

Collective Bargaining Agreement

with

**Portland State University Chapter,
American Association of University Professors**

and

**Portland State University
Portland, Oregon**

For the Period

December 1, 2015 through November 30, 2019

Effective April 5, 2016

In Memory of Ron Narode

This contract is dedicated to longtime AAUP leader, bargaining team member, and Associate Professor of Curriculum and Instruction, Ron Narode who passed away during negotiations.

Ron was a leader in the fight for fair wages, better job security and greater democracy in our workplace. He was the key architect of the sick leave bank and was a strong advocate for paid parental leave and more family-friendly policies. Over the years, he consistently stood up for better job security for non-tenure track faculty, salary structures that rewarded academic professionals' experience and expertise, and fair compensation for all AAUP members. Ron was a vigorous defender of academic freedom and the tenure system that ensures this right. He was one of the lead authors of the post-tenure review guidelines. Despite going through intensive chemotherapy, Ron continued to participate in bargaining and was an inspiration to both of our teams.

Ron was one of those rare individuals who had the capacity to transform the lives of all of those he came in contact with. Ron was positive, generous and loving. He was a born teacher who could impart wisdom and knowledge even in the most casual conversations. Ron was amazingly eloquent. He always spoke from the heart, yet there was careful thought behind each word. He had an unsurpassed ability to see and inspire the best in people.

Ron is deeply missed, but his legacy lives on in this contract, in the lives of the students he taught and his colleagues who had the privilege of working with him, and most of all, in the family he loved dearly.



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**Collective Bargaining Agreement with
PSU Chapter, American Association of University Professors
and Portland State University, Portland, Oregon**

PREAMBLE

This collective bargaining Agreement, entered into as of the date of ratification, is between Portland State University and the Portland State University Chapter of the American Association of University Professors.

I. RECOGNITION AND RIGHTS—Articles 1 - 8

Article 1. RECOGNITION

Pursuant to the certification of the Oregon Employment Relations Board dated March 8, 1978, (Case C-381) and the Letter of Agreement between the parties, dated August 11, 1993, which clarifies and fully recognizes the Academic Professionals as members of the bargaining unit, the University recognizes the Association as the exclusive representative of all members of the bargaining unit established in the certification for the purpose of collective bargaining on matters of employment relations as defined by law.

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. "Association" means the Portland State University Chapter of the American Association of University Professors (the Association).
2. "University" means Portland State University as the public employer. For purposes of this Agreement "University" is a legal term and is not used (except occasionally) in the inclusive sense in which it refers to faculty, students, administration, programs, buildings, and campus.
3. "Member" means a public employee who is included in the bargaining unit.
4. "Unit" or "bargaining unit" means the employees, collectively, certified for purposes of collective bargaining by the Oregon Employment Relations Board, March 8, 1978 (Case C-381), and as modified in Article 1 (RECOGNITION).
5. "Agreement" means all of the definitions, provisions, and terms set forth in this Agreement consisting of 44 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, construction, or effect of any provision of this Agreement. The Letters of Agreement are noncontractual understandings between the University and the Association.
6. "Days" or "calendar days" means calendar days. "Working Day" means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the

University, excluding Saturdays and Sundays. Summer Session days will not be counted as working days for those members not employed during the Summer Session.

7. "Departments" includes departments, programs, and other similar administrative units.
8. "Dean" means the dean of a school or college or an equivalent position and includes any person designated by a dean to act on his or her behalf for a particular purpose under this Agreement.
9. "Department Chair" means the person with supervisory responsibility of a 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.
10. "Meet," "confer," "consult" mean listen, communicate, enter into dialogue.
11. Pronouns of masculine, feminine, or neuter gender imply each other.
12. The singular includes the plural.
13. "ERB" means the Employment Relations Board of the State of Oregon.
14. "Designee" means a member of the University administration who is designated by the President of the University. The President shall notify the Association of his/her designee at the beginning of this Agreement and if the designee is changed during the duration of the Agreement.

Article 3. RIGHTS OF THE ASSOCIATION AS AGENT

Section 1. The Association shall have reasonable use of University facilities and services, including mail, telephone, duplicating, computing, audio-visual, and meeting rooms as provided in University standards and policies, and will pay the customary charges for such services.

Section 2. The University shall provide furnished office space to the Association in Room 232 of Smith Memorial Student Union or alternative suitable office space during the term of the Agreement. The Association agrees to reimburse the University for the use of the office space at the prevailing rate as determined by the University on July 1 of each year throughout the term of this Agreement. The Association also agrees to reimburse the University for office space on a monthly basis with such reimbursement to be made in advance.

Section 3. The University shall provide, for the exclusive use of the Association, one (1) bulletin board of suitable size, centrally located in Smith Memorial Student Union.

Section 4. Employees of the Association shall be eligible for University identification cards that enable them to access miscellaneous university services and facilities subject to University regulations and fees. These may include but are not limited to the PSU library, recreational facilities, staff parking permits, TriMet Passport transit passes, and other programs.

Section 5. The University agrees to post the Agreement on the Human Resources website within fifteen (15) working days after the Agreement is signed and to e-mail notification and the website link to the Association and to each member then and thereafter employed. The University also agrees to provide the Association, without charge, 100 copies of the agreement within sixty (60) days. The Association may purchase additional copies from the University if they are available.

Article 4. RESPONSIBILITIES OF THE MEMBERS

Members of the bargaining unit shall be available to perform duties during the period of their contractual appointments, as defined by the Notice of Appointment and the position description. Duties are normal duties of University faculty members. Among those duties are scheduled and unscheduled teaching; academic advising of students, including provision for regularly scheduled office hours; scholarly activities; professionally related public service; administrative activities, including assistance in the admission, orientation and registration of students, and service on committees; student support service activities; attendance at spring commencement by all tenured faculty (which shall be conducted as a secular activity); and course and curriculum planning.

Article 5. RESERVED RIGHTS OF THE UNIVERSITY

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, including the ability to ascertain whether or not a member of the bargaining unit is meeting responsibilities as defined in Article 4 (RESPONSIBILITIES OF MEMBERS). All such rights, powers, authority, and responsibilities are retained by the University subject only to those limitations expressly imposed by this Agreement. Without limiting the foregoing, the University expressly reserves the right to make final decisions with respect to members to appoint, reappoint, promote, or award indefinite tenure to them.

Article 6. EXCHANGE OF INFORMATION

Section 1. During the term of this Agreement, the University shall make available to the Association within thirty (30) days after the person designated by the University as described in Section 6 of this article receives a written request therefore, all factual information reasonably required for the Association to administer this Agreement and to negotiate subsequent Agreements.

The Association may agree to extend the deadline upon receipt of a written request explaining the need for the extension.

Section 2.

- (a) By the fifteenth (15th) of each month, the University shall provide the Association with a data file which lists the following updated information for the previous month concerning all members of the bargaining unit: deduction plan, nine-digit ID, name, FTE, rank, rank date, Academic Professional job family and level, salary rate, appointment start date, tenure status, term of service, major organization code, department, most recent hire date, leave type, leave start date, leave end date, highest degree, degree institution, degree date, address, classification code, bargaining unit members added to the unit, bargaining unit members removed from the unit, coded as to reason for removal, as well as the member's current email address and current campus phone number.
- (b) In the event a member is excluded from the bargaining unit, the University will copy the Association on the letter that communicates and explains the exclusion of a bargaining unit member within 15 days of the decision.

Section 3. The University will provide the Association with an annual report of changes in bargaining unit members' salaries due to: (a) correction of salary anomalies including, but not limited to, corrections

made due to salary rates below contractual minimums, unauthorized salary rate changes, and incorrectly written contracts; and (b) special salary increases for reasons including, but not limited to, equity, retention, and increased job duties; and (c) increases due to a post-tenure review, or increases in salaries of academic professionals from the in-range salary advancement pool.

This annual report will include the name of bargaining unit member, the effective date of the salary change, the amount of the salary change, and the reason for the change. The University will provide the Association with the report no later than September 1 for salary changes made during the previous fiscal year.

Section 4. The University will provide the Association with an annual report showing a numerical distribution of benefit plan selection for bargaining unit members no later than February 28 of each year.

Section 5. The University will provide the Association with an annual report of all promotion and tenure decisions concerning bargaining unit members made by the President during an academic year no later than the following August 1.

Section 6. Within fifteen (15) days after Human Resources is notified of the effective date of the resignation or retirement of a member, or the date of a death of a member, the University shall send notice thereof to the Association.

Section 7. At the time the University sends a notice of termination to any member of the bargaining unit, a copy of such notice shall be sent to the Association within 15 days of the date the notice is sent to the member.

Section 8. At the time the University sends a notice of promotion, re-ranking, decision on an application for continuous appointment, denial of a sabbatical application, or assignment to a new job family to any member of the bargaining unit, a copy of such notice shall be sent to the Association within fifteen (15) days of the date the notice is sent to the member. The University will also provide notice to the Association: (1) within fifteen (15) days of the establishment of a final professional development plan following a post-tenure review determination that a tenured faculty member does not meet standards, and (2) within fifteen (15) days of the establishment of a final remediation plan following the unsatisfactory evaluation of a non-tenure track faculty member on a continuous appointment.

Section 9. Within fifteen (15) days of the execution of this Agreement and any time a change is made, the University shall send the Association the name of the person(s) responsible for complying with Sections 1 through 8 of this Article.

Section 10. The University reserves the right to charge the Association at customary billing rates for the costs of file searching, analysis, generation, and reproduction of information furnished in compliance with this Article. When the University expects to make a charge, it will furnish the Association an estimate of the cost and obtain Association authorization before proceeding to comply with the request.

Article 7. CONSULTATION

Section 1. The Association 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. There shall be a labor/management committee consisting of four members: the Vice Provost for Academic Personnel and Leadership Development, a person designated by the President of the University, and two Association members or staff, designated by the President of the Association. The number and composition of the committee can be changed by mutual agreement.

The committee shall meet at least monthly, unless otherwise agreed by the parties, to discuss matters concerning bargaining unit members—for example, workload, strategies for communicating Agreement requirements, or other issues of joint concern.

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 28 (RESOLUTION OF DISPUTES).

Article 8. PAST PRACTICES

Section 1. All well-established practices and policies in effect on the date this Agreement is executed, concerning terms and conditions of employment which significantly affect members shall be maintained for the period of this Agreement unless modified by this Agreement or by mutual consent.

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

Section 2. Nothing in this Agreement shall be construed to deny or diminish the opportunities and responsibilities of members to participate directly, within regularly established procedures, in the formation and recommendation of educational policy within the University, its colleges, schools, departments, and institutes.

II. ASSOCIATION MATTERS—Articles 9 - 11

Article 9. DUES DEDUCTION

Upon written request on a form provided by the Association and approved by the University, members of the Association may have regular dues deducted from their paychecks in amounts and at times certified by the Treasurer of the Association. Authorization to deduct dues shall remain valid until written notice is given to the University by the member to cancel the authorization. The University will, by the fifteenth (15th) of the month following the deduction, send payment to the Association for the total amount so deducted accompanied by a listing identifying the members and the amounts for whom the deductions are being paid. In the event that the University discovers or learns of a dues deduction error, a letter will be sent to the affected employee and a copy of this letter will be sent to the Association.

Article 10. FAIR SHARE

Section 1. The University recognizes the positive Fair Share election among members of the bargaining unit. The Office of Human Resources of the University shall be responsible for notifying payroll each month of new bargaining unit members eligible for Association membership or payment of fair share fees, and of bargaining unit members who have been removed from the unit and the reason for the removal.

Section 2. The University will automatically calculate and begin deducting fair share fees from new bargaining unit members' paychecks from the date of hire and will automatically discontinue deducting fair share fees from the date of removal from the unit or at the time the member elects to pay regular dues.

Section 3. The Fair Share amount shall be an amount equivalent to the dues collected for membership in the PSU-AAUP.

Section 4. The University shall code fair share dues deduction under the Deductions category of the employee Earnings statement as "AAUP Union Fair Share Deductions." Additionally, the University shall code full member dues as "AAUP Union Membership Dues."

Section 5. Religious Objections

- (a) Rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employees are members shall be protected. Religious objectors shall pay an amount equivalent to regular union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee affected and the Association, in accordance with the applicable procedures in ORS 243.666. Such employees shall furnish written proof to the Association and the University, as specified below, that this has been done, if appropriate.
- (b) Religious objection to dues payments must be made in writing to the President of the Association. The objector must submit, in two copies, an affidavit in the form displayed in Appendix A of this Agreement. Upon receipt of this affidavit, the President of the Association shall forward, within ten (10) days, one copy of it to the Office of Human Resources. From the date of receipt of the affidavit, the University shall continue to deduct the equivalent of dues payments, but shall make payments through the University Foundation to the Peter Nicholls Scholarship (Account #2319312), another restricted scholarship account specified by the objector, or another nonreligious charity mutually agreeable to the employee and the Association.
- (c) Conscientious objectors of record as of October 1, 2010 shall be considered religious objectors and have appropriate payments continue in accordance with this Section.

Section 6. Indemnification

The Association shall indemnify and hold harmless the University, and its agents and employees, against any and all claims, suits, orders, judgments or other forms of liability of any nature whatsoever that arise out of or relate to any action taken or not taken by the University, its agents or employees, for the purpose of complying with Article 10 of this Collective Bargaining Agreement.

Article 11. RELEASED TIME

Section 1. Released Time for Contract Negotiations

Up to seven (7) members whom the Association designates may be released from duties not directly related to teaching and scholarly endeavor for the academic years within this Agreement 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 Article.

For instructional faculty members, time served preparing for and participating in the negotiation of a successor Agreement may replace other service obligations to the University.

For non-instructional members of the Association, members will be provided with released time sufficient to permit the member to prepare for and participate in the negotiations. Participation in bargaining shall include the scheduled bargaining sessions, team caucus meetings, preparation time to bargain, and time to do research and analysis for bargaining.

Section 2. Released Time for Other Association Services

Up to three (3) members whom the Association designates may be released from one-third (1/3) of their regular job duties for the performance of Association duties.

One (1) member shall be released from job duties pursuant to this Section without reimbursement to the University. For additional members released pursuant to this Section, the Association shall reimburse the University for the actual cost to the University of replacing the released time in a manner which shall be negotiated by the Association and University in consultation with the member's Department Chair. The member's Department Chair is responsible for determining the nature of the job duties from which the member will be excused.

Section 3. Course Releases and Overloads

In order to facilitate the ability of members to perform Association duties for bargaining or other Association duties as provided in Sections 1 and 2 above, up to ten (10) course releases (or the approximate equivalent for academic professionals and non-instructional members – see below) shall be available to Association members per academic term (not including Summer Term). The first, third, and fifth course releases provided during an academic term shall be provided without reimbursement to the University. The Association shall reimburse the University for the second, fourth, sixth, seventh, eighth, ninth and tenth course releases provided during an academic term at the instructor rate per credit hour for instructional members. Association member shall be limited to one course release per academic term, except during reopener and successor bargaining when more than one course release per term can be made available to members.

The University shall make best efforts to provide a release from work to non-instructional members that is equivalent to the release from work provided to instructional members on a case-by-case basis. When release time is provided and if the non-instructional member is replaced, it will be reimbursed at actual replacement costs. If a release from work cannot be effectuated, then equivalent for non-instructional members will be in the form of overloads. Overloads will be provided to non-instructional members at 0.10 FTE of their annual salary rate per academic term to participate in bargaining activities for up to 156 hours. The OPE on all overload wage agreements shall be paid by the University. Overload payment for Association duties shall be limited to three members per team.

If release time is necessary during Summer Term, the parties agree to meet and discuss how to address the need.

Section 4. Scheduling of Released Time

The Association shall notify the University at least thirty (30) days prior to the beginning of an academic term in which a released time assignment will begin. Said notification shall include the name of the member to receive the released time assignment and the purpose of the released time. The thirty- (30) day notification period may be waived by mutual agreement of the parties. The University will generate all non-instructional overload wage agreements in a timely manner.

The activities performed on behalf of members of the unit by those permitted released time under this Article shall be credited as service to the University.

III. TERMS AND CONDITIONS OF EMPLOYMENT—Articles 12 - 25

Article 12. ACADEMIC FREEDOM AND GOVERNANCE

Section 1. The University recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the protection of the principles of academic freedom, as defined in University Standard 580-022-0005.

Section 2. Notwithstanding the exclusive right of the association to negotiate and reach agreement on terms and conditions of employment, recognized in Article 1 (RECOGNITION), and the right of the University to carry out its ordinary and customary functions of management, recognized in Article 5 (RESERVED RIGHTS OF THE UNIVERSITY), the parties agree that it is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedures, independent of collective bargaining, for appropriate participation in the governance of the University. To that effect, the Portland State University Faculty Constitution shall remain in existence for the duration of this Agreement subject the provisions of former Oregon University System IMD 1.120 through 1.126..

Section 3.

- (a) Except as provided in Subsection (b) of this section, Sections 1 and 2 of this Article are statements of intent and policy and are not subject to Article 28 (RESOLUTION OF DISPUTES) of this Agreement.
- (b) An allegation that the Faculty Constitution has been abrogated is grievable.
- (c) Alleged misapplication or misinterpretation of the Faculty Constitution is not subject to Article 28 (RESOLUTION OF DISPUTES) of this Agreement, but such allegations may be grieved through other University grievance procedures.

Section 4. Faculty, department chairs, and deans shall have the opportunity for effective participation in deliberations leading to recommendations for appointment, reappointment, tenure, or promotion of faculty. The University will recommend that departments review guidelines, in addition to guidelines for promotion and tenure, concerning effective participation of faculty in the hiring and promotion of faculty. Departments or units shall maintain guidelines for faculty participation in decisions concerning hiring of faculty.

Article 13. NONDISCRIMINATION

The University and the Association will not discriminate against any member with respect to wages, hours, or any terms or conditions of employment, or in the application of the provisions of this Agreement by reason of age, color, handicap, disability, marital status, family status, national origin, race, religion, sex, gender, gender identity, sexual orientation, or veteran status, or by reason of membership or nonmembership in the Association.

The Association agrees to support the University in the fulfillment of its affirmative action and equal opportunity obligations.

Article 14. PROMOTION AND TENURE

Section 1. "Portland State University Policy and Procedures for the Evaluation of Faculty for Tenure, Promotions, and Merit Increases," dated May 17, 1996 and adopted by the Faculty Senate on June 12, 1996, as most recently revised by the Faculty Senate on April 7, 2014, which specify the means of implementation of University Standards 580-021-0100 through 580-021-0140, shall remain in effect with respect to members of the bargaining unit, except as modified by this Agreement.

Section 2. The University reserves its rights to alter, amend, modify, and make additions or deletions to the University Standards and guidelines on promotion, the award of tenure and salary increases, after (a) consultation with the Association on changes in criteria and (b) agreement with the Association on changes in procedure.

Section 3. Except as provided for by the "Portland State University Policy and Procedures for the Evaluation of Faculty for Tenure, Promotion, and Merit Increases," and the University Standards it implements, the University will not employ tenure-track faculty members, on 0.50 FTE or more, for more than seven (7) FTE years without the awarding of tenure.

Section 4. The University will not arbitrarily reduce the FTE of any faculty member for the express purpose of avoiding its obligation not to employ a faculty member, on 0.50 FTE or more, for more than seven (7) FTE years without the awarding of tenure.

Section 5. For the purpose of this Article, faculty members include only members of the bargaining unit assigned to an academic program or department; a division, school, or college; and the Library

Article 15.

[Article intentionally left blank.] [Previous text was deleted via collective bargaining.]

Article 16. INSTITUTIONAL CAREER SUPPORT/PEER REVIEW

Section 1. Nothing in the "Procedures for Post-Tenure Review at Portland State University" shall affect or alter the Association's ability to file a grievance, as provided in Article 28, that alleges a violation of such guidelines.

Section 2. The guidelines must at a minimum:

- (a) Be in writing and be made available to members;
- (b) Establish job-relevant evaluation criteria;
- (c) Provide that the results of the review be in writing and provided to the member;
- (d) Provide that the member is entitled to meet with the reviewers;
- (e) Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review;
- (f) Provide that the member may submit relevant materials to the reviewers; and
- (g) Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines.

Section 3. Results of any post-tenure review shall not be the basis for just cause for sanctions pursuant to Article 27 or unilateral changes in the faculty member's letter of offer or supplemental letter of offer.

Article 17. ACADEMIC PROFESSIONAL FACULTY

Section 1. Introduction

Portland State University and the American Association of University Professors recognize the important contributions that Academic Professionals make to the University community. As such, we are committed to encouraging the professional growth and development of Academic Professionals.

Section 2. Career Development

- (a) The University will publish a chart including but not limited to the types of leaves, awards, grants, and appointments for which academic professionals are eligible.
- (b) As described in Article 19 (Professional Development and Support), Academic Professionals are fully eligible to apply to the Faculty Development Program. The University agrees to communicate with Academic Professionals at the beginning of each academic year regarding their eligibility to apply.
- (c) As employees of Portland State University, Academic Professionals have career development leave available to them as leave without pay, as provided for in University Standard 580-021-0029. Sabbatical leave normally applies only to instructional ranks; for other unclassified employees, special permission for exceptional cases is required.

Section 3. Description of Structure

- (a) Structure of the System—Academic Professional positions are grouped into the following job families based upon the job responsibilities involved:
 - Program Administrator—Levels 1, 2, 3
 - Advisor/Counselor—Levels 1, 2
 - Instructional Specialist—Levels 1, 2
 - Healthcare Professional— Psychologist; Clinical Social Worker; Psychology Resident; Physician; Dentist
 - Educational Technology Specialist
 - Attorney

Any new job family classification and any deletions of a job family or families in the current classifications will be subject to consideration by the Academic Professional Appeals Advisory Committee and agreement between the University and the Association.

- (b) Levels within families and pay ranges are identified in Article 30 (SALARY) of this Agreement. Available on the Office of Human Resources' website are descriptions for the five job families and representative duties and examples of titles.
- (c) Changes in Job Family Definitions: Substantial changes in family definitions which result in the potential for a lower salary range shall require the parties to agree upon the salary range for the newly revised family definition.

