, making all  
22       necessary arrangements, and paying all necessary fees (if any).

23       **3.2.4** - The University will provide a centrally located space in Smith Memorial Student Union  
24       for one (1) GEU bulletin board of suitable size.

25       **3.2.5** - If space is available and with approval from the appropriate employing unit official,  
26       GEU representatives will be allowed to post on bulletin boards in the workplace in  
27       accordance with the same policies the employing unit applies to postings by other campus  
28       organizations.

29    **Section 3.3 - Orientation**

30       **3.3.1 - New Employee Orientation:** The GEU has the right to meet with new employees, in  
31       the bargaining unit, within 30 calendar days of hire for a period of at least 30 minutes but no  
32       more than 120 minutes during new employee orientation. In the event that there are tabling  
33       opportunities at a new employee orientation, and that includes invited GEU members, the  
34       GEU will be allowed to set up an information table at the orientation. If there is no new  
35       employee orientation offered by the University or the GEU member's department, within 30

1 days of new hire, the GEU has a right to exercise the same right by using individual or group  
2 meetings.

3 **3.3.2 - Other Employee Orientation:** Upon receiving a request at least seven (7) days in  
4 advance from the GEU that a representative desire to attend a departmental or University-  
5 wide Graduate Assistant orientation, the orientation sponsor will provide the representative  
6 with at least twenty (20) minutes on the agenda. The GEU representative will be informed of  
7 the time and location of their presentation and will be allowed to distribute GEU material.  
8 Academic orientations are not subject to this provision.

9 **Section 3.4 - Bargaining Unit Information**

10 **3.4.1 -** The University will ask GAs to execute a consent to release form to permit disclosure  
11 of their information that is related to their employment as a GA. The consent to release form  
12 will meet the requirements of the Family Educational Rights and Privacy Act (FERPA). The  
13 consent to release form will be presented to all GAs electronically at the time of hire. The  
14 University will notify the GEU in advance of any proposed updates/revisions to the consent to  
15 release form and the GEU will be afforded input on the presentation and language of any revised  
16 consent to release form.

17 **3.4.2 -** For employees who do not have an electronic FERPA consent to release on file with  
18 the University, the University will provide information on a report listed in section 3.4.4 below  
19 using a unique GEU identifier (that is not the PSU ID); however, where that information has  
20 the potential to reveal the identity of any GA who does not have an electronic FERPA  
21 consent to release of file, the University is not obligated to provide personally identifying  
22 information to the GEU (except directory information where GA has not opted out).  
23 Information that is personally identifying includes but is not limited to any name, external  
24 email address, mailing addresses, phone numbers, and PSU identification number, and  
25 information that when disclosed is part of such a small group that it could be identified when  
26 matched with other available information, commonly less than 10 persons. If the GEU has a  
27 concern about disclosure of information in a report, the GEU may bring the matter to the  
28 Labor Management Committee for discussion.

29 **3.4.3 -** The reports listed below will be delivered electronically to the GEU VP for Operations  
30 and the GEU Treasurer in a format and using a transmission method that is mutually agreed  
31 upon. The parties agree that any transmission method should be via secure, access-  
32 restricted means such as through a shared Google drive or other file-sharing technology.

33 **3.4.4 -** The University will provide the GEU with the following reports with the information and  
34 frequency identified below. Where a report has different information based upon whether or  
35 not a GA has provided an FERPA consent to release information (New Hire Information;  
36 Comprehensive GA Report; Monthly Salary; Dues Deduction), the University may provide the  
37 report in a single report or in two separate reports.

