

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

For the Period
May 5, 2021 through November 30, 2024
Effective May 5, 2021

Version 11 Includes
COVID IMPACT MOAs 1-21
ERRATA MOAs 1-7
INTERIM MOAs 1-43
Through October 15, 2024

Version History:

- V1: AAUP Housekeeping 1 pre ratification (incorporate Interim MOAs 2015-19 CBA prior to bargaining)
- V2: AAUP Housekeeping 2 pre ratification (incorporate Interim MOAs FROM during bargaining 2021-204 CBA)
- V3: AAUP Housekeeping 3 pre ratification (Final review working document prior to publication)
- V4: Published CBA June 11, 2021
- V5: PSU Errata & Interim MOA Working Document through June 10, 2022
- V6: PSU Errata & Interim MOA Final New File Working Document to AAUP June 29, 2022
- V7: PSU Errata & Interim MOA Working Document through February 15, 2024
- V8: Published CBA revision New File all Errata and Interim MOAs through February 15, 2024
- V9: Published CBA revision New File all Errata and Interim MOAs through April 5, 2024
- V10: Published CBA revision New File all Errata and Interim MOAs through August 27, 2024 with AAUP Edits Confirmed
Interim MOU #42 Aug 27, 2024
- V11: Published CBA revision New File all Errata and Interim MOAs through October 15, 2024 with Interim MOU #43 Oct 15,
2024

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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.

1 **Section 5.** The University agrees to post the Agreement on the [Human Resources website](#) within fifteen
2 (15) working days after the Agreement is signed and to e-mail notification and the website link to the
3 Association and to each member then and thereafter employed. The University also agrees to provide the
4 Association, without charge, 100 copies of the agreement within sixty (60) days. The Association may
5 purchase additional copies from the University if they are available.
6

7 **Section 6. CUPA-HR On Demand Subscription Service**
8

9 The Association will be provided access to all CUPA-HR data on demand surveys going forward through
10 the University subscription and will be billed annually upon receipt of the invoice from CUPA-HR for
11 20% of a five-way share of this information with PSU's Office of Human Resources, Office of Academic
12 Affairs, Office of Institutional Research, and Office of Finance and Administration.
13

14
15 **Article 4. RESPONSIBILITIES OF THE MEMBERS**
16

17 Members of the bargaining unit shall be available to perform duties during the period of their contractual
18 appointments, as defined by the Notice of Appointment and the position description. Duties are normal
19 duties of University faculty members. Among those duties are scheduled and unscheduled teaching;
20 academic advising of students, including provision for regularly scheduled office hours; scholarly activities;
21 professionally related public service; administrative activities, including assistance in the admission,
22 orientation and registration of students, and service on committees; student support service activities;
23 attendance at spring commencement by all tenured faculty (which shall be conducted as a secular activity);
24 and course and curriculum planning.
25

26
27 **Article 5. RESERVED RIGHTS OF THE UNIVERSITY**
28

29 The University retains and reserves to itself all rights, powers, authority, and responsibilities vested in it,
30 whether exercised or not, including but not limited to the right to plan, govern, and control the University;
31 and in all respects carry out its ordinary and customary functions of management, including the ability to
32 ascertain whether or not a member of the bargaining unit is meeting responsibilities as defined in [Article 4](#)
33 [\(RESPONSIBILITIES OF MEMBERS\)](#). All such rights, powers, authority, and responsibilities are
34 retained by the University subject only to those limitations expressly imposed by this Agreement. Without
35 limiting the foregoing, the University expressly reserves the right to make final decisions with respect to
36 members to appoint, reappoint, promote, or award indefinite tenure to them.
37

38 **Article 6. EXCHANGE OF INFORMATION**
39

40 **Section 1.** During the term of this Agreement, the University shall make available to the Association
41 within thirty (30) days after the person designated by the University as described in Section 6 of this article
42 receives a written request therefore, all factual information reasonably required for the Association to
43 administer this Agreement and to negotiate subsequent Agreements.
44

45 The Association may agree to extend the deadline upon receipt of a written request explaining the need for
46 the extension.
47

48 **Section 2.**
49

- 1 (a) By the fifteenth (15th) of each month, the University shall provide the Association with a data file
2 which lists the following updated information for the previous month concerning all members of the
3 bargaining unit: deduction plan, nine-digit ID, name, FTE, rank, rank date, Academic Professional job
4 family and level, salary rate, appointment start date, tenure status, term of service, major organization
5 code, department, most recent hire date, leave type, leave start date, leave end date, highest degree,
6 degree institution, degree date, address, classification code, bargaining unit members added to the unit,
7 bargaining unit members removed from the unit, coded as to reason for removal, as well as the
8 member's current email address and current campus phone number.
9
- 10 (b) In the event a member is excluded from the bargaining unit, the University will copy the Association
11 on the letter that communicates and explains the exclusion of a bargaining unit member within 15 days
12 of the decision.
13

14 **Section 3.** The University will provide the Association with an annual report of changes in bargaining unit
15 members' salaries due to: (a) correction of salary anomalies including, but not limited to, corrections made
16 due to salary rates below contractual minimums, unauthorized salary rate changes, and incorrectly written
17 contracts; and (b) special salary increases for reasons including, but not limited to, equity, retention, and
18 increased job duties; and (c) increases due to a post-tenure review, or increases in salaries of academic
19 professionals from the in-range salary advancement pool.
20

21 This annual report will include the name of bargaining unit member, the effective date of the salary
22 change, the amount of the salary change, and the reason for the change. The University will provide the
23 Association with the report no later than September 1 for salary changes made during the previous fiscal
24 year.
25

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

29 **Section 5.** The University will provide the Association with an annual report of all promotion and tenure
30 decisions concerning bargaining unit members made by the President during an academic year no later
31 than the following August 1.
32

33 **Section 6.** Within fifteen (15) days after Human Resources is notified of the effective date of the
34 resignation or retirement of a member, or the date of a death of a member, the University shall send notice
35 thereof to the Association.
36

37 **Section 7.** At the time the University sends a notice of termination to any member of the bargaining unit,
38 a copy of such notice shall be sent to the Association within 15 days of the date the notice is sent to the
39 member.
40

41 **Section 8.** At the time the University sends a notice of promotion, re-ranking, decision on an application
42 for continuous appointment, denial of a sabbatical application, or assignment to a new job family to any
43 member of the bargaining unit, a copy of such notice shall be sent to the Association within fifteen (15)
44 days of the date the notice is sent to the member. The University will also provide notice to the
45 Association: (1) within fifteen (15) days of the establishment of a final professional development plan
46 following a post-tenure review determination that a tenured faculty member does not meet standards, and
47 (2) within fifteen (15) days of the establishment of a final remediation plan following the unsatisfactory
48 evaluation of a non-tenure track faculty member on a continuous appointment.
49

1 **Section 9.** Within fifteen (15) days of the execution of this Agreement and any time a change is made, the
2 University shall send the Association the name of the person(s) responsible for complying with Sections 1
3 through 8 and Section 11 of this Article.
4

5 **Section 10.** The University reserves the right to charge the Association at customary billing rates for the
6 costs of file searching, analysis, generation, and reproduction of information furnished in compliance with
7 this Article. When the University expects to make a charge, it will furnish the Association an estimate of
8 the cost and obtain Association authorization before proceeding to comply with the request.
9

10 **Section 11.** The University agrees to provide Association with additional information in other sections of
11 the contract enumerated here for reference:
12

- 13 a. List of all members whose member dues or voluntary representation fees were cancelled during the
14 annual cancellation period to the Association within 15 days of the closure of the cancellation
15 period. The University shall confirm cancellation of member dues or representation fees for each
16 cancellation done outside the window period. [[Article 10, Section 5 \(C\)](#)]
17
- 18 b. Should a PSU-AAUP member or voluntary service fee payer move to a new position that is not
19 represented by PSU-AAUP, the University shall notify AAUP that they have moved into a new
20 position that is not represented by PSU-AAUP. [[Article 10, Section 6 \(A\)](#) and [Article 10, Section 6](#)
21 [\(b\)](#)]
22
- 23 c. Notice to the Association of the scheduling of a new hire orientation at least five (5) working days
24 in advance of the orientation, and the list of attendees no later than two (2) working days prior to
25 the orientation. [[Article 10, Section 10 para 2](#)]
26
- 27 d. Decision of Associate Vice President HR for Appeal of an Academic Professional Position Review
28 [[Article 17, Section 4 \(e\) First Level of Appeal para 2](#)]
29
- 30 e. Decision of Provost or relevant Vice President for Appeal of an Academic Professional Position
31 Review [[Article 17, Section 4 \(e\) Second Level of review](#)]
32
- 33 f. Annual report of information concerning advancement, appeals, and requests for position review
34 and professional development plans for Academic Professionals from Association Vice President
35 Human Resources [[Article 17, Section 7 \(b\)](#)]
36
- 37 g. Notification (and opportunity to provide input) if substantial changes are contemplated for the
38 evaluation guidelines for academic professionals [[Article 17, Section 8 \(e\)](#)]
39
- 40 h. Notification (and invitation to participate) in academic professional workload ad hoc committee
41 [[Article 17 Section 10 \(b\)](#)]
42
- 43 i. Department change in curricular or programmatic needs to justify layoff of NTTF on continuous
44 appointment [[Article 18 Section 2 \(e\)\(4\)\(i\)](#)]
45
- 46 j. Notice of reversal of layoff and recall of NTTF [[Article 18, Section 2 \(e\)\(4\)\(v\)\(c\)](#)]
47
- 48 k. Notice to extend NTTF fixed term appointment beyond 3 years [[Article 18, Section 3](#)]
49

- 1 l. Decision to appoint a NTTF with a fixed term contract to a NTTF position eligible for
2 Continuous Appointment [[Article 18, Section 3](#)]
3
- 4 m. Report on the IPDA that went unused and were reverted to the College, School or other unit and
5 the use of such funds [[Article 19 Section 3 \(h\)](#)]
6
- 7 n. The Unspent Faculty Development Funds unspent in the previous year by Sep 15 of each year
8 [[Article 19 Section 5 \(a\)](#)]
9
- 10 o. Declaration that a condition of financial exigency exists, or that a condition requiring departmental
11 reductions or eliminations exists [[Article 22 Section 3\(a\)](#)]
12
- 13 p. The provisional plan to address the condition requiring a declaration of financial exigency, or a
14 condition requiring departmental reductions or eliminations [[Article 22 Section 4](#)]
15
- 16 q. The request by a member for a retrenchment hearing, and need for PSU-AAUP appoint a member
17 to the advisory retrenchment hearing panel [[Article 23 Section 1, para 2](#)]
18
- 19 r. The decision of the President of a retrenchment hearing [[Article 23 Section 6](#)]
20
- 21 s. Reports regarding the maintenance of standards prescribed for air and water quality, safe working
22 conditions, seismic safety, and vector control [[Article 24 Section 1](#)]
23
- 24 t. To the extent permitted under law, faculty reports of incidents of threatening student conduct filed
25 with Campus Public Safety or Enrollment Management and Student Affairs [[Article 24 Section 2](#)]
26
- 27 u. Annually by December 1, a list including an itemization of the minimum components of a faculty
28 office deemed to be lacking for each individual faculty member [[Article 24 Section 5 \(d\)](#)]
29
- 30 v. Results of all surveys on faculty working conditions, educational media services, and information
31 on technology/computer resources within one month of completion [[Article 24, Section 5 \(e\)](#)]
32
- 33 w. Details of the Portland Streetcar contract and any changes made to contract during term of CBA
34 [[Article 25, Section 5](#)]
35
- 36 x. Delivery of a written complaint from the President to a bargaining unit member seeking sanctions
37 more severe than an Oral Reprimand [[Article 27 Section 3 \(c\)](#)]
38
- 39 y. Notification of the suspension of a member during the pendency of proceeding [[Article 27 Section](#)
40 [3\(d\)\(1\)\(ii\)\(b\)\(1\)](#)]
41
- 42 z. Notification of request by a bargaining unit member to have the imposition of a severe sanction
43 reviewed by an ad hoc committee of peers; notification to PSU-AAUP to appoint a member to
44 serve on the panel [[Article 27 Section 3\(e\)](#)]
45
- 46 aa. The President's decision to impose or not impose a severe sanction [[Article 27 3\(g\)](#)]
47

- 1 bb. Prior to January 1 of each year of this agreement, the Office of Human Resources will provide the
 2 new minimum salary rates for faculty members to the Association [[Article 30, Section 5\(a\)\(1\)](#) and
 3 [Article 30, Section 5\(a\)\(2\)](#)]
 4
- 5 cc. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum
 6 and maximum salary rates for Academic Professionals to the Association [[Article 30, Section 6\(b\)](#)]
 7
- 8 dd. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum
 9 reassignment salary increase amount to the Association and will publish the new amount on its
 10 webpage [[Article 30, Section 7A\(a\) para 2](#)]
 11
- 12 ee. Prior to implementing any decision to award salary increases to groups of members other than
 13 increases in Article 30, the University will notify the Association of the decision and will furnish
 14 the Association with a reasonable written description of the nature and purpose of the increases.
 15 [[Article 30, Section 9](#)]
 16
- 17 ff. The DSLB quarterly report [[Article 32 Section 14\(l\)](#)]
 18
- 19 gg. Office Research and Graduate Studies report on use and operation of Research Bridge Fund end
 20 of fiscal year 2022 [[LOA #2 para 4](#)]
 21
- 22 hh. PSU agrees to provide prior notice to AAUP of any decisions that are being contemplated that
 23 could alter the wages, hours, and working conditions and other benefits of AAUP bargaining unit
 24 members employed in the OHSU-PSU SPH [[MOU 01\(19\)](#)]
 25
- 26 ii. Updates about RGS [staffing] will be shared no less than annually at the labor management
 27 meetings. In the case of additional changes in staffing levels [from the April 9, 2020 MOA], AAUP
 28 will be notified within 30 days. [[MOA 07\(10\)](#)]
 29

30 **Section 12.** HIPAA Compliance Policies. The University will provide PSU-AAUP with HIPAA policies
 31 developed pursuant to 1.1 of the [PSU HIPAA Compliance policy](#). The University, through Research and
 32 Graduate Studies, will Provide PSU- AAUP with copies of all subsequent changes made to HIPAA
 33 policies pursuant to paragraph 1.1 of the Policy within 30 days of the change.
 34
 35

36 **Article 7. CONSULTATION**

37
 38 **Section 1.** The Association and the President of the University or his/her designee agree to meet at the
 39 request of either party to discuss matters pertinent to the implementation or administration of this
 40 Agreement. The parties shall meet within ten (10) days of receipt of a written request for a meeting. The
 41 request shall contain an agenda of items to be discussed.
 42

43 **Section 2.** There shall be a labor/management committee consisting of four members: the Vice Provost
 44 for Academic Personnel and Leadership Development, a person designated by the President of the
 45 University, and two Association members or staff, designated by the President of the Association. The
 46 number and composition of the committee can be changed by mutual agreement.
 47

1 The committee shall meet at least monthly, unless otherwise agreed by the parties, to discuss matters
2 concerning bargaining unit members—for example, workload, strategies for communicating Agreement
3 requirements, or other issues of joint concern.
4

5 **Section 3.** The parties understand and agree that meetings held as provided in Sections 1 and 2 of this
6 Article shall not constitute or be used for the purpose of contractual negotiations. Neither shall such
7 meetings be used in lieu of the grievance procedure provided in [Article 28 \(RESOLUTION OF](#)
8 [DISPUTES\)](#).
9

10 **Article 8. PAST PRACTICES**

11
12 **Section 1.** All well-established practices and policies in effect on the date this Agreement is executed,
13 concerning terms and conditions of employment which significantly affect members shall be maintained
14 for the period of this Agreement unless modified by this Agreement or by mutual consent.
15

16 Any ambiguities between past practices, as herein defined, and other Articles of this Agreement shall be
17 resolved in favor of the other Articles.
18

19 **Section 2.** Nothing in this Agreement shall be construed to deny or diminish the opportunities and
20 responsibilities of members to participate directly, within regularly established procedures, in the formation
21 and recommendation of educational policy within the University, its colleges, schools, departments, and
22 institutes.
23

24 25 **II. ASSOCIATION MATTERS—Articles 9 - 11**

26 27 28 **Article 9. DUES DEDUCTION**

29 [Updated from [Interim MOA # 30](#) and Interim MOU #42]
30

31 Upon written request on a form provided by the Association, members of the Association may have
32 regular dues deducted from their paychecks in amounts and at times certified by the Treasurer of the
33 Association. Authorization to deduct dues shall remain valid until written notice is given to the University
34 by the Association to cancel the authorization. The University will, by the fifteenth (15th) of the month
35 following the deduction, send payment to the Association for the total amount so deducted accompanied
36 by a listing identifying the members and the amounts for whom the deductions are being paid. In the event
37 that the University discovers or learns of a dues deduction error, a notification will be sent to the affected
38 employee and a copy of this notification will be sent to the Association. The University may use email as
39 the method of notification.
40

41 **Article 10. ASSOCIATION DUES AND VOLUNTARY REPRESENTATION FEES**

42 [updated from Interim MOA #30 and Interim MOU #42]
43

44 **Section 1: Definitions**

45
46 Member: a Portland State University employee whose position is in the AAUP Bargaining Unit who
47 either:

- 48 • submitted a [Membership Application](#) prior to the execution of this agreement, or
49

- submitted a “[Payroll Deduction Authorization/Membership Application](#)” to PSU-AAUP after the execution of this agreement indicating their enrollment as a member of PSU-AAUP, and their agreement to pay member dues.

Voluntary Representation Fee Payer: a Portland State University employee whose position is in the AAUP Bargaining Unit and who affirmatively consented and voluntarily submitted a “[Payroll Deduction Authorization/Membership Application](#)” to PSU-AAUP after the execution of this agreement, indicating their agreement to voluntarily pay representation fees to PSU-AAUP in support of the work of the Association, without choosing to become a member of the Association.

Associate Member: a Portland State University employee whose position is not in the AAUP bargaining unit, who either:

- has submitted a “[Payroll Deduction Authorization/Membership Application](#)” to become an Associate Member after the date of execution of this agreement, or
- was previously an Associate member on the date of execution of this agreement.

Non-member: a Portland State University employee whose position is in the AAUP Bargaining Unit and who is neither a Member nor a Voluntary Representation Fee Payer.

Section 2: Implementation

A. Employees hired prior to the execution of this agreement:

- Members of PSU-AAUP prior to the execution of this agreement, will be presumed to remain members in good standing of PSU-AAUP and will continue to have dues deducted as previously authorized. Their member applications will remain valid for the duration of their employment within the bargaining unit or until written notice is provided to the Association per the requirements of Section 5, below.

B. Employees hired after, or who authorize deductions after, the execution of this agreement:

- An employee whose position is in the AAUP bargaining unit can elect to become a PSU-AAUP fee-paying member or a PSU-AAUP voluntary representation fee payer by completing and submitting the “[Payroll Deduction Authorization/ PSU-AAUP Membership Application](#)” to PSU-AAUP. PSU-AAUP will then submit notification to the Office of Human Resources that will include the employee’s name, University email address, and University ID number. This notification will be submitted in a mutually agreed upon electronic format. PSU-AAUP will notify the University no later than the 10th of the month for deductions to take effect within the same month. It is understood and agreed that PSU-AAUP is solely responsible for receiving and verifying all dues deductions authorizations.
- The Office of Human Resources, upon the commencement of employment, will provide each new employee in the AAUP Bargaining unit with a link to the [Payroll Deduction Authorization/ PSU-AAUP Membership Application](#) at the time new employees are provided with other new employee enrollment information.