Section 4. Requests for Review of a Position's Placement

- (a) Supervisors of Academic Professionals may request a review of a position's placement in a job family and/or level by submitting a written request to the Office of Human Resources.
- (b) An Academic Professional may request a review of his/her job family and/or level in which his/her position is placed. The Academic Professional shall first meet with his/her supervisor regarding the request for review. Following this meeting, an Academic Professional may submit a written request for review of his/her position to the Office of Human Resources. An employee may submit such a request twelve (12) months after completion of a previous position placement review or twelve (12) months after his/her initial hire date. The Office of Human Resources shall complete the position review within no more than thirty (30) working days from the date the evaluation request is received.
- (c) An Academic Professional may appeal the results of the review of his/her position placement by submitting a written request to the Office of Human Resources within thirty (30) working days of the date on which the decision was issued. The Academic Professional shall provide a copy of such an appeal to his/her supervisor. Should a decision from the above review and appeal process result in the placement of the position in a job family and/or level with a higher pay range, any resulting salary increase will be effective the first of the month following the date the initial request [pursuant to Section 4(b)] was received by the Office of Human Resources.
- (d) Appeal of Position Review Decision.

First Level of Appeal: Appeals can be made to the Associate Vice President for Human Resources on the basis of job family placement and level placement. The request shall state the basis upon which the employee is requesting a review.

A standing Appeals Advisory Committee to the Associate Vice President for Human Resources with cross-campus representation will provide input and recommendations to the appeals. The Appeals Advisory Committee will have at least two members who are represented by the Association. The Association will provide the University with a list of five represented faculty from which the University will select two to be members of the committee to serve for the term of this Agreement.

The decision on the appeal made by the Associate Vice President for Human Resources shall be communicated in writing to the Academic Professional, to his/her supervisor, and to the Association within fifteen (15) working days of the date the appeal was filed.

Second Level of Appeal: If the Academic Professional is dissatisfied with the appeal decision of the Associate Vice President for Human Resources, he/she may advance the appeal to the Provost, or

other relevant vice president, in writing within fifteen (15) working days from the date on which the decision was made. The Provost, or other relevant vice president, will provide a written response within fifteen (15) working days.

- (e) Should a decision from the above review and appeal process result in the placement of the position in a job family and/or level with a lower pay range, the Academic Professional's salary will not decrease.
- (f) Should a decision from the above review and appeal process result in the placement of the position in a job family and/or level with a higher pay range, any resulting salary increase will be effective on the first of the month following the date the initial written request was received by the Office of Human Resources [based on the date the request was filed according to Section 4(b)]. In no case shall an Academic Professional be paid below the minimum of the new job family and/or level to which his/her position is assigned.
- (g) Placement decisions are not grievable and are not subject to Article 28 (RESOLUTION OF DISPUTES). Grievances may be filed based on violations of proper process as specified in Section 4 of this article.

Section 5. Academic Professional Appointments and Compensation

The University and the Association are committed to encouraging the professional growth and development of Academic Professionals, and to rewarding their individual professional contributions.

- (a) For Academic Professionals hired after July 1, 2016, the first six (6) months of employment in an Academic Professional position is a trial service period. An Academic Professional will not be required to serve a trial service period when moving from another position in the bargaining unit unless it is during the first six (6) months of employment in that position. Academic Professionals with six (6) or more months of continuous service who experience a break in service due to a lay-off stemming from change in departmental needs or program requirements will not be required to complete a new trial service period if recalled. Trial service may be extended by mutual agreement of the University and Association. Trial service employees may be removed from service by providing thirty (30) calendar days of prior written notice to the employee and the Association at any time during the trial service period. An Academic Professional on trial service is to be evaluated no later than the end of the 4th month of employment. Removals from service under this paragraph are not subject to Article 28 (RESOLUTION OF DISPUTES). In the event of multiple removals from service under this paragraph from any particular University unit, the parties agree to discuss the removals in the Labor/Management Committee.
- (b) Unless their Notice of Appointment (see Appendix I for Academic Professional Template letters of offer) letters indicate that the appointment is time-limited, Academic Professionals will be appointed on an indefinite basis following completion of the trial service period. Such appointment may be terminated only through Article 22 (RETRENCHMENT), Article 27 (IMPOSITION OF PROGRESSIVE SANCTIONS), or due to a change in departmental needs or program requirements. In the event of a change in departmental needs or program requirements, a written explanation of the change will be provided concurrently to the employee and the Association and the Academic Professional will be provided the following amount of notice of lay-off:

Less than 1 year of service	90 calendar days
1 to 3 years of service	120 calendar days
3 or more years of service	180 calendar days

Service shall be defined as 0.5 FTE or greater consecutive years of service at the University. Academic Professionals recalled following the reversal of a layoff stemming from a decision regarding departmental needs or program requirements, as described below, will not be defined as having a break in service.

- (c) If multiple Academic Professionals in equivalent positions, and with equivalent position-related qualifications, skills and expertise, are to be laid off due to the same change in departmental needs or program requirements, then lay-off shall be in order of seniority and the employees will be laid off in inverse order to length of continuous service at the University. The school/college or department will make a good faith effort to find a comparable position within the University for the employees.
- (d) If the reason for the decision that led to the lay-off due to change in departmental needs or program requirements is reversed within one year from the date that notice of termination was provided to the employee(s), the affected employee(s) will be recalled in inverse order of termination.

To exercise recall rights, an Academic Professional must:

1. Notify Human Resources in writing, within 30 days of the lay-off notice, of intent to be placed on the recall list.
 2. Inform Human Resources of any change in telephone, email or address.
 3. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association, of the recall.
 4. The recalled academic professional will have ten (10) working days to accept or reject the position. Failure to contact Human Resources within ten (10) working days will be considered a rejection of the position.
 5. A recalled academic professional who rejects a position will be removed from the recall list.
- (e) Time-limited appointments may be used for an Academic Professional whose compensation is a direct cost (rather than an indirect cost) paid from grant or contract funding, as the term "direct cost" is generally understood under the federal government's Uniform Guidance. Time-limited appointments may also be used for leave replacement, to fill a vacancy pending a search, or with the written agreement of the Association. Academic Professionals with time-limited appointments who experience early termination of their position due to a significant reduction in grant or contract funding will receive at least thirty (30) calendar days of notice of termination.
 - (f) Salary ranges for Academic Professional job families and levels are included in Article 30 (SALARY).
 1. If an Academic Professional's current salary falls above the maximum of the pay range to which his/her position is assigned, the salary will not be reduced. If a position is reassigned to a new level or family, the Academic Professional's salary will not be reduced.
 2. If an Academic Professional's current position is reassigned to a higher level within the same job family, the Academic Professional's salary will be increased as referenced in Article 30 (SALARY).
 3. Adjustments within salary ranges are referenced in Article 30 (SALARY). Among the methods of salary adjustments which pertain to Academic Professionals are:
 - Minimum salary increases will be given to every Academic Professional whose performance of job responsibilities is satisfactory, as documented in an annual performance evaluation as per Article 30 (SALARY), Section 3.

- In-range advancement provides progression within the salary range based upon the annual performance evaluation. A minimum requirement for in-range advancement is a performance evaluation rating which is above satisfactory. The salary that results from an in-range advancement may not exceed the salary range maximum, except as provided in Article 30 (SALARY), Section 5.

(g) Academic Professionals who have not received an in-range advancement for three consecutive years may request within thirty (30) calendar days after the third-year notification an extended professional development plan from their supervisor. The supervisor will send a copy of this plan to the relevant dean or vice provost, the Associate Vice President for Human Resources, and the Provost, or other relevant vice president. The Association will receive notification that this process has been implemented. This article will only be applicable in cases when in-range advances are in affect as per Article 30 (SALARY).

Section 6. Salary Range Structure Movement

Changes in the minimum and maximum of the salary ranges for each job family and level shall be determined by those increases designated in Article 30 (SALARY), Section 3 (Salary Adjustments).

Section 7. Assessment

- (a) The Association and the University agree to incorporate, by reference, the recommendations of the Academic Professional Assessment Advisory Committee final report dated September 27, 2002 into this agreement.
- (b) To provide the Association with sufficient information to negotiate a successor agreement, the Associate Vice President for Human Resources will provide the Association with an annual report of information concerning advancement, appeals, and requests for position review and professional development plans for Academic Professionals.

Section 8. Academic Professional Evaluations

- (a) All Academic Professionals shall have annual performance reviews (evaluations). The performance review year will be the preceding 12 months. A calendar for the performance evaluation cycle shall be established and published at the same time as the promotion and tenure review cycle. Academic Professionals on one-year appointments shall be reviewed annually.
- (b) Each division, school, or college is required, with the participation of the appropriate academic professional employees, to establish specific written job-relevant criteria supporting the achievement of program, division, school or college, and university goals as well as professional growth of individuals. Such evaluation methods and criteria should be clear and unambiguous, but also flexible; so that, when an Academic Professional's assignment is in multiple areas such as teaching, research, administration, and service, the evaluation will address all appropriate areas.
- (c) Performance evaluations should promote the effectiveness of Academic Professionals by:
 - Articulating the types of contributions that will lead to greater professional growth, recognition, and rewards;
 - Recognizing relevant talents, capabilities, and achievements;
 - Identifying job performances that were below expectations that shall be addressed during the next evaluation period.

- (d) Performance evaluations shall document in writing consideration of:
- Job performance relative to established criteria during the evaluation period;
 - Professional development and future expectations.

The Provost, or other relevant vice president, vice provost, or dean of each division, school, or college is responsible for an annual evaluation of all Academic Professionals employed within his/her unit. The evaluation shall be conducted according to the guidelines established by the University. The guidelines shall be available on the Office of Human Resources website. The University will seek input from Academic Professionals and the Association if substantial changes are contemplated.

Section 9. Flexible Work Schedules

- (a) Academic Professional staff members throughout the University may have, as indicated below, flexible work schedules. For example, Academic Professionals often travel on University business and/or work evenings and weekends. A flexible work schedule is defined as having established working hours different from the standard 8:00 a.m. to 5:00 p.m. Monday through Friday schedule, to be followed by an employee for an agreed upon period of time.
- (b) Employees interested in flexible work schedules should make a request in writing to their supervisor. Administrators of Academic Professionals are responsible for the work schedules in their units. They have the discretion to consider flexing employee schedules when requested and if suitable for positions in their area. In many cases flexible work schedules may be a positive option benefiting the Academic Professional and the Department; however, in some cases it may not be practical. For more information about flexible work schedules (including other requirements, suitability, and the approval process), please see the Human Resources website at www.pdx.edu/hr.
- (c) For full-time overtime-exempt Academic Professionals, the workload is expected to be approximately 2080 hours per year. Overtime-exempt Academic Professionals have no expectation of receiving additional salary for hours that exceed this number. The Association and the University acknowledge that the amount of work may cycle with time of year, specific assignments, and/or other situational demands. In the event that an overtime-exempt Academic Professional's workload is unusually high for some period of time, it is often appropriate to provide additional flexibility in order to balance out the Academic Professional's work commitment. In such cases, the Academic Professional must work in cooperation with the relevant supervisor to determine when and how such adjustments will be made. (For example, an employee's schedule in subsequent weeks could be adjusted; or, if the workload increases cyclically, there could be a subsequent decrease in work schedule.) This is not intended as an hour-for-hour adjustment, but rather as a mechanism to provide flexibility in an overtime-exempt Academic Professional's work schedule in keeping with work-life balance ideals. It is not necessary for exempt employees to maintain complex records of hours worked.
- (d) During the period of this agreement the Human Resources department will, upon request, provide training for Academic Professionals and their supervisors to promote the availability of flexible scheduling and the application of Wage and Hour Law. Specifically, the training will cover compliance requirements of federal and state wage and hour law and other contractual obligations as they pertain to employees when they travel for University business, work evenings, and/or work weekends. This is an effort (1) to ensure that administrators of Academic Professionals and Academic Professionals themselves properly report hours through University time sheets and roster forms; and (2) to guide the consistent handling of these procedures across all units with Academic

Professionals throughout the University. Academic Professionals, their supervisors, and/or the Association may request such training.

Section 10. Workload

- (a) Academic Professionals shall not be assigned an unreasonable or excessive workload.
- (b) If an Academic Professional has concerns regarding workload, the employee is encouraged to raise the concerns with the relevant supervisor, who shall meet with the employee to discuss the concerns. This meeting will take place within a reasonable period of time and will include a discussion about workload and priorities with a goal of a shared understanding about the work. If an Academic Professional is not satisfied with the meeting outcome, an ad-hoc committee, comprised of the employee, the supervisor, Human Resources and the Association shall meet to discuss the concerns and seek to agree upon a resolution. If a resolution is not reached by the ad-hoc committee, the Association may file a grievance at Step Three of the grievance process described in Section 5 of Article 28 (RESOLUTION OF DISPUTES).
- (c) If such grievance is not resolved at Step Three of the grievance process, the Association may submit the matter to arbitration as described below. Notice of intent to arbitrate (Appendix D) must be filed with the President of the University within twenty (20) working days of the date of the decision at Step Three. If no notice of intent to arbitrate is filed within the time limit, the right to arbitrate is thereby waived. The arbitrator is to be chosen as provided in Section 3, Division C of Article 28 (RESOLUTION OF DISPUTES). The hearing shall be held on a mutually agreeable date in Portland, Oregon unless otherwise agreed to by the parties. The hearing shall commence within sixty (60) working days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time. The arbitration is to be conducted without court reporter transcripts or briefs. In considering whether this Section 10 has been violated, the Arbitrator shall not be precluded from reviewing the contract as a whole. Each individual's case will be decided on its own merits and grievance/arbitration decisions arising under this Section 10 shall not operate as a precedent for other cases. The arbitrator shall issue a written award but no opinion. The sole and exclusive remedy for the University's violation of this Article 10 shall be limited to a prospective cease and desist order. All fees and expenses of the arbitrator shall be divided equally by the University and the Association. Each party shall bear the cost of preparing and presenting its own case.
- (d) Except for violations of the process described herein or as otherwise expressly stated in this Section 10, disputes arising under this Section 10 are not subject to Article 28 (RESOLUTION OF DISPUTES). Nothing herein limits the ability of the Association or a member to bring a grievance (contractual or non-contractual), file a complaint or otherwise seek a remedy under any other provision of this Agreement, an applicable University policy, or any other applicable law or rule.
- (e) In the event of multiple issues arising under this Section from any particular University unit, the parties agree to discuss such issues in the Labor/Management Committee.

Section 11. Career Mobility

- (a) The University supports mobility of its employees within the University as part of providing employees with varied experiences and opportunities for growth. Academic Professionals are encouraged to consider and pursue other job opportunities within the University when interested in doing so. Academic Professionals are encouraged to pursue informal dialogue with other departments to learn about such opportunities. In all cases, it is the employee's responsibility to make proper application for an available position.

- (b) In order to provide opportunities to current Academic Professionals, all Academic Professional positions will be posted internally for at least ten (10) working days before being posted for external candidates. Departments are encouraged to provide potential internal candidates with the expected salary range in order to better enable the applicant to make a well-informed decision about pursuing the position.
- (c) Any current Academic Professional who meets the minimum required qualifications for an open Academic Professional position and who applies within the required time period will be afforded a first round interview for the open position. Following the interview, the Academic Professional will be notified regarding his or her status as a candidate. The Academic Professional may be offered the position, may be told that an external search will move forward and that the Academic Professional will be included in the pool of candidates, or may be told that he or she is not moving forward in the process. If the Academic Professional is offered the open position, the hiring manager and Academic Professional will meet to discuss and negotiate salary, taking into account the Academic Professional's experience and the requirements of the position. External candidates will not be interviewed until Academic Professionals who have applied for the position within the required period of time have had a reasonable opportunity to be interviewed for the position.
- (d) There shall be no retaliation against any Academic Professional for considering or seeking other employment at the University.

Article 18. NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY

Section 1. Introduction

- (a) The University and the Association recognize that in order to maintain a vital university culture we must develop a primarily tenured and tenure-track faculty, protect participatory governance structures, guarantee the diversity of our faculty, and assume the rights and responsibilities of academic freedom. The University and the Association acknowledge that a reasonable assurance of continued employment provides for a highly qualified faculty and protects academic freedom essential to the integrity of teaching and scholarship.
- (b) The University acknowledges the value of the services of non-tenure track instructional and research faculty, the need for continuity of services, and the benefits that follow from the employment of non-tenure track term instructional and research faculty in commitment to the institution, to strong programs, to consistent advising, and to retention. Non-tenure track faculty are ensured the inherent rights of academic freedom and they recognize the accompanying responsibilities.
- (c) Definition of Non-Tenure Track Faculty. Non-tenure track faculty, are faculty members who are not on tenure-track appointments, but whose appointments are at least .50 FTE annualized. These appointments are primarily for instruction and research as described in the position descriptions. Non-tenure track instructional faculty will be employed on a continuous basis after completion of a probationary period, as provided in Section 2 below, unless a fixed-term appointment is appropriate, as provided in Section 3 below, Non-tenure track research faculty will be employed as provided in Section 5 below.

Section 2. Non-Tenure Track Instructional Faculty Continuous Appointments

- (a) The University and the Association recognize that non-tenure track instructional faculty are, even in a first year of employment, an essential and integrated part of a department's or program's staff. Initial

appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the Department Chair.

- (b) Probationary Period. Non-tenure track instructional faculty members will be employed on annual contracts during the first six (6) years of employment as non-tenure track instructional faculty members. Annual contracts during the probationary period will automatically renew unless timely notice is provided. Notice of non-renewal of an annual contract during the probationary period must be provided by April 1 of the first year of the probationary period and by January 1 of the second through fifth years of the probationary period, effective at the end of that academic year.
- (c) Evaluation during Probationary Period. Non-tenure track instructional faculty members are to be evaluated annually during years 1 through 5 of the probationary period, pursuant to guidelines as provided in Section 6 below.
- (d) Evaluation for Continuous Appointment. In year 6 of the probationary period, non-tenure track instructional faculty members are to be evaluated for continuous appointment, pursuant to guidelines as provided in Section 6 below. Prior to the end of the final academic year of the probationary period, a non-tenure track instructional faculty member is to be awarded a continuous appointment or provided twelve (12) months' notice of termination of employment.
- (e) Terms of a Continuous Appointment. For purposes of this Article, a "continuous appointment" is an indefinite appointment that can be terminated only under the following circumstances:
 - 1. Pursuant to Article 22 (Retrenchment).
 - 2. When a sanction of termination is warranted and imposed pursuant to Article 27 (Imposition of Progressive Sanctions).
 - 3. Due to a change in curricular needs or programmatic requirements made in accordance with applicable shared governance procedures. In such a case:
 - i. As soon as practicable, but no later than 60 days prior to issuing a notice of termination, the Department Chair must provide written justification for the decision and explanation of the applicable shared governance procedure to the faculty members, the Dean, the Provost and the Association.
 - ii. If the employment of multiple faculty members in equivalent positions, and with equivalent position-related qualifications, skills and expertise, are to be terminated due to the same change in curricular needs or programmatic requirements, then lay-off shall be in order of seniority. Faculty will be laid off in inverse order to length of continuous service at the University.
 - iii. The faculty member is to be given at least six months' notice of termination of employment, with such termination effective at the end of the academic year.
 - iv. The School/College will make a good faith effort to find a comparable position within the University for the faculty member.
 - v. If the reason for the decision that lead to the layoff is reversed within three years from the date that notice of termination was provided to the faculty member, the affected faculty members will be recalled in inverse order of layoff. To exercise recall rights, a faculty member must:
 - a. Notify Human Resources in writing, within 30 days of the termination notice, of intent to be placed on the recall list. If/when there is a need for a recall list, the parties agree to meet promptly for the purpose of negotiating a process for administering the recall list.
 - b. Inform Human Resources of any change in telephone, email or address.

- c. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association, of the recall.
 - d. The recalled faculty member will have ten (10) working days to accept or reject the position. Failure to contact Human Resources within ten (10) working days will be considered a rejection of the position.
 - e. A recalled faculty member who rejects a position will be removed from the recall list.
 - 4. If the faculty member receives an unsatisfactory evaluation and fails to remediate the deficiencies during the subsequent academic year, as provided in paragraph (g) below.
- (f) **Evaluation Following Continuous Appointment.** Faculty on a continuous appointment are to be evaluated every three years following continuous appointment, pursuant to guidelines as provided in Section 6 below. In the event of an unsatisfactory evaluation, the evaluation shall identify the deficiencies that require remediation and may make recommendations for improvement. Following an unsatisfactory evaluation, a remediation plan will be developed as provided in paragraph (g) below.
- (g) **Remediation Plans for Faculty on Continuous Appointment.**
- 1. In the event of an unsatisfactory evaluation, the faculty member and department chair will meet to discuss the deficiencies identified in the review. Following the meeting, the chair will develop a remediation plan to address the deficiencies. If the faculty member disagrees with the remediation plan, the faculty member may appeal to the dean or the dean's designee, who shall review the plan and make the final decision regarding the contents of the plan. The remediation plan is to be developed before the end of the academic year in which the unsatisfactory evaluation occurred. If the chair and faculty member identify resources that would assist with the remediation plan, a request for access to such resources will be made to and considered by the Dean. Resource unavailability could result in modification or extension of the remediation plan.
 - 2. Progress on the remediation plan is to be assessed and communicated on a regular basis during the subsequent academic year. At a minimum, the chair and the faculty member will meet near the beginning of the fall term to review the remediation plan and near the end of the fall term to review the faculty member's progress on the remediation plan. Prior to the end of fall term, the chair is to provide the faculty member with a written assessment of progress on the remediation plan, which includes identification of issues that have not yet been successfully remediated.
 - 3. At any point in the process, the chair can determine that the remediation plan has been successfully completed, at which time the chair shall notify the faculty member and conclude the remediation process.
 - 4. Around the end of the winter term of the academic year following the unsatisfactory evaluation, the chair is to notify the faculty member whether the remediation plan has been successfully completed. If the plan has not been successfully completed, the chair may either extend the plan for an additional academic term or provide the faculty member with notice of termination. A remediation plan may be extended by the chair for up to three academic terms. A notice of termination provided under this section shall be provided to the member, Dean, Provost and the Association and shall be effective no sooner than the end of the subsequent academic term.
- (h) Non-tenure track instructional faculty hired on or before April 4, 2016 will be converted to continuous appointment or be eligible for continuous appointment, shall be evaluated, and are

otherwise subject to, the provisions of Letter of Agreement 12, which is incorporated into this Agreement.