CBA subsection	Name of Report	Report Content	Report Population	Frequency*
3.4.4.a	New Hire Information  (pursuant to HB 2016 codified at ORS 243.804(4))	<ul style="list-style-type: none"> <li>• Last, first and middle name</li> <li>• Preferred first name</li> <li>• University email address (__@pdx.edu)</li> <li>• Employing unit</li> <li>• FTE</li> <li>• Job title (GAA, GRA, GTA)</li> <li>• Term of appointment</li> <li>• Date of hire</li> <li>• Appointment start &amp; end dates</li> </ul>	Newly hired GAs who have not signed a FERPA consent to release (and not opted out of directory information)	10 days from the date of hire (to extent the information is available in HR)
		<ul style="list-style-type: none"> <li>• Last, first and middle name</li> <li>• Preferred first name</li> <li>• University email address (<u>  </u>@pdx.edu)</li> <li>• External personal email address (if provided)</li> <li>• Employing unit</li> <li>• FTE</li> <li>• Job title (GAA, GRA, GTA)</li> <li>• Hourly pay rate</li> <li>• Salary (contract amount)</li> <li>• Date of hire</li> <li>• Term of appointment</li> <li>• Appointment start &amp; end dates</li> <li>• Home or personal mailing address</li> <li>• Cell and home telephone number (if provided) &amp; work telephone number (if assigned)</li> </ul>	Newly hired GAs who have signed a FERPA consent to release	10 days from the date of hire (to the extent the information is available in HR)
3.4.4.b	Monthly Roster--Directory Information	<ul style="list-style-type: none"> <li>• Last, first and middle name</li> <li>• Preferred first name</li> <li>• University email address (__@pdx.edu)</li> <li>• Employing unit</li> <li>• FTE</li> <li>• Job title (GAA, GRA, GTA)</li> <li>• Term of appointment</li> <li>• Appointment start &amp; end dates</li> </ul>	All GAs (who have not opted out of providing directory information)	Monthly, by the 5th day of each month
3.4.4.c	Comprehensive GA Report  Comprehensive GA Report cont.	<ul style="list-style-type: none"> <li>• FERPA consent to release on file (Y/N)</li> <li>• GEU unique identifier</li> <li>• Credit hours enrolled</li> <li>• FTE</li> <li>• Hourly pay rate</li> <li>• Salary (contract amount)</li> <li>• GA remission payments</li> <li>• Other remissions, scholarships &amp; 3rd party payments</li> <li>• Total tuition, fees, and health insurance costs paid as compensation when employed as a GA</li> </ul>	GAs who have NOT signed a FERPA consent to release	Quarterly, by the 20th day of the month after the academic quarter ends
		<ul style="list-style-type: none"> <li>• FERPA Consent to release on file (Y/N)</li> <li>• PSU ID</li> <li>• Last, first and middle name</li> <li>• Preferred first name</li> <li>• University email address (__@pdx.edu)</li> <li>• External personal email address (if provided)</li> <li>• Home or personal mailing address</li> <li>• Cell and home telephone number (if provided) &amp; work telephone number (if assigned)</li> <li>• Credit hours enrolled</li> </ul>	GAs who have signed a FERPA consent to release	Quarterly, by the 20th day of the month after the academic quarter ends

CBA subsection	Name of Report	Report Content	Report Population	Frequency*
		<ul style="list-style-type: none"> <li>• FTE</li> <li>• Hourly pay rate</li> <li>• Salary (contract amount)</li> <li>• GA remission payments</li> <li>• Other remissions, scholarships &amp; 3rd party payments</li> <li>• Total tuition, fees, and health insurance costs paid as compensation when employed as a GA</li> </ul>		
3.4.4.d	Instructor of Record	<ul style="list-style-type: none"> <li>• Last, first and middle name</li> <li>• Preferred first name</li> <li>• University email address (__@pdx.edu)</li> <li>• Course &amp; section number(s)</li> <li>• Percent responsibility</li> <li>• Current section enrollment</li> <li>• Cap enrollment</li> </ul>	GAs who serve as instructors of record	Quarterly, by the 20th day of the month after each academic quarter ends
3.4.4.e	Health Insurance Waiver	<ul style="list-style-type: none"> <li>• Total number of GAs who have waived PSU health insurance provided in the aggregate without individually identifiable information</li> </ul>	All GAs	Quarterly, by the 20th day of the month after each academic quarter end
3.4.4.f	Monthly Salary Subject to Dues	<ul style="list-style-type: none"> <li>• GEU unique identifier</li> <li>• Payroll Year</li> <li>• Payroll Month</li> <li>• Monthly salary subject to dues deductions</li> </ul>	Persons who have authorized GEU dues deduction but have NOT signed a FERPA consent to release	Monthly, by the 15th day of each subsequent month
		<ul style="list-style-type: none"> <li>• PSU ID</li> <li>• Last, first and middle name</li> <li>• Preferred first name</li> <li>• Payroll Year</li> <li>• Payroll Month</li> <li>• Monthly salary subject to dues deductions</li> </ul>	Persons who authorized GEU dues deduction who have signed a FERPA consent to release	Monthly, by the 15th day of each subsequent month
3.4.4.g	Dues Deduction Register	<ul style="list-style-type: none"> <li>• GEU unique identifier</li> <li>• Job class</li> <li>• Term/Leave dates</li> <li>• Deduction code</li> <li>• GEU membership plan type</li> <li>• Previous GEU membership plan</li> <li>• Indicator of change of deduction between months</li> <li>• Amount deducted last month</li> <li>• Amount deducted this month</li> <li>• This month's adjustments (if any)</li> </ul>	Persons who have authorized GEU dues deduction but have NOT signed a FERPA consent to release	Monthly, by the 15th day of each subsequent month
		<ul style="list-style-type: none"> <li>• Last, first and middle name</li> <li>• Job class</li> <li>• PSU ID</li> <li>• Term/Leave dates</li> <li>• Deduction code</li> <li>• GEU membership plan type</li> <li>• Previous GEU membership plan</li> <li>• Indicator of change of deduction between months</li> <li>• Amount deducted last month</li> </ul>	Persons who authorized GEU dues deduction who have signed a FERPA consent to release	Monthly, by the 15th day of each subsequent month