1 **Section 3: General Terms**

- 2
- 3 A. The [“Payroll Deduction Authorization/ PSU-AAUP Membership Application”](#) shall be created
- 4 and maintained by PSU-AAUP and provided to the University by the Association for distribution
- 5 (example is [Appendix A](#)). The “Payroll Deduction Authorization/ PSU-AAUP Membership
- 6 Application” will be updated periodically by the Association as it deems necessary.
- 7
- 8 B. Whenever a member dues or voluntary representation fee rate change is required, by the 10th of the
- 9 month preceding implementation, the amount or rate of the payroll deduction shall be provided to
- 10 the University in writing by the Association for implementation on the 1st of the following month.
- 11
- 12 C. PSU-AAUP will maintain and make available the “Authorization to Discontinue Member Dues or
- 13 Representation Fee Deduction” form. The Office of Human Resources will direct all requests for
- 14 this form to the Association.
- 15

16 **Section 4: Payroll Processes**

- 17
- 18 A. The University will deduct current Association dues or voluntary representation fees from the
- 19 salary of each employee who voluntarily elects and authorizes such deduction as indicated on the
- 20 [“Payroll Deduction Authorization/ PSU-AAUP Membership Application.”](#)
- 21
- 22 B. Voluntary representation fees shall be calculated and withdrawn from employees who have
- 23 authorized a deduction on any and all applicable salary received for the month.
- 24
- 25 C. New authorizations submitted to payroll on or before the last calendar day for each month will be
- 26 effective for deductions in the following month.
- 27
- 28 D. Paystub representations:
- 29 The University agrees to have clear representation information on the paystub to show the
- 30 following:
- 31
- 32 a. Member dues
- 33 b. Associate member dues
- 34 c. Voluntary representation fees
- 35
- 36 E. Banner coding for AAUP Status:
- 37 Membership, Voluntary Representation Fee Payer, Associate Member, and Non-member status
- 38 will be assigned separate codes for use in Banner to represent AAUP Status.
- 39
- 40 F. Banner coding for Date of Entry into the AAUP Bargaining Unit
- 41 This field shall indicate the date at which employee was first eligible for membership in the AAUP
- 42 Bargaining Unit. This is a change from current field definition, which is the date that AAUP
- 43 deductions first began.
- 44

45 **Section 5: Cancellation of Member Dues and Representation Fees**

- 46
- 47 A. PSU-AAUP will be responsible for receiving and verifying all member dues or voluntary
- 48 representation fee cancellation requests from members or fee payers and providing notifications of
- 49 cancellations to the Office of Human Resources. Notifications will include the member’s name,

1 University email address and University ID. These notifications will be submitted in a mutually
2 agreed-upon electronic format. PSU-AAUP will notify the University no later than the 10th of the
3 month for cancellations to take effect within the same month.
4

- 5 B. The Office of Human Resources will accept PSU-AAUP's notification as the only valid way to
6 cancel dues or fees for any PSU-AAUP member.
7

8 Should the Office of Human Resources receive a request directly from a member to discontinue
9 member dues or voluntary representation fees, they will advise them that Human Resources does
10 not process these requests directly from employees, and the Office of Human Resources will direct
11 them to contact PSU-AAUP.
12

13 If a cancellation request arrives via email, the Office of Human Resources will forward the
14 member's request in separate email to PSU-AAUP at aaup@psuaaup.net.
15

- 16 C. The University shall provide a list of all members whose member dues or voluntary representation
17 fees were cancelled during the annual cancellation period to the Association within 15 days of the
18 closure of the cancellation period. The University shall confirm cancellation of member dues or
19 representation fees for each cancellation done outside the window period.
20

21 **Section 6: When a Member or Fee Payer moves from a Represented to an Unrepresented Position**

22

- 23 A. Should a PSU-AAUP member move to a new position that is not represented by PSU-AAUP, the
24 University shall notify them via email, with a copy to AAUP, that they have moved into a new
25 position that is not represented by PSU-AAUP. If they have questions about Associate
26 membership, they should contact the PSU-AAUP.
27

- 28 B. Should a PSU-AAUP voluntary representation fee payer move to a new position that is not
29 represented by PSU-AAUP, the University will notify them via email, with a copy to AAUP, that
30 they have moved into a new position that is not represented by PSU-AAUP and they should
31 contact PSU-AAUP about their representation fee status.
32

33 **Section 7: Conversion of voluntary representation fees to member dues**

34

35 The University will change the deduction for a voluntary representation fee payer from voluntary
36 representation fee payer to PSU-AAUP member when PSU-AAUP submits a notification to that effect.
37 This notification will include the member's name, University email address and University ID number, and
38 will be submitted in a mutually agreed-upon electronic format. A member can move from a voluntary
39 representation fee payer to dues paying member at any time.
40

41 **Section 8: Conversion of member dues to voluntary representation fees**

42

43 The University will change the deduction from member dues payer to voluntary representation fee payer
44 for a PSU-AAUP member when PSU-AAUP submits a notification to that effect. This notification will
45 include the member's name, University email address, and University ID number, and will be submitted in
46 a mutually agreed-upon electronic format. A member can move from dues paying member to
47 representation fee payer at any time. It is understood and agreed that PSU-AAUP is solely responsible for
48 receiving and verifying all authorizations to change the deduction from member dues to voluntary
49 representation fee payer.

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Section 9. 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.

Section 10: New Hire Orientation

The Office of Human Resources and the Office of Academic Affairs shall provide the Association with an opportunity to meet with new employees at campus-wide new hire and/or new faculty orientations set up to introduce new employees to the University.

The University will provide the Association with a minimum of thirty (30) minutes to meet with new employees of the AAUP bargaining unit at campus wide New Hire and Faculty orientations. The Association’s segment of the new hire orientation will be at a scheduled time. The University will provide notice to the Association of the scheduling of the orientation at least five (5) working days in advance of the orientation and will provide the list of attendees no later than two (2) working days prior to the orientation. In addition to new employees, the University will schedule any current employees not in the AAUP bargaining unit that will be entering the bargaining unit to attend the AAUP segment of the new hire orientation. The University will provide the Association with a separate room to meet with new employees in the AAUP bargaining unit. The Association’s segment of the new hire orientation will be within the advertised start time and the advertised end time of the new hire orientation.

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.

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

7
8 **Section 3. Course Releases and Overloads**
9

10 In order to facilitate the ability of members to perform Association duties for bargaining or other
11 Association duties as provided in Sections 1 and 2 above, up to eleven (11) course releases (or the
12 approximate equivalent for academic professionals and non-instructional members – see below) shall be
13 available to Association members per academic term (not including Summer Term). The first, third, and
14 fifth course releases provided during an academic term shall be provided without reimbursement to the
15 University. The Association shall reimburse the University for the second, fourth, sixth, seventh, eighth,
16 ninth, tenth and eleventh course releases provided during an academic term at the adjunct instructor rate
17 per credit hour for instructional members. Association members shall be limited to one course release per
18 academic term, except during reopener and successor bargaining when more than one course release per
19 term can be made available to members.
20

21 The University shall make best efforts to provide a release from work to non-instructional members that is
22 equivalent to the release from work provided to instructional members on a case-by-case basis. When
23 release time is provided and if the non-instructional member is replaced, it will be reimbursed at actual
24 replacement costs. If a release from work cannot be effectuated, then equivalent for non-instructional
25 members will be in the form of overloads. Overloads will be provided to non-instructional members at
26 0.10 FTE of their annual salary rate per academic term to participate in bargaining activities for up to 156
27 hours. The OPE on all overload wage agreements shall be paid by the University. Overload payment for
28 Association duties shall be limited to three members per team.
29

30 If release time is necessary for bargaining during Summer Term, the parties agree to meet and discuss how
31 to address the need.
32

33 Release Time shall be provided to twelve-month members who need to be released to perform Association
34 duties other than bargaining during summer term in accordance with paragraphs 1, 2, and 3 of Section 3,
35 above.
36

37 **Section 4. Scheduling of Released Time**
38

39 The Association shall notify the University at least thirty (30) days prior to the beginning of an academic
40 term in which a released time assignment will begin. Said notification shall include the name of the
41 member to receive the released time assignment and the purpose of the released time. The thirty- (30) day
42 notification period may be waived by mutual agreement of the parties. The University will generate all non-
43 instructional overload wage agreements in a timely manner.
44

45 The activities performed on behalf of members of the unit by those permitted released time under this
46 Article shall be credited as service to the University.
47
48

1 **III. TERMS AND CONDITIONS OF EMPLOYMENT—Articles 12 - 26**

2
3
4 **Article 12. ACADEMIC FREEDOM AND GOVERNANCE**

5
6 **Section 1.** The University and Association endorse the principles of academic freedom articulated in the
7 [American Association of University Professors 1940 Statement of Principles on Academic Freedom and](#)
8 [Tenure](#)¹ and defined in the [Board of Trustees Policy on the Roles of the Board, President and Faculty,](#)
9 [Shared Governance and Academic Freedom, adopted by the Board on June 22, 2017.](#) Faculty are entitled,
10 without institutional discipline or restraint, to discuss all relevant matters in the classroom, to explore all
11 avenues of scholarship, research, and creative expression, and to speak or write on matters of public
12 concern as well as on matters related to professional duties and the functioning of the University.
13 Academic freedom carries with it certain responsibilities, such as the faithful performance of professional
14 duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make
15 it clear that when one is speaking on matters of public interest, one is not speaking for the institution. The
16 University affirms its continued commitment to the protection of academic freedom with changes in the
17 political and technological landscape.

18
19 **Section 2.** Notwithstanding the exclusive right of the association to negotiate and reach agreement on
20 terms and conditions of employment, recognized in [Article 1 \(RECOGNITION\)](#), and the right of the
21 University to carry out its ordinary and customary functions of management, recognized in [Article 5](#)
22 [\(RESERVED RIGHTS OF THE UNIVERSITY\)](#), the parties agree that it is mutually desirable that the
23 collegial system of shared governance be maintained and strengthened so that faculty will have a
24 mechanism and procedures, independent of collective bargaining, for appropriate participation in the
25 governance of the University. To that effect, the [Portland State University Faculty Constitution](#) shall
26 remain in existence for the duration of this Agreement subject to the provisions of the Board of Trustees
27 [Policy on the Roles of the Board, President and Faculty, Shared Governance and Academic Freedom,](#)
28 [adopted by the Board on June 14, 2017.](#)

29
30 **Section 3.**

- 31
32 (a) Except as provided in Subsection (b) of this section, Sections 1 and 2 of this Article are statements of
33 intent and policy and are not subject to [Article 28 \(RESOLUTION OF DISPUTES\)](#) of this
34 Agreement.
35
36 (b) An allegation that the [Faculty Constitution](#) has been abrogated is grievable.
37
38 (c) Alleged misapplication or misinterpretation of the Faculty Constitution is not subject to [Article 28](#)
39 [\(RESOLUTION OF DISPUTES\)](#) of this Agreement, but such allegations may be grieved through
40 other University grievance procedures.
41

42 **Section 4.** Faculty, department chairs, and deans shall have the opportunity for effective participation in
43 deliberations leading to recommendations for appointment, reappointment, tenure, or promotion of
44 faculty. The University will recommend that departments review guidelines, in addition to [guidelines for](#)
45 [promotion and tenure](#), concerning effective participation of faculty in the hiring and promotion of faculty.

¹ This relates only to the portion of the 1940 Statement that relates to academic freedom; the subject of tenure is addressed in [Article 14 \(PROMOTION AND TENURE\)](#).

1 Departments or units shall maintain guidelines for faculty participation in decisions concerning hiring of
2 faculty.

3
4
5 **Article 13. NONDISCRIMINATION**

6
7 The University and the Association will not discriminate against any member with respect to wages, hours,
8 or any terms or conditions of employment, or in the application of the provisions of this Agreement by
9 reason of age, color, handicap, disability, marital status, family status, national origin, race, religion, sex,
10 gender, gender identity, sexual orientation, or veteran status, or by reason of membership or non-
11 membership in the Association.

12
13 The Association agrees to support the University in the fulfillment of its affirmative action and equal
14 opportunity obligations.

15
16
17 **Article 14. PROMOTION AND TENURE**

18
19 **Section 1.** ["Portland State University Policy and Procedures for the Evaluation of Faculty for Tenure,](#)
20 [Promotions, and Merit Increases,"](#) dated May 17, 1996 and adopted by the Faculty Senate on June 12,
21 [1996, as most recently revised by the Faculty Senate on June 25, 2018, which includes the Post Tenure](#)
22 [Guidelines revised on May 02, 2017,](#) which specify the means of implementation of [University Standards](#)
23 [580-021-0100 through 580-021-0140,](#) shall remain in effect with respect to members of the bargaining unit,
24 except as modified by this Agreement.

25
26 **Section 2.** The University reserves its rights to alter, amend, modify, and make additions or deletions to
27 the University Standards and guidelines on promotion, the award of tenure and salary increases, after (a)
28 consultation with the Association on changes in criteria and (b) agreement with the Association on
29 changes in procedure.

30
31 **Section 3.** Except as provided for by the "Portland State University Policy and Procedures for the
32 Evaluation of Faculty for Tenure, Promotion, and Merit Increases," and the University Standards it
33 implements, the University will not employ tenure-track faculty members, on 0.50 FTE or more, for more
34 than seven (7) FTE years without the awarding of tenure.

35
36 **Section 4.** The University will not arbitrarily reduce the FTE of any faculty member for the express
37 purpose of avoiding its obligation not to employ a faculty member, on 0.50 FTE or more, for more than
38 seven (7) FTE years without the awarding of tenure.

39
40 **Section 5.** For the purpose of this Article, faculty members include only members of the bargaining unit
41 assigned to an academic program or department; a division, school, or college; and the Library.

42
43 **Section 6.** Applicable P&T guidelines

44
45 (a) All Departmental Promotion and Tenure guidelines approved by the Office of Academic Affairs
46 (OAA) will show the date of OAA approval.

47
48 (b) Tenure Track faculty members that have a first or second year review can choose to be evaluated
49 under the P&T guidelines in place at the time of hire (and as those requirements have been interpreted

1 by the SCHOOL/COLLEGE/DEPT at the time of hire), or under the P&T guidelines in place at the
2 time of their review. The member shall indicate the guidelines chosen at the beginning of their
3 narrative.
4

- 5 (c) At the time a Tenure Track faculty member submits their materials for their 3rd year review, the
6 member shall indicate at the beginning of their narrative that they choose to be evaluated under the
7 University P&T Guidelines and Department P&T guidelines in place on their hiring date, or under the
8 University P&T guidelines and Department P&T Guidelines that are in place at the time of the review.
9 That choice will carry forward to the member's subsequent reviews through to the tenure decision.
10 The member shall indicate the approval date of the Promotion and Tenure Guidelines chosen in their
11 narrative.
12

13 **Article 15. UNIVERSITY PRIVILEGES**

14 **Part A. Staff Fee Privileges**

15 **Section 1. Eligibility**

16 Members appointed at half-time or more may register for a maximum of twelve hours of credit per term at
17 the staff fee rate under the terms and conditions approved by the Board and described in the [Academic](#)
18 [Year Fee Book](#). Auditor privileges are accorded to employees under the terms and conditions approved by
19 the Board and described in the [Academic Year Fee Book](#).
20

21 **Section 2. Transfer of Staff Fee Privileges**

22 Members eligible for staff fee privileges may transfer such privileges to family members or domestic
23 partners consistent with the following terms and conditions:
24

- 25 (1) Persons eligible to receive a transfer of staff fee privileges must be either:
26
27 (a) A family member, to include spouse or dependent children, in accordance with applicable
28 Internal Revenue Service (IRS) code; or
29
30 (b) A "domestic partner," as defined in the Affidavit of Domestic Partnership, or the dependent
31 child of a domestic partner.
32
33 (2) Staff fee privileges:
34
35 (a) Are usable only by either the employee or transferee;
36
37 (b) May not be subdivided among family members or domestic partners and their dependents
38 during a term;
39
40 (c) Are limited to one transfer per term;
41
42 (d) Are limited to no more than twelve (12) academic credits per term; and
43
44 (e) There is no fee plateau at any campus for staff members, domestic partners, or eligible
45 dependents.
46
47
48
49

1
2 (3) Recipients of transferred staff fee privileges may register for courses at any Oregon University System
3 institution, subject to policies of the instructing institution. Institutions reserve the right to exclude
4 programs from eligibility for the privilege.

5
6 (4) Mandatory enrollment fees including, but not limited to, Resource, Health Service, Building, and
7 Incidental, will apply.

8
9 **Section 3: Additional Transfer Benefit of Staff Fee Privilege**

10 [\[Updated from Interim MOA #15, July 26, 2022\]](#)

11
12 Beginning Fall Term 2022, members eligible for staff fee privileges will be able to transfer an additional
13 tuition discount to an eligible dependent enrolled in undergraduate courses at Portland State University.
14 The dependent must meet the requirements listed in Section 2 (1) to be eligible for the additional staff fee
15 privileges transfer.

16
17 (1) Additional Staff Fee Privileges:

- 18 (a) Are usable only by the transferee;
19 (b) May not be subdivided among family members or domestic partners and their dependents
20 during a term;
21 (c) Are limited to no more than twelve (12) academic credits per term; and
22 (d) There is no fee plateau for staff members, domestic partners, or eligible dependents.

23
24 (2) The programs that Portland State University excludes from eligibility for the Staff Fee Privileges will
25 also be excluded from the additional transfer.

26
27 (3) Mandatory enrollment fees, including, but not limited to, Resource, Health Service, Building, and
28 Incidental, will apply to the additional staff fee transfer.

29
30 (4) The additional staff fee privileges benefit program will be monitored and reviewed during the duration
31 of the contract to inform any negotiations about the possible, additional expansion of the fee privilege
32 benefit. The University will compile a report that includes information about the usage and
33 administration of the additional staff fee privilege benefit program.

34
35 **Part B. Physical Education Privileges**

36
37 Physical education facilities are available to members for recreational purposes on payment of an
38 appropriate fee.

39
40
41 **Article 16. POST TENURE REVIEW**

42
43
44 **Section 1.** Nothing in the [“Procedures for Post-Tenure Review at Portland State University”](#) shall affect
45 or alter the Association’s ability to file a grievance, as provided in [Article 28](#), that alleges a violation of such
46 guidelines.

47
48 **Section 2.** The guidelines must at a minimum:
49

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

10
 11 **Section 3.** Results of any post-tenure review shall not be the basis for just cause for sanctions pursuant to
 12 Article 27 or unilateral changes in the faculty member’s letter of offer or supplemental letter of offer.

13
 14 **Section 4.** Post Tenure Review (PTR) for tenured faculty members in less than full-time positions

15
 16 Tenured faculty members who have regular appointments of less than 1.0 FTE are to be reviewed every
 17 five years. PTR salary increases are added in full to the Annual Salary Rate for the position before any
 18 other salary increases. This results in a prorated PTR salary increase based on FTE.

19
 20 **Section 5.** Timelines for Post Tenure Review (PTR) for tenured faculty hired mid-year.

21
 22 Tenured faculty members hired with tenure mid-year will be placed on the same PTR cycle as those hired
 23 at the beginning of the subsequent academic year.

24
 25 Mid-year is defined as any time after the start of Fall term of the academic year in which the faculty
 26 member was hired.

27
 28 Ex: A faculty member hired with tenure in January of 2017 will have a PTR Date of September
 29 2017 and will have their first PTR in Academic Year 2021-22.

PTR	Review Cycle – Mid-term Hire
AY 2016-17	Hired
1/16/2017	Hire Date
9/16/2017	Effective Date (based on MOU)
2017-18	1 year
2018-19	2 year
2019-20	3 year
2020-21	4 year
2021-22	5 year – PTR review year
9/16/2022	PTR Increase New Effective Date ALSO start of academic year 1 for the next review cycle
2022-23	Year 1 of 5

46
 47 **Section 6.** Deferral of Post Tenure Review

48 [\[Updated from Interim MOA #14 July 13, 2022\]](#)

1 *Deferral Request Process*

2
3 A faculty member is allowed to defer their PTR pursuant to reasons outlined in Section II of the 2017 PTR
4 Guidelines. Deferrals are for a one-year period and the request is subject to the approval of their Dean. To
5 request a deferral, a faculty member must submit a written request outlining the reasons for their deferral
6 of their post-tenure review to their Dean by June 1 of the academic year they were notified of their
7 eligibility. The Dean’s decision in response to the member’s request for deferral will be made on or before
8 June 15.

9
10 *Subsequent Deferral(s)*

11
12 A faculty member may apply for subsequent, one-year consecutive deferral(s) of PTR for any of the
13 reasons outlined in Section II of the 2017 PTR Guidelines. The faculty member must submit a new request
14 for any additional one-year deferral annually upon notification of eligibility for PTR following the same
15 process outlined in subsection (a) of this Section 6.

16
17
18 **Article 17. ACADEMIC PROFESSIONAL FACULTY**

19
20 **Section 1. Introduction**

21
22 Portland State University and the American Association of University Professors recognize the important
23 contributions that Academic Professionals make to the University community. As such, we are committed
24 to encouraging the professional growth and development of Academic Professionals.

25
26 **Section 2. Career Development**

- 27
28 (a) The University will publish a chart including but not limited to the types of leaves, awards, grants, and
29 appointments for which academic professionals are eligible. [[Appendix F](#)]
30
31 (b) As described in [Article 19 \(Professional Development and Support\)](#), Academic Professionals are fully
32 eligible to apply to the Faculty Development Program. The University agrees to communicate with
33 Academic Professionals at the beginning of each academic year regarding their eligibility to apply.
34
35 (c) As employees of Portland State University, Academic Professionals have career development leave
36 available to them as leave without pay, as provided for in [University Standard 580-021-0029 \[Article 32](#)
37 [Section 8\]](#). Sabbatical leave normally applies only to instructional ranks; for other unclassified
38 employees, special permission for exceptional cases is required.
39

40 **Section 3. Description of Structure**

- 41
42 (a) Structure of the System—Academic Professional positions are organized into the following [job](#)
43 [groupings \(families\)](#) based upon the job responsibilities involved:
44
45 • Academic Services
46 • Administrative Support
47 • Advising and Student Services
48 • Communications/Marketing
49 • Field, Research and Outreach Services

- 1 • Fiscal Services
- 2 • Healthcare Administration
- 3 • Legal and Compliance
- 4 • Library

5
6 Within each job grouping, Academic Professional positions are divided into various [job levels](#):

- 7
- 8 • Technical and Administrative Support - Levels 1, 2, and 3
- 9 • Individual Contributor - Levels 1,2, 3, 4, 5, and 6

10
11 Any new job family classification and any deletions of a job family or families in the current
12 classifications will be subject to consideration by the Academic Professional Appeals Advisory
13 Committee and agreement between the University and the Association.