Section 3. Non-Tenure Track Instructional Faculty Fixed-Term Appointments.

The University and the Association recognize that circumstances occasionally warrant the hiring of non-tenure track instructional faculty on a fixed-term appointment for a specific and limited period of time. For example, a fixed-term appointment is appropriate for visiting faculty, to fill a temporary vacancy (such as a vacancy caused by another employee being on leave or pending a search for a vacant position), when a program is newly established or expanded, when the specific funding for the position is time-limited, or for a specific assignment or to fill a discrete need that is not expected to be ongoing. The letter of offer for a fixed-term instructional faculty appointment shall state the reason that warrants the fixed-term appointment. In the event that the University intends to extend a fixed-term appointment beyond three years of continuous service, the University will provide notice to the Association at least 60 days in advance of the extension. In the event that a fixed-term instructional faculty member is to be appointed to a position eligible for a continuous appointment, the University will notify the Association and the parties agree to discuss, as necessary, the appropriate probationary period and whether any time served as a fixed-term faculty member is to be credited to the probationary period.

Section 4. Non-Tenure Track Instructional Faculty Offer and Position Descriptions (Continuous Appointment and Fixed-Term Appointment).

- (a) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for non-tenure track instructional appointments. (See Appendices E and H.) For non-tenure track instructional appointments, 1.0 FTE will include no more than 36 course credits of assigned teaching per academic year. Assigned university/ community/ professional service and scholarly work shall not exceed ten percent (10%) of an instructional non-tenure track faculty member's workload without a reduction in instructional load.
- (b) The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track instructional appointments will include the following information: whether the appointment is eligible for continuous appointment or fixed-term, appointment start date, appointment end date (for fixed-term appointments only), the reason warranting the fixed-term appointment (for fixed-term appointments only), FTE, annual salary rate, actual salary, teaching assignment (including, where possible, the list of courses to be taught and the location of those courses if not on the downtown University campus), whether the appointment is renewable, and any expectations for research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.
- (c) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track instructional faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 5. Non-Tenure Track Research Faculty Appointments

- (a) The University and the Association recognize that non-tenure track research faculty are, even in a first year of employment, an essential and integrated part of a department's or program's staff.

Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the chair.

- (b) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for non-tenure track research appointments (See Appendix G). Assigned university/community/professional service and instructional work shall not exceed ten percent (10%) of a non-tenure track research faculty member's workload without a reduction in the research load.
- (c) The University, at its discretion, may offer non-tenure track research faculty members appointments that are appropriate based on the specifics of the position. For instance, non-tenure track research faculty members may be employed for a fixed term, for a period of time that runs the length of a particular grant, or an ongoing appointment (without a fixed end date) that is contingent on the continued availability of external funding. In all such cases, the appointment must provide the member with at least thirty (30) days of notice of early termination of the employment (although greater notice is encouraged when possible). No member who achieved seniority status and was provided a multi-year appointment under the terms of the collective bargaining agreement in effect prior to April 4, 2016 will be provided a shorter appointment as a result of the 2016 revisions to this Article.
- (d) The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track research appointments will include the following information: appointment start date, appointment end dates (if any), FTE, annual salary rate, actual salary, whether the position is grant or contract funded, the potential grounds for early termination and the required period of notice of early termination (which may not be less than thirty (30) days), whether the position is non-renewable, research assignment and any expectations for additional research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.
- (e) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track research faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 6. Reviews of Non-Tenure Track Instructional and Research Faculty

- (a) The Faculty Senate is responsible for the development of guidelines governing the evaluation of non-tenure track faculty, including evaluations that occur prior to, at the time of, and following continuous appointment. Each Department/Academic Unit shall establish and maintain guidelines for review of non-tenure track instructional and research faculty bargaining unit members that are consistent with guidelines developed by the Faculty Senate. Nothing in this provision affects or alters the Association's ability to file a grievance, as provided in Article 28 that alleges a violation of such guidelines.
- (b) The guidelines must, at a minimum:
 - a. Be in writing and be made available to members;
 - b. Require each department to identify the committee(s) responsible for the evaluations;
 - c. Establish job-relevant evaluation criteria and require the criteria to be in writing;

- d. Provide that the results of the review be in writing and provided to the member;
- e. Provide that the member is entitled to meet with the reviewers;
- f. Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review;
- g. Provide that the member may submit relevant materials to the reviewers;
- h. Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines;
- i. Provide that the member is to have reasonable notice of the evaluation; and
- j. In a department with more than one non-tenure track faculty member, provide that at least one non-tenure track faculty member will be on the review committee.

Section 7. The University will publish a chart including but not limited to the types of leaves, awards, grants, and appointments for which non-tenure track faculty are eligible.

Section 8. Nothing in Article 18 shall be construed as superseding Article 22 (RETRENCHMENT).

Article 19. PROFESSIONAL DEVELOPMENT AND SUPPORT

Section 1. Introduction.

The University recognizes that adequate supporting services are necessary for effective scholarship and professional development. All faculty, including tenure-related faculty, non-tenure track faculty and academic professionals, are encouraged to participate in activities that enhance their professional development.

Section 2. Faculty Development Program.

In order to support scholarship and professional development the University shall fund a multifaceted Faculty Development Program that reflects both the need for members to fulfill the tasks of scholarly and scientific research, writing, teaching, advising, supporting student health and wellness and all other aspects of the mission of the University. All members, including tenure-related faculty, non-tenure track faculty and academic professionals, shall be eligible to apply for and receive funds through this program. The Faculty Development Program, as allocated in Section 4, will be administered by the Faculty Development Committee (a Faculty Senate committee), with oversight by the Provost or the Provost's designee. The Committee shall be composed of members selected by the Committee on Committees (a Faculty Senate committee) and representative of the breadth of the university faculty including tenure-related faculty, non-tenure track faculty and academic professionals.

Section 3. Individual Professional Development Account (IPDA) Program.

- (a) The University and the Association support continuing professional development for members in teaching, scholarship, service and other job-related professional development opportunities. Members are encouraged to participate in activities that enhance their professional development. To that end, Individual Professional Development Accounts (IPDAs) shall be maintained and funded as provided in this Section.
- (b) Beginning July 1, 2016, an IPDA will be maintained for each member. At the beginning of the fiscal year, each IPDA will be credited (prorated by FTE) as follows:

Tenure-Related Faculty	\$1000
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Non-Tenure Track Faculty	\$600
Academic Professionals	\$500

(c) Beginning July 1, 2018, each IPDA will be credited (prorated by FTE) at the beginning of the fiscal year as follows:

Tenure-Related Faculty	\$1100
Non-Tenure Track Faculty	\$600
Academic Professionals	\$500

- (d) A member may utilize funds in an IPDA for activities that support the job-related professional development of the member. The use of IPDA funds is subject to the pre-approval of the member's supervisor and to all applicable University policies and procedures regarding the appropriate use and documentation of University expenditures. Examples of such use could include, but are not limited to, travel for the presentation of scholarly work, conference fees and travel, professional organization fees, professional licensure or certification requirements, acquisition of specialized equipment (such as laboratory or art supplies), tuition and/or fees, subscriptions and books, submission fees, and relevant training and continuing education opportunities.
- (e) Unused funds in an IPDA shall automatically roll over at the end of each year for four years. Funds not used after four years may roll over for a longer period of time, upon good cause shown and upon request of the member and approval of the Dean. Funds unused after four years or remaining in a member's account upon termination of employment shall revert to an account within the relevant college, school or other University unit and be used by the Dean for other professional development-related purposes. A member who transfers within the University to another position in the bargaining unit will not lose access to accumulated IPDA funds as a result of the transfer.
- (f) At the end of each fiscal year in which IPDA funds have reverted to a college, school or other unit, the Dean of such unit shall provide a report to the Office of Academic Affairs and the Association regarding the reverted funds and the use of such funds.

Section 4. Professional Development Allocations.

For fiscal years 2015-2016, 2016-2017 and 2017-2018, the University will allocate \$650,000 annually for the Faculty Development Program. For fiscal year 2018-2019, the University will allocate \$675,000 for the Faculty Development Program.

For fiscal year 2015-2016, the University will allocate \$500,000 for professional travel, which will be allocated pursuant to the lottery process in place at the beginning of the 2015-2016 fiscal year. In subsequent years, the University will fund IPDAs as provided in Section 3 above.

Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION

Faculty are becoming increasingly involved in distance learning, web-based courses, and other education and training programs that have implications concerning the use and ownership rights of intellectual property.

The University and the Association agree to follow applicable University Standards and policies, Federal Law, and State Law that govern intellectual property rights of faculty. Both parties agree that governance

and ownership of intellectual property rights and responsibilities do not change as a result of the medium of delivery or storage (e.g. on-line, electronic media).

The University agrees to provide as a resource the Director of Innovation and Intellectual Property to faculty members who have questions and/or concerns about the use or misuse of intellectual property rights. Faculty may also contact the Association about these matters.

The University and the Association agree to facilitate and conduct intellectual property awareness and education sessions that will reinforce the rights and responsibilities of Portland State employees including faculty and administration.

Article 21. STRIKES AND LOCKOUTS

Section 1. For the duration of this Agreement, the Association, on its own behalf and on behalf of members of the bargaining unit, agrees not to participate or engage in, aid, or assist any strike concerning a 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 for the purposes defined in ORS 243.650(22). 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. Nothing contained in this Article 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. In the event of a violation of this Article, the Association upon request of the University, shall immediately use its best efforts to effect the return to normal work routine of the members involved.

Section 3. For the duration of this Agreement, the University agrees that it will not lock out members of the bargaining unit.

Article 22. RETRENCHMENT

Definition: In this Article "Department" will be used to refer to departments, programs, or other similar administrative units. The Library will be treated as a single unit for purposes of this Article.

Section 1. In a viable, complex, and multifaceted university, it may be necessary to adjust departments and staff. Historically, these adjustments have been accomplished by attrition and by not renewing appointments in specific departments. The provisions of this Article and accompanying procedures do not apply to this historical practice.

The modification of departments generated solely by changes in curricula or in the educational programs or mission of the University is accomplished through usual curricular mechanisms and the provisions of this Article likewise do not apply.

Section 2. The President of the University may declare that a condition of financial exigency exists, or that a condition requiring departmental reductions or eliminations exists, after fulfilling the requirements of University Standard 580-021-0315 and this Article.

- (a) A condition of financial exigency may be declared if the President finds that the University's budget has insufficient funds to do all of the following:
 - 1. maintain all essential programs and services;
 - 2. finance the full compensation of all tenured faculty;
 - 3. finance the full compensation of faculty on fixed-term appointment until the end of the period of appointment;
 - 4. finance the full compensation of all other faculty until the end of an appointment, including the providing of timely notice.

- (b) A condition requiring reduction or elimination of a department may be declared if the President finds that institutional operations within a reduced budget, or failure to reallocate funds, would result in a serious distortion of the academic or other essential programs and services of the University if retrenchment procedures were not implemented.

Recognizing the requirements of University Standard 580-021-0315 for prior consultation with the Board of Trustees, the parties agree that factual disputes regarding the existence of a condition of financial exigency or the existence of a condition requiring reduction or elimination of a program or department shall not be subject to the grievance, contract dispute resolution, or arbitration articles of this Agreement. An allegation that procedures set forth in this Article were not adhered to is a proper subject for a grievance.

Section 3. Before deciding to declare a condition of financial exigency, or to reduce or eliminate a department, the President or designee shall consult with appropriate faculty councils.

- (a) At any time that the President finds that the University's financial condition is such that a declaration of financial exigency or of departmental reduction or elimination may become unavoidable, the President shall promptly notify the Association and the members of the bargaining unit.

- (b) After issuance of such notice of Section 3(a), appropriate representatives of the University shall offer to meet with representatives of the Association for the purpose of presenting and discussing a full description and analysis of the financial condition of the University. If Association representatives fail to accept within a reasonable time an offer to meet, the University shall have no further obligation to consult with the Association or hear their views under the provisions of this Article.

- (c) After the issuance of such notice of Section 3(a), the President or designee shall present a full description and analysis of the financial condition of the University at a regular or special meeting of the Faculty Senate, and to such other faculty councils as the President may deem appropriate.

- (d) When the meetings provided for in Section 3(b) and (c) above are held, a time will be established when comments and recommendations will be due in the President's Office. The time allowed for such consideration will be at least thirty (30) days unless the President finds and states that circumstances require a response in a shorter period of time.

The President will give thoughtful consideration to such comments and recommendations as are submitted by the established time; and will engage in such further discussions, including efforts to reconcile varying points of view, as he may deem useful. The President or designee will, at the Association's request, meet with representatives of the Association to hear and discuss the Association's comments and recommendations.

The parties agree to use their good offices to facilitate Senate consideration, and further agree that the Senate, at its discretion, may hear and consider the views of any person or organization during their deliberations of these matters.

- (e) In reaching a decision whether to declare a condition of financial exigency or a condition requiring departmental reduction or elimination, the President will consider, among other matters, institutional guidelines concerning the mission and educational development of the institution; departmental effectiveness and productivity; enrollment historical, current and projected; the state of development of departments; the balance between academic personnel and other elements of the budget; the dependence of other departments in the University on the department proposed for reduction or elimination; and the availability of similar programs and services elsewhere in the community.
- (f) After fulfilling the requirements of Sections 2 and 3 of this article, the President may declare that a financial exigency exists or that the reduction or elimination of a department is necessary.

Section 4. After a declaration is made, a provisional plan will be announced and an opportunity provided for faculty and the Association to comment on the plan, including suggesting alternatives for amelioration of the financial condition. The provisional plan will include tentative assignments of reductions to departments and the time by which responses are to be submitted. The time allowed for such considerations shall be at least thirty (30) days unless the President finds and states that circumstances require a response in a shorter period of time. During this time the President will receive and consider such comments and recommendations from the Faculty Senate as the Senate chooses to submit.

The Association, and the members in the department assessed a budget reduction in the provisional plan, may make recommendations within the time allotted concerning the manner in which the tentative reductions are to be accomplished. Forms of budget curtailment which may be proposed and considered include, but are not limited to, voluntary leaves of absence, shared appointments, temporary salary reductions, temporary reductions in FTE, layoffs for fixed period, and indefinite layoffs.

If the final plan being considered by the President will result in the layoff of more members than recommended by the department, the President or designee shall meet with members of the department (or representatives thereof) for further discussion of departmental recommendations.

Following completion of the procedures outlined above, the President will announce a final plan and will notify departments to be affected of the amounts and nature of reductions to be applied.

Section 5. Prior to the effective date of layoff of any member on continuing appointment, a good faith effort shall be made by the Administration to place that member in another instructional or non-instructional position within the University. If this effort fails the Administration shall make reasonable efforts to assist the member in finding suitable employment elsewhere.

- (a) If the President's final plan (Section 4) includes layoff of instructional and/or research faculty, the order of layoff within a department shall be as specified in Subsections (b) and (c) below. If the President's final plan (Section 4) includes layoff of academic professionals, the order shall be as specified in (c) below. However, this order shall be modified to ensure:
 1. the ability of the remaining faculty and academic professionals to meet adequately the needs of the department, including the need for various areas of specialization, and
 2. compliance with the University's Affirmative Action Program and Goals.
- (b) Order of layoffs for instructional and research faculty within a department:

1. fixed-term faculty
2. non-tenure track faculty prior to continuous appointment
3. non-tenure track faculty on continuous appointment
4. faculty on annual tenure
5. faculty on indefinite tenure.

- (c) Within each of the categories above in Subsection (b)1-5 for instructional and research faculty, layoffs shall be made in inverse order to the length of continuous service at the University. Within an academic professional position within a department, layoffs shall be made in inverse order to the length of continuous service at the University. ("Length of service" shall include time spent on sabbatical leaves.)

The President's decisions affecting order of layoff shall be based on departmental recommendations made in accordance with existing departmental procedures. These recommendations shall be submitted in a timely manner through the appropriate dean or vice president; but if no timely recommendations are received from the department, the President may receive recommendations from the appropriate dean or vice president.

- (d) Although a member may be laid off, no member of the bargaining unit shall be terminated as a result of financial exigency or departmental reduction or elimination except as provided in Subsection (h) below. Members who have been laid off shall retain all the benefits and privileges of a member on official leave without pay, if any, except that the University's obligation to recall from layoff is specifically limited to the conditions set forth below.
- (e) A department in which a layoff is in effect pursuant to this Article may not (a) hire new tenure-related faculty until all tenure-related faculty eligible for recall in that department have been offered recall; (b) hire new non-tenure track instructional faculty eligible for continuous appointment until all non-tenure track instructional faculty members on or eligible for continuous appointment have been offered recall; or (c) hire for an academic professional position until all persons who had been in that position have been offered recall. However, the restrictions of this paragraph do not apply if the failure to hire new employees would seriously impair the ability of a department to meet its needs as determined in Section 5(a)1 above at the time layoff decisions were made, or if the President finds and declares after receiving and considering a departmental recommendation reviewed by the appropriate dean and vice president that failure to do so would seriously impair the department's ability to meet adequately its current needs, including the needs for various areas of specialization.
- (f) A member recalled from layoff shall be offered reemployment at the same rank and at a salary rate not less than that which the member was receiving at the time of layoff.
- (g) Any offers of reinstatement within a department shall be made in inverse order to the order of layoff. The member will have thirty (30) days from the date the offer is sent in which to accept the offer. If no acceptance is received in writing within the thirty- (30) day period, the member will be deemed to have declined the offer and the University will thereafter have no further obligation to the member. It is the responsibility of the member to keep the University apprised of a current mailing address.
- (h) Faculty on indefinite tenure who have not been reemployed as of June 15 of the year following five (5) full academic years after layoff shall be deemed to have been given timely notice and their employment will have been terminated as of the June 15 date. Non-tenure track instructional faculty on continuous appointment who have not been reemployed as of June 15 of the year following three (3) full academic years after layoff shall be deemed to have been given timely notice and their employment will have terminated as of the June 15 date. Faculty on annual tenure and non-tenure

track instructional faculty still in the probationary period who have not been reemployed as of June 15 of the year following two (2) full academic years after layoff shall be deemed to have been given timely notice and their employment to have been terminated as of the June 15 date. The employment of faculty on fixed-term appointments who have not been reemployed as of the date of the end of their term of appointment shall be deemed to have been terminated on that date. The employment of an academic professional who has not been reemployed as of one year following the notice of layoff shall be deemed to have been terminated on that date.

- (i) In cases of layoff resulting from financial exigency the Administration shall make every effort to provide timely notice to affected members of the bargaining unit.

Article 23. RETRENCHMENT HEARINGS

This article provides hearing procedures for layoff (not for cause) rising out of deliberations concerning financial exigency or program reduction or elimination.

Section 1. A member who is laid off or whose salary is reduced as a result of decisions made under Article 22 (RETRENCHMENT) shall be given by the University a statement describing (a) the basis for the layoff or salary reduction, (b) the manner in which the decision was made, and (c) the information and data relied upon in reaching the decision. A member who receives such notice shall have the right to a hearing.

The hearing shall be before a committee of three (3). The committee shall consist of one (1) member named by the President, one (1) member named by the Association, and a hearings officer chosen by agreement between the President and the Association. If the President and the Association are unable to agree on a hearings officer, they shall request the ERB to provide a list of qualified hearing officers. From this list, a hearings officer shall be chosen in the same manner as an arbitrator is to be chosen under Article 28, Division C (ARBITRATION).

Section 2. The member requesting the hearing shall have the right to counsel.

Section 3. The member may choose whether to have an open or a closed hearing.

Section 4. Within fifteen (15) days of receipt of notice of layoff, the member shall file with the President of the University a request for a hearing, which shall identify the allegation to be made in the hearing.

Section 5. The scope of these hearings is limited to allegations that the decision to layoff or to reduce the salary of a member was arbitrary or not made in good faith or that new evidence justifies a reconsideration of such a decision.

Section 6. The committee shall issue a report within thirty (30) calendar days after the conclusion of the hearings. Committee recommendations shall be sent to the President of the University for action. The President may remand the matter to the Committee for further proceedings. The President will announce his decision within thirty (30) calendar days after receiving the Committee's original recommendations or those submitted after remand.

Section 7. If the President takes no action within thirty (30) calendar days after receipt of the final Committee report, or if his action does not provide redress for the member, the member may appeal to the Board of Trustees.

Article 24. WORKING CONDITIONS

The University is committed to creating and maintaining conditions that are conducive to the health and safety of its employees. The University is also committed to creating an institutional climate that values and supports its faculty and to helping its members balance their work, educational, and family responsibilities.

Section 1. The University will forward to the Association reports regarding the maintenance of standards prescribed for air and water quality, safe working conditions, seismic safety, and vector control. A faculty member 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 to the appropriate University administrator.

Section 2. The University and the Association will work together to clarify and publicize faculty members' rights and responsibilities regarding student conduct, including informing faculty members of the Student Conduct Code and the appropriate routing of concerns regarding student conduct. To the extent possible under law, the University will notify the Association of faculty reports of incidents of threatening student conduct filed with Campus Public Safety or Enrollment Management and Student Affairs.

Section 3. It is the responsibility of every member of the Portland State University community to conduct him or herself in accordance with PSU's Professional Standards of Conduct policy, as posted on the PSU Human Resources website. Each department head, manager, supervisor, employee, and faculty member is responsible for creating and maintaining an atmosphere free from harassment, violence, and retaliation. Harassment, including verbal harassment and threatening or violent behavior are prohibited.