CBA subsection	Name of Report	Report Content	Report Population	Frequency*
		<ul style="list-style-type: none"> <li>• Amount deducted this month</li> <li>• This month's adjustments (if any)</li> </ul>		

*\*If any due date falls on a weekend or holiday, the due date shall be the next business day.*

1        **3.4.5** - Nothing in this section 3.4 shall be interpreted to require the University to provide any  
2        information to the GEU regarding bargaining unit members who have a confidentiality flag  
3        associated with their student account (commonly referred to as “opt-out” of directory  
4        information under FERPA). The only exceptions to this are where the GA has signed an  
5        electronic FERPA consent to release information to the GEU or where the information can  
6        be disclosed using a GEU unique identifier without disclosing personally identifying  
7        information of that GA.

8        **3.4.6** - Provision of the reports listed above are in addition to, and not a limitation of,  
9        information the GEU may request and receive through an information request, as referenced  
10       in 3.5 below.

11       **Section 3.5 - Exchange of Information**

12       **3.5.1** - During the term of this Agreement, after receiving a written request, the University will  
13       make available to the GEU within a reasonable time, all factual information reasonably  
14       required for the GEU to administer this Agreement and to negotiate subsequent  
15       agreements.

16       **3.5.2** - Within fifteen (15) days of the execution of this Agreement and any time a change is  
17       made, the University will send the GEU the name of the person responsible for complying  
18       with the requirements of this Section.

19       **3.5.3** - The University reserves the right to charge the GEU at customary billing rates for the  
20       costs of file searching, analysis, and reproduction of information furnished in compliance  
21       with this Section. When the University expects to make a charge, it will furnish the GEU an  
22       estimate of the cost and obtain GEU authorization before proceeding to comply with the  
23       request.

24       **Section 3.6 - Compensation for Contract Negotiations**

25       **3.6.1** - During negotiations of a successor agreement, the University will make every effort to  
26       schedule bargaining so that it does not interfere with the work schedules of GEU members.

27       **3.6.2** - Additionally, the Parties agree to provide up to a total of 200 hours of additional  
28       compensation for time spent to prepare for and participate in the negotiations of successor  
29       agreements. These 200 hours may be shared between bargaining unit members on the  
30       bargaining team.

31       **3.6.3** - The cost of this compensation, including wages and Other Personnel Expenses  
32       (OPE), will be shared equally between the Parties. The University will invoice the GEU when  
33       the allotted hours are used. The GEU will remit payment to the University within 20 working  
34       days.

1       **3.6.4** - Members compensated under this Section will be paid as hourly employees at the  
2       minimum GA equivalent hourly rate. These hours will be in addition to their assigned FTE.  
3       Additional tuition remission will not be provided. Payment is contingent upon submission of  
4       an online timesheet.

5       **3.6.5** - GEU must identify the members that will be utilizing this compensation prior to their  
6       participation in contract negotiations.

7       **3.6.6** - To be eligible for this compensation, members must be under a GA contract with the  
8       University or on their vacation term.