- 14
- 15 (b) Levels within families and pay ranges are identified in [Article 30 \(SALARY\)](#) of this Agreement.
16 Available on the [Office of Human Resources' website](#) are descriptions for the [job groupings \(families\)](#)
17 and [levels](#) along with representative duties and examples of titles.
- 18
- 19 (c) Changes in Job Family Definitions: Substantial changes in family definitions which result in the
20 potential for a lower salary range shall require the parties to agree upon the salary range for the newly
21 revised family definition.

22 23 **Section 4. Annual Review of Position Description and Requests for Review of a Position's** 24 **Placement**

- 25
- 26 (a) Academic Professional position descriptions will be reviewed annually and if needed, updated as part
27 of the Academic Professional Evaluation process ([See Section 8](#)). If the Academic Professional and
28 Supervisor believe the position description updates are significant enough to warrant a change to job
29 groupings and/or career track and level, they shall make a request for a position placement review to
30 Human Resources when they update the position description.
- 31
- 32 (b) If an Academic Professional's position changes prior to their next scheduled annual review, the
33 Supervisors of Academic Professionals should update the position description and may request a
34 review of a position's placement in a job grouping and/or career track and level by submitting a
35 written request to the Office of Human Resources.
- 36
- 37 (c) An Academic Professional may also request a review of their job grouping and/or career track and
38 level in which his/her position is placed outside of their annual review cycle. The Academic
39 Professional shall first meet with their supervisor regarding the request for review. Following this
40 meeting, an Academic Professional may submit a written request for review of their position to the
41 Office of Human Resources. An employee may submit such a request twelve (12) months after
42 completion of a previous position placement review or twelve (12) months after their initial hire date.
43 The Office of Human Resources shall complete the position review within no more than thirty (30)
44 working days from the date the evaluation request is received.
- 45
- 46 (d) An Academic Professional may appeal the results of the review of their position placement by
47 submitting a written request to the Office of Human Resources within thirty (30) working days of the
48 date on which the decision was issued. The Academic Professional shall provide a copy of such an
49 appeal to their supervisor. Should a decision from the above review and appeal process result in the

1 placement of the position in a job grouping and/or level with a higher pay range, any resulting salary
2 increase will be effective the first of the month following the date the initial request [pursuant to
3 Section 4(a), (b), and/or (c)] was received by the Office of Human Resources. Academic Professionals
4 will retain a copy of their initial request to verify this submission.
5

6 (e) Appeal of Position Review Decision.
7

8 *First Level of Appeal:* Appeals can be made to the Associate Vice President for Human Resources on the
9 basis of job family placement and level placement. The request shall state the basis upon which the
10 employee is requesting a review.
11

12 A standing Appeals Advisory Committee to the Associate Vice President for Human Resources with
13 cross-campus representation will provide input and recommendations to the appeals. The Appeals
14 Advisory Committee will have at least two Academic Professional (AP) members who are represented
15 by the Association and two members representing PSU who are appointed by the Administration.
16 Each party (Association and Administration) shall also identify an alternate for their committee
17 members. APs serving on the committee shall be provided release time to participate in the committee.
18 The Appeals Advisory Committee will set a standing monthly meeting time. If no appeals have been
19 filed, the committee will not meet. The Appeals Advisory Committee shall have access to all prior
20 placement process documentation, including the documentation used by HR to make the placement
21 decision. The decision on the appeal made by the Associate Vice President for Human Resources must
22 be communicated in writing to the Academic Professional, to their supervisor, and to the Association
23 within thirty (30) working days of the date the appeal was filed.
24

25 *Second Level of Appeal:* If the Academic Professional is dissatisfied with the appeal decision of the
26 Associate Vice President for Human Resources, they may advance the appeal to the Provost, or other
27 relevant vice president, in writing within fifteen (15) working days from the date on which the decision
28 was made. The Provost, or other relevant vice president, will provide a written response within fifteen
29 (15) working days.
30

31 (f) Should a decision from the above review and appeal process result in the placement of the position in
32 a job grouping and/or level with a lower pay range, the Academic Professional's salary will not
33 decrease.
34

35 (g) Should a decision from the above review and appeal process result in the placement of the position in
36 a job grouping and/or level with a higher pay range, any resulting salary increase will be effective on
37 the first of the month following the date the initial written request was received by the Office of
38 Human Resources [based on the date the request was filed according to Section 4(b)]. In no case shall
39 an Academic Professional be paid below the minimum of the new job grouping (family) and/or career
40 track and level to which their position is assigned.
41

42 (h) Placement decisions are not grievable and are not subject to [Article 28 \(RESOLUTION OF](#)
43 [DISPUTES\)](#). Grievances may be filed based on violations of proper process as specified in Section 4
44 of this article.
45

46 **Section 5. Academic Professional Appointments and Compensation**
47

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

1
2 (a) For Academic Professionals hired after July 1, 2016, the first six (6) months of employment in an
3 Academic Professional position is a trial service period. An Academic Professional will not be required
4 to serve a trial service period when moving from another position in the bargaining unit unless it is
5 during the first six (6) months of employment in that position. Academic Professionals with six (6) or
6 more months of continuous service who experience a break in service due to a lay-off stemming from
7 change in departmental needs or program requirements will not be required to complete a new trial
8 service period if recalled. Trial service may be extended by mutual agreement of the University and
9 Association. Trial service employees may be removed from service by providing thirty (30) calendar
10 days of prior written notice to the employee and the Association at any time during the trial service
11 period. An Academic Professional on trial service is to be evaluated no later than the end of the 4th
12 month of employment. Removals from service under this paragraph are not subject to [Article 28](#)
13 [\(RESOLUTION OF DISPUTES\)](#). In the event of multiple removals from service under this
14 paragraph from any particular University unit, the parties agree to discuss the removals in the
15 [Labor/Management Committee](#).

16
17 (b) Unless their Notice of Appointment (see [Appendix I](#) for Academic Professional Template letters of
18 offer) letters indicate that the appointment is time-limited, Academic Professionals will be appointed
19 on an indefinite basis following completion of the trial service period. Such appointment may be
20 terminated only through [Article 22 \(RETRENCHMENT\)](#), [Article 27 \(IMPOSITION OF](#)
21 [PROGRESSIVE SANCTIONS\)](#), or due to a change in departmental needs or program requirements.
22 In the event of a change in departmental needs or program requirements, a written explanation of the
23 change will be provided concurrently to the employee and the Association and the Academic
24 Professional will be provided the following amount of notice of lay-off:

25		
26	Less than 1 year of service	90 calendar days
27	1 to 3 years of service	120 calendar days
28	3 or more years of service	180 calendar days
29		

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

- 33
34 (c) If multiple Academic Professionals in equivalent positions, and with equivalent position-related
35 qualifications, skills and expertise, are to be laid off due to the same change in departmental needs or
36 program requirements, then lay-off shall be in order of seniority and the employees will be laid off in
37 inverse order to length of continuous service at the University. The school/college or department will
38 make a good faith effort to find a comparable position within the University for the employees.
39
40 (d) If the reason for the decision that led to the lay-off due to change in departmental needs or program
41 requirements is reversed within one year from the date that notice of termination was provided to the
42 employee(s), the affected employee(s) will be recalled in inverse order of termination.

43
44 To exercise recall rights, an Academic Professional must:

- 45
46 1. Notify Human Resources in writing, within 30 days of the lay-off notice, of intent to be placed
47 on the recall list.
48
49 2. Inform Human Resources of any change in telephone, email or address.

3. In the event of a recall, Human Resources will contact the academic professional 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 their 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 7B](#).

Section 6. Salary Range Structure Movement and Advancement within Job Levels

- (a) 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 4 \(Salary Adjustments\)](#).
- (b) Academic Professional Advancement within a Job Level: Academic professionals will be given regular opportunities for salary progression within their job grouping/level up to the maximum salary within that range.
- i. Academic Professionals who have worked at Portland State University in an Academic Professional position for at least four years at the time of their annual evaluation will be eligible for a salary increase.
 - ii. If the Academic Professional's aggregate evaluations are rated satisfactory or above for that four-year period, they will receive the salary increase.

- 1
- 2 iii. The salary increase will be added to the base salary beginning in the July that follows the
- 3 evaluation.
- 4
- 5 iv. Thereafter, Academic Professionals will be eligible for recurring salary increases every four
- 6 years upon meeting the requirements in subsection (i) and (ii), until the maximum salary for job
- 7 grouping/level is reached.
- 8
- 9 v. Salary adjustments will begin in July, 2022. The salary adjustment amount is listed in [Article 30](#)
- 10 [Section 7B \(Academic Professional Advancement within a Job Level Salary Increase\)](#).
- 11

12 (c) An Academic Professional who obtains a salary increase under this Section will also be eligible for a

13 [Cost-of-Living Adjustment](#) in the same calendar year.

14

15 (d) Criteria listed in subsection (b) of this article will not be used by the University to prohibit an

16 Academic Professional from obtaining a Cost-of-Living Adjustment, as referenced in [Article 30,](#)

17 [Section 3.](#)

18

19 **Section 7. Assessment**

- 20
- 21 (a) The Association and the University agree to incorporate, by reference, the recommendations of the
- 22 [Academic Professional Assessment Advisory Committee final report dated September 27, 2002](#) into
- 23 this agreement.
- 24
- 25 (b) To provide the Association with sufficient information to negotiate a successor agreement, the
- 26 Associate Vice President for Human Resources will provide the Association with an annual report of
- 27 information concerning advancement, appeals, and requests for position review and professional
- 28 development plans for Academic Professionals.
- 29

30 **Section 8. Academic Professional Evaluations**

- 31
- 32 (a) All Academic Professionals shall have annual performance reviews (evaluations). The performance
- 33 review year will be the preceding 12 months. The Performance Evaluation Form for Academic
- 34 Professionals must be completed ([option 1](#) or [option 2](#)). [A calendar for the performance evaluation](#)
- 35 [cycle](#) shall be established and published at the same time as the promotion and tenure review cycle.
- 36 Academic Professionals on one-year appointments shall be reviewed annually.
- 37
- 38 (b) Each division, school, or college is required, with the participation of the appropriate academic
- 39 professional employees, to establish specific written job-relevant criteria supporting the achievement of
- 40 program, division, school or college, and university goals as well as professional growth of individuals.
- 41 Such evaluation methods and criteria should be clear and unambiguous, but also flexible; so that, when
- 42 an Academic Professional's assignment is in multiple areas such as teaching, research, administration,
- 43 and service, the evaluation will address all appropriate areas.
- 44
- 45 (c) Performance evaluations should promote the effectiveness of Academic Professionals by:
- 46
- 47 • Articulating the types of contributions that will lead to greater professional growth, recognition,
 - 48 and rewards;
- 49

- 1 • Recognizing relevant talents, capabilities, and achievements;
- 2
- 3 • Identifying job performances that were below expectations that shall be addressed during the next
- 4 evaluation period.
- 5
- 6 (d) Performance evaluations shall document in writing consideration of:
- 7
- 8 • Job performance relative to established criteria during the evaluation period;
- 9
- 10 • Professional development and future expectations.
- 11
- 12 (e) The Provost, or other relevant vice president, vice provost, or dean of each division, school, or
- 13 college is responsible for an annual evaluation of all Academic Professionals employed within their
- 14 unit. The evaluation shall be conducted according to the guidelines established by the University. [The](#)
- 15 [guidelines shall be available on the Office of Human Resources website.](#) The University will seek
- 16 input from Academic Professionals and the Association if substantial changes are contemplated.
- 17
- 18 (f) The University will provide support and training for supervisors about the AP evaluation process. If
- 19 an employee receives a negative evaluation, a written performance improvement plan will be offered
- 20 by the supervisor.
- 21

22 **Section 9. Alternative Work Arrangements and Flexible Work Schedules**

- 23
- 24 (a) **Purpose:** The University recognizes that alternative work arrangements and flexible schedules benefit
- 25 both the employees and the institution. The arrangements can increase job satisfaction and employee
- 26 retention, facilitate a family-friendly environment, and promote a healthy work/life balance. Flexible
- 27 schedules and alternate work arrangements recognizes the Academic Professional's professionalism
- 28 and can create opportunities to increase the availability of support for our diverse faculty and student
- 29 body.
- 30
- 31 (b) **Full-time overtime-exempt:** An Academic Professional's workload is expected to be approximately
- 32 2080 hours per year. Overtime-exempt Academic Professionals have no expectation of receiving
- 33 additional salary for hours that exceed this number. The Association and the University acknowledge
- 34 that the amount of work may cycle with time of year, specific assignments, and/or other situational
- 35 demands. In the event that an overtime-exempt Academic Professional's workload is unusually high
- 36 for some period of time, it is often appropriate to provide additional flexibility in order to balance out
- 37 the Academic Professional's work commitment. In such cases, the Academic Professional must work
- 38 in cooperation with the relevant supervisor to determine when and how such adjustments will be
- 39 made. (For example, an employee's schedule in subsequent weeks could be adjusted; or, if the
- 40 workload increases cyclically, there could be a subsequent decrease in work schedule.) This is not
- 41 intended as an hour-for-hour adjustment, but rather as a mechanism to provide flexibility in an
- 42 overtime-exempt Academic Professional's work schedule in keeping with work-life balance ideals. It is
- 43 not necessary for exempt employees to maintain complex records of hours worked.
- 44
- 45 (c) **Alternative Work Arrangements:** Academic Professionals may request an alternative work schedule
- 46 with their supervisors. The alternative work arrangement options are listed below. In some situations, a
- 47 combination of the options below may be appropriate. The work arrangements are subject to the

1 approval of their supervisor. The process for requesting an alternative work arrangement and the
2 criteria for approval is outlined in (d) below.

3
4 **1. Remote Work Arrangements**

5 A remote work arrangement allows employees to work all or some portion of their time from an
6 alternative work site.

7
8 **2. Compressed Schedule Arrangements**

9 A compressed schedule allows employees to work less than a traditional Monday to Friday
10 schedule. For example, 4/10's - employees works 10-hour days in a week with a 5th day off. Other
11 compressed schedule options may be appropriate.

12
13 **3. Non-Standard Work Arrangements**

14 A non-standard work schedule allows employees to work hours outside the traditional 8:00 a.m. to
15 5:00 p.m. workday. For example, an employee may start their day at 7 am or work later into the
16 evening.

17
18 **4. Occasional Flex-time request:** PSU recognizes that non-work situations can arise that cannot be
19 scheduled outside of the workday. In these cases, an employee may need to take some time to
20 attend to the situation (ex: Doctor Appt., Home repair, etc.). In general, if the employee needs to
21 flex their schedule on a temporary basis, they do not need to submit a formal request. The
22 employee should coordinate with your supervisor to "make up" the work from the missed portion
23 of the day.

24
25 (d) **Request for alternative work arrangements:** Employees interested in an alternative work
26 arrangement should make a request in writing to their supervisor. Supervisors of Academic
27 Professionals are responsible for the work schedules in their units. They have the discretion to
28 consider alternative employee schedules when requested and if suitable for positions in their area. In
29 many cases alternate work schedules may be a positive option benefiting the Academic Professional
30 and their unit; however, in some cases it may not be practical. When considering a request for an
31 alternative work arrangement, the supervisor will consider the employee's face-time requirements, the
32 feasibility of conducting work off-site, and the potential impacts the request may have on other
33 employees' abilities to utilize alternative schedules. If the request for alternative work arrangements is
34 an accommodation, please use this url - <https://www.pdx.edu/hr/employee-accommodations>
35

36 (e) **Request process:** The supervisor will generally provide their response to the request within 10
37 working days of the employee's submission. If the request is denied, the supervisor will include a
38 written rationale for the denial.

39
40 (f) **Expediated Requests:** There may be emergency situations where a request for alternative
41 arrangements needs to be expedited. In these situations, the supervisor is encouraged to respond to the
42 request as soon as practicable and should consider the circumstances that necessitate the schedule
43 change. For occasional short-term needs, Academic Professionals may flex their schedule, under
44 [section \(c\)\(4\)](#) above and after discussion with their supervisor. It is not necessary for exempt
45 employees to maintain complex records of hours worked.

46
47 (g) **Changes to Alternative Work Arrangements:** An existing alternative work arrangement may be
48 changed by an employee or their supervisor at any time, if the needs of either party changes. In the
49 event changes to the current alternate schedules are necessary, those changes will be discussed between

1 the employee and the supervisor. No changes will be affected prior to conversation between the
2 employee and supervisors. Supervisor turnover alone is not reason enough to suspend a flexible
3 and/or remote work arrangement.
4

5 (h) **Evaluation:** Employees with alternative work arrangements will be evaluated on their performance
6 and output of work regardless of their where they perform their work.
7

8 (i) **Alternative Schedule Training:** During the period of this agreement the Human Resources
9 department will, in partnership with OAA, upon request, provide training for Academic Professionals
10 and their supervisors to promote the availability of flexible scheduling and the application of [Wage and](#)
11 [Hour Law](#). Specifically, the training will cover compliance requirements of federal and state wage and
12 hour law and other contractual obligations as they pertain to employees when they travel for University
13 business, work evenings, and/or work weekends. This is an effort (1) to ensure that administrators of
14 Academic Professionals and Academic Professionals themselves properly report hours through
15 [University time sheets and roster forms](#); and (2) to guide the consistent handling of these procedures
16 across all units with Academic Professionals throughout the University. Academic Professionals, their
17 supervisors, and/or the Association may request such training.
18

19 **Section 10. Workload**

20
21 (a) Academic Professionals shall not be assigned an unreasonable or excessive workload.
22

23 (b) If an Academic Professional has concerns regarding workload, the employee is encouraged to raise the
24 concerns with the relevant supervisor, who shall meet with the employee to discuss the concerns. This
25 meeting will take place within a reasonable period of time and will include a discussion about workload
26 and priorities with a goal of a shared understanding about the work. If an Academic Professional is not
27 satisfied with the meeting outcome, an ad-hoc committee, comprised of the employee, the supervisor,
28 Human Resources and the Association shall meet to discuss the concerns and seek to agree upon a
29 resolution. If a resolution is not reached by the ad-hoc committee, the Association may file a grievance
30 at [Step Three of the grievance process described in Section 5 of Article 28 \(RESOLUTION OF](#)
31 [DISPUTES\)](#).
32

33 (c) If such grievance is not resolved at Step Three of the grievance process, the Association may submit
34 the matter to arbitration as described below. Notice of intent to arbitrate ([Appendix D](#)) must be filed
35 with the President of the University within twenty (20) working days of the date of the decision at Step
36 Three. If no notice of intent to arbitrate is filed within the time limit, the right to arbitrate is thereby
37 waived. The arbitrator is to be chosen as provided in [Section 3, Division C of Article 28](#)
38 [\(RESOLUTION OF DISPUTES\)](#). The hearing shall be held on a mutually agreeable date in Portland,
39 Oregon unless otherwise agreed to by the parties. The hearing shall commence within sixty (60)
40 working days of the arbitrator's acceptance of the case, unless both parties agree to an extension of
41 time. The arbitration is to be conducted without court reporter transcripts or briefs. In considering
42 whether this Section 10 has been violated, the Arbitrator shall not be precluded from reviewing the
43 contract as a whole. Each individual's case will be decided on its own merits and grievance/arbitration
44 decisions arising under this Section 10 shall not operate as a precedent for other cases. The arbitrator
45 shall issue a written award but no opinion. The sole and exclusive remedy for the University's violation
46 of this Article 10 shall be limited to a prospective cease and desist order. All fees and expenses of the
47 arbitrator shall be divided equally by the University and the Association. Each party shall bear the cost
48 of preparing and presenting its own case.
49

1 (d) Except for violations of the process described herein or as otherwise expressly stated in this Section
2 10, disputes arising under this Section 10 are not subject to [Article 28 \(RESOLUTION OF](#)
3 [DISPUTES\)](#). Nothing herein limits the ability of the Association or a member to bring a grievance
4 (contractual or non-contractual), file a complaint or otherwise seek a remedy under any other provision
5 of this Agreement, an applicable University policy, or any other applicable law or rule.
6

7 (e) In the event of multiple issues arising under this Section from any particular University unit, the parties
8 agree to discuss such issues in the Labor/Management Committee.
9

10 **Section 11. Career Mobility**

11
12 (a) The University supports mobility of its employees within the University as part of providing employees
13 with varied experiences and opportunities for growth. Academic Professionals are encouraged to
14 consider and pursue other job opportunities within the University when interested in doing so.
15 Academic Professionals are encouraged to pursue informal dialogue with other departments to learn
16 about such opportunities. In all cases, it is the employee's responsibility to make proper application for
17 an available position.
18

19 (b) In order to provide opportunities to current Academic Professionals, all Academic Professional
20 positions will be posted internally for at least ten (10) working days before being posted for external
21 candidates. Departments are encouraged to provide potential internal candidates with the expected
22 salary range in order to better enable the applicant to make a well-informed decision about pursuing
23 the position.
24