Section 4. If a faculty member believes in good faith that his/her present office or classroom assignment presents a clear danger to his/her health and/or safety, he/she may request a temporary reassignment. The University shall promptly respond to such a request and shall make every effort to accommodate the request.

Section 5. The University recognizes the importance of individual office space for instructional faculty members. The University also recognizes the increasing importance of educational media and information technology and its applications to effective teaching, learning, research, and communication; the University will offer the appropriate in-service training. The Association acknowledges that instructional faculty are responsible for obtaining appropriate technological and pedagogical training in the application and use of instructional technologies for teaching.

- (a) The University will provide e-mail and internet access to all represented members.
- (b) The Association and the University agree that the following are to be considered the minimum office components for bargaining unit instructional faculty:

Desk and office chair	Side chair
Bookcase or book shelves	File cabinet (with lock)
Waste basket	Telephone (with voice mail access)
Personal computer* (adequate for normal internet access, word processing, and use of e-mail)	

[*In some cases, shared access to personal computers may be adequate.]

- (c) Annually by October 1, the University, in consultation with a committee appointed by the Office of Academic Affairs, will review the list of the minimum components for an instructional faculty office. All departments will be notified of the minimum faculty office components.
- (d) Annually by November 1, each department will submit to the Office of Academic Affairs a list of the faculty members whose work environments lack the minimum components of an instructional faculty office. Annually by December 1, the University will provide the Association with a list including an itemization of the minimum components of a faculty office deemed to be lacking for each individual faculty member.
- (e) The University will provide the Association with the results of all surveys on faculty working conditions, educational media services, and information on technology/computer resources within one month of completion.

Section 6. Departments that offer courses for academic credit off campus and outside the Portland metropolitan area shall develop procedures to insure that faculty have a written agreement that outlines the obligations and responsibilities of both the faculty member and the Department.

Section 7. Individuals teaching off campus shall be reimbursed for incidental course-related expenses by the department credited with offering the off-campus assignment. Expenses in excess of \$50.00 require prior approval by the department chair or designee.

Section 8. If a member voluntarily resigns, the University will notify the member of their right to request an exit interview. Employees who are still members of the bargaining unit at the time of the exit interview may choose to bring an Association representative with them to the interview.

Article 25. PARKING

Section 1. General permit parking designated for faculty and staff only will be provided in the following Portland State University locations. The designated areas will be marked with signage.

- Parking Structure 3 (24 spaces)
- Parking Structure 2 (23 spaces)
- University Center Garage (44 spaces)
- Extended Studies Lot (24 spaces)

Section 2. Location specific: The following numbers of parking permits are available for sale, at the location-specific rate, to faculty and staff in the following Portland State University locations. Faculty and staff will be given priority to purchase these permits.

- Fourth Avenue Garage (196 permits)
- University Place Lot (100 permits)

Section 3. In order to promote better use of University facilities by bargaining unit members, the University supports the concept of parking flexibility. Flexibility will make it convenient for faculty to spend more time on campus. Recognizing the value of flexibility in the kinds of parking permits made available, the University shall extend to faculty all of the various parking options now available to students.

Article 26. HOLIDAYS AND UNIVERSITY CLOSURES

Section 1. The following days are paid holidays at the University: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day. Whenever a holiday falls on a Sunday, the following Monday will be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

Section 2. The President may declare additional days to be paid holidays when doing so is in the best interests of the University.

Section 3. In the event the University is closed due to inclement weather or short-term hazardous or emergency conditions, employees will not be expected to report for work unless otherwise notified by their supervisors or through the media on the day(s) of closure. All members shall be paid as though they had worked their normal schedule on such day(s).

IV. DISPUTE RESOLUTION—Articles 27 - 28

Article 27. IMPOSITION OF PROGRESSIVE SANCTIONS

Section 1. Just Cause.

If a member is subject to sanction for just cause, just cause for the imposition is defined as follows:

- (a) Failure to carry out responsibilities as defined in Article 4 (RESPONSIBILITIES OF THE MEMBERS).
- (b) Failure to perform the responsibilities of an academic staff member, arising out of one's particular assignment, toward students, toward the academic discipline, toward colleagues, or toward the institution in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities, and protecting the health and safety of persons in the institutional community. Evidence to demonstrate just cause under the standard set forth in this subsection may include, but is not limited to, evidence of incompetence, gross inefficiency, default of academic integrity in teaching, research, or scholarship, and intentional or habitual neglect of duty. [Although the effect of absence of teaching and/or research faculty is difficult to measure, unauthorized or unjustified absence from class, research, counseling activities, or other scheduled duties in excess of five (5) consecutive scheduled or regular working days is sufficient basis for monetary sanction.]
- (c) Cause as defined in University Standards 580-021-0325(1) and 577-041-0010(2).

Section 2. Progressive Imposition of Sanctions: Sanctions Available.

- (a) Bargaining unit members have the right to request the presence of the appropriate Association representative at any meeting that is or becomes an investigatory meeting that might result in sanction. When a bargaining unit member makes a request for the presence of an Association representative, the University has three options:

1. It can stop questioning until the representative arrives; or,
 2. It can cancel the meeting; or,
 3. It can tell the bargaining unit member that it will call off the meeting unless the bargaining unit member voluntarily gives up his/her rights to an Association representative.
- (b) The parties agree that sanctions, when imposed, will progress from minor to severe for repeated failure to meet professional obligations. However, in some circumstances, actions or omissions, which have resulted or will, result in irreparable harm to the academic community or members thereof, may require the imposition of severe sanctions in the first instance. Sanctions shall include oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, denial of salary increase, suspension without pay, denial of promotion, reduction in pay, reduction in rank, and discharge.

Section 3. Procedures for the Imposition of Sanctions.

- (a) **Sanction of Oral Reprimand.** The sanction of oral reprimand may be imposed by the appropriate administrative officer if the officer believes that there is just cause to warrant the sanction. The sanction of oral reprimand must be imposed within sixty (60) working days of the appropriate administrator's knowledge of the act, failure to perform, or condition on which the sanction is based.
- (b) **Sanction of Oral Reprimand with Notation to File.** The sanction of oral reprimand with notation to file may be imposed by an administrative officer if there is just cause to warrant the sanction. The sanction of oral reprimand with notation to file must be imposed within forty-five (45) working days of the appropriate administrator's knowledge of the act, failure to perform, or condition on which the sanction is based. After one (1) year from the date of an oral reprimand with notation in file, if no further sanction has been imposed against the bargaining unit member, the notation shall be removed from the member's file.
- (c) **Sanctions More Severe than Oral Reprimand.** Complaints alleging that a bargaining unit member has engaged in conduct such as to warrant the imposition of sanctions more severe than oral reprimand shall be filed with the President of the University or designee. Such complaints shall be in writing and shall state specifically the facts believed to constitute the grounds for the imposition of such sanctions. Upon receiving such written complaint, the President or designee shall, within ten (10) working days, refer it to an appropriate administrative officer and shall also have a copy of the written complaint delivered in person to the bargaining unit member and the Association or sent by certified mail to a last known address. If the administrator finds that there is no basis for a sanction, the administrator shall notify affected parties thereby terminating the process. The administrative officer shall fully explore the possibility of a settlement mutually acceptable to the bargaining unit member and the officer. If no mutual settlement is effected, the following procedures shall apply:
1. **Written Reprimand.** If there is just cause for a sanction more severe than an oral reprimand, a sanction of written reprimand may be imposed. After one (1) year from the date of a written reprimand, if no further sanction has been imposed against a bargaining unit member, the written reprimand or notation shall be removed from the member's file.
 2. **Sanction More Severe than Written Reprimand.** If there is just cause for a sanction more severe than a written reprimand, a notice of intent to impose severe sanction shall be served, either personally upon the member, or by certified mail (with return receipt requested) to the member's address of record and to the Association. The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s), and proposed sanction. In addition, the notice must inform the individual of procedural protections available including the right to a review and

an opportunity for a hearing before a committee of peers prior to the imposition of sanctions and the right to request the Association to file a grievance at Step 3 subsequent to the imposition of sanctions.

- (d) Suspension of the faculty member during the pendency of proceeding is justified only if immediate harm to the member or others is threatened by the member's continuance.
- (e) Within five (5) working days of the receipt of notice to impose severe sanction, a bargaining unit member may request a review and a hearing by an ad hoc committee of peers. The committee shall be constituted as follows: within two (2) working days of the receipt of the request for review, the President shall appoint one member, and the Association shall appoint a second member to serve; the two (2) members thus selected shall, within two (2) working days of their selection, choose a third member who shall serve as chairperson. The ad hoc committee shall within ten (10) working days of selection review the matter and hold a hearing, if requested, and shall within fifteen (15) working days of selection issue a report to the President stating whether in their opinion there is just cause to impose the sanction.
- (f) In the event a hearing is held, the following procedures shall apply:
 - 1. The bargaining unit member shall appear at the hearing and may be accompanied and assisted by other persons, including counsel and the Association.
 - 2. The University shall appear at the hearing and be represented by a person designated by the President. The University's representative may be accompanied and assisted by other persons, including counsel.
 - 3. Hearings shall be open unless closed by request of the bargaining unit member or requirement of law. A verbatim record of all hearings shall be made.
 - 4. During the hearing an opportunity shall be provided for the bargaining unit member and the University's representative to present brief opening and closing statements and for both parties to present evidence and testimony and to call and cross-examine witnesses.
 - 5. The chairperson of the ad hoc committee shall preside at the hearing and over the deliberations of the committee. The chairperson shall have authority to rule upon questions of admissibility of evidence and to exclude irrelevant, untrustworthy, and unduly repetitious evidence.
 - 6. The ad hoc committee shall describe the issues considered, make its findings of fact, and make its recommendations based on those findings in a written report to the President.
 - 7. Dissenting opinions, if any, by members of the ad hoc committee may be submitted with the report to the President.
- (g) The President shall upon consideration of the ad hoc committee's report impose the sanction or conclude the matter.
- (h) When the President or administrative officer has decided to impose a sanction, the Association may initiate the grievance and arbitration procedures provided for in this Agreement. The grievance would be filed at Step 3. The timeline requirements for filing a grievance shall begin to run from the date of the Association's and the bargaining unit member's notification of the sanction. In the event that the Association's notification date differs from the bargaining unit member's notification date, the later

date shall apply. In matters not involving academic judgments as defined in Article 28, Division B, Section 3 (RESOLUTION OF DISPUTES: GRIEVANCES), issues of procedure and substance may be grieved and arbitrated. In matters involving academic judgment, issues of procedure and sufficiency of evidence may be grieved and arbitrated.

- (i) Under no circumstances may the sanction of reduction in rank or discharge be implemented until the individual has exhausted available administrative remedies under this Agreement or fails to file a timely appeal from a decision on the grievance.
- (j) The University and the Association agree that the sanction procedures described in this Article shall be in lieu of those procedures described in University Standards 580-021 and 577-041, which shall have no application to members of the bargaining unit.
- (k) Notwithstanding the limitations prescribed in Article 28, Division C (RESOLUTION OF DISPUTES: ARBITRATION), the authority of an arbitrator shall extend to the settlement of all issues identified as grievable in this Article.

Article 28. RESOLUTION OF DISPUTES

Division A. EXPEDITED DISPUTE RESOLUTION

Section 1. If the Association believes that a provision of this Agreement which confers rights upon it has been violated, misinterpreted, or improperly applied, or if the University believes the Association has violated, misinterpreted, or improperly applied a provision of this Agreement, the complaining party may file with the other a written complaint citing the provision of this Agreement alleged to have been violated, misinterpreted, or improperly applied, the approximate date of the alleged act or omission, the person responsible, and the remedy sought. Such a complaint shall be filed within thirty (30) days of the date of the alleged act or omission.

Section 2. In the manner provided in Article 7 (CONSULTATION), the parties shall meet to attempt to resolve the matter.

Section 3. If the parties resolve the complaint, the resolution will be reduced to writing and signed by the parties within five (5) working days of the meeting on the complaint.

Section 4. If the complaint is not resolved, the complaining party may give to the other notice of intent to arbitrate within the time limits provided in Division C (ARBITRATION) of this Article, except as provided in Division A, Section 5 (EXPEDITED DISPUTE RESOLUTION) of this Article.

Section 5. The University and the Association agree to use arbitration as the sole method of deciding unresolved disputes alleging violation, misinterpretation, or improper application of the express terms of this Agreement; therefore, the parties hereby waive their respective rights to have such matters resolved by the Employment Relations Board as provided by ORS 243.672(1)(g) and 243.672(2)(d); except that disputes relating to definition of the bargaining unit shall be resolved by the Employment Relations Board and not by arbitration.

Section 6. The procedures provided in this Section and in Division B (GRIEVANCES) of this Article cannot both be invoked concerning the same problem, dispute, grievance, or complaint.

Division B. GRIEVANCES

Section 1. Purpose. The purpose of this Article is to provide a procedure that will promote prompt and efficient investigation and resolution of grievances. The parties encourage informal resolution of grievances whenever possible. The University is not obliged to observe any other procedure for the resolution of grievances as that term is hereby defined.

Section 2. Resort to Other Procedures. If, prior to seeking resolution of a dispute by presenting a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter through the grievance procedures provided in University Standards 577-041 or 580-021, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Division C (ARBITRATION) of this Article.

Section 3. Definitions.

- (a) The term "grievance" is defined as an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement. The term "grievance" shall not include complaints related to matters of academic judgment. For the purpose of this Agreement, "academic judgment" shall mean the judgment by faculty and administrators: 1. concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; and 2. concerning curricula and educational policy.
- (b) "Grievant" means one or more members of the bargaining unit or the bargaining unit itself alleging damage or injury by the act or omission being grieved.
- (c) "Relevant Vice President" means the vice president who is in the reporting line of a given bargaining unit member or other Portland State University officer with academic rank who reports directly to the President of the University, whether or not such person holds the title of vice president.

Section 4. General Provisions.

- (a) Grievances may be filed only by the Association on behalf of any member or group of members of the bargaining unit.
- (b) A bargaining unit member who is serving as grievance officer and files a grievance on his/her own behalf shall not represent him/herself in his/her own grievance, but is not required to relinquish the role of grievance officer for the bargaining unit. The Association will appoint an interim grievance officer.
- (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) Failure at any step of this procedure to request review of a decision within the specified time limits, including any extensions thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure of the administration to communicate the decision on the grievance at any step within the time limits, including any extension thereof, shall allow the grievant to proceed to the next step.
- (e) All grievances which proceed to formal settlement procedures, all requests for review, and all arbitration actions shall be submitted on forms attached to this Agreement as Appendices B, C, and D, respectively; and shall be signed by a representative of the Association and, where appropriate, the

grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.

- (f) If the matter being grieved relates to an act or omission by the Provost, another Vice President, or the President, the grievance may be presented at Step Two or Step Three, as appropriate, but in the manner provided at Step One.
- (g) A grievance may be withdrawn at any time by either the Association or the grievant.
- (h) A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement, except for grievances filed in a timely manner under the provisions of the previous Collective Bargaining Agreement.
- (i) Regardless of the outcome of the grievance procedures, no action adverse to the grievant or the Association may be taken in retaliation for invoking the procedure.

Section 5. Presentation of Grievances.

General. Time is of the essence in the presentation of grievances. The time limits provided below for the initial presentation of a grievance are measured from the date of the act; omission or commencement of condition upon which the grievance is based; or from such later date that the bargaining unit member knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based, whichever is later. In no event, however, will a grievance be presented more than one hundred twenty (120) working days after the act, omission, or commencement of the condition on which the grievance is based. The 120-working-day limit will be extended for those members who are out of the country or are on an official leave of absence so that the member will have a reasonable time after returning to campus to present a grievance.

Informal Procedure. The grievant and, if needed to facilitate resolution, a bargaining unit member of the Association, may discuss the grievance with the administrator most directly concerned in an attempt to resolve the grievance informally. A grievance may be presented informally within twenty (20) working days of the act, omission, or commencement of the condition on which the grievance is based, or from such date that the bargaining unit member knew or reasonably should have known of the act, omission or commencement of the condition upon which the grievance is based, whichever is later. The grievant should apprise the administrator that the matter being presented is a grievance arising under the terms of this Agreement in order to distinguish the matter from a noncontractual complaint. The administrator to whom the complaint is presented shall communicate a decision to the grievant within five (5) working days of the presentation of the grievance.

Confidential Mediation. The parties may, at their discretion, enter into confidential mediation communications prior to the formal presentation of a grievance as described in this Article provided as follows:

- (a) “Suspend” as used in paragraphs (b), (c), and (d) below will mean that days will not count against the one hundred twenty (120), twenty (20), and forty (40) working days specified in “General,” “Informal Procedure,” and “Formal Procedure” Step One of Division B, Section 5 of this Article, respectively. In cases that may involve Progressive Sanctions, the days will also not count against the sixty (60), forty-five (45), and ten (10) working days specified in Article 27, Section 3, (a), (b), and (c) respectively.

- (b) The parties agree to suspend the grievance timelines, and, where relevant, progressive sanctions timelines, while they consider if they are able to enter into and arrange confidential mediation; this agreement will be in writing.
- (c) All parties to the mediation must agree in writing to engage in confidential mediation for a specific period of time; this time may be extended by mutual agreement of all parties; and
- (d) All parties must agree to suspend consideration of the grievance until such time as the mediation resolves the grievance or the period agreed to in (c) concludes. In no case shall the rights of the Association to continue to pursue resolution of the grievance under this Article be limited or considered untimely if the parties have mutually agreed to confidential mediation, except as dictated by other conditions of this Article.

Formal Procedure. If the matter is not satisfactorily resolved by informal means, or by confidential mediation, the following formal grievance procedure will apply.

Step One. A grievance shall be presented to the appropriate dean or administrative officer within forty (40) working days of the act, omission, or commencement of the condition on which the grievance is based. The grievance shall be presented on the grievance form (Appendix B). The grievance shall set forth the act, omission, or condition on which the grievance is based; the date thereof as precisely as possible; the specific provision of this Agreement which is alleged to have been violated, misinterpreted, or improperly applied; and the remedy sought.

Upon the Association's written request, fifteen (15) working days postponement of formal consideration shall be allowed for a further attempt to achieve informal resolution of the grievance.

The appropriate dean or administrative officer shall meet with the grievant and the appropriate representative of the Association within five (5) working days of receipt of the grievance form (Appendix B), or within five (5) working days of the expiration of the period of time allowed to Step One for informal resolution. The dean or administrative officer shall send a decision in writing to the grievant and the Association within ten (10) working days of this meeting.

Step Two. If the Association is not satisfied with the decision at Step One, a request for review (Appendix C) may be filed with the relevant Vice President within ten (10) working days of the date of the decision at Step One. The relevant Vice President or designee shall meet with the grievant and the appropriate representative of the Association within five (5) working days of receipt of the request for review to discuss the grievance. The relevant Vice President shall send his/her decision concerning the grievance in writing to the grievant and to the Association within ten (10) working days of such meeting.

Step Three. If the Association is not satisfied with the decision at Step Two, a request for review (Appendix C) may be filed with the President or designee within ten (10) working days of the date of the decision at Step Two. The President or designee shall meet with the grievant and the appropriate representative of the Association within ten (10) working days of receipt of this request, and the President or designee shall send a decision in writing to the grievant and to the Association within ten (10) working days of such meeting.

As used in this Section, the date of filing of a request for review shall be the date that the form (Appendix C) is received in the administrative office. The date of the decision is the date the decision is sent to the grievant and the Association. Dates of filing and dates of decisions shall be entered into a log

maintained for that purpose and signed by the person who actually received or sent the document being logged.

Division C. ARBITRATION

Section 1. Arbitration of Grievances. If a grievance brought under Division B (GRIEVANCES) of this Article is not resolved at Step Three of that procedure, the Association may submit the matter to arbitration. Notice of intent to arbitrate (Appendix D) must be filed with the President of the University within twenty (20) working days of the date of the decision at Step Three. If no notice of intent to arbitrate is filed within the time limit, the right to arbitrate is thereby waived.

Section 2. Matters within the scope of Divisions A and B of this Article may be submitted to arbitration if not resolved in the manner provided in Article 7 (CONSULTATION). Notice of intent to arbitrate must be served on the opposing party within twenty (20) working days of the last consultation meeting at which the issue was discussed.

Section 3. Within ten (10) working days of receipt of notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) working days of the meeting, the party initiating arbitration shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, none of whom shall be an employee of an Oregon public university unless both parties have agreed to the contrary.

Each party shall alternately strike one (1) name from the list of seven (7); the remaining person shall be the arbitrator. The party initiating the arbitration shall strike the first name.

If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and either party does not agree to an extension of time, a new list of seven (7) names shall be requested from the Federal Mediation and Conciliation Service and the selection procedure as provided herein shall be repeated.

Section 4. Conduct of the Hearing. The arbitrator shall hold the hearing in Portland, Oregon unless otherwise agreed to by the parties. The hearing shall commence within sixty (60) working days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time.

If the arbitrator or either party requests 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. The arbitrator shall first decide the issue to be arbitrated; 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.

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, nor 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.

Except as otherwise provided in this Article, the arbitrator shall have no authority to hear or decide any issue or grievance contesting an "academic judgment" as defined in Division B, Section 3 (GRIEVANCES) of this Article. In cases involving "academic judgment" involving the exercise of discretion, the arbitrator shall not substitute his/her judgment for that of the faculty or the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the provisions of 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 remand the matter to the appropriate official or body to be reconsidered in accordance with the relevant procedures. In such case, the arbitrator may not direct that a bargaining unit member be reappointed, promoted, or awarded indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps.

The arbitrator shall have no authority to determine whether Article 13, Nondiscrimination, has been violated, except with respect to claims alleging discrimination on the basis of Association activity. Other grievances alleging violation of that provision may be taken only through the pre-arbitration levels of the grievance procedure. Nothing in this Agreement precludes employees from filing or pursuing, at any time, claims alleging violations of state or federal non-discrimination laws with outside agencies (e.g. the Oregon Bureau of Labor and Industries or the Equal Employment Opportunity Commission) or courts.