9       **3.6.7** - The total amount of compensated service under this Section, combined with all other  
10      GA or student positions, may not exceed a total FTE of 0.49 per term. During the vacation  
11      term, compensated service may not exceed 1.0 FTE.

12      **Section 3.7 - Dues Deduction**

13      **3.7.1** - Members of GEU will have regular dues deducted from their paychecks in amounts  
14      and at times certified by an officer duly elected/selected by the membership. Dues deduction  
15      authorization shall remain valid as determined by Section 3.8.

16      **3.7.2** - GEU will provide the Office of Human Resources written notification of its intent to  
17      change membership dues deduction rates no later than the 10<sup>th</sup> of the month for the new  
18      rate to take effect within the same month. It is the responsibility of the GEU to notify its  
19      members in advance of any change in dues deduction rates.

20      **3.7.3** - The University will, by the 15<sup>th</sup> of each month, send payment to GEU for the total  
21      amount so deducted.

22      **Section 3.8 - Membership Status and Dues Deduction Authorization**

23      **3.8.1** - A GEU member is a University employee whose position is in the GEU bargaining  
24      unit and who has signed a membership authorization form provided by GEU. University  
25      employees whose positions are not in the GEU bargaining unit may authorize dues  
26      deduction by signing a dues deduction authorization form. PSU will refer any questions  
27      about membership status to GEU. GEU will notify PSU HR of any change in membership  
28      status.

29      **3.8.2** - GEU Members can provide dues deduction authorization to the GEU in writing,  
30      electronically, or via telephone.

31      **3.8.3** - Dues deduction authorization shall remain valid year to year unless revoked using a  
32      membership revocation form provided by GEU, or until the member is not employed for one  
33      (1) calendar year. Former members of GEU that are no longer in the bargaining unit may  
34      notify GEU to cease dues deduction. PSU will only remove a GEU bargaining unit member  
35      from dues deduction authorization upon request from GEU.

36      **Section 3.9 - Status of Graduate Assistantships**

37      The University will endeavor to maintain Graduate Assistantships as the primary  
38      employment opportunity in field-relevant work for graduate students.

1 **Section 3.10 - Indemnification**

2 The GEU shall indemnify and hold harmless the University, and its agents and employees,  
3 against any and all claims, suits, orders, judgments or other forms of liability, including  
4 reasonable costs of defense, of any nature whatsoever that arise out of or relate to any  
5 action taken by the University, its agents or employees, for the purpose of complying with  
6 Sections 3.4 (Bargaining Unit Information), Section 3.7 (Dues Deduction), and Section 3.8  
7 Membership Status and Dues Deduction Authorization of this Article.



8 **Section 3.11 – Compensation for Designated Union Activities**

9 **3.11.1** - At the start of each academic term, excluding Summer term, the University shall  
10 provide the GEU with up to a total of 200 hours of additional compensation to pay members  
11 for time spent during work hours in conducting activities permitted under Oregon’s Public  
12 Employees Collective Bargaining Act, ORS 243.798. The cost of this compensation,  
13 including wages and Other Personnel Expenses (OPE), will be borne by the University.

14 **3.11.2** - To be eligible for this compensation, members must be under a GA contract with the  
15 University or on their vacation term. The total amount of compensated service under this  
16 Section, combined with all other GA or student positions, may not exceed a total FTE of 0.49  
17 per term. During the vacation term, compensated service may not exceed 1.0 FTE.

18 **3.11.3** - GEU must identify the members that will be utilizing this compensation and notify  
19 the University prior to their commencing work to be compensated under this Section.

20 **3.11.4** - Members compensated under this Section will be paid as hourly employees at the  
21 minimum GA equivalent hourly rate. These hours will be in addition to their assigned FTE.  
22 Additional tuition remission will not be provided. Payment is contingent upon submission of  
23 an online timesheet.

<b><u>For the University</u></b>	<b><u>For the Association</u></b>
 <small>Shelly Chabon (Oct 4, 2022 17:10 PDT)</small> <hr/> Shelly Chabon, Vice Provost for Academic Personnel  10/04/2022 <hr/> Date	 <small>Cassandra Croft (Oct 6, 2022 10:39 PDT)</small> <hr/> Cassandra Croft, Vice President of Collective Bargaining  10/06/2022 <hr/> Date










# Article 3\_10.4.2022\_TA

Final Audit Report

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