25 (c) Any current Academic Professional who meets the minimum required qualifications for an [open](#)
26 [Academic Professional position](#) and who applies within the required time period will be afforded a first
27 round interview for the open position. Following the interview, the Academic Professional will be
28 notified regarding his or her status as a candidate. The Academic Professional may be offered the
29 position, may be told that an external search will move forward and that the Academic Professional
30 will be included in the pool of candidates, or may be told that he or she is not moving forward in the
31 process. If the Academic Professional is offered the open position, the hiring manager and Academic
32 Professional will meet to discuss and negotiate salary, taking into account the Academic Professional's
33 experience and the requirements of the position. External candidates will not be interviewed until
34 Academic Professionals who have applied for the position within the required period of time have had
35 a reasonable opportunity to be interviewed for the position.
36

37 (d) There shall be no retaliation against any Academic Professional for considering or seeking other
38 employment at the University.
39

40 **Section 12. Service to the University**

41
42 Service to the University assigned to an Academic Professional (AP) by their supervisor shall be
43 considered part of the AP's regular workload. An AP may request to participate in Service to the
44 University not directly assigned to them. The supervisor, upon discussion with the AP, may determine that
45 the service will be treated as part of the AP's regular workload. If the service to the University is not
46 determined to be part of their regular workload, the AP may still participate in the service if it does not
47 adversely interfere with the regular duties of the AP.
48

49 **Section 13. Career Counselors**

1
2 (a) Career Counselor Workload
3

- 4 1. Career Counselors will exercise professional judgment to manage their job duties and
5 responsibilities in consultation with their supervisors.
6
7 2. Career Counselors may raise concerns about their position, workload or other work-related issues
8 with their supervisor. If no resolution occurs within a reasonable amount of time, career
9 counselors may meet directly with the Associate Vice Provost to discuss the issue. If there is no
10 resolution that occurs within a reasonable time, workload issues can be elevated to the ad hoc
11 committee as referenced in [Article 17, Section 10](#) in the Collective Bargaining Agreement.
12

13 (b) Appointment Scheduling
14

- 15 1. Career Counselor support needs may vary by individual career counselor.
16
17 2. In addition to student/alumni career counseling, career counselors do projects, teach classes and
18 conduct workshops associated with counseling students and alumni. Time will continue to be
19 allocated for this work.
20
21 3. Career Counselors will exercise their professional judgment when scheduling their availability and
22 appointments with students/alumni in consultation with their supervisor.
23
24 4. Career Services has procedures around drop-in appointments. Career Counselors will be asked to
25 provide input prior to any decision to change in drop-in appointment procedures.
26

27 (c) Career Counselor Professional Development, Training & Support
28

- 29 1. The Supervisor and the Associate Vice Provost for Advising and Career Services will seek input
30 and receive requests for training from Career Counselors and will be responsive to career
31 counselor training needs.
32
33 2. Career Counselor training is not professional development pursuant to CBA Article 19. Career
34 Counselor training related to the delivery of Career Services provided by PSU will be conducted
35 during work time.
36

37 (d) Career Counselor Location and Work Environment
38

39 Career Counselors will have workspace comparable to what they had prior to the implementation of
40 the Academic and Career Advising Redesign recommendations. Comparability shall be based on
41 functionality, such as: capacity to have private conversations with students/alumni; sufficient space and
42 chairs to have meetings with students/alumni; and computer, phone and other resources typically
43 required in the position.
44

45 (e) Career Counselor Roles and Responsibilities
46

1 1. No career counselor whose position resides in the Advisor/Counselor 2 job family will have their
2 position moved to the Advisor/Counselor 1 job family as a result of the Academic and Career
3 Advising Redesign.

4
5 2. Career Counselors will have one assigned supervisor (supervisor of record) to whom they report.
6

7 (f) Personnel Evaluation and Supervision
8

9 The parties recognize Coordinated Advising and Career Services as a “unit” in [Article 17 Section 8 \(b\)](#).
10 For the purposes of evaluation and supervision, Career Services is a “sub-unit” of Coordinated
11 Advising and Career Services. A common set of performance criteria will guide the evaluation process
12 for all Career Counselors.
13

14 **Article 18. NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY**

15 [Revised and Corrected from [Errata MOA #7](#)]
16

17 **Section 1. Introduction**
18

19 (a) The University and the Association recognize that in order to maintain a vital university culture we
20 must develop a primarily tenured and tenure-track faculty, protect participatory governance structures,
21 guarantee the diversity of our faculty, and assume the rights and responsibilities of academic freedom.
22 The University and the Association acknowledge that a reasonable assurance of continued employment
23 provides for a highly qualified faculty and protects academic freedom essential to the integrity of
24 teaching and scholarship.
25

26 (b) The University acknowledges the value of the services of non-tenure track instructional and research
27 faculty, the need for continuity of services, and the benefits that follow from the employment of non-
28 tenure track term instructional and research faculty in commitment to the institution, to strong
29 programs, to consistent advising, and to retention. Non-tenure track faculty are ensured the inherent
30 rights of academic freedom and they recognize the accompanying responsibilities.
31

32 (c) Definition of Non-Tenure Track Faculty. Non-tenure track faculty, are faculty members who are not
33 on tenure-track appointments, but whose appointments are at least .50 FTE annualized. These
34 appointments are primarily for instruction and research as described in the position descriptions.
35 Non-tenure track instructional faculty will be employed on a continuous basis after completion of a
36 probationary period, as provided in Section 2 below, unless a fixed-term appointment is appropriate, as
37 provided in Section 3 below, Non-tenure track research faculty will be employed as provided in
38 Section 5 below.
39

40 **Section 2. Non-Tenure Track Instructional Faculty Continuous Appointments**
41

42 (a) The University and the Association recognize that non-tenure track instructional faculty are, even in
43 the first year of employment, an essential and integrated part of a department’s or program’s staff.
44 Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of
45 at least three (3) shall seek qualified applicants and forward a recommendation to the Department
46 Chair.
47

- 1 (b) Probationary Period. Non-tenure track instructional faculty members will be employed on annual
2 contracts during the first six (6) years of employment as non-tenure track instructional faculty
3 members. Annual contracts during the probationary period will automatically renew unless timely
4 notice is provided. Notice of non-renewal of an annual contract during the probationary period must
5 be provided by April 1 of the first year of the probationary period and by January 1 of the second
6 through fifth years of the probationary period, effective at the end of that academic year.
7
- 8 (c) Evaluation during Probationary Period. Non-tenure track instructional faculty members are to be
9 evaluated annually during years 1 through 5 of the probationary period, pursuant to guidelines as
10 provided in Section 6 below.
11
- 12 (d) Evaluation for Continuous Appointment. In year 6 of the probationary period, non-tenure track
13 instructional faculty members are to be evaluated for continuous appointment, pursuant to guidelines
14 as provided in Section 6 below. Prior to the end of the final academic year of the probationary period,
15 a non-tenure track instructional faculty member is to be awarded a continuous appointment or
16 provided twelve (12) months' notice of termination of employment.
17
- 18 (e) Terms of a Continuous Appointment. For purposes of this Article, a "continuous appointment" is an
19 indefinite appointment that can be terminated only under the following circumstances:
20
- 21 1. If the faculty member receives an unsatisfactory post-continuous appointment review and fails
22 to remediate the deficiencies during the subsequent academic year, as provided in subsection (i)
23 below.
24
 - 25 2. Pursuant to Article 22 (Retrenchment).
26
 - 27 3. When a sanction of termination is warranted and imposed pursuant to Article 27 (Imposition
28 of Progressive Sanctions).
29
 - 30 4. Due to a change in curricular needs or programmatic requirements made in accordance with
31 applicable shared governance procedures. In such a case:
32
 - 33 i. As soon as practicable, but no later than 60 days prior to issuing a notice of
34 termination, the Department Chair must provide written justification for the decision
35 and explanation of the applicable shared governance procedure to the faculty members,
36 the Dean, the Provost and the Association.
37
 - 38 ii. If the employment of multiple faculty members in equivalent positions, and with
39 equivalent position-related qualifications, skills and expertise, are to be terminated due
40 to the same change in curricular needs or programmatic requirements, then lay-off shall
41 be in order of seniority. Faculty will be laid off in inverse order to length of continuous
42 service at the University.
43
 - 44 a. "Continuous service," for purposes of layoff and recall, means time worked at
45 PSU in a position that annualizes at 0.5 FTE or greater.
46
 - 47 b. Should members subject to layoff and recall have the same seniority date, then
48 the order of seniority for that seniority date shall be determined by the sequence
49 of numbers in their PSU ID number. Members will be laid off from highest PSU

ID number to lowest PSU ID number, and shall be recalled from highest PSU ID to lowest PSU ID number.

- 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.
 - a. If a faculty member receives a notification of termination pursuant to this section and was eligible for and had submitted a portfolio for promotion review, were in their 6th year of probationary service and were eligible for continuous appointment, or were eligible pursuant to Letter of Agreement #12 (CBA 2015-19) and submitted their portfolio for continuous appointment review, those reviews shall proceed without respect to the termination notice.
 - 1. If the faculty member achieves promotion or continuous appointment, they shall be considered to be in the new rank or employment status awarded pursuant to the recall procedures in Article 18, Section 2(e)(3)(v) and this Agreement.
 - 2. If the probationary employee applying for continuous appointment is not awarded continuous appointment, they shall be terminated consistent with this section.
- 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 led 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) business days to accept or reject the position. Failure to contact Human Resources within ten (10) business 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.
 - f. Acceptance of any job at PSU, other than the NTTF position from which they were laid off, will not impact their position on the recall list.

1
2 g. For employees recalled to their position:
3

- 4 1) The time spent on the recall list will not count as a break in service.
5 Time on the recall list shall be considered the same as a leave without
6 pay and all members laid off shall retain benefits and privileges of a
7 member on leave without pay (consistent with Article 22, Section 5 (d)).
8
9 2) Upon recall, the University will return the employees to the contract
10 type and rank, with the same contract provisions, as in the individual
11 contract from which they were terminated.
12
13 3) Upon return to service, employees who had completed the six-year
14 probationary period will not be required to complete a new six-year
15 probationary period.
16
17 4) Upon return to service, employees who were in the six-year
18 probationary period will return to their probationary period at the point
19 of exit upon termination.
20

21 (f) Evaluation Following Continuous Appointment:
22

- 23 1. PCAR Increase and Effective Date: All PCAR Effective Dates are tracked using the original
24 continuous appointment effective date as stated on the employee's signed NOA. PCAR increases
25 can be found in Article 30, Section 6C.
26
27 2. Transition from 3-year to 5-year evaluation/PCAR cycle: Letter of Agreement #5, attached to
28 this Agreement, describes the methods used for transitioning NTTF in various stages of a 3-year
29 evaluation cycle to the new 5-year cycle, and treatment of eligibility for PCAR salary increases. As
30 provided for in LOA #5, it expires at the end of the term of the Agreement, unless renewed by
31 the parties.
32
33 3. Faculty on a continuous appointment are to be evaluated in the fifth year of continuous
34 appointment, and then every five (5) years following the last evaluation or promotion. The
35 effective date for the award of Continuous Appointment will be September 16th following a
36 successful Milestone Review. The effective date is the start of academic year 1 of the Post-
37 Continuous Appointment. Post-Continuous Appointment review dossiers are typically due first
38 Friday in October. In the event of an unsatisfactory evaluation, the evaluation shall identify the
39 deficiencies that require improvement and may make recommendations for improvement.
40 Following an unsatisfactory evaluation, an improvement plan will be developed as provided in
41 subsection (i) below.
42
43 4. If a faculty member on Continuous Appointment undergoes a successful promotional review
44 prior to year 5 of the post-continuous appointment, their next post-continuous appointment
45 review will occur five (5) years after their successful promotional review. The first year of the
46 next 5-year post-continuous appointment review count will start on September 16 the academic
47 year following the successful review. For those that have a continuous appointment effective
48 date before September 16, 2018, please refer to Letter of Agreement #5 for how promotional
49 review may affect a member's PCAR cycle.

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2
3

Example Timeline:

POSITIVE Milestone, post-CA, or PROMOTIONAL Review	CYCLE	COUNT
2025-2026	Milestone, Promotional Review or PCAR Occurs	Mid Post-Continuous 5-year Cycle
9/16/2026	Successful Promotion or PCAR Effective Date	ALSO start of academic year 1 for the next PCAR review cycle
2026-27	X	1
2027-28	X	2
2028-29	X	3
2029-30	X	4
2030-31	PCAR Occurs	5
9/16/2031	PCAR Effective date	ALSO: start of academic year 1 for the next PCAR review cycle
2031-32	X	1

4
5

(g) Notification of Eligibility, Participate, Opt-Out, or Deferral of Post-Continuous Appointment Review

6
7

1. OAA and the Deans office shall be responsible for creating and maintaining a list of NTT Instructional Faculty who are eligible for Post-Continuous Appointment Review.
2. OAA will send a list to the Dean’s office for confirmation of eligibility no later than May 1st of each year.
3. Department Chairs, or chair equivalent, will notify each faculty member eligible for a Post-Continuous Appointment Review by May 15 of the academic year prior to the year of eligibility.
4. All requests for deferral or opt-out must be approved or denied in writing by the Dean and forwarded to the faculty member and Dept. Chair/designee no later than June 15th of the academic year prior to review. The Dean’s decision will be included in the Assurance of Review that is forwarded to OAA no later than the first week in March of the following academic year.
5. Requests to Opt-out
 - i. Requests for Opt-out must be made by June 1st of the year a faculty member is notified and must be forwarded to the Department Chair or the Supervisor of Record, and the Dean. The Dean’s decision in response to the member’s request to opt out will be made by June 15th of the academic year.
 - ii. Faculty who provide a letter to the Dean, with a copy to HR stating they will retire within 2 years shall be allowed to opt-out of post-continuous appointment review.

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1 6. Request to Defer
2

- 3 i. Faculty may submit a written request to defer their post-continuous appointment
4 review and opt to apply for promotional review instead. Faculty may not apply for
5 promotion and post-continuous appointment review in the same year.
6
7 ii. Requests for deferral must be made in writing by June 1st of the year a faculty
8 member is notified, and must be forwarded to the Department Chair or the
9 Supervisor of Record and the Dean. Deferrals are for a one-year period. The
10 Dean's decision in response to the member's request for deferral (or opting out)
11 will be forwarded to the faculty member, department chair/designee no later than
12 June 15 of the academic year prior to review and the Dean's decision will be
13 included in the Assurance of Review that is forwarded to OAA no later than the
14 first week in March of the following academic year.
15
16 iii. Deferrals should be based on the following:
17
18 a. Personal circumstances such as maternity, paternity, adoption, injuries,
19 illnesses, or other protected leave circumstances that have had an impact on
20 the faculty member's work.
21
22 b. Sabbatical and when returning from special assignments on or off campus,
23 such as professional or administrative positions.
24
25 iv. If there has been no request for a deferral, the review will go forward as scheduled
26 and follow the post-continuous appointment timeline posted on the [OAA](#)
27 [Deadlines for Academic Personnel Actions](#).
28
29

30 (h) Post-Continuous Appointment Review Process:

Task	Calendar Days	Due Dates
OAA creates list of eligible faculty and provides to Deans and Chairs (Unit)		May 1
Eligible faculty notified		No later than May 15 prior to the academic year of eligibility
Faculty requests deferment/opt out		June 1 prior to the academic year of eligibility
Dean Approves Requests to defer/opt out and notices faculty member		June 15
Department Committee formed	Per Dept. P&T guidelines	
Faculty submits dossier		1st Friday in October
Committee completes review of eligible faculty and submits report		End of October

Department chair completes reviews of eligible faculty and submits report	Within 10 business days from receipt of committee	2 nd Friday in November
Faculty member receives Department chair's letter and committee report	Within 10 business days of the transmittal of the committee's report	2 nd Friday in November
Faculty member requests reconsideration	Within-5 business days of receipt of recommendation	3 rd week in November
Faculty member submits materials in support of reconsideration to committee and/or Department chair. Faculty member may request a meeting that must occur within 5 days of request to meet.	Within 20 business days of request for reconsideration	2 nd week of December
Committee and/or Department chair responds to reconsideration request and forward all materials to the Dean		2 nd week of January
Dean completes reviews of eligible faculty and submits report to faculty member, Department chair, chair of the committee	Within 10 business days of the receipt of the committee and chair reports	4 th week of January
Department chair, chair of the committee, or faculty member requests reconsideration conference	Within 5 business days of receipt of Dean's letter	1 st week of February
Faculty member submits materials in support of a reconsideration conference to Dean	Within 10 business days of request for reconsideration	3 rd week of February
Dean completes review, issues report and submits to Provost; Dean's assurance of review due		1 st week of March
Faculty member requests reconsideration conference with the Provost	Within 5 business days of the receipt of the Provost Letter	2 nd Week of March
Faculty member submits supporting materials to the Provost. Faculty member requests meeting with Provost (optional)	Within 20 business days of receiving Provost letter	April
Provost issues decision		4 th week of April
PCAR review FIP developed and jointly agreed to by faculty member and Chair	Within 30 business days after Provost's PCAR decision is issued	4 th week of May
If faculty member and chair cannot agree they will meet with the Dean	Within 14 business days	2 nd week of June

Final FIP with Dean, Chair and faculty member	June 15, year of review	June 15. May be extended if necessary and approval received.
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1
2 1. Departmental Post-Continuous Appointment Review Committee Establishment and Authority

- 3
4 i. All recommendations for post-continuous appointment review originate with a formally
5 established departmental committee. The department chair/designee notifies the chair of
6 the appropriate departmental committee of those non-tenure track faculty who are
7 eligible for post-continuous appointment review.
8
9 ii. Faculty members will be evaluated by a committee of their peers. In a department with
10 more than one NTT instructional faculty member, at least one NTT instructional faculty
11 member will be on the review committee. If the department does not have another NTT
12 instructional faculty member, the department chair/designee will look outside of the
13 department to find a NTT instructional faculty member from a similar discipline to serve
14 on the committee. When a faculty member has been involved in interdisciplinary teaching
15 and/or research, the committee will include a faculty representative from a mutually
16 agreed upon second department or program.
17
18 iii. Administration may use these procedures for Post-Continuous Appointment Review for
19 those NTTF who hold Unclassified Exempt (UnEx) positions. No AAUP member,
20 however, will be assigned to serve on a post-continuous appointment review committee
21 of an NTTF in an UnEx position who has any supervisory duties in their unit. In the
22 UnEx post-continuous appointment review, the role of the department chair shall be
23 filled by the immediate supervisor of the individual under review provided the immediate
24 supervisor is not the Dean. If the immediate supervisor of the individual under review is
25 the Dean, the Dean must designate a person to fulfill the role of the immediate
26 supervisor (e.g. an Associate Dean).
27
28 iv. The committee shall endeavor to reach consensus before writing its narrative report to
29 the department chair/designee. In its narrative report, the committee shall explain its
30 decision and provide evidence to support the decision. If the committee finds the faculty
31 member's contributions meet the standards set forth for post-continuous appointment
32 review, it shall document this in their narrative report. If the committee finds the faculty
33 member's contributions do not meet standards, the report shall document the areas the
34 committee finds do not meet the standards and provide recommendations so that these
35 areas shall be addressed in a Faculty Improvement Plan (FIP).
36
37 v. Should a unanimous decision not be reached, the committee's narrative report shall
38 include the views of the majority and the minority.
39
40 vi. The committee's narrative report should be forwarded to the department chair/designee
41 no later than the 2nd Friday November.
42

43 2. Responsibilities of the Department Chair/Designee

- 44
45 i. The department chair/designee must assure that the faculty member's post- continuous
46 appointment review committee has followed department/academic unit and University

1 post-continuous appointment review guidelines, has considered the faculty member's
2 dossier, and that the committee's narrative report is complete and uses the proper forms.
3 In units that do not have departments, the department chair responsibilities shall be filled
4 by a person or persons specified in unit guidelines; potential chair designees include
5 program directors, area directors, or the faculty member's supervisor.
6

- 7 ii. The department chair/designee shall write a letter affirming or challenging the
8 committee's decision and recommendation based on the criteria in departmental post-
9 continuous appointment review guidelines, and explain their reasons. If the department
10 chair/designee finds the faculty member's contributions do not meet standards, the
11 department chair/designee's letter shall document the areas they find do not meet the
12 standards and provide recommendations so that these areas shall be addressed in a
13 Faculty Improvement Plan.
14
- 15 iii. The department chair/designee will provide a copy of their letter, attach it to the
16 committee's narrative report, and forward the entire dossier to the faculty member under
17 review and to the chair of the committee within 10 business days of the transmittal of the
18 committee report but not later than the 2nd Friday in November.
19
- 20 iv. The faculty member must be given the opportunity to review their file, including the
21 post-continuous appointment review committee's report and the department
22 chair/designee's letter before it is forwarded to the Dean.
23