The arbitrator shall have no authority to award monetary penalties or damages. The arbitrator shall have the authority to make the bargaining unit member whole, but does not have the authority to direct that a bargaining unit member be reappointed, promoted, or awarded indefinite tenure.

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

Section 7. Arbitrator's Decision. The arbitrator derives authority wholly and exclusively from the express 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 issue submitted.

Section 8. Costs. All fees and expenses of the arbitrator shall be divided equally between the parties. 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.

Unless decided otherwise by the arbitrator for good cause, the burden of proof in all matters shall be upon the party initiating the arbitration.

Article 29.

[Article intentionally left blank.] [Topics previously included in this article were incorporated into Article 28 via collective bargaining.]

V. COMPENSATION, LEAVES, HUMAN RESOURCE ISSUES—Articles 30 - 38

Article 30. SALARY AND RETIREMENT

Preamble. Portland State University shall provide faculty with timely compensation for work performed. Compensation rates are established by this Agreement. Work performed that is in addition to the faculty member's contractual duties shall be compensated at a rate that is mutually agreed upon by Portland State University and the faculty member. Such agreement shall be made in writing before beginning the assignment.

It is the mutual goal of the University and the Association that faculty compensation rates for Portland State University bargaining unit members move closer to the median of their established comparators' total compensation amounts using the most recent College and University Personnel Association's (CUPA) National Faculty Salary Survey (NFSS) doctoral subset averages by discipline/department and rank in Public Four-Year Colleges and Universities.

For purposes of this Article, in the event a fixed salary increase (e.g., a specific dollar amount) and a proportional salary increase (e.g., a percentage amount) have the same effective date, the order of application of the increases will be fixed salary increases followed by proportional salary increases.

Section 1. Retirement. PSU shall continue to pay the six percent (6%) employee contribution on behalf of members then participating in the Public Employees Retirement System (PERS) to the Public Employees Retirement Fund for PERS-eligible employees through December 31, 2003; effective January 1, 2004, in lieu of paying the six percent (6%) employee contribution to the Public Employees Retirement Fund, Portland State University will pay the six percent (6%) employee contribution to the employee's Individual Account Program (IAP) established under ORS 238A.300 and ORS 238A.305, including the amount required under ORS 238.215 if a supplemental retirement option has been selected, for the period of this Agreement.

Pursuant to ORS 238A.335, Portland State University shall pay on behalf of members participating in the Oregon Public Service Retirement Plan (OPSRP) the statutorily required employee contribution of six percent (6%) under ORS 238A.330. Such payments on behalf of members shall continue for the life of this Agreement or until such earlier time as a member shall cease to be a participating member of OPSRP.

The full amount of members' required contributions paid by Portland State University to PERS/ORP/OPSRP on behalf of members shall be considered as "salary" within the meaning of ORS 238.005 (20) and 238A.005 (16) for the purpose of computing "final average salary" within the meaning of ORS 238.005 (8). Salary under this definition shall not be considered "salary" for the purposes of determining the amount of employee contributions required to be contributed. The contributions paid by

the University on behalf of members shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS 238, ORS 238A, and ORS 243.800(8).

If for any reason the six percent (6%) Employer payment of the employee contribution is declared invalid or is otherwise eliminated and a replacement is not available, then effective on the date of its invalidation or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible employees. In such case, employees' six percent (6%) contributions shall be deducted for payment to the applicable employee accounts and shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code Section 414(h)(2), for the period of this Agreement.

Section 2. Salary Base. The salary base for determining the salary increase for unit members currently employed shall be the members' preceding appointment salary less any stipends.

Section 3. Cost of Living Adjustments (Years 1-4: 2015-2016, 2016-2017, 2017-2018 and 2018-2019)

For purposes of this Article, "CPI" means the Portland-Salem Consumer Price Index for All Urban Consumers (CPI-U) for the previous 12-month period as published in or near August of the preceding year by the U.S. Department of Labor's Bureau of Labor Statistics.

- (a) Bargaining unit members employed on January 1, 2016 on a 12-month basis shall receive a 2.0% increase in base pay effective January 1, 2016.
- (b) Bargaining unit members employed on February 1, 2016 on a 9-month basis shall receive a 2.0% increase in base pay effective February 1, 2016.
- (c) Bargaining unit members employed on a 12-month basis on January 1 in each year of this Agreement, starting January 1, 2017, shall receive a percentage increase to their base pay equal to the percent change in the CPI, provided that the percentage increase in CPI is not less than 1.5% or more than 3.5%. If the percentage increase in CPI is less than 1.5%, then the percentage increase in base pay shall be 1.5%; if the percentage increase in CPI is greater than 3.5%, then the percentage increase in base pay shall be 3.5%.
- (d) Bargaining unit members employed on a 9-month basis on February 1 in each year of this Agreement, starting February 1, 2017, shall receive a percentage increase to their base pay equal to the percent change in the CPI, provided that the percentage increase in CPI is not less than 1.5% or more than 3.5%. If the percentage increase in CPI is less than 1.5%, then the percentage increase in base pay shall be 1.5%; if the percentage increase in CPI is greater than 3.5%, then the percentage increase in base pay shall be 3.5%.

Section 4. Salary Adjustments

- (a) Compression, Inversion and/or Equity Adjustments (Year 2: 2016-2017)
 - 1. The University will reserve no less than 0.75% of the total base salaries (including OPE) as of January 1, 2017 (for those employed on a 12-month basis) and February 1, 2017 (for those employed on a 9-month basis) of tenure-related academic-ranked faculty members to fund market equity-based base salary increases (including OPE) for tenure-related academic-ranked faculty members effective January 1, 2017 (for those employed on a 12-month basis) and February 1, 2017 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in

order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.

2. The University will reserve no less than 0.75% of the total base salaries (including OPE) as of January 1, 2017 (for those employed on a 12-month basis) and February 1, 2017 (for those employed on a 9-month basis) of non-tenure track academic-ranked faculty members to fund internal equity-based base salary increases (including OPE) for non-tenure track academic-ranked faculty members effective January 1, 2017 (for those employed on a 12-month basis) and February 1, 2017 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.
3. Academic Professionals employed on January 1, 2017 shall receive a base salary increase based on years of continuous benefits-eligible service at the University, as of that date, up to the maximum salary amount for the applicable job family, as follows:
 - a. Three years of service or more, but less than five years of service: \$500
 - b. Five years of service or more, but less than seven years of service: \$1200
 - c. Seven years of service or more, but less than ten years of service: \$1600
 - d. Ten years of service or more, but less than fifteen years of service: \$1800
 - e. Fifteen years of service or more: \$2000

(b) Compression, Inversion and/or Equity Adjustments (Year 3: 2017-2018)

1. The University will reserve no less than 0.8% of the total base salaries (including OPE) as of January 1, 2018 (for those employed on a 12-month basis) and February 1, 2018 (for those employed on a 9-month basis) of tenure-related academic-ranked faculty members to fund market equity-based base salary increases (including OPE) for tenure-related academic-ranked faculty members effective January 1, 2018 (for those employed on a 12-month basis) and February 1, 2018 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.
2. The University will reserve no less than 0.8% of the total base salaries (including OPE) as of January 1, 2018 (for those employed on a 12-month basis) and February 1, 2018 (for those employed on a 9-month basis) of non-tenure track academic-ranked faculty members to fund internal or market equity-based base salary increases (including OPE) for non-tenure track academic-ranked faculty members effective January 1, 2018 (for those employed on a 12-month basis) and February 1, 2018 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.
3. The University will reserve no less than 0.8% of the total base salaries (including OPE) as of January 1, 2018 of Academic Professionals to fund base salary increases (including OPE) for Academic Professionals effective January 1, 2018. The amount to reserve will be calculated

after the University has applied other increases effective the same day. These increases will be distributed and determined in a manner agreed upon by the parties in interim bargaining following completion of an Academic Professional classification and compensation study, as provided in LOA #8 (ACADEMIC PROFESSIONAL PAY AND PROMOTION STRUCTURE). In the event that interim bargaining is not completed by January 1, 2018, unless otherwise agreed by the parties, these reserved funds shall instead be used to fund a 0.8% across-the-board increase, effective January 1, 2018, for Academic Professionals employed on January 1, 2018.

(c) Compression, Inversion and/or Equity Adjustments (Year 4: 2018-2019)

1. The University will reserve no less than 0.9% of the total base salaries (including OPE) as of January 1, 2019 (for those employed on a 12-month basis) and February 1, 2019 (for those employed on a 9-month basis) of tenure-related academic-ranked faculty members to fund market equity-based base salary increases (including OPE) for tenure-related academic-ranked faculty members effective January 1, 2019 (for those employed on a 12-month basis) and February 1, 2019 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.
2. The University will reserve no less than 0.9% of the total base salaries (including OPE) as of January 1, 2019 (for those employed on a 12-month basis) and February 1, 2019 (for those employed on a 9-month basis) of non-tenure track academic-ranked faculty members to fund market equity-based base salary increases (including OPE) for non-tenure track academic-ranked faculty members effective January 1, 2019 (for those employed on a 12-month basis) and February 1, 2019 (for those employed on a 9-month basis). The amount to reserve will be calculated after the University has applied other increases effective the same day. The labor/management committee will meet promptly following ratification of this Agreement in order to determine the manner in which the parties will determine the methodology and appropriate peer comparators to use in calculating these increases.
3. The University will reserve no less than 0.9% of the total base salaries (including OPE) as of January 1, 2019 of Academic Professionals to fund base salary increases (including OPE) for Academic Professionals effective January 1, 2019. The amount to reserve will be calculated after the University has applied other increases effective the same day. These increases will be distributed and determined in a manner agreed upon by the parties in interim bargaining following completion of an Academic Professional classification and compensation study, as provided in LOA #8 (ACADEMIC PROFESSIONAL PAY AND PROMOTION STRUCTURE). In the event that interim bargaining is not completed by January 1, 2019, unless otherwise agreed by the parties, these reserved funds shall instead be used to fund a 0.9% across-the-board increase, effective January 1, 2019, for Academic Professionals employed on January 1, 2019.

(d) Academic Professional In-Range Salary Advancement Pool

1. The Academic Professional in-range salary advancement pool shall be funded at 0% of the Academic Professional salary base throughout the length of the contract.

2. The resulting salary rates of the above increases will be adjusted up to the closest multiple of nine (9) for 9-month appointments and twelve (12) for 12-month appointments.

Section 5. Minimum Salary Rates—Academic Ranked Instructional and Research Faculty.

1. Effective January 1, 2016 for 12-month faculty with academic rank and effective February 1, 2016 for 9-month faculty with academic rank, 1.0 FTE salary rates shall be no less than those listed below. Members will receive the greater of either the across-the-board percentage increase or an increase to the new minimum for their rank and term of service.

Rank	9-month appt. February 1, 2016	12-month appt. January 1, 2016
Professor	\$84,636	\$103,260
Professor of Practice, Clinical Professor or Research Professor	\$84,636	\$103,260
Associate Professor	68,796	83,952
Associate Professor of Practice, Associate Clinical Professor or Research Associate Professor	68,796	83,952
Assistant Professor	57,564	70,236
Assistant Professor of Practice, Assistant Clinical Professor or Research Assistant Professor	57,564	70,236
Senior Instructor II	56,412	68,832
Senior Instructor I	47,808	58,332
Instructor	41,940	51,168
Senior Research Associate II	51,948	63,384
Senior Research Associate I	47,979	58,536
Research Associate	45,927	56,028
Senior Research Assistant II	44,793	54,660
Senior Research Assistant I	42,660	52,068
Research Assistant	41,940	51,168

2. On January 1, 2017, January 1, 2018 and January 1, 2019, the minimum salary rates for 12-month faculty with academic rank will increase by the percentage increase in base pay provided to 12-month faculty that year due to the change in CPI. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum salary rates to the Association and will publish the new rates on its webpage.
3. On February 1, 2017, February 1, 2018 and February 1, 2019, the minimum salary rates for 9-month faculty with academic rank will increase by the percentage increase in base pay provided to 9-month faculty that year due to the change in CPI. Prior to February 1 of each year, the Office of Human Resources will provide the new minimum salary rates to the Association and will publish the new rates on its webpage.
4. Summer Session Minimum Salary Rates. Nine-month faculty employed to teach during Summer Term will be paid for Summer Term teaching at a per-credit-hour rate that is no less than 2.5% of the member's base nine-month salary rate.

Section 6. Pay-Range Structure, etc.—Academic Professionals.

1. The structure for compensating Academic Professionals groups their positions in job families based upon job responsibilities. The levels within families and associated pay ranges are as follows.
2. Academic Professional 12-month salary rates effective January 1, 2016

Job Family	Minimum	Maximum
Program Administrator I	\$41,940	\$66,228
Program Administrator II	46,644	76,416
Program Administrator III	57,996	95,304
Advisor/Counselor I	41,940	66,228
Advisor/Counselor II	46,644	76,416
Instructional Technical Specialist I	41,940	66,228
Instructional Technical Specialist II	46,644	76,416
Psychologist	67,116	110,268
Clinical Social Worker	57,996	95,304
Dentist	119,568	196,356
Physician	119,568	196,356
Psychology Resident	41,940	66,228
Educational Technology Specialist	65,736	108,012
Attorney	57,996	95,304

On January 1, 2017, January 1, 2018 and January 1, 2019, the minimum and maximum salary rates for academic professionals will increase by the percentage increase in base pay provided to academic professionals that year due to the change in CPI, unless new language about minimum and maximum salaries is agreed to during interim bargaining over the classification and compensation study. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum and maximum salary rates to the Association and will publish the new rates on its webpage.

3. Nine- (9) month salary rate equivalencies will be calculated by dividing the twelve- (12) month salary rate by 1.22 and rounding up to the nearest monthly whole-dollar amount.

Section 6A. Promotion in Rank—Minimum Adjustments.

Tenure-related and non-tenure track faculty members shall receive a salary increase of at least 8% upon promotion in rank or the minimum for the new rank, whichever is greater.

Section 6B: Post-Tenure Review Salary Increases.

The base salary of each tenured faculty member whose post-tenure review finds he/she meets standards, pursuant to the post-tenure review guidelines adopted pursuant to Article 16 and this Agreement, shall be increased as follows:

1. Effective September 16, 2015, for those reviewed in Quintile 1: \$4,396
2. Effective September 16, 2016, for those reviewed in Quintile 2: \$4,396
3. Effective September 16, 2017, for those reviewed in Quintile 3: \$4,396 increased by the same percentage (based on CPI) provided to members in 2017 pursuant to Section 3(c) of this Article.
4. Effective September 16, 2018, for those reviewed in Quintile 4: the amount provided in 2017 increased by the same percentage (based on CPI) provided to members in 2018 pursuant to Section 3(c) of this Article.

5. Effective September 16, 2019, for those reviewed in Quintile 5: the amount provided in 2018 increased by the same percentage (based on CPI) provided to members in 2019 pursuant to Section 3(c) of this Article.

Section 7. Academic Professional Level Reassignment Salary Increase.

1. If an Academic Professional position is reassigned to a higher level within the same job family, the reassignment salary increase shall be effective on the first day of the month following the date of submission of the reassignment request, should the request be approved. The minimum reassignment salary increase in 2016 shall be:

9-month appt.	12-month appt.
\$2, 213	\$2,693

The minimum reassignment salary increase in subsequent years shall be increased by the percentage increase in base pay provided to academic professionals that year due to the change in CPI, unless new language regarding academic professional salaries is agreed to during interim bargaining over the classification and compensation study. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum reassignment salary increase amount to the Association and will publish the new amount on its webpage.

2. An Academic Professional whose position is reassigned to a higher level in a different job family should consult Article 17, Section 4 (e) and (f) concerning salary rate.

Section 8. Sabbatical Pay

Effective September 16, 2017, 9-month academic-ranked faculty members on approved sabbatical leave will be paid as follows while on leave:

- a. For a one-term sabbatical: 85% of base salary;
- b. For a two-term sabbatical: 80% of base salary; and
- c. For a three-term (one academic year) sabbatical: 75% of base salary.

Effective July 1, 2017, 12-month academic-ranked faculty members on approved sabbatical leave will be paid as follows while on leave:

- a. For a four-month sabbatical: 85% of base salary;
- b. For an eight-month sabbatical: 80% of base salary; and
- c. For a twelve-month sabbatical: 75% of base salary.

Section 9. Notification.

Prior to implementing any decision to award salary increases to groups of members other than increases decided upon by procedures set forth in this article, the University will notify the Association of the decision and will furnish the Association with a reasonable written description of the nature and purpose of the increases.

Section 10. Reopener Due to Changed Circumstances.

Either party may require renegotiation of the economic provisions of this Agreement in the event that circumstances significantly change the financial resources expected to be available to the University to

meet the expenditure requirements of this Agreement. For purposes of this Section, the “economic provisions of this Agreement” are Article 19 (PROFESSIONAL DEVELOPMENT AND SUPPORT), Article 30 (SALARY AND RETIREMENT) and Article 31 (INSURANCE). The party requiring renegotiation will provide to the other party an identification of the circumstances that have changed and a rationale for how these circumstances impact University financial resources. In such an event, the parties will promptly bargain replacement economic provisions of this Agreement under the expedited bargaining procedure in state statute. The economic provisions of this Agreement will be frozen at the levels that were in effect on the date that notification is received until either an agreement on revised economic provisions is reached or the statutory bargaining process is concluded.

Article 31. INSURANCE

The Employer will pay ninety-five percent (95%) and employees will pay five percent (5%) of the monthly premium rate as determined by PEBB for Plan Years 2016, 2017, 2018 and 2019 for PEBB health, dental and basic life benefits chosen by each eligible employee.

Article 32. FAMILY AND MEDICAL LEAVE AND SICK LEAVE BANK

Section 1.

- (a) The University will abide by State and Federal statutes concerning family/medical leave.
- (b) Further, the bargaining unit member shall give written notice to the department chair as soon as possible and/or at least thirty (30) days prior to leave; exceptions are recognized as per statute. The notice shall include the date the leave begins and expected ending date, and the current and future bargaining unit member responsibilities affected. The department chair will forward the notice to the Dean, the Office of Academic Affairs, and the Office of Human Resources. The department chair will notify the bargaining unit member ten (10) days prior to the beginning date of the leave.
- (c) From time to time, a faculty member who holds a tenure-track appointment may qualify to take advantage of the provisions of the Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). Time granted for family or medical leave shall not be considered continual service to the University for purpose of promotion and tenure.
- (d) A faculty member who wishes to extend the probationary period for promotion and tenure must obtain written certification of eligibility for family or medical leave from the University benefits officer.
- (e) At the request of faculty member eligible for family or medical leave, the University will consider entering into a special agreement to extend the probationary period for up to one year before mandatory consideration for indefinite tenure is given.

Section 2. Donated Sick Leave Bank.

- (a) The University will maintain a Donated Sick Leave Bank (the “Sick Leave Bank”) for bargaining unit members. Bargaining unit members who participate in the Sick Leave Bank may withdraw sick leave from the Sick Leave Bank as provided in this Section.
- (b) Bargaining unit members may enroll in the Sick Leave Bank at such times as employees are generally permitted to make or change employee benefit selections, including at the beginning of employment, during the annual open enrollment period, or due to a qualifying life event. New bargaining unit members will be provided information regarding the Sick Leave Bank at the time that they are

provided other information regarding employee benefits. Bargaining unit members may also enroll in the Sick Leave Bank at any time that there is a call for donations as provided in paragraph 3(g) below.

- (c) Upon enrolling in the Sick Leave Bank, a bargaining unit member irrevocably pledges three hours of the member's accrued sick leave for contribution to the Sick Leave Bank, regardless of the member's FTE.
- (d) A bargaining unit member may cancel participation in the Sick Leave Bank during the annual open enrollment period. A participating member who does not affirmatively opt out of the Sick Leave Bank during the annual open enrollment period will be automatically renewed as a participant in the Sick Leave Bank and will be subject to any additional call made during the annual open enrollment period as provided in paragraph 3(g) below.
- (e) A bargaining unit member who participates in the Sick Leave Bank may withdraw and use sick leave from the Sick Leave Bank as follows:
 - 1. The member must have exhausted all of his/her own accrued sick leave.
 - 2. The Sick Leave Bank may be used to provide the member with paid time off during any leave that qualifies under FMLA, OFLA, the Americans with Disabilities Act (ADA), or the University standards governing use of sick time (former OAR 580-021-0040), including maternity leave or paternity leave upon the addition of a child to the member's family (whether by birth, adoption or otherwise).
 - 3. A member must request use of leave from the Sick Leave Bank on a form to be prepared and provided by the Office of Human Resources. The initial use of leave from the Sick Leave Bank may be for a period of up to 30 work days at the member's regular FTE. If the member needs additional leave at the end of the initial 30 days, the member may request and receive an additional 30 work days of paid leave from the Sick Leave Bank. The maximum amount of leave from the Sick Leave Bank that may be used for a single event is 60 work days at the member's regular FTE.
 - 4. Leave from the Sick Leave Bank may be used intermittently.
 - 5. Leave from the Sick Leave Bank is to be used prior to, and not concurrently with, any short-term or long-term disability insurance that may be available to the member. Leave from the Sick Leave Bank may be used concurrently with compensation from the University's workers compensation insurance as long as compensation does not exceed the employee's regular salary.
 - 6. Leave from the Sick Leave Bank may be used prior to or after, but not concurrently with, any unearned sick leave advance that may be available to the member under University policy.
 - 7. Any denial of a request for sick leave from the sick leave bank must be in writing and include the reason for the denial. Denials may be appealed through the grievance process as outlined in Article 28 Division B.
- f. Sick time will be withdrawn from participating bargaining unit members' accrued sick leave and charged to a donating member's department as follows:
 - 1. At the end of any call for the donation of sick hours made as provided in paragraph 3(g) below, all participating bargaining unit members will be randomly assigned a number, starting with 1 and continuing until all donors have been assigned a number. Members who enroll in the Sick Leave Bank at any time other than during a call for donated hours will be assigned the next available number in order of enrollment.
 - 2. Sick leave will be withdrawn from participating member's accrued sick leave and used in the sequential order of the randomly assigned numbers, as needed to provide paid sick leave to other members who have been approved to use sick leave from the Sick Leave Bank. Used sick hours

will be charged to the donating member's department at the donating member's regular hourly rate of pay during the month that such hours are actually used.

3. If a donor retires or ceases to be an employee, the member's number will be removed from the sequence of donating members and his or her donated sick hours will no longer be available for use.

g. The Sick Leave Bank will be replenished as follows:

1. The University will issue a call for additional donated sick leave at any time that the University and the Association determine it is prudent to do so. The University, in consultation with the Association, will attempt to avoid making calls for additional donated sick leave at times other than during the annual open enrollment period.
2. A call will be made for three hours of additional donated sick leave from any bargaining unit member who wishes to enroll or to remain enrolled in the Sick Leave Bank, unless the University and the Association agree to make a call for a different number of hours.
3. If a call occurs during the annual open enrollment period, bargaining unit members currently participating in the Sick Leave Bank will be automatically renewed as a participant in the Sick Leave Bank and will irrevocably pledge the requisite number of additional sick hours unless the member affirmatively opts-out of the Sick Leave Bank or if the member lacks adequate accrued sick hours to make the donation. If a call occurs at a time other than during the annual open enrollment period, a member must affirmatively elect to donate the requisite number of additional sick hours in order to remain a member of the Sick Leave Bank.

(h) The Office of Human Resources and the Association will meet quarterly, to review the operation of the Sick Leave Bank. At such times, Human Resources and the Association will review the number of sick hours that have been pledged, the number of sick hours that have been used, the sequential list of donating members, and the balance of pledged hours remaining, and will also discuss the anticipated need to issue a call for additional donated sick leave. In order to protect bargaining unit member's privacy and health information, the names of members using the Sick Leave Bank will not be provided.

Article 33. SABBATICAL LEAVES

Section 1. Sabbatical leaves should be granted when it can be shown that the faculty member will use the time in a manner which will provide increased service to the institution either through study and research, writing, advanced study, or travel related to the applicant's field or professional activities.

Section 2. A faculty member who has more than ten (10) years continuous full-time service since the last sabbatical leave may be given highest priority for the award of sabbatical leave.

Section 3. A faculty member on academic-year appointment is eligible for sabbatical leave after six (6) years of continuous full-time service. For the purpose of calculating eligibility a member shall be deemed to have served full-time during any academic year when, for the benefit of the University, set out in writing the member's employment is less than full time, provided that the total FTE for the academic year plus the FTE from Summer employment during either the immediately preceding or immediately following Summer term is at least .81 of the academic year FTE.

Section 4. If split sabbaticals are approved, eligibility for sabbatical shall be calculated as if the terms of leave were taken consecutively starting with the first term of said sabbatical.

Section 5. In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference will not be given based on salary.

Article 34.

[Article intentionally left blank.] [Previous text was deleted via collective bargaining.]

Article 35. PERSONNEL FILES

The purpose of this article shall be to specify the means of implementation of University Standards 577-040-0005 through -0025.

Section 1. A 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 shall have access to examine his or her file during normal business hours under conditions which protect the integrity of the files, except for excised portions as per University Standard 580-022-0100(2) and (3). The faculty member shall have the right to copies of his or her file. The faculty member may be accompanied by a representative of his or her own choice at the time the file is examined.

Section 3. The source of all materials in the personnel file shall be identified. No unauthorized or anonymous materials shall be contained in the personnel file (University Standard 580-022-0075).

Section 4. A faculty member shall have the right to submit additional information to be placed in his or her personnel file to include, but not limited to: transcripts supporting claim to academic work; documents supporting claim to professional training; letters and records describing work experience; copies of all statements of employment; all 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 his or her file.

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

Article 36. OUTSIDE EMPLOYMENT

Teaching and research are the primary functions of the University and are nourished by efficient and imaginative administration. Service to the community and nation is an inherent obligation. These four—teaching, research, administration, and public service—are essential features of academic life and make comparable demands on ability and devotion.

The contributions of a faculty member are not, however, measured solely by activities directly related to University programs. The objectives of the University are served, and its programs enriched, by the active participation of its faculty members in outside activities which contribute to the advancement of the faculty member's profession or provide an opportunity for professional growth through interaction with industry, business, government, and other institutions of our society.

The University recognizes contributions and achievements, not only by appropriate salary advancement and promotion, but also by permitting faculty members substantial freedom in arranging their academic lives. This freedom is, however, subject to an overriding principle:

The potential magnitude of outside professional activity is such that orderly procedures must be followed to avoid ethical and legal conflicts of interest and to ensure that such activities do not conflict with the proper discharge of University responsibilities.

Outside employment is subject to the University's Policy on Outside Employment, which can be found on the Office of General Counsel's webpage.

Article 37. HUMAN RESOURCES INFORMATION SYSTEM IMPLEMENTATION

The University and the Association acknowledge the responsibility and the value of managing employee information through the University's Human Resources Information System (HRIS). The Association agrees to attempt in good faith to resolve issues related to payroll processes, personnel procedures, identification of bargaining unit members, and dues deductions through informal discussions with the Associate Vice President for Human Resources or designee. Any issues not resolved through informal discussions or through formal HR procedures shall be referred to the Vice President for Finance and Administration or designee. The procedures outlined above do not waive the Association's right to access the dispute resolution procedures in this agreement.

In the event of a system failure, the University will provide alternative methods for issuing paychecks in a timely manner to bargaining unit members.

Article 38. MEMBER NOTIFICATION

The University agrees that in the interest of informing members of the University community about current services and policies, it will:

1. distribute employee assistance program brochures annually to all members of the bargaining unit (including a copy sent each year to the Association); and
2. include, in information available to members on the University's webpage, entries for "day care" and "elder care" and other related services offered (for example, "drugs and alcohol") with cross references to "benefits" and "employee assistance program."

VI. TERMS OF THE AGREEMENT—Articles 39 - 44

Article 39. NOTICES AND COMMUNICATIONS

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

For the Association:

President, Portland State University Chapter
American Association of University Professors
c/o Portland State University
Post Office Box 751
Portland, Oregon 97207

For the University:

President
Portland State University
Post Office Box 751
Portland, Oregon 97207

Article 40. INDEMNIFICATION

The Association shall indemnify and hold harmless the University, its agents, representatives, and employees against all claims, demands, or judgments, including reasonable costs of defense, which occur as a result of the University's compliance with Articles 6 (EXCHANGE OF INFORMATION), 9 (DUES DEDUCTION), and 10 (FAIR SHARE) of this Agreement. Claims which have not been adjudicated will not be settled without the concurrence of the Association.

Article 41. SEPARABILITY

Notwithstanding the provisions of ORS 243.702(1), it is the expressed intent of the parties that in the event any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or rendered invalid through federal or state regulation or decree, such action shall not invalidate any remaining provision 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 such invalidated provision.

Article 42. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the Association 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 this Agreement constitutes the entire and sole agreement between the parties for its duration.

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 43. NEGOTIATION OF SUCCESSOR AGREEMENT

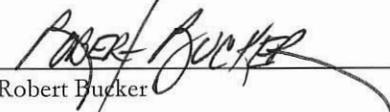
The parties will confer prior to February 28, 2019 regarding the format for successor bargaining (i.e., whether to use an interest-based, traditional, or other bargaining approach). The parties will also confer regarding the timing and scheduling of successor bargaining.

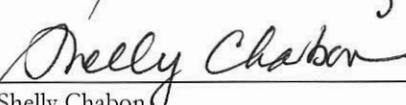
Unless the parties agree otherwise, for the purpose of negotiating a successor Agreement, the Association will send written notice to the University no later than May 1, 2019 specifying those new subjects or sections of this Agreement it proposes to negotiate. The University shall send written notice to the Association no later than May 15, 2019 specifying 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 May 31, 2019 or such date thereafter as may be mutually agreed upon by the parties.

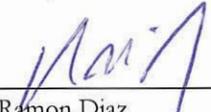
Article 44. TERM OF AGREEMENT

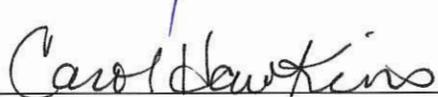
This Agreement shall be in effect from the date of ratification by both parties, or as expressly provided in this Agreement, through November 30, 2019.

FOR THE UNIVERSITY:


Robert Buckner


Shelly Chabon


Ramon Diaz


Carol Hawkins


Scott Marshall


David Reese


Dana Tasson

FOR THE UNION:

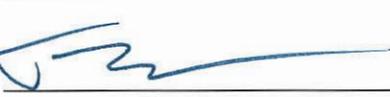

Michael Clark


Gina Greco

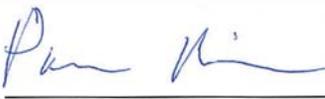

David Hansen


Anh Ly


Ron Narode

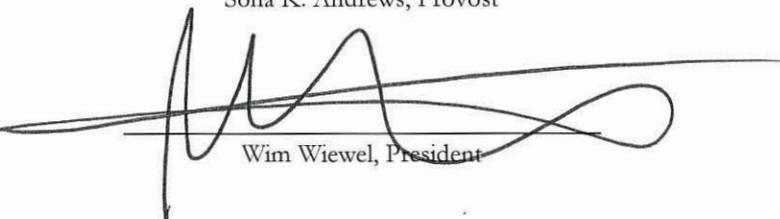

James Woods


Phil Lesch


Pam Miller


Leanne Serbulo


Sona K. Andrews, Provost


Wim Wiewel, President

APPENDICES TO BARGAINING AGREEMENT—Appendices A – F

APPENDIX A: STATEMENT OF RELIGIOUS OBJECTION

I, _____, do hereby swear or affirm that I have “bona fide religious tenets,” or that I am a member of a “church or religious body” whose teachings require that I not join, participate in, or support an employee organization.

As provided in Oregon Revised Statute 243.666, I hereby authorize a sum equivalent to local Association dues be deducted from my salary on a monthly basis, and paid through the Portland State University Foundation into the restricted scholarship fund selected below or to another nonreligious charity mutually agreeable to me and the Association (select one):

- Peter Nicholls Scholarship (Account #2319312)

- _____
(specify name of restricted University scholarship)

- _____
(Non-religious Charity mutually agreeable to Objector and Association)

Signature

Date

Subscribed and sworn to before me this _____ day of _____, 2_____

Notary Public for Oregon _____

My Commission Expires _____

APPENDIX B: CONTRACTUAL GRIEVANCE

Date:

Name:

Association Representative:

Department:

Mailing Address:

Provision of the Agreement Allegedly Violated:

Article:

Section:

Statement of grievance (include date of act or omission complained of):

Remedy sought:

The Association (does)_____ (does not)_____ want a postponement for up to fifteen (15) working days to seek informal resolution of this grievance.

Signature _____ Date _____

Authorized Representative,
the American Association of University Professors—Portland State University

APPENDIX C: GRIEVANCE—REQUEST FOR REVIEW

_____ The grievance, dated _____, presented to _____ has not been satisfactorily resolved by the attached decision* and the Association wishes the decision to be reviewed at Step Two.

_____ The grievance, dated _____, presented to _____ at Step Two has not been satisfactorily resolved by the attached decision* and the Association wishes the decision to be reviewed by the President at Step Three.

* If no decision was received within the time limits provided in the grievance procedure, please check here. _____

Signature _____ Date _____
Authorized Representative,
the American Association of University Professors—Portland State University

Note: Please attach a copy of the grievance (APPENDIX B) and all written decisions received at prior steps, if any.

APPENDIX D: NOTICE OF INTENT TO ARBITRATE

The American Association of University Professors hereby gives notice of its intent to proceed to arbitration concerning the grievance of

_____, dated _____,

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

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

Signature _____ Date _____

Authorized Representative,
the American Association of University Professors—Portland State University Chapter

I hereby authorize the Association and the University, or their 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 E(1): FIXED-TERM INSTRUCTIONAL LETTER

SAMPLE TEMPLATE LETTER – FIXED-TERM FACULTY

[Date]

Position Number: [Individual Position Number]
Index Code:

PI/DRA Approval: _____

AAUP- Fixed-Term Instructional Notice of Appointment

[Name]

[Street Address]

[City, State, Zip]

Dear [Name]:

I am pleased to offer you the following fixed-term position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Rank/Title:	
Department:	
Start Date:	
End Date:	
Reason for fixed-term:	Fill a temporary vacancy/newly established program, etc.
FTE:	
Supervisor's Name & Position #:	
Term of Service:	9-month/12-month
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Is this appointment contingent upon successful completion of a background check?	
Is this appointment renewable?	Yes/No

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

Your duties as [Rank] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name]
[Rank/Title]
[Department]

Dean's/Director's Approval

I accept the appointment described above and agree to be subject to its terms.

Signature

Date

Employee ID Number

Copy to Department and Employee

Original to HR

APPENDIX E(2): FIXED-TERM FACULTY POSITION DESCRIPTION

SAMPLE TEMPLATE POSITION DESCRIPTION – FIXED-TERM FACULTY

Portland State University Fixed-Term Instructional or Research Faculty Position Description

Date:

Position Number:

Position Title:

Department:

School/College:

Various assignments for fixed-term instructional and research faculty may include direct instruction, supporting scholarly activities, and service to the University, community, and profession. Expectations for the position are summarized below and will be the principal components upon which annual review and reappointment decisions will be based. The position description is incorporated by reference in the Notice of Appointment, consistent with the practices outlined for fixed-term faculty in the current PSU-AAUP collective bargaining agreement (Article 18).

Instructional Activities: <Indicate specific course assignments, when known, and the total credit hour workload. Also include expectations for course or curriculum development, student advising, or direction of graduate theses, if appropriate.>

Research/Scholarly Activities: <Indicate the kinds of scholarly activities expected, if any, including scholarly research, teaching scholarship, community outreach.>

University Service Activities: <Indicate expectations for department, school, or college committee service, if any. Also include expectations for supervision of student groups or other administrative service to University units, if appropriate.>

Professional Service Activities: <Indicate expectations for professional service in the community or service to professional groups, if any.>

Other responsibilities: <List any other job-specific responsibilities not included above.>

APPENDIX G: FIXED-TERM RESEARCH FACULTY LETTER

[Date]
 Position Number: [Individual Position Number]
 Index Code: _____

PI/DRA Approval: _____
**AAUP- Fixed-Term Research
 Notice of Appointment**

[Name]
 [Street Address]
 [City, State, Zip]

Dear [Name]:

I am pleased to offer you the following fixed-term position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Rank/Title:	
Department:	
Start Date:	
End Date:	
FTE:	
Supervisor's Name & Position #:	
Term of Service:	
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Does this position require completion of time sheets?	No/Yes, this position is eligible for overtime and requires the submission of timesheets.
Is this appointment contingent upon successful completion of a background check?	
Is this appointment renewable?	Yes/No

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

[This position is funded by a grant and/or contract. If the funding is terminated, redirected or reduced earlier, your appointment may be terminated or reduced with 30 days' notice.]

Your duties as [Working Title] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name]
 [Rank/Title]
 [Department]

Dean's/Director's Approval

I accept the appointment described above and agree to be subject to its terms.

 Signature

 Date

 Employee ID Number

Copy to Department and Employee

Original to HR

APPENDIX H: NON-TENURE TRACK FACULTY LETTER

[Date]
Position Number: [Individual Position Number]

Index Code:
**AAUP-Non-Tenure Track Faculty Continuous Appointment
Notice of Appointment**

[Name]
[Street Address]
[City, State, Zip]

Dear [Name]:

I am pleased to offer you the following position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Rank/Title:	
Department:	
Start Date:	
End Date of probationary period (6 AYs):	6/15/xx
FTE:	
Supervisor's Name & Position #:	
Term of Service:	
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Is this appointment contingent upon successful completion of a background check?	

This appointment has a six year probationary period. Annual contracts during the probationary period will automatically renew unless timely notice is provided. Upon successful completion of the probationary period, this appointment will become continuous.

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

Your duties as [Rank] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name]
[Rank/Title]
[Department]

Dean's/Director's Approval

I accept the appointment described above and agree to be subject to its terms.

Signature

Date

Employee ID Number

Copy to Department and Employee

Original to HR

APPENDIX I: ACADEMIC PROFESSIONAL LETTER

[Date]
 Position Number: [Individual Position Number]
 Index Code: _____
 PI/DRA Approval: _____
**AAUP-Academic Professional
 Notice of Appointment**

[Name]
 [Street Address]
 [City, State, Zip]

Dear [Name]:

I am pleased to offer you the following position at Portland State University. This position is important to our organization and we look forward to having you join our team. Here are the details of your appointment:

Working Title:	
Department:	
Start Date:	
End Date (if grant-funded or time-limited):	
FTE:	
Supervisor's Name & Position #:	
Job Family:	
Term of Service:	9-month/12-month
Annual Salary Rate:	
Monthly Salary Rate:	
Work Location:	City/State
Does this position require completion of time sheets?	No/Yes, this position is eligible for overtime and requires the submission of timesheets.
Does this appointment require trial service?	[yes, 6 months trial service/no trial service]
Is this appointment contingent upon successful completion of a background check?	

In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies, which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

[This position is funded by a grant and/or contract. If the funding is terminated, redirected or reduced earlier, your appointment may be terminated or reduced early.]

Your duties as [Working Title] are outlined in the attached position description. If the terms of this appointment are satisfactory, please sign this letter and return it to me by [date].

Sincerely,

[Name]
 [Rank/Title]
 [Department]

Dean's/Director's Approval

I accept the appointment described above and agree to be subject to its terms.

 Signature

 Date

 Employee ID Number

Copy to Department and Employee

Original to HR

LETTERS OF AGREEMENT—Letters of Agreement #1 - #13

LETTER OF AGREEMENT—LOA #1: Tuition Benefits

Bargaining unit members are eligible for staff fee privileges as provided in university policy.

LETTER OF AGREEMENT—LOA #2: PSU and AAUP Joint Taskforce on Article 27

The Association and the University agree to create a task force consisting of two members each to examine and consider revisions to Article 27. If the parties reach agreement on revisions to Article 27, the parties will implement those changes through a separate agreement replacing current Article 27.

LETTER OF AGREEMENT—LOA #3: PSU and AAUP Task Force on Academic Quality

The parties agree to jointly endorse the continuation of the work of the Task Force on Academic Quality created by the Faculty Senate and to continue their participation on the taskforce. Faculty Senate, PSU-AAUP, PSU Administration will have representation. Task force members able to continue will remain on the team, replacement for non-continuing members will be named by the represented groups. Other participants may include ASPSU, PSUFA and any other party determined appropriate by the Faculty Senate.

The University agrees to provide support at the same level as 2014-15, to fund the continued work of the task force to identify aspirational practices that promote Academic Quality and to support their progress on the roadmap presented to and approved by the Faculty Senate Steering Committee in May 2015.

A working definition of an aspirational comparator that the task force has developed is an institution that implements aspirational practices. The roadmap approved by the Faculty Senate can be found in the supplement to the Faculty Senate agenda packet of June 1, 2015.

LETTER OF AGREEMENT—LOA #4: PSU and AAUP Standing Committee on Work/Life Balance

The Association and the University shall establish a standing committee to continue policy and practice development that will provide Support and career options for employees who balance family and career.

The idea of this standing committee grew out of LOA #5 in the CBA for 2013 to 2015 that established the Family Friendly Task Force. The members of this Task Force requested that a standing committee be established to continue their work so that additional consideration and assistance to members around work/life balance could be on-going.

The Standing Committee on Work/Life Balance will have 9 members: 3 each appointed by AAUP, Faculty Senate, and Administration. The Committee will begin its work in the fall of the 2015-16 academic year. The committee members will decide how often to meet and when to meet. The University will provide support personnel to assist with notification of meetings, scheduling rooms, and taking notes and providing them to members.

This Committee will be guided by the work of the former Family Friendly Task Force as well as by the recommendations brought forth at bargaining on July 10, 2015 by both PSU and Administration. The Committee will be charged with:

1. Proposing revisions to the "Work/Life Policy" dated August 10, 2001 that is currently on PSU Human Resource's website, as provided in the University Policy on Policies;
2. Creating a family friendly tool kit that could be utilized on campus;
3. Researching best practices for spouse hiring and developing proposals for consideration; and
4. Considering recreational opportunities that would provide a healthier and more family-friendly workplace

A report from this committee will be due on April 1, 2016. This report will be in writing and will be submitted to the Faculty Senate Presiding Officer, the President of AAUP, and the Provost. Thereafter, the Committee is to issue status reports every six months.

LETTER OF AGREEMENT – LOA #5: Developmental Review of Non-Tenure Track Instructional Faculty

Subject: The University and PSU-AAUP joint proposal to the Faculty Senate to revise the P&T guidelines to provide for a process for regular developmental review of NTT instructional faculty and for a separate process of review for reward of continuous appointment.

The University and PSU-AAUP are mutually dedicated to the vision of Portland State University as an internationally recognized urban university known for, amongst other things, excellence in teaching and student learning. Both parties recognize the positive role that regular review of all instructors can play in supporting best pedagogical practice when said review is clear, consistent and, above all, developmental. Both parties also recognize the importance of job security in creating an environment of academic freedom and quality, and consequently the need for a consistent and clear pathway for the awarding of continuous appointment.

Developmental Review is a reflective and evaluative quality assurance and quality enhancement process, allowing for the opportunity to improve the quality of student learning opportunities and the teaching and learning experience as a whole. It also provides an opportunity to identify student successes and disseminate good practice. While the review process of instructional faculty in tenure line positions is clearly defined and, with recent changes in post tenure review, will be implemented consistently and regularly, review of NTT instructional faculty currently varies across campus.

Milestone reviews provide a way to honor and reward a sustained record of commitment and achievement. Clear guidelines exist at the university-wide level for cumulative review of NTTF accomplishments when considered for promotion in rank. A milestone review that looks both backward and forward is appropriate when considering the award of a continuous appointment. When said review is clear and consistent, it supports academic freedom and contributes to academic quality.