24 The faculty member should indicate they have reviewed their file by signing the NTTF
25 Appraisal Signature Sheet. If the faculty member disagrees with the recommendation of
26 either the committee or the department chair/designee, they may request reconsideration
27 of one or both recommendations.
28

- 29 v. At this point in the process, the faculty member may request to meet with the committee
30 or the department chair/designee no matter if the review is positive or negative. See
31 section below regarding timing for meeting due to reconsideration.
32

33 3. Procedures for Reconsideration of Department Chair/Designee and/or Committee 34 Recommendation 35

- 36 i. If a faculty member questions the post-continuous appointment review committee's
37 recommendation and/or the department chair/designee's recommendation, they may
38 make a request for reconsideration of the recommendations in writing. Request(s) for
39 reconsideration should be submitted to the department chair/designee within 5 business
40 days of receiving the committee and chair/designee recommendations.
41
- 42 ii. The reconsideration(s) may be requested on the basis of procedural or substantive
43 issues. The faculty member should prepare whatever additional material is pertinent. The
44 supporting materials must be submitted to the department chair/designee as appropriate
45 within 20 business days of the request for reconsideration. At the time of submitting
46 materials to support reconsideration, the faculty member may request to meet with the
47 committee and/or the department chair/designee. The meeting(s) must occur within 5
48 business days of the request to meet.
49

- 1 iii. If the reconsideration is requested for the committee's decision, the department
2 chair/designee should return the dossier along with any supporting materials submitted
3 by the faculty member to the committee for reconsideration. The committee chair must
4 report in writing to the faculty member and the department chair/designee the results of
5 the committee's reconsideration. The faculty member's materials will then be forwarded
6 to the department chair/designee for their review, and then forwarded to the faculty
7 member.
8
- 9 iv. If reconsideration is requested of the department chair/designee's decision, the
10 department chair/designee must report in writing to the faculty member and the
11 committee the results of their reconsideration.
12
- 13 v. Should the committee and/or the department chair/designee reverse their original
14 decisions and find the faculty member's contributions to meet standards, they shall write
15 a report of the new decision and attach it to the top of the original report. The faculty
16 member will then review the entire dossier and sign the appraisal signature sheet before
17 the department chair/designee forwards it to the Dean for their consideration.
18
- 19 vi. The department chair/designee must provide the Dean a statement of assurance that all
20 eligible faculty have been reviewed, and submit to the Dean for each faculty member
21 reviewed:
22
- 23 a. A completed appraisal signature sheet signed by the members of the post-
24 continuous appointment review committee and the department chair/designee.
25
- 26 b. The post-continuous appointment review committee recommendation and
27 department chair/designee's letter.
28
- 29 c. If reconsideration was requested, a copy of the faculty member's request, the
30 materials submitted, and the reconsideration reviews done by the department
31 chair/designee and/or committee.
32

33 4. Responsibility of the Dean 34

- 35 i. The Dean shall review materials submitted by the faculty member, the narrative report
36 of the post-continuous appointment review committee, and the department
37 chair/designee report with regard to the dossier submitted by the faculty member in
38 order to write a letter affirming or challenging the recommendation of the committee
39 and/or the department chair/designee.
40
- 41 ii. If the Dean disagrees with the recommendation of the post-continuous appointment
42 review committee and/or the department chair/designee, the Dean must explain their
43 decision and document which criteria in the department's post-continuous
44 appointment review guidelines were or were not being met and provide evidence to
45 support their decision.
46
- 47 iii. The Dean's letter shall be delivered to the department chair/designee, the post-
48 continuous appointment review committee chair, and the faculty member within 10

1 business days of receipt of the committee and chair reports or no later than the Fourth
2 week of January.

- 3
4 iv. If the Dean, department chair/designee, and committee find that the faculty member's
5 contributions do not meet standards and the faculty member does not request
6 reconsideration of the Dean's decision, a Faculty Improvement Plan will be developed
7 based on the deficiencies identified in the review and as provided in subsection (i)
8 below.

9
10 5. Procedures for Reconsideration of Dean's Recommendation.

- 11
12 i. If the Dean finds that the faculty member's contributions do not meet standards and
13 the Dean's recommendation differs from the committees and/or the department
14 chair/designee's; the department chair/designee, chair of the committee, and/or the
15 faculty member may request in writing a conference for reconsideration by the Dean
16 within 5 business days of the receipt of the Dean's letter. After notifying the Dean that
17 the faculty member requests reconsideration, the faculty member has 10 business days
18 to provide additional materials to the Dean in support of the reconsideration.
19
20 ii. If upon reconsideration the Dean reverses their original decision and finds the faculty
21 member's contributions meet standards, the Dean shall so report in writing and provide
22 a copy of their letter to the department chair/designee and faculty member.
23
24 iii. If the Dean finds that the faculty member has met standards when the post-
25 continuous appointment review committee's and the department chair/designee's
26 finding disagree, the Dean shall provide a copy of their letter to the department
27 chair/designee, committee chair, and faculty member.
28
29 iv. The Dean's original recommendation and the Dean's recommendation after
30 reconsideration, shall be included in the dossier. When the Dean finds that the faculty
31 member's contributions do not meet standards and the faculty member requests
32 reconsideration the faculty member's entire dossier is then forwarded to the Provost
33 for review.

34
35 6. Role of the Provost

- 36
37 i. The Provost shall review the materials only in those cases when a faculty member is
38 found not to have met standards and requests reconsideration of the Dean's final
39 recommendation.
40
41 ii. The Provost will review the decisions by the Dean, department chair/designee, and
42 post-continuous appointment review committee to determine if the faculty member
43 meets or does not meet standards. If the Provost finds that the faculty member does
44 not meet standards, then they must give reasons for their decision, addressing
45 evidence provided at earlier levels of review.
46
47 iii. The Provost shall notify the faculty member, the department chair/designee, and the
48 Dean in writing of their final decision.
49

- 1 iv. The faculty member may request in writing a conference for reconsideration by the
2 Provost within 5 business days of the receipt of the Provost’s letter, and may add
3 additional evidence to the file within 20 business days of receiving the Provost’s letter.
4 If requested, the Provost shall meet with the faculty member.
5
6 v. The Provost’s decision after reconsideration shall be forwarded to the faculty member,
7 the department chair/designee, and the Dean. The Provost’s decisions shall be
8 included in the Post-Continuous Appointment dossier housed in the Dean’s office.
9
10 7. After receipt of the Provost’s final decision, a step 3 grievance may be filed by or on behalf of
11 the faculty member, as provided in the PSU-AAUP collective bargaining agreement, or through
12 the non-contractual grievance process, as applicable, if the faculty member believes that there
13 has been a violation, misinterpretation, or improper application of these guidelines.
14
15 8. In the event that it is found that a faculty member does not meet standards; a Faculty I be
16 developed based on the deficiencies identified in the review and as provided in subsection (i)
17 below.
18
19 (i) Faculty Improvement Plan for Faculty on Continuous Appointment
20
21 1. In the event that the faculty member does not meet standards, the faculty member and
22 department chair/designee will meet to discuss the deficiencies identified in the review.
23 Following the meeting, the department chair/designee will develop a Faculty Improvement
24 Plan to address the deficiencies. If the faculty member disagrees with the improvement plan,
25 the faculty member may appeal to the dean or the dean's designee, who shall review the plan
26 and make the final decision regarding the contents of the plan. The Faculty Improvement Plan
27 is to be developed before the end of the academic year in which the faculty member was found
28 to not meet standards. If the department chair/designee and faculty member identify resources
29 that would assist with the improvement plan, a request for access to such resources will be
30 made to and considered by the Dean. The lack or limited availability of resources could result
31 in modification or extension of the Faculty Improvement Plan.
32
33 2. Progress on the Faculty Improvement Plans are to be assessed and communicated on a regular
34 basis during the subsequent academic year. At a minimum the department chair/designee and
35 the faculty member will meet near the beginning of the fall term following the PCAR to review
36 the improvement plan and near the end of the fall term to review the faculty member's
37 progress on the improvement plan. Prior to the end of fall term, the department chair/designee
38 is to provide the faculty member with a written assessment of progress on the faculty
39 improvement plan, which includes identification of issues that have not yet been successfully
40 improved.
41
42 3. At any point in the process, the department chair/designee can determine that the Faculty
43 Improvement Plan has been successfully completed, at which time the department
44 chair/designee shall notify the faculty member and conclude the faculty improvement process.
45
46 4. Winter term of the academic year following the start date of the Faculty Improvement Plan, the
47 department chair/designee shall meet to review progress on the improvement plan. After the
48 meeting, the department chair/designee is to notify the faculty member whether the
49 improvement plan has been successfully completed.

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5. When the department chair/designee decides the objectives have not been reached, the faculty member may request in writing a conference for reconsideration by the department chair/designee within 10 working days of the receipt of the chair/designee's letter to the Dean. The faculty member may provide additional materials in writing within 10 business days of the request for reconsideration.
6. If the department chair/designee reverses their decision, they shall write a revised letter to the Dean. The Dean will wait to make a decision until receiving the reconsideration letter from the department chair/designee. Should a faculty member refuse to create and/or follow the Faculty Improvement Plan (except due to circumstances that are substantially outside the faculty member's control), the faculty member shall be notified and subject to sanctions pursuant to Article 27 of this collective bargaining agreement.
7. The Faculty Improvement Plan—with information on how it was fulfilled—must be signed within 20 business days of completion by the faculty member, the department chair/designee, and Dean and filed with the Provost Office. If the department chair/designee and Dean agree that the Faculty Improvement Plan has been successfully completed, the faculty member will be eligible for the post-continuous review increase that is currently in force effective September 16 the following academic year.
8. If the plan has not been successfully completed, the department chair/designee may either extend the plan for an additional academic term or provide the faculty member with notice of termination. A Faculty Improvement Plan may be extended by the department chair/designee 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.
9. The faculty member's name will be included on the Assurance of Review filed with the Dean and Provost no later than June 15 following the completion of the Faculty Improvement Plan. The Assurance of Review will officially track the status of the Faculty Improvement Plan. When the Faculty Improvement Plan is successful, the Assurance of Review will act as notice to re-start the 5-year count for the next post-continuous appointment review, year 1 starting on September 16 of the following academic year.

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, in accordance with the criteria and evaluation requirements stated below.

- 1
2 (a) Criteria and evaluation requirements for fixed-term instructional faculty members hired after April 5,
3 2016 to receive service credit toward continuous appointment:
4
5 a. Service Credit awards to fixed term faculty members will be made based on the following criteria:
6
7 i. Service credit shall be awarded only for time spent as an AAUP-represented fixed-term
8 instructional faculty member at or above 0.5 FTE.
9
10 ii. One (1) year of service credit shall accrue to faculty members who worked 1.0 FTE at least
11 two (2) of the three (3) terms in an academic year. No service credit will be granted for a year
12 in which the individual faculty member was employed as a fixed-term faculty member for one
13 (1) term.
14
15 iii. The maximum amount of service credit awarded will be three (3) years.
16
17 iv. Consistent with Faculty Senate guidelines for probationary NTTF-CA positions established in
18 Spring 2017, it is expected that Fixed-Term faculty will be evaluated annually. If a department
19 did not complete the evaluation in a given year, it will be assumed that the evaluation was
20 positive.
21
22 b. Service credit can be awarded only if the probationary continuous appointment position had an
23 open search per the CBA Article 18.2.a, or if the department received a search waiver for the
24 position from Office of Global Diversity and Inclusion (OGDI).
25
26 c. Service credit can be awarded only if the department had approved revisions to their department
27 P&T guidelines that include continuous appointment evaluation procedures, and those procedures
28 were applied to the evaluations in question in paragraph 1, above.
29

30 **Section 4. Non- Tenure Track Instructional Faculty Offer and Position Descriptions (Continuous**
31 **Appointment and Fixed-Term Appointment).**
32

- 33 (a) The University and the Association recognize that clear communication of expectations and rewards is
34 essential for a fair and productive professional relationship. To that end, the University will provide
35 template letters of offer for non-tenure track instructional appointments. (See Appendices E(1), E(2)
36 and H.) For non-tenure track instructional appointments, 1.0 FTE will include no more than 36
37 course credits of assigned teaching per academic year. Assigned university/ community/ professional
38 service and scholarly work shall not exceed ten percent (10%) of an instructional non-tenure track
39 faculty member's workload without a reduction in instructional load.
40
41 (b) The template letter of offer will include a position description. Taken together, a letter of offer and
42 position description for non-tenure track instructional appointments will include the following
43 information: whether the appointment is eligible for continuous appointment or fixed-term,
44 appointment start date, appointment end date (for fixed-term appointments only), the reason
45 warranting the fixed-term appointment (for fixed-term appointments only), FTE, annual salary rate,
46 actual salary, teaching assignment (including, where possible, the list of courses to be taught and the
47 location of those courses if not on the downtown University campus), whether the appointment is
48 renewable, and any expectations for research and scholarly work, university service, professional
49 service, or other responsibilities. Bargaining unit members shall have an opportunity to review the

1 letter of offer and position description and will affirm their acceptance of the offer of employment by
2 signing and returning to the University a copy of both the letter of offer and the position description.
3

- 4 (c) The University will direct departments to complete letters of offer and position descriptions at least 30
5 days prior to the start of work for the initial term of employment of any non-tenure track instructional
6 faculty member so that employment documents are forwarded to the Office of Human Resources
7 according to the published payroll deadline schedule.
8

9 **Section 5. Non-Tenure Track Research Faculty Appointments**

- 10
11 (a) The University and the Association recognize that non-tenure track research faculty are, even in the
12 first year of employment, an essential and integrated part of a department's or program's staff. Initial
13 appointments are not the responsibility of a sole administrator. Where possible, a committee of at
14 least three (3) shall seek qualified applicants and forward a recommendation to the chair.
15
16 (b) The University and the Association recognize that clear communication of expectations and rewards
17 is essential for a fair and productive professional relationship. To that end, the University will provide
18 template letters of offer for non-tenure track research appointments (see Appendix G). Assigned
19 university/community/professional service and instructional work shall not exceed ten percent (10%)
20 of a non-tenure track research faculty member's workload without a reduction in the research load.
21
22 (c) The University, at its discretion, may offer non-tenure track research faculty members appointments
23 that are appropriate based on the specifics of the position. For instance, non-tenure track research
24 faculty members may be employed for a fixed term, for a period of time that runs the length of a
25 particular grant, or an ongoing appointment (without a fixed end date) that is contingent on the
26 continued availability of external funding. In all such cases, the appointment must provide the
27 member with at least thirty (30) days of notice of early termination of employment (although greater
28 notice is encouraged when possible).
29
30 (d) The template letter of offer will include a position description. Taken together, a letter of offer and
31 position description for non-tenure track research appointments will include the following
32 information: appointment start date, appointment end dates (if any), FTE, annual salary rate, actual
33 salary, whether the position is grant or contract funded, the potential grounds for early termination
34 and the required period of notice of early termination (which may not be less than thirty (30) days),
35 whether the position is non-renewable, research assignment and any expectations for additional
36 research and scholarly work, university service, professional service, or other responsibilities.
37 Bargaining unit members shall have an opportunity to review the letter of offer and position
38 description and will affirm their acceptance of the offer of employment by signing and returning to
39 the University a copy of both the letter of offer and the position description.
40
41 (e) The University will direct departments to complete letters of offer and position descriptions at least
42 30 days prior to the start of work for the initial term of employment of any non-tenure track research
43 faculty member so that employment documents are forwarded to the Office of Human Resources
44 according to the published payroll deadline schedule.
45

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

- 47
48 (a) The Faculty Senate is responsible for the development of guidelines governing the evaluation of non-
49 tenure track faculty, including evaluations that occur prior to, at the time of, and following continuous

1 appointment. Each Department/Academic Unit shall establish and maintain guidelines for review of
2 non-tenure track instructional and research faculty bargaining unit members that are consistent with
3 guidelines developed by the Faculty Senate. Nothing in this provision affects or alters the Association's
4 ability to file a grievance, as provided in Article 28 that alleges a violation of such guidelines.
5

6 (b) The guidelines must, at a minimum:

- 7 1. Be in writing and be made available to members;
- 8 2. Require each department to identify the committee(s) responsible for the evaluations;
- 9 3. Establish job-relevant evaluation criteria and require the criteria to be in writing;
- 10 4. Provide that the results of the review be in writing and provided to the member;
- 11 5. Provide that the member is entitled to meet with the reviewers;
- 12 6. Provide that the member is able to respond to the review by submitting a statement or comments,
13 which shall be attached to the review;
- 14 7. Provide that the member may submit relevant materials to the reviewers;
- 15 8. Provide that the member may request a review if one has not been provided within the time period
16 provided for by the guidelines;
- 17 9. Provide that the member is to have reasonable notice of the evaluation; and
- 18 10. In a department with more than one non-tenure track faculty member, provide that at least one
19 non-tenure track faculty member will be on the review committee.
20

21 (c). Timing for Reviews of Non-Tenure Track Research Faculty members (NTTF-R)

- 22 1. Promotional reviews of NTTF-R members may occur twice during the academic or calendar year.
- 23 2. NTTF-R members hired on a 12-month appointment will follow the review schedule established
24 by Office of Academic Affairs (OAA) for NTTF hired on 9-month appointments.
- 25 3. Changes in rank and compensation related to the promotion will be effective at the beginning of
26 the NTTF-R member's next appointment period, typically July 1 for 12-month appointments and
27 September 16 for 9-month appointments.
28

29 (d). Promotional and/or Continuous Appointment reviews of NTTF-I members with "mid-year" hire
30 dates

- 31 1. 9-month NTTF-I members with a hire date later than October will be reviewed according to the
32 schedule established by the Office of Academic Affairs, starting with the fall of their second full
33 academic year following hire.
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2. NTTF-I members on 12-month appointments with a hire date later than October 1 will be reviewed according to the schedule established by Office of Academic Affairs, starting with the fall of their second full academic year following hire.

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.

[\[Updated from Interim MOA #17\]](#)

(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) By September 30 of the fiscal year, 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

1 Annual amounts credited to the IPDA for continuing employees will be available for use on July 1 of
2 each fiscal year. Members can receive reimbursement for funds spent between July 1 and September
3 30.
4

- 5 (c) An IPDA will be created for newly employed members upon hire. If continued employment is
6 conditioned upon completion of a trial service period provided for by [Art. 17, Section 5](#), the academic
7 professional will not be able to access their IPDA funds until they have successfully completed their
8 trial service. If employment is not conditioned on the completion of a trial service period, the
9 employee will have access to their IPDA funds from the date of hire.
10
- 11 (d) The amount credited to an IPDA for a newly employed member will be prorated according to the
12 number of full calendar months remaining in the fiscal year from their date of hire. Nine-month
13 members hired on September 16 of the academic year will be credited with the full year's IPDA.
14
- 15 (e) The amount credited to an IPDA for a member who is less than 1.0 FTE will be prorated based on the
16 member's FTE that corresponds to the FTE in their appointment letter and the variable appointment
17 FTE thresholds shown below. However, an approved sabbatical leave will not result in proration of
18 the IPDA credit.
19
- 20 1. For members on variable FTE appointments, the IPDA will be prorated as follows:
21
 - 22 • .5-.74 FTE—75% of IPDA amount
 - 23 • .75 or above FTE—100% of IPDA amount
 - 24
 - 25
 - 26 2. If the variable appointment letter specifies the FTE is between 0.5 to 1.0 FTE, then 0.75 FTE
27 will be used to calculate the member's IPDA amount. If the actual FTE the member worked
28 over the course of the year is less than .75, their IPDA allotment for the subsequent year will
29 be reduced to 75% of their award. If the member leaves the University, they will not be
30 charged for any IPDA funds spent in excess of their actual FTE.
31
- 32 (f) A member may use funds in an IPDA for activities that support the job-related professional
33 development of the member. Examples of such uses could include, but are not limited to: travel for
34 the presentation of scholarly work, conference fees and travel, professional organization fees,
35 professional licensure or certification requirements, acquisition of specialized equipment (such as
36 laboratory or art supplies), procurement of professional services through independent contractors or
37 vendors (such as scanning, 3-D printing, transcription, or translation), tuition and/or fees,
38 subscriptions and books, submission fees, and relevant training and continuing education
39 opportunities. IPDA funds may also be used to acquire computers and associated peripherals (external
40 devices like specialized keyboard or monitor) used to advance the specific professional development
41 activity and to hire hourly student employees who provide administrative, clerical, labor, technical, or
42 other general support that advances the professional development activity.
43

44 The use of IPDA funds is subject to the pre-approval of the member's supervisor and to all applicable
45 University policies and procedures regarding the appropriate use, procurement, and documentation of
46 University expenditures. Per University policies, any property purchased with the use of IPDA funds is
47 property of the University and must be purchased and maintained in accordance with those policies.

1 Use of IPDA funds is also subject to all employment policies and procedures if a student employee is
2 hired to assist with a member's professional development activity.

- 3
- 4 (g) Unused funds in an IPDA shall automatically roll over at the end of each year for four years. Funds
5 not used after four years may roll over for a longer period of time, upon good cause shown and upon
6 request of the member and approval of the Dean or their designee. Funds unused after four years or
7 remaining in a member's account upon termination of employment shall revert to an account within
8 the relevant college, school or other University unit and be used by the Dean for other professional
9 development-related purposes. A member who transfers within the University to another position in
10 the bargaining unit will not lose access to accumulated IPDA funds as a result of the transfer.
- 11
- 12 (h) At the end of each fiscal year in which IPDA funds have reverted to a college, school or other unit,
13 the Dean of such unit shall provide a report to the Office of Academic Affairs and the Association
14 regarding the reverted funds and the use of such funds.

15

16 **Section 4. Professional Development Allocations.** [\[corrected from Errata MOA #6\]](#)

- 17
- 18 (a) For fiscal year 2020-2021, the University will allocate \$675,000 for the Faculty Development Program.
19 (b) For fiscal year 2021-2022, the University will allocate \$675,000 for the Faculty Development Program.
20 (c) For fiscal year 2022-2023, the University will allocate \$675,000 for the Faculty Development Program.
21 (d) For fiscal year 2023-2024, the University will allocate \$675,000 for the Faculty Development Program.

22

23 **Section 5. Unspent Faculty Development Funds**

- 24
- 25 (a) By September 15 of each year the Office of Academic Affairs (OAA) will share with the FDC and the
26 Association a spreadsheet of the previous year's allocation and expenditure of faculty development
27 funds in the format provided in the [University's March 30, 2017 response to the Associations](#)
28 [February 24, 2017 Information Request](#).
- 29
- 30 (b) At the end of each fiscal year, OAA will place in reserves a buffer (Hold-Back) of \$5,000 from funds
31 that are released from expired projects to cover expenditures that occur in the year following the
32 release of the funds that the faculty member's department is unable to cover.
- 33
- 34 (c) All remaining funds after the Hold-Back that are unspent will be made available for re-allocation by
35 the Faculty Development Committee (FDC).
- 36
- 37 (d) The spreadsheet will include the aggregate amount of funds that are released at the end of the
38 academic year [after carry-over approvals from OAA and/or the Faculty Development Committee
39 (FDC)], the funds that are rolled into the FDC from unused PTR PDP plans from the previous year,
40 the Hold-Back from that academic year, and the funds that are released from the previous academic
41 year's Hold-Back as follows (this is an example only):

42

43	2017-18 Contractual Allocation:	\$ 675,000
44	2017 No Longer Allocated and Released funds:	\$ 45,000
45	2017 Unspent and Released Hold-Back from 2016:	\$ 3,756
46	2017 Unspent PTR PDP funds	\$ 7,256
47	2013-2017 Unspent and Released (9/15/17 only)	\$ 110,000
48	Total available for FDC allocation 2017-18:	\$ 841,012
49	2017 Hold-Back: \$ 5,000	

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2
3 **Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION**
4

5 Faculty are becoming increasingly involved in distance learning, web-based courses, and other education
6 and training programs that have implications concerning the use and ownership rights of intellectual
7 property.
8

9 The University and the Association agree to follow applicable University Standards and policies, Federal
10 Law, and State Law that govern intellectual property rights of faculty. Both parties agree that governance
11 and ownership of intellectual property rights and responsibilities do not change as a result of the medium
12 of delivery or storage (e.g. on-line, electronic media).
13

14 The University agrees to provide as a resource the Office of Innovation and Intellectual Property to faculty
15 members who have questions and/or concerns about the use or misuse of intellectual property rights.
16 Faculty may also contact the Association about these matters.
17

18 The University and the Association agree to facilitate and conduct intellectual property awareness and
19 education sessions that will reinforce the rights and responsibilities of Portland State employees including
20 faculty and administration.
21

22 **COPYRIGHT OWNERSHIP**
23

24 The University and the Association negotiated and reached agreement on the [University Copyright](#)
25 [Ownership Policy](#), which is included in the CBA as an [Appendix J](#).
26

27 The parties agree that no faculty member will be compelled to enter into a separate agreement, as defined
28 in the policy, as a condition for continuing employment, promotion, tenure, or rehire. A faculty member's
29 decision to not enter into a separate agreement shall not be just cause for discipline.
30
31

32 **Article 21. STRIKES AND LOCKOUTS**
33

34 **Section 1.** For the duration of this Agreement, the Association, on its own behalf and on behalf of
35 members of the bargaining unit, agrees not to participate or engage in, aid, or assist any strike concerning a
36 dispute under this Agreement. For the purposes of this Article, a strike includes any stoppage or cessation
37 of work, slow down of any kind, or other interference with the operations of the University, whether done
38 in concert or singly for the purposes defined in [ORS 243.650\(22\)](#). Any member of the bargaining unit who
39 violates any provision of this Article shall be subject to disciplinary action including loss of pay,
40 suspension, and discharge. Nothing contained in this Article shall be construed to be a limitation of any
41 right of the University to any other remedies, legal or equitable, to which the University may otherwise be
42 entitled.
43

44 **Section 2.** In the event of a violation of this Article, the Association upon request of the University, shall
45 immediately use its best efforts to effect the return to normal work routine of the members involved.
46

47 **Section 3.** For the duration of this Agreement, the University agrees that it will not lock out members of
48 the bargaining unit.
49

1
2 **Article 22. RETRENCHMENT**
3

4 **Definition:** In this Article "Department" will be used to refer to departments, programs, or other similar
5 administrative units. The Library will be treated as a single unit for purposes of this Article.
6

7 **Section 1.** In a viable, complex, and multifaceted university, it may be necessary to adjust departments
8 and staff. Historically, these adjustments have been accomplished by attrition and by not renewing
9 appointments in specific departments. The provisions of this Article and accompanying procedures do not
10 apply to this historical practice.
11

12 The modification of departments generated solely by changes in curricula or in the educational programs
13 or mission of the University is accomplished through usual curricular mechanisms and the provisions of
14 this Article likewise do not apply.
15

16 **Section 2.** The President of the University may declare that a condition of financial exigency exists, or
17 that a condition requiring departmental reductions or eliminations exists, after fulfilling the requirements
18 of [University Standard 580-021-0315](#) and this Article.
19

- 20 (a) A condition of financial exigency may be declared if the President finds that the University's budget
21 has insufficient funds to do all of the following:
22
- 23 1. maintain all essential programs and services;
 - 24 2. finance the full compensation of all tenured faculty;
 - 25 26
 - 27 3. finance the full compensation of faculty on fixed-term appointment until the end of the period of
28 appointment;
 - 29
 - 30 4. finance the full compensation of all other faculty until the end of an appointment, including the
31 providing of timely notice.
32
- 33 (b) A condition requiring reduction or elimination of a department may be declared if the President finds
34 that institutional operations within a reduced budget, or failure to reallocate funds, would result in a
35 serious distortion of the academic or other essential programs and services of the University if
36 retrenchment procedures were not implemented.
37

38 Recognizing the requirements of University Standard 580-021-0315 for prior consultation with the
39 Board of Trustees, the parties agree that factual disputes regarding the existence of a condition of
40 financial exigency or the existence of a condition requiring reduction or elimination of a program or
41 department shall not be subject to the grievance, contract dispute resolution, or arbitration articles of
42 this Agreement. An allegation that procedures set forth in this Article were not adhered to is a proper
43 subject for a grievance.
44

45 **Section 3.** Before deciding to declare a condition of financial exigency, or to reduce or eliminate a
46 department, the President or designee shall consult with appropriate faculty councils.
47

- 1 (a) At any time that the President finds that the University's financial condition is such that a declaration
2 of financial exigency or of departmental reduction or elimination may become unavoidable, the
3 President shall promptly notify the Association and the members of the bargaining unit.
4
- 5 (b) After issuance of such notice of Section 3(a), appropriate representatives of the University shall offer
6 to meet with representatives of the Association for the purpose of presenting and discussing a full
7 description and analysis of the financial condition of the University. If Association representatives fail
8 to accept within a reasonable time an offer to meet, the University shall have no further obligation to
9 consult with the Association or hear their views under the provisions of this Article.
10
- 11 (c) After the issuance of such notice of Section 3(a), the President or designee shall present a full
12 description and analysis of the financial condition of the University at a regular or special meeting of
13 the Faculty Senate, and to such other faculty councils as the President may deem appropriate.
14
- 15 (d) When the meetings provided for in Section 3(b) and (c) above are held, a time will be established when
16 comments and recommendations will be due in the President's Office. The time allowed for such
17 consideration will be at least thirty (30) days unless the President finds and states that circumstances
18 require a response in a shorter period of time.
19

20 The President will give thoughtful consideration to such comments and recommendations as are
21 submitted by the established time; and will engage in such further discussions, including efforts to
22 reconcile varying points of view, as he may deem useful. The President or designee will, at the
23 Association's request, meet with representatives of the Association to hear and discuss the
24 Association's comments and recommendations.
25

26 The parties agree to use their good offices to facilitate Senate consideration, and further agree that the
27 Senate, at its discretion, may hear and consider the views of any person or organization during their
28 deliberations of these matters.
29

- 30 (e) In reaching a decision whether to declare a condition of financial exigency or a condition requiring
31 departmental reduction or elimination, the President will consider, among other matters, institutional
32 guidelines concerning the mission and educational development of the institution; departmental
33 effectiveness and productivity; enrollment historical, current and projected; the state of development
34 of departments; the balance between academic personnel and other elements of the budget; the
35 dependence of other departments in the University on the department proposed for reduction or
36 elimination; and the availability of similar programs and services elsewhere in the community.
37

38 Prior to making a decision on a condition requiring unit reduction or elimination, the President will
39 also consider:
40

- 41 1. the proposal and documentation required by the PSU Faculty Senate in the procedure for
42 ["Elimination of Academic Units," approved by on 05-04-20](#) (Provost concurred on 05-11-20); and
43
- 44 2. PSU-AAUP's response to the proposal; and
45
- 46 3. The Office of Academic Affairs' (OAA) response to the proposal.
47

- 48 (f) After fulfilling the requirements of Sections 2 and 3 of this article, the President may declare that a
49 financial exigency exists or that the reduction or elimination of a department is necessary.

1
2 **Section 4.** After a declaration is made, a provisional plan will be announced and an opportunity provided
3 for faculty and the Association to comment on the plan, including suggesting alternatives for amelioration
4 of the financial condition. The provisional plan will include tentative assignments of reductions to
5 departments and the time by which responses are to be submitted. The time allowed for such
6 considerations shall be at least thirty (30) days unless the President finds and states that circumstances
7 require a response in a shorter period of time. During this time the President will receive and consider
8 such comments and recommendations from the Faculty Senate as the Senate chooses to submit.
9

10 The Association, and the members in the department assessed a budget reduction in the provisional plan,
11 may make recommendations within the time allotted concerning the manner in which the tentative
12 reductions are to be accomplished. Forms of budget curtailment which may be proposed and considered
13 include, but are not limited to, voluntary leaves of absence, shared appointments, temporary salary
14 reductions, temporary reductions in FTE, layoffs for fixed period, and indefinite layoffs.
15

16 If the final plan being considered by the President will result in the layoff of more members than
17 recommended by the department, the President or designee shall meet with members of the department
18 (or representatives thereof) for further discussion of departmental recommendations.
19

20 Following completion of the procedures outlined above, the President will announce a final plan and will
21 notify departments to be affected of the amounts and nature of reductions to be applied.
22

23 **Section 5.** Prior to the effective date of layoff of any member on continuing appointment, a good faith
24 effort shall be made by the Administration to place that member in another instructional or non-
25 instructional position within the University. If this effort fails the Administration shall make reasonable
26 efforts to assist the member in finding suitable employment elsewhere.
27

28 (a) If the President's final plan (Section 4) includes layoff of instructional and/or research faculty, the
29 order of layoff within a department shall be as specified in Subsections (b) and (c) below. If the
30 President's final plan (Section 4) includes layoff of academic professionals, the order shall be as
31 specified in (c) below. However, this order shall be modified to ensure:
32

- 33 1. the ability of the remaining faculty and academic professionals to meet adequately the needs of the
34 department, including the need for various areas of specialization, and
35
- 36 2. compliance with the University's Affirmative Action Program and Goals.
37

38 (b) Order of layoffs for instructional and research faculty within a department:
39

- 40 1. fixed-term faculty
41
- 42 2. non-tenure track faculty prior to continuous appointment
43
- 44 3. non-tenure track faculty on continuous appointment
45
- 46 4. faculty on annual tenure
47
- 48 5. faculty on indefinite tenure.
49

1 (c) Within each of the categories above in Subsection (b)1-5 for instructional and research faculty, layoffs
2 shall be made in inverse order to the length of continuous service at the University. Within an
3 academic professional position within a department, layoffs shall be made in inverse order to the
4 length of continuous service at the University. ("Length of service" shall include time spent on
5 sabbatical leaves.)
6

7 The President's decisions affecting order of layoff shall be based on departmental recommendations
8 made in accordance with existing departmental procedures. These recommendations shall be
9 submitted in a timely manner through the appropriate dean or vice president; but if no timely
10 recommendations are received from the department, the President may receive recommendations from
11 the appropriate dean or vice president.
12

13 (d) Although a member may be laid off, no member of the bargaining unit shall be terminated as a result
14 of financial exigency or departmental reduction or elimination except as provided in Subsection (h)
15 below. Members who have been laid off shall retain all the benefits and privileges of a member on
16 official leave without pay, if any, except that the University's obligation to recall from layoff is
17 specifically limited to the conditions set forth below.
18

19 (e) A department in which a layoff is in effect pursuant to this Article may not (a) hire new tenure-related
20 faculty until all tenure-related faculty eligible for recall in that department have been offered recall; (b)
21 hire new non-tenure track instructional faculty eligible for continuous appointment until all non-tenure
22 track instructional faculty members on or eligible for continuous appointment have been offered recall;
23 or (c) hire for an academic professional position until all persons who had been in that position have
24 been offered recall. However, the restrictions of this paragraph do not apply if the failure to hire new
25 employees would seriously impair the ability of a department to meet its needs as determined in
26 Section 5(a)1 above at the time layoff decisions were made, or if the President finds and declares after
27 receiving and considering a departmental recommendation reviewed by the appropriate dean and vice
28 president that failure to do so would seriously impair the department's ability to meet adequately its
29 current needs, including the needs for various areas of specialization.
30

31 (f) A member recalled from layoff shall be offered reemployment at the same rank and at a salary rate not
32 less than that which the member was receiving at the time of layoff.
33

34 (g) Any offers of reinstatement within a department shall be made in inverse order to the order of layoff.
35 The member will have thirty (30) days from the date the offer is sent in which to accept the offer. If no
36 acceptance is received in writing within the thirty- (30) day period, the member will be deemed to have
37 declined the offer and the University will thereafter have no further obligation to the member. It is the
38 responsibility of the member to keep the University apprised of a current mailing address.
39

40 (h) Faculty on indefinite tenure who have not been reemployed as of June 15 of the year following five (5)
41 full academic years after layoff shall be deemed to have been given timely notice and their employment
42 will have been terminated as of the June 15 date. Non-tenure track instructional faculty on continuous
43 appointment who have not been reemployed as of June 15 of the year following three (3) full academic
44 years after layoff shall be deemed to have been given timely notice and their employment will have
45 terminated as of the June 15 date. Faculty on annual tenure and non-tenure track instructional faculty
46 still in the probationary period who have not been reemployed as of June 15 of the year following two
47 (2) full academic years after layoff shall be deemed to have been given timely notice and their
48 employment to have been terminated as of the June 15 date. The employment of faculty on fixed-term
49 appointments who have not been reemployed as of the date of the end of their term of appointment

1 shall be deemed to have been terminated on that date. The employment of an academic professional
2 who has not been reemployed as of one year following the notice of layoff shall be deemed to have
3 been terminated on that date.
4

- 5 (i) In cases of layoff resulting from financial exigency the Administration shall make every effort to
6 provide timely notice to affected members of the bargaining unit.
7

8
9 **Article 23. RETRENCHMENT HEARINGS**

10
11 This article provides hearing procedures for layoff (not for [cause](#)) rising out of deliberations concerning
12 financial exigency or program reduction or elimination.
13

14 **Section 1.** A member who is laid off or whose salary is reduced as a result of decisions made under
15 [Article 22 \(RETRENCHMENT\)](#) shall be given by the University a statement describing (a) the basis for
16 the layoff or salary reduction, (b) the manner in which the decision was made, and (c) the information and
17 data relied upon in reaching the decision. A member who receives such notice shall have the right to a
18 hearing.
19

20 The hearing shall be before a committee of three (3). The committee shall consist of one (1) member
21 named by the President, one (1) member named by the Association, and a hearings officer chosen by
22 agreement between the President and the Association. If the President and the Association are unable to
23 agree on a hearings officer, they shall request the ERB to provide a list of qualified hearing officers. From
24 this list, a hearings officer shall be chosen in the same manner as an arbitrator is to be chosen under [Article](#)
25 [28, Division C \(ARBITRATION\)](#).
26

27 **Section 2.** The member requesting the hearing shall have the right to counsel.
28

29 **Section 3.** The member may choose whether to have an open or a closed hearing.
30

31 **Section 4.** Within fifteen (15) days of receipt of notice of layoff, the member shall file with the President
32 of the University a request for a hearing, which shall identify the allegation to be made in the hearing.
33

34 **Section 5.** The scope of these hearings is limited to allegations that the decision to layoff or to reduce the
35 salary of a member was arbitrary or not made in good faith or that new evidence justifies a reconsideration
36 of such a decision.
37

38 **Section 6.** The committee shall issue a report within thirty (30) calendar days after the conclusion of the
39 hearings. Committee recommendations shall be sent to the President of the University for action. The
40 President may remand the matter to the Committee for further proceedings. The President will announce
41 his decision within thirty (30) calendar days after receiving the Committee's original recommendations or
42 those submitted after remand.
43

44 **Section 7.** If the President takes no action within thirty (30) calendar days after receipt of the final
45 Committee report, or if his action does not provide redress for the member, the member may appeal to
46 the Board of Trustees.
47
48

1 **Article 24. WORKING CONDITIONS**

2
3 The University is committed to creating and maintaining conditions that are conducive to the health and
4 safety of its employees. The University is also committed to creating an institutional climate that values and
5 supports its faculty and to helping its members balance their work, educational, and family responsibilities.
6

7 **Section 1.** The University will forward to the Association reports regarding the maintenance of standards
8 prescribed for air and water quality, safe working conditions, seismic safety, and vector control. A faculty
9 member shall endeavor to maintain safe working conditions and shall adhere to established safety rules,
10 regulations, and practices. It is a faculty member’s responsibility to report any health and/or safety hazards
11 to the appropriate University administrator.
12

13 **Section 2.** The University and the Association will work together to clarify and publicize faculty members’
14 rights and responsibilities regarding student conduct, including informing faculty members of the [Student](#)
15 [Conduct Code](#) and the appropriate routing of concerns regarding student conduct. To the extent possible
16 under law, the University will notify the Association of faculty reports of incidents of threatening student
17 conduct filed with Campus Public Safety or Enrollment Management and Student Affairs.
18

19 **Section 3.** It is the responsibility of every member of the Portland State University community to conduct
20 him or herself in accordance with [PSU’s Professional Standards of Conduct policy](#), as posted on the PSU
21 Human Resources website. Each department head, manager, supervisor, employee, and faculty member is
22 responsible for creating and maintaining an atmosphere free from harassment, violence, and retaliation.
23 Harassment, including verbal harassment and threatening or violent behavior are prohibited.
24

25 **Section 4.** If a faculty member believes in good faith that his/her present office or classroom assignment
26 presents a clear danger to his/her health and/or safety, he/she may request a temporary reassignment. The
27 University shall promptly respond to such a request and shall make every effort to accommodate the
28 request.
29

30 **Section 5.** The University recognizes the importance of individual office space for instructional faculty
31 members. The University also recognizes the increasing importance of educational media and information
32 technology and its applications to effective teaching, learning, research, and communication; the University
33 will offer the appropriate in-service training. The Association acknowledges that instructional faculty are
34 responsible for obtaining appropriate technological and pedagogical training in the application and use of
35 instructional technologies for teaching.
36

- 37 (a) The University will provide e-mail and internet access to all represented members.
38
39 (b) The Association and the University agree that the following are to be considered the minimum
40 office components for bargaining unit instructional faculty:
41 Desk and office chair Side chair
42 Bookcase or book shelves File cabinet (with lock)
43 Waste basket Telephone (with voice mail access)
44 Personal computer* (adequate for normal internet access, word processing, and use of e-mail) [*In
45 some cases, shared access to personal computers may be adequate.]
46
47 (c) Annually by October 1, the University, in consultation with a committee appointed by the Office
48 of Academic Affairs, will review the list of the minimum components for an instructional faculty
49 office. All departments will be notified of the minimum faculty office components.