The parties agree to jointly propose to the Faculty Senate the creation of a joint taskforce to revise the Promotion and Tenure Guidelines to provide for clear and consistent processes for:

- Annual developmental review of NTT Instructional faculty during the probationary period, which serves to document and evaluate faculty contributions, provide developmental feedback and guidance in preparation for the continuous appointment review;
- A milestone review for the granting of continuous appointment; and
- Regular developmental review, on a 3 year cycle, of faculty post-continuous appointment.

If the Faculty Senate creates and charges such a taskforce, the parties agree to participate with their own appointees. We suggest that the University and PSU-AAUP each name 2 people to the taskforce, and the senate name 3 people. It is understood that the task force will include a substantial representation of both TTF and NTTF.

The parties encourage the senate steering committee to provide the task force with a clear charge, road map and timeline. Significant elements that the parties agree upon are:

- The goal of review is to promote student learning, support best pedagogical practice and foster academic freedom.
- Review shall be regular and consistent, with annual developmental review for all NTTF during their probationary period and at three-year cycles once on continuous appointments.
- Developmental reviews will follow clear guidelines developed by departments in accordance with university Promotion and Tenure Guidelines.

- Review for continuous appointment will be implemented consistently and follow clear guidelines developed by departments in accordance with university Promotion and Tenure Guidelines.

LETTER OF AGREEMENT – LOA #6: Emeritus Ranks for Non-Tenure Track Faculty

Subject: PSU and AAUP joint proposal to the Faculty Senate to explore the development of emeritus ranks for NTTF

The University and PSU-AAUP are mutually committed to recognizing the contributions that non-tenure track instructional and research faculty make to the university and our greater communities throughout their careers. PSU already acknowledges a tenured faculty member's service and accomplishments through availability of emeritus rank upon retirement. The University and PSU-AAUP share an interest in exploring the development of emeritus ranks for our NTTF.

We also share an awareness that an expansion to emeriti NTTF of some of the current benefits of emeritus status enjoyed by emeriti TTF may not be sustainable. Current benefits include free parking, PSU email address, access to library and continued faculty borrowing privileges, Rec Center access at employee rates, and free athletic events. Limitations of space and technology are constant challenges on campus. We agree that any discussion of the creation of new ranks must consider the potential impact on campus resources.

The parties agree to jointly propose to the Faculty Senate the creation of a joint task force to explore the development of emeritus ranks for our NTTF. If the Faculty Senate creates and charges such a task force, the parties agree to participate with their own appointees. The Association and the Administration suggest the task force be made of 7 members: 2 appointed by each party and 3 by the Faculty Senate. In addition, we request that 4 consultants regularly attend the meetings to provide input regarding parking, technology, library resources and athletics. These consultants should be appointed, 1 each, from the units best prepared to aid the task force: Facilities, IT, the Library and Athletics.

The parties encourage the Senate steering committee to provide the task force with a clear charge and timeline. The charge should be focused on clarifying the use of emeritus ranks for NTTF and should not be construed as an opportunity to redefine the benefits of emeritus status for TTF. Significant elements that the parties agree should be developed are:

- Creation of clear definitions for any new emeritus ranks.
- A clear procedure for conferring any new ranks.
- Articulation of sustainable benefits to be associated with any new emeritus ranks.

LETTER OF AGREEMENT – LOA #7: Task Force on Tenure for Teaching

Vision: The University and PSU-AAUP are mutually dedicated to the vision of Portland State University as an internationally recognized urban university known for, amongst other things, excellence in student learning and innovative pedagogical practice. We also hold a shared value in the academic freedom offered by tenure. Recognizing that the practice of rewarding research and scholarship with tenure is a relatively recent phenomenon in higher education, we share an interest in rewarding faculty who demonstrate excellence in teaching with tenure

In imagining the creation of tenure-track teaching-intensive positions, we do not intend to create a class of faculty that is in any way subordinate to current tenure-track faculty. The university and association agree that the same opportunities for career development and promotion should be made available to faculty in all types of tenure track positions. Criteria for promotion and tenure with a focus on pedagogical achievements would need to be developed to reflect the difference in workload distribution in the teaching-intensive positions.

The parties agree to jointly propose to the Faculty Senate the creation of a joint taskforce to explore the creation of tenure for teaching at Portland State. If the Faculty Senate creates and charges such a taskforce, and requests our participation, the parties agree to participate. The task force should consist of 8 members, including 2 chosen by the administration, 2 chosen by AAUP, 5 chosen by the faculty senate. The task force should consist primarily of tenured faculty.

The University agrees to provide support to fund the research required to develop a solid assessment and proposal for tenure for teaching, to hold university-wide forums to involve the campus in the discussion and, if deemed necessary by all three parties, summer stipends for a small sub-committee to work and write during the summer months.

In the interest of efficiency, the university and association offer here suggestions for a work plan. These suggestions are not binding; however we encourage the Faculty Senate, if they chose to establish the task force, to provide a clear charge that outlines expected outcomes. We suggest that the work plan be divided into two phases: (1, models and best-practice; 2, Implementation at PSU) and that campus-wide discussions be held at an appropriate time during each phase.

PHASE 1: What might this look like?

- Task force members research models and best practices for rewarding tenure for teaching.
- Two or more public forums held to present results of research and solicit feedback from campus. The forum dates should be publicized to all potential stakeholders, including but not limited to faculty, students, department chairs, administrators, and employees responsible for student and/or faculty support.
- Following the forums, feedback solicited online and by email from campus members.
- Task Force makes a progress report to Faculty Senate steering committee and to the Faculty Senate.

PHASE 2: How might this look and work at PSU?

- Task force reviews feedback and formulates a proposal for the creation and then implementation of tenure for teaching at PSU. The proposal should take best practice into account and address topics such as, but not limited to: recruitment and hiring, workload expectations, evaluation for tenure and promotion, implementation and transition to the new system.

- Forums held on campus to present the task force's proposal and solicit feedback from across campus.
- Task force recommendations presented to the Faculty Senate, questions answered, proposal discussed, then voted on at the following meeting.

LETTER OF AGREEMENT - LOA #8: Academic Professional Pay and Promotion Structure

Job Family and Compensation Study

The University agrees to commence a classification (job family) and compensation review and study project regarding AAUP-represented academic professional employees (the "Project"), managed by PSU's Office of Human Resources (HR). It is understood that the University has the right to work on other classification and compensations studies outside of this Agreement and/or to include additional employee groups within the Project.

Academic Professional Advisory Committee

The University and the Association will form an Academic Professional Advisory Committee (APAC), consisting of four (4) University representatives and four (4) Association representatives. The parties may change their respective appointees at any time. As an advisory committee, the APAC will be substantively engaged and informed throughout the Project, serve as a resource to the parties and the external consultant, and endeavor to assure that the needs and perspectives of impacted employees are considered throughout the Project.

External Consultant

1. HR will retain an external consultant with expertise in classification and compensation studies, who will assist with certain aspects of the Project.
2. The University will develop a Request for Proposals (RFP) for the consultant. The University's goal is for the RFP to be made available in February 2016, with a target RFP return date of three to four weeks.
3. The APAC will have the opportunity to review and recommend changes on the RFP, selection of the consultant, and on the development of a framework for the consultant's work related to academic professionals. The APAC will be kept informed about the division of labor between the consultant and the University and will have an opportunity to provide input regarding such division.
4. The University will provide resources adequate to conduct a comprehensive classification and compensation study. The parties agree that funding for the Project is a one-time cost to the University and will not be considered as part of the cost of negotiated changes to the contract in Article 30. The parties also understand that the cost of the study is dictated by the scope of the engagement and that the University has the ultimate right to determine the size and scope of the contract.
5. The parties anticipate that the RFP will be conducted and a consultant selected prior to the ratification of a new collective bargaining agreement. However, the parties understand that the Project will not begin until a new collective bargaining agreement, with this Letter of Agreement included, has been concluded and ratified, except for any portion of the work that the University determines should be commenced earlier in order to comply with new anticipated U.S. Department of Labor (DOL) regulations under the Fair Labor Standards Act (FLSA).

Content and Process of Study

1. The Project will include the following:
 - (a) A review of how academic professionals are categorized (grouped) and compensated.
 - (b) Analysis and rewriting of job descriptions, as required.

- (c) Analysis and the development of recommendations for a classification (job family) and compensation system for academic professionals that includes consistent titling, career pathways, appropriate internal equity between positions, and rewards recognizing experience, expertise and performance.
 - (d) Development of a list of comparators for academic professionals using local, regional and CUP A market data.
 - (e) Consideration of new anticipated DOL regulations under the FLSA and the necessary revisions to the classification and compensation of academic professionals.
 - (f) Consideration of the interests identified in the Interest Based Bargaining (IBB) process (see Appendix 1).
 - (g) Participation by individual academic professionals in an iterative process involving managers and HR.
 - (h) Development of an implementation plan for roll-out, which includes criteria for placement in job families and salary structures for those job families; a placement appeal process; and final placement for all academic professional bargaining unit positions into job families and salary structures (to include placement in potentially new families, if justifiable).
2. Any significant changes to the scope of the Project described above as it pertains to academic professionals will be discussed and agreed to by the parties.
 3. The parties will continue discussion and remain substantively engaged throughout all phases of the Project.
 4. The parties' mutual goal is for the Project to be completed within one year of hiring the consultant. The parties do not expect that the Project will take longer than two years.
 5. The parties agree to engage in interim bargaining after the Project is completed.
 6. Nothing in this LOA is meant to imply that the University and Association will bargain over the University's determination whether a particular position is exempt or nonexempt under the FLSA.
 7. The parties agree that the implementation of recommendations arising as a result of the Project (such as changes in job family and/or compensation of a position) shall not result in (a) removal of AAUP members from the AAUP bargaining unit without agreement in interim bargaining, except if there is a discovery regarding job duties that cause a position to be excluded from the bargaining unit, (b) reduction in the salary of an academic professional position, or (c) reduction of FTE of an academic professional position.

LETTER OF AGREEMENT- LOA #9: Task Force on Copyright

The University has created a Task Force on Copyright. The Association will, as soon as practicable, appoint a member to join the task force. The final report of the task force will be provided to the Association.

LETTER OF AGREEMENT –LOA #10: Summer Session Data

The University will, by October 1, provide the Association with the following data items regarding the previous summer session:

1. The courses taught during the summer session, by school or college, broken down by category of instructor (i.e., tenured, tenure-track, non-tenure track, adjunct).
2. A list of courses, by department, that had been scheduled for the summer and were subsequently cancelled prior to the beginning of the course, including the date of cancellation and enrollment in the course at the time of cancellation.

LETTER OF AGREEMENT-LOA #11: Research Bridge Funding Pilot Project

The University and the Association share interests in stability for employees and in retaining high quality research faculty. Non-tenure track research faculty occasionally experience breaks in external funding, which can result in loss of employment at the University. Access to short-term bridge funding might enable such faculty members to secure new funding and remain at the University.

The University will establish a Research Bridge Fund. The fund will be allocated \$70,000 for fiscal year 2016-17. These funds are to be used, at the discretion of the Provost, to support non-tenure track research faculty who would be terminated or experience a loss of FTE without such funding.

The Provost will convene a Research Bridge Fund Advisory Committee as soon as practicable following ratification of this Agreement. The advisory committee will include: non-tenure track research faculty member(s), principal investigator(s), institute director(s), other appropriate administrators and one additional Association member appointed by the Association. The advisory committee will provide advice to the Provost regarding the structure, criteria, application process and other details regarding the Research Bridge Fund.

It is the goal of the parties that the Research Bridge Fund be available at the beginning of the 2016-17 academic year. Once the Research Bridge Fund is available, if a research non-tenure track faculty member receives notice of termination of employment due to a loss of external funding, such termination will not become effective if an application for bridge funding is pending before the Provost.

At the end of fiscal year 2016-17, the Office of Academic Affairs will prepare a report regarding use and operation of the Research Bridge Fund and shall provide the report to the Association.

This LOA will sunset after the 2016-17 fiscal year unless extended by the parties during reopened bargaining on economic issues.

LETTER OF AGREEMENT- LOA #12: Non-Tenure Track Instructional Faculty Transition

The University and the Association share an interest in the fair and orderly transition of current non-tenure track instructional faculty from the long-standing practice of fixed-term appointments to the new practice of continuous appointment.

Non-tenure track instructional faculty members employed on the date of ratification of this Agreement shall be converted to a continuous appointment or shall be eligible to apply for a continuous appointment as follows:

1. Members with four or more continuous years of service as non-tenure track instructional faculty members as of the date of ratification of this Agreement who have been promoted in rank at the University following a promotional review shall convert immediately to a continuous appointment as defined in Article 18, Section 2(e) of the Agreement.
2. Members with six or more continuous years of service as non-tenure track instructional faculty members as of the date of ratification of this Agreement who have not promoted in rank at the University, but whose last four reviews have been positive, shall convert immediately to a continuous appointment as defined in Article 18, Section 2(e) of the Agreement. Any disagreement as to whether an annual review was "positive" shall be resolved by the Dean.
3. Members with four or more continuous years of service as non-tenure track instructional faculty members as of the date of ratification of this Agreement who have not promoted in rank at the University, and who did not convert automatically pursuant to paragraph 2, may apply for continuous appointment and shall then be reviewed for continuous appointment pursuant to guidelines adopted by the Faculty Senate (or, in the absence of guidelines, as provided in paragraph 5 below).
4. Members with less than four years of continuous service as non-tenure track instructional faculty members as of the date of ratification of this Agreement may apply for continuous appointment after four years of continuous service as non-tenure track instructional faculty and shall then be reviewed for continuous appointment pursuant to guidelines adopted by the Faculty Senate (or, in the absence of guidelines, as provided in paragraph 5 below).
5. Until the Faculty Senate has adopted guidelines governing reviews for continuous appointment:
 - a. A review for continuous appointment is to be conducted by a committee designated by the department (such as the department's Promotion and Tenure Committee or Annual Review Committee). In a department with more than one non-tenure track faculty member, the committee shall include at least one non-tenure track faculty member.
 - b. An application for continuous appointment should generally include, but need not be limited to, a narrative regarding the faculty member's teaching and reviewing the faculty member's contributions to the department, University and community; letters from colleagues at the University and, if appropriate, from members of the community; a quantitative summary of student evaluations; sample teaching materials that support the narrative; annual or multi-year review letters; and such other materials as may be required by the department.
 - c. A promotion in rank following a successful promotional review for a member with four or more continuous years of service as a non-tenure track faculty member shall result in continuous appointment.
 - d. In the extraordinary case when a promotion in rank following a successful promotional review is awarded prior to four years of continuous service as a non-tenure track faculty member, the faculty member may apply for continuous appointment after completion of four years of service and may use the promotional application materials as the basis for the continuous appointment application, supplemented to include any additional materials provided by the member or required by the department.

6. Members with more than four years of continuous service as non-tenure track instructional faculty members as of the date of ratification of this Agreement may continue to be employed on fixed-term contracts until no later than the end of the 2017-18 academic year, unless continued fixed-term appointment is appropriate pursuant to Article 18, Section 3 of the Agreement.
7. Members with less than four years of continuous service as non-tenure track instructional faculty members as of the date of ratification of this Agreement may continue to be employed on fixed-term contracts until no later than the end of their sixth year of service as non-tenure track instructional faculty members, unless continued fixed-term appointment is appropriate pursuant to Article 18, Section 3 of this Agreement.

The University and the Association recognize that the conversion of current non-tenure track instructional faculty to continuous appointment or to eligibility for continuous appointment is a complicated endeavor and that unanticipated transition issues are likely to arise. The University and the Association agree to meet as needed in order to discuss and resolve individual issues that may arise.

The University and the Association recognize that the processes for awarding continuous appointment, for evaluating faculty on a continuous appointment, and for dealing with performance issues for faculty on a continuous appointment are all new processes. The parties agree to work together prior to negotiating a successor Agreement to assess and review how these processes have worked, and to work together on making such adjustments as may be necessary to address each party's needs and interests.

LETTER OF AGREEMENT- LOA #13: Faculty Awards, Rewards, and Leaves Drafting Taskforce

The University and the Association wish to update the provisions of this Agreement detailing currently available faculty awards, rewards and leaves. The previous Appendix F to the parties Agreement was often considered confusing and has not been updated to reflect changes made during bargaining in 2015-2016.

The parties will each appoint one or two persons to serve as a task force to develop proposed contract language that correctly and appropriately reflects current practice. The task force will then recommend the proposed language to the parties for further action.

For reference purposes only, the previous Appendix F (without any changes to reflect 2015-2016 bargaining or other changed circumstances) is provided below:

APPENDIX F: AVAILABLE FACULTY AWARDS, REWARDS, AND LEAVES

RE: Rank/Pay/Leaves	Promo- tion	Merit Pay	Merit/ Equity Adj.	In- Range Salary Adv.	LWOP	FMLA/ OFLA	Career Devel. Lv.	Sabbat- ical Lv.	Vaca- tion Lv.	Sick Lv.
Notes >>	1	1	1	2			3	4	5	
Tenure-track	x	x	x		x	x	x	x		x
Non-tenure track instructional	x	x	x		x	x	x	x		x
Academic Professional			x	x	x	x	x	Note 4	x	x
Research asst/assoc		x	x		x	x	x	Note 4	x	x
Part-time instructional										
Part-time research										

RE: Awards/Rewards	Faculty Enhncmt. Awards	Faculty Travel Awards	Other Faculty Devel. Awards	Teaching, Research, Service Awards	CAE Wrkshps.	OIT Wrkshps.	Staff Fee Rate	Multi- Year Contract
Notes >>			6, 7	8			9	10
Tenure-track	x	x	x	Note 8	x	x	x	
Non-tenure track instructional	x	x	x	Note 8	x	x	x	x
Academic Professional	x	x	x	Note 8	x	x	x	x
Research asst/assoc	x	x	x	Note 8	x	x	x	x
Part-time instructional			x	Note 8	x	x	x	
Part-time research			x	Note 8	x	x	x	

Notes:

- (1) Promotion and merit pay directed by University and departmental promotion and tenure guidelines.
- (2) In-range advancement salary adjustments based on performance, per AAUP Agreement.
- (3) Approved career development leave, as leave without pay, is available to Oregon University System employees. (Reference OAR 580-021-0029)

- (4) Sabbatical leave normally applies only to instructional ranks; for other unclassified employees, special permission for exceptional cases is required. Questions may be directed to the Vice Provost for Academic Personnel and Leadership Development. (Reference University Standard 580-021-0200)
- (5) Vacation leave applies only to employees on 12-month appointments.
- (6) Other faculty development awards may be limited by gift/grant restrictions.
- (7) Faculty development awards for part-time faculty are specified per AFT Agreement.
- (8) There are many and varied teaching, research, and service awards at the University. See Office of Academic Affairs website, www.pdx.edu/oaafaculty.html, for announcements regarding awards administered centrally. Departments, schools, and colleges have awards administered at those levels; see relevant announcements, memos, and websites.
- (9) Staff fee rates apply to employees and may be transferred to one member of the immediate family each academic term. Employees are eligible in terms in which they are employed at .50 FTE or greater.
- (10) Multi-year contracts of three years duration or longer may be approved by the University President. Contracts longer than three years require OUS/Chancellor approval.

MEMORANDUMS OF UNDERSTANDING - MOU #1-#5

Memorandums of Understanding #1 August 20, 2015 (ratified by AAUP Membership 9/4/2015)

Revision to the Portland State University Promotion and Tenure Guidelines to incorporate the Portland State University Post Tenure Review Guidelines

Recital:

The Portland State University Faculty Senate adopted the Portland State University Post tenure Review Guidelines as part of the University Promotion and Tenure Guidelines on April 6, 2015.

Agreement:

- I. In accordance with Article 14 Section 3 of the PSU/PSU-AAUP Collective Bargaining Agreement between the parties, the University Promotion and Tenure Guidelines shall be modified by the addition of language attached. The parties agree to collaborate on the proper placement of the Post Tenure Review Procedure in the document.

- II. Pursuant to Article III of the Post-Tenure Review Procedures, the base salary of each tenured faculty member in the first quintile whose post-tenure review finds he/she meets standards in AY 2015-2016 will be increased by \$ 4396.00 effective September 16, 2015. The base salary of tenured faculty members in the second quintile whose post-tenure review finds he/she meet standards in AY 2015-2016 will be increased by \$ 4396.00 effective September 16, 2016. Each tenured faculty member whose post-tenure review finds he/she meets standards in each of the subsequent three quintiles will be awarded a base salary increase equal to the increase provided in AY 2015-16 plus a CPI adjustment. The assignment to quintiles shall be based upon the faculty member's "PTR Date," in reverse order with the earliest PTR dates in the first quintile.

The faculty member's "PTR Date" shall be determined as the most recent of tenure or promotion dates, and the ordering of the "PTR Dates" shall be from earliest to latest. To determine distribution between quintiles, faculty members with the same "PTR Date" will be ordered by tenure date from earliest to latest, and if necessary, further ordered by rank from highest to lowest. In cases where there is a tie after the three sort criteria are applied, the group of faculty with the same criteria will be moved to the higher quintile in the construction of the first PTR list, and in subsequent years when the list is re-ordered as a result of retirements, terminations, and opting out.

- III. The parties further agree that the timelines for the commencement of the Post Tenure Review Process in 2015 shall adhere the following timeline in place of Section IV of the agreement. After AY 2015-2016 Article IV shall apply.

2015

- June 1:** Procedures pass Faculty Senate and approved by AAUP and Provost.
- July 24:** The Provost's Office sends list of eligible faculty to deans and provides link to the approved guidelines: (<http://www.pdx.edu/academic-affairs/promotion-and-tenure-information>).
- August 7:** Deans verify list of eligible faculty in all quintiles and return verified list to the Provost Office.