1
2 (d) Annually by November 1, each department will submit to the Office of Academic Affairs a list of
3 the faculty members whose work environments lack the minimum components of an instructional
4 faculty office. Annually by December 1, the University will provide the Association with a list
5 including an itemization of the minimum components of a faculty office deemed to be lacking for
6 each individual faculty member.
7

8 (e) The University will provide the Association with the results of all surveys on faculty working
9 conditions, educational media services, and information on technology/computer resources within
10 one month of completion.
11

12 **Section 6.** Departments that offer courses for academic credit off campus and outside the Portland
13 metropolitan area shall develop procedures to insure that faculty have a written agreement that outlines the
14 obligations and responsibilities of both the faculty member and the Department.
15

16 **Section 7.** Individuals teaching off campus shall be reimbursed for incidental course-related expenses by
17 the department credited with offering the off-campus assignment. Expenses in excess of \$50.00 require
18 prior approval by the department chair or designee.
19

20 **Section 8.** If a member voluntarily resigns, the University will notify the member of their right to request
21 an exit interview. Employees who are still members of the bargaining unit at the time of the exit interview
22 may choose to bring an Association representative with them to the interview.
23

24 **Section 9. Faculty Workload/Work Distribution**

25

26 This section addresses workload and work distribution related to Tenure Track and Non-Tenure Track
27 faculty members. For workload considerations related to Academic Professionals refer to [Article 17,](#)
28 [Section 10](#) of this contract.
29

30 Tenure Track and Non-Tenure Track faculty members will not be assigned unreasonable or excessive
31 workload. Additionally, faculty members are encouraged to balance their work so as not to overload
32 themselves, and are encouraged to seek assistance from their Department Chairs (or equivalent) as
33 appropriate. PSU Administration and PSU-AAUP recognize that the distribution of work may vary across
34 disciplines and academic units as well as during different stages of a faculty member's academic career.
35

36 If a Tenure Track or Non-Tenure Track faculty member has concerns regarding workload, they are
37 encouraged to raise their concerns with the relevant supervisor who shall meet with the employee to
38 discuss the concerns, using the following process:
39

- 40 (a) A meeting will take place within a reasonable period (approximately 15 working days) of faculty
41 member's request to meet. The meeting will include a discussion about workload and priorities with a
42 goal of a shared understanding of the member's workload and work distribution.
43
- 44 (b) The conversation shall be documented in a written statement with any adjustment to workload and
45 work distribution specifically noted. The supervisor will create the document, with input from the
46 faculty member. The faculty member and the department chair may get input about the written
47 document from the Association and OAA.
48

- 1 (c) The written statement may include, among other things, change in work assignments, reductions or
2 modifications in duties, or explicit recognition that a member's specific contribution is valued by the
3 University.
- 4
- 5 (d) Points of agreement and any points of differences will be noted. The written statement shall be
6 completed within 10 working days of the meeting and signed by both parties.
- 7
- 8 (e) The written statement may be included in future performance reviews.
- 9

10 If the faculty member or the supervisor continue to have concerns after the written document is created,
11 the following process will be used:

- 12
- 13 (a) An ad-hoc committee, composed of the faculty member, the supervisor, OAA, and the Association
14 shall meet to discuss concerns and seek to agree on a resolution. This meeting shall take place within a
15 reasonable period of time (approximately 10 working days). If the ad-hoc committee is unable to fully
16 resolve the faculty member's concerns, those remaining concerns will be noted.
- 17
- 18 (b) The faculty member and/or supervisor may request that the Dean (or equivalent) review the written
19 document, including any remaining concerns noted by the ad-hoc committee, and then participate in a
20 joint conversation/meeting to facilitate a final resolution.
- 21
- 22 (c) The joint conversation shall happen within approximately 20 working days of the request by either
23 party.
- 24
- 25 (d) The Dean (or equivalent) shall make a final determination with a written response detailing their
26 rationale for their decision within 15 working days of the joint meeting.
- 27

28 In the event of multiple issues arising under this Section from any particular University unit, the parties
29 agree to discuss such issues in the Labor/Management Committee. The [PSU / AAUP Labor Management](#)
30 [Committee](#) will monitor the workloads in that unit for 18 months, or another period based on mutual
31 agreement.

32

33 In lieu of the multiple review processes, the parties agree this section of the Collective Bargaining
34 Agreement is not grievable, except as it may relate to process.

35

36 **Section 10. Per Diem Travel Policy**

- 37
- 38 (a) PSU-AAUP-represented employees who are traveling as part of a Federal grant or contract shall be
39 reimbursed for per diem based on the actual time they departed and the actual time they arrived home
40 or as stipulated by the grant or contract.
- 41
- 42 (b) PSU-AAUP-represented employees who travel for any other work-purpose shall continue to be
43 reimbursed for partial day per diem at the rate of 75% per travel day.
- 44

45 **Section 11. Online Leave Reporting System**

- 46
- 47 (a) Members must report leave used.
- 48

- (b) Members must use the Online Leave Reporting System unless there are extenuating circumstances that prevent them from doing so. If such circumstances exist, they should notify their supervisor as soon as possible.
- (c) Overtime eligible (FLSA non-exempt) and vacation eligible members (12-month employees) will receive notifications to input leave used on or about the 1st of the month. If leave is not input by or about the 10th of the month, they will receive notification on or about the 10th of the month.
- (d) The Online Leave reporting process shall not require input from sick time only eligible members (9-month employees) if there is no leave to report during the reporting period.
- (e) The University will send no more than one notice on or about the 1st of the month for the previous month to sick time eligible members (9-month employees). The notification shall state that no leave input is required if no leave needs to be reported for the reporting period.
- (f) On or about the 16th of the month, members will receive notification that their leave report was forwarded to their supervisor for approval. Members will receive a subsequent notice when the leave report is approved.

Section 12. DUO FOB replacement upon malfunction

Should a member choose not to use a personal mobile device for two-factor authentication (2FA) to log-on PSU Information Systems, the University will provide members with an initial Duo Fob, or its successor, upon request to log on to PSU Information Systems using 2FA. The University will replace the Duo Fob free of charge if it malfunctions. Members will be charged to replace a lost or stolen Duo Fob at the approved rate at the time of replacement.

Section 13. Possible External Threats to Member’s Academic Freedom

If a faculty member believes in good faith that he/she is experiencing undue pressure from individuals or groups off campus, including for work protected by academic freedom (see [Article 12, Section 1](#)), the University provides an Academic Freedom Resource Guide as a guide to resources and support for members of the Portland State University community.

Section 14. REMOTE WORK

(a) Introduction

PSU supports remote work when it meets the needs of the University. It can maximize productive work time, decrease the need for parking and office facilities, and decrease traffic congestion and air pollution while providing flexibility for employees. The remote work location may be the employee's home or another suitable location.

(b). Remote Work includes:

- 1. Work conducted in a location other than an employee’s traditional workplace.
- 2. Work conducted in a place that is not owned or managed by PSU.

1 3. Ongoing or temporary arrangement.

2
3 4. Examples: Working from home on a set schedule (i.e. last Friday of the month); Hired to work
4 from out-of-state location; Working from home to accommodate temporary medical condition.

5
6 If the remote worksite is not in Oregon, the supervisor and employee must submit the [Authorization to](#)
7 [Work Out of State Form](#), before work begins.

8
9 (c). Exceptions to Remote Work Agreements:

10 1. Occasionally, or permanently working from a location owned by PSU (i.e., Salem location)

11 2. Attending and working at a conference or training hosted at non-PSU location.

12 3. Fulfilling on-call or off-hours work obligations as part of job (i.e., responding to urgent issues from
13 off-campus)

14 4. It is an accepted practice for teaching and research faculty to carry out their work with varied
15 schedules on campus and at alternate locations. Normally, a formal remote work agreement will
16 not be required for faculty unless the normal work assignment is consistently at an alternate
17 location (i.e., not the standard assigned office).

18 5. On occasion, a department may also determine that employees may need to work at alternate
19 worksites for a short period of time to accommodate unusual circumstances, such as a brief office
20 closing for renovations or relocation. In such cases, the formal telecommuting agreement is not
21 required, but should be documented for department files by memorandum or email, specifying
22 work expectations and duration.

23
24
25
26
27
28 (d). Remote Work Agreements Requirements and Eligibility

29 1. [A remote work agreement](#) is required for members to work outside of the office on a routine basis,
30 temporary arrangements, or occasional work arrangements.

31 2. An AAUP bargaining unit member whose work does not require face-to-face interaction, or for
32 which that interaction may be scheduled, may be eligible to work remotely. Tasks that benefit from
33 uninterrupted work time are suitable for remote work. Such tasks include writing, editing, reading,
34 analysis, design work, computer programming, word-processing and data entry.

35 3. Remote work may not be suitable for all employees and/or positions. All remote work is subject to
36 advance approval.

37
38 (e). Remote Work Application Process

39 [\[CORRECTED from Errata MOA #2\]](#)

40 1. Employee discusses their request to work remotely with their supervisor.

41 2. Employee completes the [PSU Remote Work Agreement](#) (On PSU HR website).

42 3. Supervisor reviews Agreement and approves or makes edits within 10 working days of submission.

- a. If approved, the Agreement is sent to Human Resources.
 - b. If edits are made, the Agreement is electronically sent back to the Employee to review again.
4. Once all approvals are received, the Remote Work Agreement is routed to Human Resources for filing in the Employee's personnel file.
 5. The Employee and Supervisor receive a notification once the Agreement has been finalized.

(f) Remote Work Agreement

1. Employees who are approved for remote work shall abide by the [University's Remote Work Guidelines](#) and their Remote Work Agreement. A copy of the Agreement shall be retained in the employee's electronic personnel file with Human Resources. The agreement should be reviewed annually and revised as needed.
2. Unless otherwise stated in the Remote Work agreement, the supervisor, the next level supervisor, or the employee may discontinue the arrangement, giving, generally no less than one-week written notice. The parties may negotiate a longer notice to provide for a smooth transition.
3. **Inability to work at your remote location.** In the event an employee on remote work experiences an emergency at their remote work site they will need to check in with their supervisor to determine if coming to campus to work is an option. If that is not an option and the employee cannot work at their remote site or campus, they should confer with their supervisor to determine next steps.
4. **Performance & Policies.** All work shall be performed according to the same standards as is expected at the primary worksite. The supervisor and employee will meet at regular intervals to review the employee's work performance. PSU policies, rules and practices shall apply at the remote work site. The supervisor will monitor and evaluate performance by relying more heavily on work results rather than direct observation. Failure to follow policy, rules and procedures may result in termination of the remote work arrangement and/or disciplinary action, up to and including termination.

Article 25. PARKING AND TRANSPORTATION

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)

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

- 4
- 5 Fourth Avenue Garage (196 permits)
- 6 University Place Lot (100 permits)
- 7

8 **Section 3.** In order to promote better use of University facilities by bargaining unit members, the
9 University supports the concept of parking flexibility. Flexibility will make it convenient for faculty to
10 spend more time on campus. Recognizing the value of flexibility in the kinds of parking permits made
11 available, the University shall extend to faculty all of the various parking options now available to students.
12

13 **Section 4. Portland Streetcar**

- 14
- 15 (a) Effective July 1, 2021 members may purchase a Streetcar-only transit pass at PSU Transportation and
16 Parking Services at the discounted rate provided to PSU and have the cost deducted from their
17 paycheck.
- 18
- 19 (b) Members may discontinue their streetcar only transit pass at any time by returning the pass to PSU
20 Transportation and Parking Services.
- 21

22 **Section 5. Transit between Worksites**

- 23
- 24 (a) The University shall provide members who require access to the Portland Streetcar to transit between
25 worksites a Streetcar-only transit pass at the University's expense.
- 26
- 27 (b) To obtain the pass, the member shall bring a letter from their supervisor explaining their need for the
28 transit pass to PSU Transportation and Parking Services.
- 29
- 30 (c) The Streetcar-only transit pass shall be valid until the end of the current academic year.
- 31
- 32 (d) A new letter acknowledging the need for the transit pass shall be submitted each academic year.
- 33
- 34 (e) The University shall create an online process for members to obtain a Streetcar-only transit pass for
35 transit between worksites by December 31, 2021.
- 36

37 PSU-AAUP will be notified of the details of the Streetcar contract and any changes that may be made.
38

39 **Article 26. UNIVERSITY CLOSURES**

40
41
42 In the event the University is closed due to inclement weather or short-term hazardous or emergency
43 conditions, employees will not be expected to report for work unless otherwise notified by their
44 supervisors. However, it is recognized that employees may be expected to come in if their research project
45 requires it. All members shall be paid as though they had worked their normal schedule on such day(s).
46

47 **IV. DISPUTE RESOLUTION—Articles 27 - 28**

48
49

1 **Article 27. IMPOSITION OF PROGRESSIVE SANCTIONS**

2
3 **Section 1. Just Cause.**

4
5 If a member is subject to sanction for just cause, just cause for the imposition is defined as follows:

- 6
- 7 (a) Failure to carry out responsibilities as defined in [Article 4 \(RESPONSIBILITIES OF THE](#)
- 8 [MEMBERS\)](#).
- 9
- 10 (b) Failure to perform the responsibilities of an academic staff member, arising out of one's particular
- 11 assignment, toward students, toward the academic discipline, toward colleagues, or toward the
- 12 institution in its primary educational and scholarly functions and secondary administrative functions of
- 13 maintaining property, disbursing funds, keeping records, providing living accommodations and other
- 14 services, sponsoring activities, and protecting the health and safety of persons in the institutional
- 15 community. Evidence to demonstrate just cause under the standard set forth in this subsection may
- 16 include, but is not limited to, evidence of incompetence, gross inefficiency, default of academic
- 17 integrity in teaching, research, or scholarship, and intentional or habitual neglect of duty. [Although the
- 18 effect of absence of teaching and/or research faculty is difficult to measure, unauthorized or
- 19 unjustified absence from class, research, counseling activities, or other scheduled duties in excess of
- 20 five (5) consecutive scheduled or regular working days is sufficient basis for monetary sanction.]
- 21
- 22 (c) Cause as defined in University Standards [580-021-0325\(1\)](#) and [577-041-0010\(2\)](#).

23
24 **Section 2. Progressive Imposition of Sanctions: Sanctions Available.**

- 25
- 26 (a) Bargaining unit members have the right to request the presence of the appropriate Association
- 27 representative at any meeting that is or becomes an investigatory meeting that might result in sanction.
- 28 When a bargaining unit member makes a request for the presence of an Association representative, the
- 29 University has three options:
- 30
- 31 1. It can stop questioning until the representative arrives; or,
- 32
- 33 2. It can cancel the meeting; or,
- 34
- 35 3. It can tell the bargaining unit member that it will call off the meeting unless the bargaining unit
- 36 member voluntarily gives up his/her rights to an Association representative.
- 37
- 38 (b) The parties agree that sanctions, when imposed, will progress from minor to severe for repeated failure
- 39 to meet professional obligations. However, in some circumstances, actions or omissions, which have
- 40 resulted or will, result in irreparable harm to the academic community or members thereof, may require
- 41 the imposition of severe sanctions in the first instance. Sanctions shall include oral reprimand, oral
- 42 reprimand with notation to the personnel file, written reprimand, suspension with pay, denial of salary
- 43 increase, suspension without pay, denial of promotion, reduction in pay, reduction in rank, and
- 44 discharge.

45
46 **Section 3. Procedures for the Imposition of Sanctions.**

- 47
- 48 (a) Sanction of Oral Reprimand. The sanction of oral reprimand may be imposed by the appropriate
- 49 administrative officer if the officer believes that there is just cause to warrant the sanction. The

1 sanction of oral reprimand must be imposed within sixty (60) working days of the appropriate
2 administrator's knowledge of the act, failure to perform, or condition on which the sanction is based.
3

4 (b) Sanction of Oral Reprimand with Notation to File. The sanction of oral reprimand with notation to
5 file may be imposed by an administrative officer if there is just cause to warrant the sanction. The
6 sanction of oral reprimand with notation to file must be imposed within forty-five (45) working days of
7 the appropriate administrator's knowledge of the act, failure to perform, or condition on which the
8 sanction is based. After one (1) year from the date of an oral reprimand with notation in file, if no
9 further sanction has been imposed against the bargaining unit member, the notation shall be removed
10 from the member's file.

11
12 (c) Sanctions More Severe than Oral Reprimand. Complaints alleging that a bargaining unit member has
13 engaged in conduct such as to warrant the imposition of sanctions more severe than oral reprimand
14 shall be filed with the President of the University or designee. Such complaints shall be in writing and
15 shall state specifically the facts believed to constitute the grounds for the imposition of such sanctions.
16 Upon receiving such written complaint, the President or designee shall, within ten (10) working days,
17 refer it to an appropriate administrative officer and shall also have a copy of the written complaint
18 delivered in person to the bargaining unit member and the Association or sent by certified mail to a
19 last known address. If the administrator finds that there is no basis for a sanction, the administrator
20 shall notify affected parties thereby terminating the process. The administrative officer shall fully
21 explore the possibility of a settlement mutually acceptable to the bargaining unit member and the
22 officer. If no mutual settlement is effected, the following procedures shall apply:

23
24 1. Written Reprimand. If there is just cause for a sanction more severe than an oral reprimand, a
25 sanction of written reprimand may be imposed. After one (1) year from the date of a written
26 reprimand, if no further sanction has been imposed against a bargaining unit member, the written
27 reprimand or notation shall be removed from the member's file.
28

29 2. Sanction More Severe than Written Reprimand. If there is just cause for a sanction more severe
30 than a written reprimand, a notice of intent to impose severe sanction shall be served, either
31 personally upon the member, or by certified mail (with return receipt requested) to the member's
32 address of record and to the Association. The notice shall contain a description of the alleged act(s)
33 or omission(s), date(s), time(s), place(s), and proposed sanction. In addition, the notice must
34 inform the individual of procedural protections available including the right to a review and an
35 opportunity for a hearing before a committee of peers prior to the imposition of sanctions and the
36 right to request the Association to [file a grievance at Step 3](#) subsequent to the imposition of
37 sanctions.
38

39 (d) Suspension of the faculty member during the pendency of proceeding is justified only if immediate
40 harm to the member or others is threatened by the member's continuance.
41

42 1. Procedures for Paid Administrative Leave during an Investigation

43 i. Definition

44 "Paid administrative leave during an investigation" means the placement of an AAUP
45 represented employee on paid administrative leave when they are the subject of one of the
46 following: (1) an administrative investigation by the University (such as by OGD, HR, or
47
48

IAO); (2) an external investigation by regulatory authorities, licensure boards, etc.; or (3) a criminal investigation.

ii. Procedure

- a. An employee who is the subject of an investigation should typically remain in regular duty status throughout the course of the investigation. In rare cases, it may be appropriate to remove the employee from the workplace during an investigation. Such cases generally arise when:
 - 1. There is a significant concern that the employee’s presence on campus may put at risk the health and safety of students or other members of the university community;
 - 2. The employee’s presence in the workplace poses a risk to the integrity of the investigation; or
 - 3. There is a reasonable basis to believe that continuation of the employee in regular duty status during an investigation poses an unacceptable level of risk to University resources, exposes the University to liability, or causes substantial disruption in the workplace.
- b. In cases where the University is considering placing an AAUP represented employee on paid administrative leave during an investigation, the University will make every effort to consult with AAUP in accordance with the following guidelines:
 - 1. The University will notify AAUP and request a meeting in person, or by phone, to discuss the University’s concerns and possible alternatives to paid administrative leave during an investigation.
 - 2. The meeting should occur within two business days whenever possible.
 - 3. At the meeting, the parties will share as much information as reasonably possible in order to have a full and complete discussion. However, the parties acknowledge that in some cases the University may not be able to disclose confidential information about an ongoing investigation.
 - 4. The parties agree that they will consider the reputational and other damage associated with the measures being considered and shall make reasonable and honest efforts to minimize that damage.
 - 5. The parties agree that they will consider the workload to cover if the employee is placed on administrative leave during an investigation. If administrative leave is used, the parties will determine how, and whether, the workload will be distributed.
 - 6. The parties agree to maintain confidentiality with regard to the matters disclosed and discussed during the meeting. Neither party will disclose information obtained in the meeting to any third party or use such information for any

1 purpose other than to seek a mutually acceptable agreement regarding paid
2 administrative leave during an investigation or appropriate alternatives, or as
3 needed to process grievances that arise out of the use of administrative leave, up
4 to and including arbitration.
5

6 7. The parties will discuss the concerns, and consider alternative options to address
7 those concerns with the goal of avoiding paid administrative leave during an
8 investigation whenever possible. Such options may include:
9

- 10 a. Requiring the employee to telecommute during the course of the
11 investigation;
- 12 b. Temporary reassignment to other duties or other work locations;
- 13 c. Imposing temporary limitations on the employee's duties or authority; and
14
- 15 d. Other creative solutions proposed by the parties.
16

17 8. If the parties agree upon an alternative solution, it will be confirmed in writing.
18

19 9. If the parties are not able to agree, or no other solution sufficiently addresses the
20 concerns raised by the University, the University may impose Investigatory
21 Administrative Leave. In such cases, the AAUP does not waive its right to file a
22 grievance as provided in the CBA.
23
24
25

26 iii. Terms of Administrative Leave during an investigation
27

28 When the University places an AAUP represented employee on paid administrative leave
29 during an investigation, it will comply with the following requirements:
30

- 31 a. The University will notify the employee in writing that they are being placed on paid
32 administrative leave during an investigation.
33
- 34 b. The notice to the employee will state the general nature of the investigation and the
35 anticipated duration of the leave.
36
- 37 c. The notice will inform the employee that paid administrative leave during an
38 investigation is not disciplinary and they will not lose pay or benefits during the period
39 they are on leave.
40
- 41 d. The employee will be reinstated to regular duty status as soon as reasonably possible.
42
- 43 e. In cases where the University begins the process of seeking a disciplinary sanction
44 against the employee following an investigation, the University will comply with Article
45 27 of the CBA and the employee will be returned to regular duty status unless
46 immediate harm to the employee or other is threatened by the employee's continuance.
47

1 (e) Within ten (10) working days of the receipt of notice to impose severe sanction, a bargaining unit
2 member may request a review and a hearing by an ad hoc committee of peers. The committee shall be
3 constituted as follows: within ten (10) working days of the receipt of the request for review, the
4 President shall appoint one member, and the Association shall appoint a second member to serve; the
5 two (2) members thus selected shall, within five (5) working days of their selection, choose a third
6 member who shall serve as chairperson. The ad hoc committee shall within thirty (30) working days of
7 selection review the matter and hold a hearing, if requested, and shall within fifteen (15) working days
8 of selection issue a report to the President stating whether in their opinion there is just cause to impose
9 the sanction.