- August 18:** The Provost's Office assigns faculty to quintiles 1 & 2 per PTR MOU requirements and sends list to AAUP for final review.
- August 19:** The Provost's Office will notify eligible faculty in Q1 & Q2 via email and questionnaire.
- August 24:** Deadline for faculty to complete questionnaire provided by the Provost's office.
- August 26:** The Provost's Office will follow up with faculty who have not responded to questionnaire by phone call or certified mail.
- August 28:** Deans will be notified of the results of the questionnaire.
- August 31:** Faculty members submit their formal requests to defer or opt out to their dean's office.
- September 2:** Deans send notification to faculty with copy to the Provost's Office of decisions to accept/deny requests for deferrals or opt-outs.
- September 4:** The Provost's Office notifies deans of any eligible faculty added to the first two quintiles based on number of approved deferrals or opt-outs.
- September 8:** Deans verify list of added eligible faculty and return verified list to the Provost's Office.
- September 10:** Provost's Office will notify additional eligible faculty via e-mail and questionnaire.
- September 14:** Deadline for additional faculty to request deferral or opt-out on questionnaire provided by the Provost's Office.
- September 16:** Deans email notification to faculty and copy the Provost's Office of decisions to accept/deny requests for deferrals or opt outs from additional faculty.
- September 21:** Provost's Office compiles final list of eligible faculty and submits to HR with copy to deans.
- September 22:** Provost's Office and AAUP create training modules, FAQs and departmental PTR procedures template.
- September 23:** Provost's Office sends email reminders to eligible faculty and copies their supervisors.
- September 25:** OAA and AAUP hold joint information sessions.
- October 30:** Departments develop written procedures for PTR to be included in their P&T Guidelines.
- November 16:** Departments approve procedures per their departmental approval process and submit to deans.
- December 7:** Deans approve new department PTR procedures and submit to the Provost's Office.
- 2016**
- January 8:** Provost's Office approves all departmental PTR procedures.
- January 15:** Department committees formed per guidelines.

- January 15:** Faculty dossiers due (1st and 2nd quintiles).
- March 1:** Committees complete reviews and submit report to the chairs.
- March 15:** Chair completes review and submits report to Dean.
- March 30:** Faculty member receives chair and committee reports (Assuming “meets standards” on both).
- April 15:** Dean completes review and submits report to chair, committee and faculty member (Assuming “meets standards”).

- IV. This agreement is subject to ratification of the tenure related members of PSU-AAUP.
- V. This MOU will become an addendum to the parties’ Collective Bargaining Agreement.
- VI. The parties shall convene a PTR Data committee, to meet as needed, to address issues associated with the assignment of faculty to quintiles, and the assignment of PTR Dates.

Memorandums of Understanding #2
August 12, 2015

Procedure for Transfer of Tenure Home

Recitals:

The University seeks to establish a procedure that would enable tenured and tenure track faculty members to request a transfer of their tenure home from one department to another at Portland State University.

The Parties agree:

1. The attached procedure shall be established to provide for the transfer of tenured or tenure track faculty members from one unit to another at Portland State University, and
2. This MOU shall become part of an addendum of the collective bargaining agreement between the parties, and
3. The MOU shall be enforceable through the grievance procedure in Article 28 of the collective bargaining agreement.

Procedure for Requesting Transfer of Tenure Home

Before initiating this procedure to request the transfer of tenure home, the faculty member is encouraged to pursue a dialogue with the current and potential home department(s)/unit(s) to explore the feasibility and possible impacts of transferring his/her tenure line.

1. Faculty members who wish to transfer their tenure home to another department should make a written request to the department to which they want to transfer, and to their home department, with a copy of the request to the Dean(s) or Dean Equivalent(s). In that request they should state the curricular and research reasons they feel warrant the move as well as any other issues they wish to have considered.
2. After discussion with the respective Deans, the department chair or designee and/or other department members are encouraged to have a conversation with the dean responsible for the proposed new academic home prior to department deliberations to understand the potential resource implications of a move.
- 3.
4. The chair and faculty of the department to which the faculty member wishes to transfer should review and discuss the request at a department meeting and take formal action on their recommendation. They may ask the faculty member to make a presentation or respond to questions during the meeting, however, the faculty member should not be present during the deliberations and vote. In making their recommendation the department should consider their programmatic needs, impact on students, resource implications, (one of which is the possibility that the department will need to create a new faculty line) and other factors relevant to the issue including, but not limited to clearly articulating timelines related to application for promotion and tenure.
5. The Chair of the department the faculty member wishes to transfer to should transmit the department recommendation in writing to the Dean.
6. The chair and faculty of the home department should review and discuss the request at a department meeting and take formal action on their recommendation. They may ask the faculty member to make a presentation or respond to questions during the meeting, however, the faculty member should not

be present during the deliberations and vote. In making their recommendation, the department should consider their programmatic needs, impact on students, resource implications, and other factors relevant to the issue.

7. The Chair of the faculty member's home department should transmit the home department recommendation in writing to the Dean(s).
8. The Dean(s) shall consider the recommendations and discuss with the respective departments. The Dean(s) should then forward their respective recommendations to the Provost. The Dean(s) decision is final unless the Deans are not in agreement. In the case of a denial, the Dean(s) shall specify the reason for her/his recommendation. In the event the Deans are not in agreement the recommendations from both Deans will be forwarded to the Provost.
9. The Provost will act on the request once receiving the Dean(s) and the departments' recommendations, and shall advise the faculty member, the Deans, and the departments of his/her decision in writing. In the case of a denial, the Provost shall specify the reason for her/his decision.
10. Should the request for transfer of tenure home be denied by the Provost, the faculty member may request reconsideration of the decision by the Provost within 20 business days of receipt of the denial. The faculty member may submit new materials for consideration. In addition to the submission of the request for reconsideration, the faculty member may seek a meeting with the Provost.
11. If the faculty member requests reconsideration, the Provost shall reconsider her/his decision and advise her/his decision within 10 days of the submission of the request for reconsideration, or the reconsideration meeting, whichever is later.

General Provisions

1. There shall be no retaliation against a faculty member who submits a request for transfer of tenure home. Any retaliation experienced by the faculty member should be reported to the Provost's office as soon as possible. The Provost's office, in collaboration with Human Resources, shall investigate any claims of retaliation as a result of requesting a transfer of tenure home procedure and react accordingly if retaliation is found.

Memorandums of Understanding #3
October 9, 2015

Subject: Creation of the OHSU-PSU School of Public Health (OHSU-PSU SPH)

Recitals

Portland State University (PSU) seeks to establish a new OHSU-PSU School of Public Health (OHSU-PSU SPH) in collaboration with the Oregon Health and Science University (OHSU). It is anticipated that PSU School of Community Health (SCH), and other PSU faculty members from the Mark O. Hatfield School of Government, Division of Public Administration, will subsequently seek to administratively and/or physically move to OHSU-PSU SPH. Other units or faculty members may move as appropriate.

Agreement

1. All employees of the OHSU-PSU SPH remain employees of their home institution. Employees of PSU shall be governed by rules, policies, statutes, and applicable collective bargaining agreement at PSU, and shall enjoy all rights and privileges of PSU employment. They shall retain their PSU rank, and all rights and privileges associated with that rank. Any joint appointments will have delineated a primary employer, whose rules, policies, statutes, rights and privileges of rank and other associated rights and privileges, and collective bargaining agreement, if applicable, will govern their employment.
2. Departments/units that move to OHSU-PSU SPH will follow the procedures outlined in Appendix 1. Individual tenured and tenure-track faculty members who move to OHSU-PSU SPH may subsequently request to move their tenure home consistent with the guidelines for transfer of tenure home. The parties agree to consider adopting procedures for the transfer of non-tenure track faculty position, and the transfer of academic professional positions in negotiations underway for a successor agreement to the 2013-15 Collective Bargaining Agreement.
3. This MOU, along with a memo that states the action taken by the department and/or individual faculty member to move, shall serve as an addendum to all letters of appointment in departments that vote to move to OHSU-PSU. PSU shall not otherwise modify the letters of appointment of faculty members who move to OHSU-PSU SPH without agreement of the faculty member.
4. A tenured faculty member in a department/unit that votes to move to OHSU-PSU SPH shall be given the right to opt out of the move, and request to move their tenure home (including their tenure line and associated support) to another department/unit at PSU with no change in rank, salary, or tenure status. A department/unit's decision to accept the transfer shall constitute agreement to support the faculty member with appropriate office space and additional space (e.g. lab space) to do their research, if applicable. The faculty member's tenure line will be released by the department moving to OHSU-PSU SPH to enable the faculty member and the line to move to the new department.
5. Should the "Inter-Institutional Agreement related to Joint Graduate Degrees or Certificate in Public Health Between Oregon Health and Science University and Portland State University," *OHSU Contract # AFF-2014-0354* be terminated prior to June 30, 2020 pursuant to Article 1, Section D of the agreement, PSU faculty in the OHSU-PSU SPH shall have reversion rights to be placed in another PSU college or school with the same terms and conditions of employment in place prior to the move to OHSU-PSU SPH.
6. Promotion, Tenure, Merit Pay, and Post Tenure review committees as required by PSU P&T

Guidelines shall be populated with faculty members employed by PSU. OHSU faculty members may be invited to participate on these committees in the same way an outside reviewer would be invited to participate on these committees. The duties of the department chair/chair equivalent and Dean in PSU Guidelines shall be performed as determined by the departmental guidelines and those administrators are ultimately responsible to PSU Provost.

7. Teaching, research and service expectations for PSU faculty members who move to the OHSU-PSU SPH will be consistent with other PSU faculty. The assignment of additional duties shall be addressed through the AAUP-PSU CBA Article 30 preamble.
8. Supervision of PSU employees in the OHSU-PSU SPH shall be the responsibility of department chair/chair equivalent who is responsible directly to the Dean who is ultimately responsible to PSU Provost.
9. All PSU employees in the OHSU-PSU SPH will be granted office space, tools and/or lab space as appropriate to perform their assigned duties. Employees shall be stationed proximate to the institutional resources that are necessary to perform the duties of their position.
10. PSU employees shall not have their offices or work assignments physically relocated to the OHSU campus without consulting with the affected employee.
11. Positions established with PSU as their home institution, pursuant to #1 above, shall not be eliminated or reduced for the purposes of creating substantially the same position at OHSU.
12. PSU employees who work on the OHSU campus shall be provided access and allowed to participate in OHSU phone, text, and email emergency alert systems.
13. PSU employees who work on the OHSU campus shall be provided remote access capability to PSU student and financial systems, and any other PSU system to which they require access to perform the duties of their position. If remote access is not possible, then PSU employees assigned to work at OHSU who are required to perform specific duties at PSU to utilize PSU systems or resources that are not available remotely shall be provided office space and the tools sufficient to perform their duties at PSU. PSU will provide training on access of these remote systems.
14. PSU employees in the OHSU-PSU SPH will be provided access to information resources at OHSU as allowed by the OHSU-PSU collaboration agreement. Faculty members with affiliate appointments and a letter from the Dean will be provided with full access to the OHSU Library.
15. All undergraduate students enrolled in the OHSU-PSU SPH will be matriculated at both OSHU and PSU. OHSU-PSU SPH faculty and academic professionals who serve undergraduate students who are PSU employees shall be located proximate to the students they primarily serve. Faculty who have a concern about their work location can request a schedule accommodation and/or a change in work location from the Dean of OHSU-PSU SPH.
16. PSU shall provide dedicated meeting space on PSU campus for OHSU located faculty to have office hours and/or have private one on one conversations with students. This shall include access to computers and PSU systems as necessary to provide guidance to students.
17. PSU shall provide OHSU-PSU SPH employees who have been approved by the Dean as having a need to travel to the OHSU campus the following:

- a. OHSU tram passes and
 - b. Tri-met passes subsidized at the same rate as offered to OHSU employees.
18. The parties acknowledge that PSU faculty members and academic professionals who work in the OHSU-PSU SPH are professional employees and shall retain the flexibility they currently enjoy at PSU and consistent with the needs of the school/department/unit. The OHSU-PSU SPH will establish a shared governance procedure that will include the creation of a comprehensive and faculty-approved set of the OHSU-PSU SPH bylaws and will be consistent with PSU Faculty constitution.
 18. PSU employees in the OHSU-PSU SPH who need to travel between the OHSU campus, PSU campus, and/or Collaborative Life Sciences Building on the South Waterfront shall be granted adequate travel time to and from those sites to attend required meetings, and/or other teaching assignments, and/or other assigned tasks or meetings.
 19. PSU agrees to provide prior notice to AAUP of any decisions that are being contemplated that could alter the wages, hours, and working conditions and other benefits of AAUP bargaining unit members employed in the OHSU-PSU SPH.
 20. This MOU shall be attached to and become a part of the parties' collective bargaining agreement. Alleged violations of this MOU shall be addressed through the contractual grievance procedure.

Appendix 1
**Guidelines used for Transfer of Academic Units to the
OHSU/PSU Joint School of Public Health (SPH)**

Preamble

This procedure applies only to the transfer of the unit indicated and shall not be precedential on future transfer of units across Schools and Colleges at PSU.

I. Background and Purpose

Academic units¹ (e.g., departments, divisions, programs) within a university may at some juncture wish to explore a different organizational affiliation. For example, an academic department may wish to consider moving its academic home from one school or college to another. A variety of factors may justify such a transfer of academic home in order to better facilitate achievement of the University's academic mission.

The purpose of these guidelines is to provide transparent, inclusive procedures that:

- Foster collaboration between and among departments and colleges considering such moves.
- Promote discussion on the merits of proposals.

¹ For the purposes of this template, the following definitions shall be used: (1) The *initiating unit* is the academic unit that is assessing the benefits and costs broadly conceived of relocation to another academic home within the university; (2) The *current academic home* is the school or college within which the initiating unit is presently located; (3) The *new academic home* is the school or college that is proposed to be the new organizational location for the initiating unit. (Some proposals might include options that identify multiple possible new academic homes).

- Solicit a variety of viewpoints on the educational merits of proposals.

These guidelines apply to the shifting of academic units from one college to another, from one school to another, from a school to a college or from a college to a school. Discussions may be initiated by a majority of faculty in the academic unit or by the Department Chair, Director, Dean, Provost or President however, the transfer must be faculty led and follow established Faculty Senate processes. The unit head will be responsible for shepherding the proposal through all decisions and review processes. Proposals may be withdrawn at any point in the process by the unit initiating the transfer request.

II. Principles Guiding the Transfer of an Academic Unit

The process of proposing moves and evaluating proposals adheres to three fundamental principles:

1. Shared governance
2. Academic quality and student learning
3. Inclusive and collaborative decision making process

The relocation of the initiating unit to a new academic home must support the academic mission of that unit, the proposed new academic home as well as the university, college and the other departments involved. A strategic argument – including the department’s current status as well as its desired trajectory – for the relocation should be created and shared in a transparent, productive and collegial manner that is evidenced by active and open solicitation and consideration of the viewpoints of all constituencies.

Alignment, synergies and innovations may be demonstrated by congruence and/or complementarity of the academic curricula offered by the initiating unit and the new academic home; congruence and/or complementarity of the initiating unit’s discipline(s) with the disciplines in the new academic home; and potential for new or expanded collaborations with regard to curriculum development, existing degree programs, faculty and student scholarship, community engagement and strategic enrollment management. The impact on stakeholders (including and especially students) should be assessed, and they should be given adequate notice as to changes in the academic unit’s reorganization within the university. (See item A-4 in Section IV)

III. Steps in Proposal Development

The chair or designated representative of the initiating unit will:

- A. Discuss the proposed move with faculty ² within the initiating unit to gauge interest. At this point in the process, the discussions are to determine whether there is sufficient interest in exploring moving a unit to a new academic home. A vote will be taken, in accordance with existing departmental guidelines, to determine if the chair or designated representatives may be empowered to launch a full exploration of the possible transfer of the academic unit. Units are highly encouraged to consider the needs of all members of the unit including non-tenure track faculty and academic professionals.

² Faculty as defined by the academic unit

- B. If the vote is positive, the designated department chair or representatives will meet with the deans of current and potential new academic home(s) to discuss ideas and rationale for an academic home.
- C. Draft a proposal that outlines the rationale and expectations associated with changing from the current and new academic homes (see Section IV below and OAA policies).
- D. It is recommended that the unit inform the Educational Policy Committee at this stage of conversation; prior to the development of a formal proposal. .
- E. Meet with the deans of the current and new academic home, the Vice Provost for Academic and Fiscal Planning, the Dean of the Graduate Studies and Provost to discuss draft proposal and obtain feedback from the deans and Provost about the proposed move. The proposal may be modified to clarify mutual expectations about resources, governance and other issues related to the move.
- F. A vote will be taken in accordance with existing departmental guidelines. Two-thirds of the voting eligible faculty, as defined by the academic unit, must be in support of the move to a new department.
- G. If proposal receives two-thirds affirmative vote, complete the proposal and submit to the deans as the first step in the existing process for creation, elimination and alteration of academic units (see review process at <http://www.pdx.edu/oaa/academic-units>).

IV. Proposal

A. All requests for change of academic home should include answers to the following questions:

- 1) *Objectives*: What are the goals and objectives of the proposed move?
- 2) *Current Status*: What is the current status of the unit with regard to:
 - a. Academic degree programs offered (graduate and undergraduate degrees, minors and certificates) and current numbers of students enrolled in each program
 - b. Scholarly activity (including grants and contracts and amount of extramural dollars generated in the past three years)
 - c. Existing collaborations of significance at the local, state, national and/or international levels
 - d. Vision and mission of the department
 - e. Size of staff, including number of faculty, staff and student workers
 - f. Number of untenured (tenure-track), tenured, non-tenure track Faculty (NTTF) (with lengths of contracts), academic professionals, adjunct faculty, and graduate assistants with median salary and salary ranges for each
 - g. Number and responsibilities of graduate students (if relevant), current stipends and graduate tuition remission

- h. Budget allocated to the unit
- i. A completed RCAT planner
- j. Space allocation, including number of offices for faculty, staff, students, administrators, and any other spaces (e.g., labs, conference rooms, supply rooms) used by the unit
- k. Specialized accreditation (if relevant)
- l. Existing connections and collaborations with the current and new academic home including past/current collaboration of faculty, staff and students, joint programs or appointments and affiliations with relevant centers and institutes

3) *Rationale for Reorganization*: What are the expected benefits to the initiating unit associated with relocation to a new academic home? Include a costs/benefits analysis, as possible. Responses should address the alignment, synergy and innovation elements outlined in the first point of the Principles section.

Also under consideration will be the initiating unit's history (how long initiating unit has been in current academic home, rationale for the shift, any conversations that have already taken place). Where appropriate, the initiating unit may provide a description of the criteria used to select the new academic home and a summary of where similar units are housed at comparator institutions.

4) *Impacts*: What are the anticipated positive and negative impacts of the proposed transfer on the current academic home and the new academic home? On other departments, units? On the university? On students? How will this move affect the current and new academic homes' organization?

- a. Impact on current students (both graduate and undergraduate). Include an evaluation of the following:
 - i. College- or school-specific requirements in the new and current academic homes
 - ii. types of degrees conferred, including major and minor requirements
 - iii. number and types of required courses
 - iv. student services (including academic mentors and advisors)
 - v. other
- b. Impact on current faculty and staff, especially as it relates to tenure and promotion decisions
- c. Impact on resources (number of positions, space, equipment, time)
- d. Impact on quality of program, including the impact on the following aspects:
 - i. student recruitment
 - ii. time to graduation and graduation rates
 - iii. specialized accreditation
 - iv. interdisciplinary efforts
 - v. scholarly productivity

vi. other

e. Impact on external constituents (alumni, donors, community and industry partners), including any existing agreements and expected changes to existing agreements

f. Impact on other departments and offices in both current and new academic homes.

g. A current and new organizational chart for all units affected

5) *Expectations*: What are the fundamental elements of an agreement that the initiating unit sees as critical in order for the transfer review process to move forward?

The initiating unit and the new academic home need to develop a clear understanding of how the initiating unit will administratively operate within its new academic home. This understanding shall include expectations about work assignment, governance bylaws and P&T guidelines and resources. Most of this should be contained in Section 4 above, but other, unexamined assumptions should be described and discussed.

6) *Agreement*: The current and new academic homes will develop a mutual agreement (MOU) which designates what personnel, budgets and related resources will move from the current home to the new academic home. The impacts (as described in Section 4 above) should inform the mutually agreed-upon MOU.

7) *Timing*: Achieve consensus on the initiating unit's current and new academic homes' preferred timing for the transfer of academic home and determine the rationale for this timing.

8) *Budget*. Reset expectations (revenue requirements and expenditure budget) for current and new academic homes.

V. Approval process

The following steps must take place once the proposal is developed and approved by the unit wishing to transfer:

1. A recommendation from the deans of the current unit college and the college of desired transfer.
2. The proposal, with the recommendations from the deans is forwarded to the Educational Policy Committee (EPC).
3. The EPC (in consultation with the Faculty Senate Budget Committee (FASBC) provides a recommendation to the Faculty Senate.
4. The Faculty Senate provides a recommendation to the Provost.
5. The Provost makes the final decision.
6. Budget and personnel transfers will take place in the timeline deemed appropriate

Memorandums of Understanding #4
November 5, 2015

Subject: GSE Doctoral Faculty Workload Release Policy

Recitals:

The Graduate School of Education (GSE) has had a Release Time Policy in some form since approximately 2003. Release Time and Workload are mandatory subjects of bargaining. On or about July 31, 2015 PSU-AAUP became aware the GSE's intention to make modifications to the policy.

Agreement:

1. The parties agree to adopt the Doctoral Faculty Workload Release Policy dated January 21, 2015.
2. If, for any reason, the release time earned pursuant to the policy cannot be compensated as indicated in the policy, the parties will meet and negotiate how the issue should be resolved.
3. Should GSE seek modifications to the policy, the University shall provide notice to the Association of those modifications prior to implementation.
4. This MOU and the policy will be incorporated in the parties Collective Bargaining Agreement and be subject to the grievance procedure.

Memorandums of Understanding #5
June 25, 2015

Subject: HIPAA Policies

The University will provide PSU-AAUP with HIPAA policies developed pursuant to 1.1 of the PSU HIPAA Compliance policy. The University, through Research and Sponsored Projects, will Provide PSU-AAUP with copies of all subsequent changes made to HIPAA policies pursuant to paragraph 1.1 of the Policy within 30 days of the change.