10
11 (f) In the event a hearing is held, the following procedures shall apply:

- 12 1. The bargaining unit member shall appear at the hearing and may be accompanied and assisted by
13 other persons, including counsel and the Association.
- 14 2. The University shall appear at the hearing and be represented by a person designated by the
15 President. The University's representative may be accompanied and assisted by other persons,
16 including counsel.
- 17 3. Hearings shall be open unless closed by request of the bargaining unit member or requirement of
18 law. A verbatim record of all hearings shall be made.
- 19 4. During the hearing an opportunity shall be provided for the bargaining unit member and the
20 University's representative to present brief opening and closing statements and for both parties to
21 present evidence and testimony and to call and cross-examine witnesses.
- 22 5. The chairperson of the ad hoc committee shall preside at the hearing and over the deliberations of
23 the committee. The chairperson shall have authority to rule upon questions of admissibility of
24 evidence and to exclude irrelevant, untrustworthy, and unduly repetitious evidence.
- 25 6. The ad hoc committee shall describe the issues considered, make its findings of fact, and make its
26 recommendations based on those findings in a written report to the President.
- 27 7. Dissenting opinions, if any, by members of the ad hoc committee may be submitted with the
28 report to the President.

29
30
31 (g) The President shall upon consideration of the ad hoc committee's report impose the sanction or
32 conclude the matter.

33
34 (h) When the President or administrative officer has decided to impose a sanction, the Association may
35 initiate the grievance and arbitration procedures provided for in this Agreement. The grievance would
36 be [filed at Step 3](#). The timeline requirements for filing a grievance shall begin to run from the date of
37 the Association's and the bargaining unit member's notification of the sanction. In the event that the
38 Association's notification date differs from the bargaining unit member's notification date, the later
39 date shall apply. In matters not involving academic judgments as defined in [Article 28, Division B,
40 Section 3 \(RESOLUTION OF DISPUTES: GRIEVANCES\)](#), issues of procedure and substance may
41 be grieved and arbitrated. In matters involving academic judgment, issues of procedure and sufficiency
42 of evidence may be grieved and arbitrated.

- 1 (i) Under no circumstances may the sanction of reduction in rank or discharge be implemented until the
2 individual has exhausted available administrative remedies under this Agreement or fails to file a timely
3 appeal from a decision on the grievance.
4
- 5 (j) The University and the Association agree that the sanction procedures described in this Article shall be
6 in lieu of those procedures described in University Standards [580-021](#) and [577-041](#), which shall have
7 no application to members of the bargaining unit.
8
- 9 (k) Notwithstanding the limitations prescribed in [Article 28, Division C \(RESOLUTION OF DISPUTES:](#)
10 [ARBITRATION\)](#), the authority of an arbitrator shall extend to the settlement of all issues identified as
11 grievable in this Article.
12

1 **Article 28. RESOLUTION OF DISPUTES**

2
3 **Division A. EXPEDITED DISPUTE RESOLUTION**

4
5 **Section 1.** If the Association believes that a provision of this Agreement which confers rights upon it has
6 been violated, misinterpreted, or improperly applied, or if the University believes the Association has
7 violated, misinterpreted, or improperly applied a provision of this Agreement, the complaining party may
8 file with the other a written complaint citing the provision of this Agreement alleged to have been violated,
9 misinterpreted, or improperly applied, the approximate date of the alleged act or omission, the person
10 responsible, and the remedy sought. Such a complaint shall be filed within thirty (30) days of the date of
11 the alleged act or omission.

12
13 **Section 2.** In the manner provided in [Article 7 \(CONSULTATION\)](#), the parties shall meet to attempt to
14 resolve the matter.

15
16 **Section 3.** If the parties resolve the complaint, the resolution will be reduced to writing and signed by the
17 parties within five (5) working days of the meeting on the complaint.

18
19 **Section 4.** If the complaint is not resolved, the complaining party may give to the other notice of intent to
20 arbitrate within the time limits provided in [Division C \(ARBITRATION\)](#) of this Article, except as
21 provided in Division A, Section 5 (EXPEDITED DISPUTE RESOLUTION) of this Article.

22
23 **Section 5.** The University and the Association agree to use arbitration as the sole method of deciding
24 unresolved disputes alleging violation, misinterpretation, or improper application of the express terms of
25 this Agreement; therefore, the parties hereby waive their respective rights to have such matters resolved by
26 the Employment Relations Board as provided by [ORS 243.672\(1\)\(g\) and 243.672\(2\)\(d\)](#); except that
27 disputes relating to definition of the bargaining unit shall be resolved by the Employment Relations Board
28 and not by arbitration.

29
30 **Section 6.** The procedures provided in this Section and in Division B (GRIEVANCES) of this Article
31 cannot both be invoked concerning the same problem, dispute, grievance, or complaint.

32
33
34 **Division B. GRIEVANCES**

35
36 **Section 1. Purpose.** The purpose of this Article is to provide a procedure that will promote prompt and
37 efficient investigation and resolution of grievances. The parties encourage informal resolution of
38 grievances whenever possible. The University is not obliged to observe any other procedure for the
39 resolution of grievances as that term is hereby defined.

40
41 **Section 2. Resort to Other Procedures.** If, prior to seeking resolution of a dispute by presenting a
42 grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the
43 matter through the grievance procedures provided in University Standards [577-041](#) or [580-021](#), the
44 University shall have no obligation to entertain or proceed further with the matter pursuant to this
45 grievance procedure or pursuant to [Division C \(ARBITRATION\)](#) of this Article.

46
47 **Section 3. Definitions.**

- 1 (a) The term "grievance" is defined as an allegation that there has been a violation, misinterpretation, or
2 improper application of the provisions of this Agreement. The term "grievance" shall not include
3 complaints related to matters of academic judgment. For the purpose of this Agreement, "academic
4 judgment" shall mean the judgment by faculty and administrators: 1. concerning academic standards,
5 competence and performance as these relate to appointment, reappointment, promotion, tenure, or
6 merit salary increases; and 2. concerning curricula and educational policy.
7
- 8 (b) "Grievant" means one or more members of the bargaining unit or the bargaining unit itself alleging
9 damage or injury by the act or omission being grieved.
10
- 11 (c) "Relevant Vice President" means the vice president who is in the reporting line of a given bargaining
12 unit member or other Portland State University officer with academic rank who reports directly to the
13 President of the University, whether or not such person holds the title of vice president.
14

15 **Section 4. General Provisions.**

- 16
- 17 (a) Grievances may be filed only by the Association on behalf of any member or group of members of the
18 bargaining unit.
19
- 20 (b) A bargaining unit member who is serving as grievance officer and files a grievance on his/her own
21 behalf shall not represent him/herself in his/her own grievance, but is not required to relinquish the
22 role of grievance officer for the bargaining unit. The Association will appoint an interim grievance
23 officer.
24
- 25 (c) The parties may agree to modify the time limits in any step of the grievance procedure. At formal
26 steps, agreement to modify time limits shall be in writing.
27
- 28 (d) Failure at any step of this procedure to request review of a decision within the specified time limits,
29 including any extensions thereof, shall be considered acceptance by the grievant of the decision
30 rendered at the previous step. Failure of the administration to communicate the decision on the
31 grievance at any step within the time limits, including any extension thereof, shall allow the grievant to
32 proceed to the next step.
33
- 34 (e) All grievances which proceed to formal settlement procedures, all requests for review, and all
35 arbitration actions shall be submitted on forms attached to this Agreement as [Appendices B, C, and D](#),
36 respectively; and shall be signed by a representative of the Association and, where appropriate, the
37 grievant. The University may refuse consideration of a grievance not filed in accordance with this
38 Article.
39
- 40 (f) If the matter being grieved relates to an act or omission by the Provost, another Vice President, or the
41 President, the grievance may be presented at Step Two or Step Three, as appropriate, but in the
42 manner provided at Step One.
43
- 44 (g) A grievance may be withdrawn at any time by either the Association or the grievant.
45
- 46 (h) A grievance may not be presented under this Article for an act or omission which occurred prior to the
47 effective date of this Agreement, except for grievances filed in a timely manner under the provisions of
48 the previous Collective Bargaining Agreement.
49

- 1 (i) Regardless of the outcome of the grievance procedures, no action adverse to the grievant or the
2 Association may be taken in retaliation for invoking the procedure.
3

4 **Section 5. Presentation of Grievances.**
5

6 **General.** Time is of the essence in the presentation of grievances. The time limits provided below for the
7 initial presentation of a grievance are measured from the date of the act; omission or commencement of
8 condition upon which the grievance is based; or from such later date that the bargaining unit member
9 knew or reasonably should have known of the act, omission, or commencement of the condition upon
10 which a grievance is based, whichever is later. In no event, however, will a grievance be presented more
11 than one hundred twenty (120) working days after the act, omission, or commencement of the condition
12 on which the grievance is based. The 120-working-day limit will be extended for those members who are
13 out of the country or are on an official leave of absence so that the member will have a reasonable time
14 after returning to campus to present a grievance.
15

16 **Informal Procedure.** The grievant and, if needed to facilitate resolution, a bargaining unit member of the
17 Association, may discuss the grievance with the administrator most directly concerned in an attempt to
18 resolve the grievance informally. A grievance may be presented informally within twenty (20) working days
19 of the act, omission, or commencement of the condition on which the grievance is based, or from such
20 date that the bargaining unit member knew or reasonably should have known of the act, omission or
21 commencement of the condition upon which the grievance is based, whichever is later. The grievant
22 should apprise the administrator that the matter being presented is a grievance arising under the terms of
23 this Agreement in order to distinguish the matter from a noncontractual complaint. The administrator to
24 whom the complaint is presented shall communicate a decision to the grievant within five (5) working days
25 of the presentation of the grievance.
26

27 **Confidential Mediation.** The parties may, at their discretion, enter into confidential mediation
28 communications prior to the formal presentation of a grievance as described in this Article provided as
29 follows:
30

- 31 (a) “Suspend” as used in paragraphs (b), (c), and (d) below will mean that days will not count against
32 the one hundred twenty (120), twenty (20), and forty (40) working days specified in “General,”
33 “Informal Procedure,” and “Formal Procedure” Step One of Division B, Section 5 of this Article,
34 respectively. In cases that may involve Progressive Sanctions, the days will also not count against
35 the sixty (60), forty-five (45), and ten (10) working days specified in [Article 27, Section 3](#), (a), (b),
36 and (c) respectively.
37
- 38 (b) The parties agree to suspend the grievance timelines, and, where relevant, progressive sanctions
39 timelines, while they consider if they are able to enter into and arrange confidential mediation; this
40 agreement will be in writing.
41
- 42 (c) All parties to the mediation must agree in writing to engage in confidential mediation for a specific
43 period of time; this time may be extended by mutual agreement of all parties; and
44
- 45 (d) All parties must agree to suspend consideration of the grievance until such time as the mediation
46 resolves the grievance or the period agreed to in (c) concludes. In no case shall the rights of the
47 Association to continue to pursue resolution of the grievance under this Article be limited or
48 considered untimely if the parties have mutually agreed to confidential mediation, except as
49 dictated by other conditions of this Article.

1
2 **Formal Procedure.** If the matter is not satisfactorily resolved by informal means, or by confidential
3 mediation, the following formal grievance procedure will apply.
4

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

11
12 Upon the Association’s written request, fifteen (15) working days postponement of formal
13 consideration shall be allowed for a further attempt to achieve informal resolution of the grievance.
14

15 The appropriate dean or administrative officer shall meet with the grievant and the appropriate
16 representative of the Association within five (5) working days of receipt of the grievance form
17 ([Appendix B](#)), or within five (5) working days of the expiration of the period of time allowed to
18 Step One for informal resolution. The dean or administrative officer shall send a decision in
19 writing to the grievant and the Association within ten (10) working days of this meeting.
20

21 *Step Two.* If the Association is not satisfied with the decision at Step One, a request for review
22 ([Appendix C](#)) may be filed with the relevant Vice President within ten (10) working days of the
23 date of the decision at Step One. The relevant Vice President or designee shall meet with the
24 grievant and the appropriate representative of the Association within five (5) working days of
25 receipt of the request for review to discuss the grievance. The relevant Vice President shall send
26 his/her decision concerning the grievance in writing to the grievant and to the Association within
27 ten (10) working days of such meeting.
28

29 *Step Three.* If the Association is not satisfied with the decision at Step Two, a request for review
30 ([Appendix C](#)) may be filed with the President or designee within ten (10) working days of the date
31 of the decision at Step Two. The President or designee shall meet with the grievant and the
32 appropriate representative of the Association within ten (10) working days of receipt of this
33 request, and the President or designee shall send a decision in writing to the grievant and to the
34 Association within ten (10) working days of such meeting.
35

36 As used in this Section, the date of filing of a request for review shall be the date that the form ([Appendix](#)
37 [C](#)) is received in the administrative office. The date of the decision is the date the decision is sent to the
38 grievant and the Association. Dates of filing and dates of decisions shall be entered into a log maintained
39 for that purpose and signed by the person who actually received or sent the document being logged.
40

41 **Division C. ARBITRATION**

42

43 **Section 1. Arbitration of Grievances.** If a grievance brought under Division B (GRIEVANCES) of this
44 Article is not resolved at Step Three of that procedure, the Association may submit the matter to
45 arbitration. [Notice of intent to arbitrate \(Appendix D\)](#) must be filed with the President of the University
46 within twenty (20) working days of the date of the decision at Step Three. If no notice of intent to arbitrate
47 is filed within the time limit, the right to arbitrate is thereby waived.
48

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

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

11
12 The first strike shall be determined by coin toss. Each party shall alternately strike one (1) name from the
13 list of seven (7); the remaining person shall be the arbitrator.

14
15 If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided
16 herein and either party does not agree to an extension of time, a new list of seven (7) names shall be
17 requested from the [Federal Mediation and Conciliation Service](#) and the selection procedure as provided
18 herein shall be repeated.

19
20 **Section 4. Conduct of the Hearing.** The arbitrator shall hold the hearing in Portland, Oregon unless
21 otherwise agreed to by the parties. The hearing shall commence within sixty (60) working days of the
22 arbitrator's acceptance of the case, unless both parties agree to an extension of time.

23
24 If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish
25 a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

26
27 **Section 5. Arbitrability.** The arbitrator shall first decide the issue to be arbitrated; then the arbitrator's
28 jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall hear the
29 parties on the question before deciding the matter of arbitrability, which shall be announced. Upon
30 concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time.

31
32 Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make
33 any decision or recommendation regarding the merits of the issue.

34
35 **Section 6. Authority of the Arbitrator.** The arbitrator shall neither add to, subtract from, modify, nor
36 alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing any statement,
37 opinion, or conclusions not essential to determination of the issue submitted.

38
39 Except as otherwise provided in this Article, the arbitrator shall have no authority to hear or decide any
40 issue or grievance contesting an "academic judgment" as defined in [Division B, Section 3](#)
41 [\(GRIEVANCES\) of this Article](#). In cases involving "academic judgment" involving the exercise of
42 discretion, the arbitrator shall not substitute his/her judgment for that of the faculty or the administrator.
43 Nor shall the arbitrator review such decision except for the purpose of determining whether the provisions
44 of this Agreement have been followed. If the arbitrator determines that procedural steps have not been
45 followed where an exercise of "academic judgment" is involved, the arbitrator shall remand the matter to
46 the appropriate official or body to be reconsidered in accordance with the relevant procedures. In such
47 case, the arbitrator may not direct that a bargaining unit member be reappointed, promoted, or awarded
48 indefinite tenure. The arbitrator, however, may direct that the status quo ante be maintained until a
49 judgment is made having properly followed appropriate procedural steps.

1
2 The arbitrator shall have no authority to determine whether [Article 13, Nondiscrimination](#), has been
3 violated, except with respect to claims alleging discrimination on the basis of Association activity. Other
4 grievances alleging violation of that provision may be taken only through the pre-arbitration levels of the
5 grievance procedure. Nothing in this Agreement precludes employees from filing or pursuing, at any time,
6 claims alleging violations of state or federal non-discrimination laws with outside agencies (e.g. the [Oregon](#)
7 [Bureau of Labor and Industries](#) or the [Equal Employment Opportunity Commission](#)) or courts.
8

9 The arbitrator shall have no authority to award monetary penalties or damages. The arbitrator shall have
10 the authority to make the bargaining unit member whole, but does not have the authority to direct that a
11 bargaining unit member be reappointed, promoted, or awarded indefinite tenure.
12

13 The arbitrator shall have no authority to make any decision limiting or interfering in any way with the
14 powers, duties, and responsibilities of the University and the Board that have not been expressly limited by
15 this Agreement.
16

17 **Section 7. Arbitrator's Decision.** The arbitrator derives authority wholly and exclusively from the
18 express terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties
19 as to the issues submitted, provided that either party may appeal the decision on the basis of repugnance to
20 law, jurisdiction, or that the arbitrator exceeded authority granted by this Agreement.
21

22 The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing
23 unless the parties have agreed to additional time.
24

25 The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and
26 conclusions on the issue submitted.
27

28 **Section 8. Costs.** All fees and expenses of the arbitrator shall be divided equally between the parties.
29 Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall
30 be borne by the party calling the witness. The cost of any transcripts required by the arbitrator shall be
31 divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes
32 a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and
33 the other party a copy at no charge.
34

35 **Section 9. Miscellaneous Provisions.** Except as modified by the provisions of this Agreement,
36 arbitration proceedings shall be conducted in accordance with the then prevailing Voluntary Labor
37 Arbitration Rules of the American Arbitration Association or, if the parties agree, in accordance with the
38 Association's Expedited Arbitration Rules.
39

40 Unless decided otherwise by the arbitrator for good cause, the burden of proof in all matters shall be upon
41 the party initiating the arbitration.
42
43

44 **Article 29. PROCEDURE FOR TRANSFER OF TENURE HOME**

45

46 *Before initiating this procedure to request the transfer of tenure home, the faculty member is encouraged to pursue a dialogue*
47 *with the current and potential home department(s)/ unit(s) to explore the feasibility and possible impacts of transferring their*
48 *tenure line.*
49

- 1 (a) Faculty members who wish to transfer their tenure home to another department should make a written
2 request to the department to which they want to transfer, and to their home department, with a copy
3 of the request to the Dean(s) or Dean Equivalent(s). In that request they should state the curricular
4 and research reasons they feel warrant the move as well as any other issues they wish to have
5 considered.
6
- 7 (b) After discussion with the respective Deans, the department chair or designee and/or other department
8 members are encouraged to have a conversation with the dean responsible for the proposed new
9 academic home prior to department deliberations to understand the potential resource implications of
10 a move.
11
- 12 (c) The chair and faculty of the department to which the faculty member wishes to transfer should review
13 and discuss the request at a department meeting and take formal action on their recommendation.
14 They may ask the faculty member to make a presentation or respond to questions during the meeting,
15 however, the faculty member should not be present during the deliberations and vote. In making their
16 recommendation the department should consider their programmatic needs, impact on students,
17 resource implications, (one of which is the possibility that the department will need to create a new
18 faculty line).and other factors relevant to the issue including, but not limited to clearly articulating
19 timelines related to application for promotion and tenure.
20
- 21 (d) The Chair of the department the faculty member wishes to transfer should transmit the department
22 recommendation in writing to the Dean.
23
- 24 (e) The chair and faculty of the home department should review and discuss the request at a department
25 meeting and take formal action on their recommendation. They may ask the faculty member to make a
26 presentation or respond to questions during the meeting, however, the faculty member should not be
27 present during the deliberations and vote. In making their recommendation, the department should
28 consider their programmatic needs, impact on students, resource implications, and other factors
29 relevant to the issue.
30
- 31 (f) The Chair of the faculty member's home department should transmit the home department
32 recommendation in writing to the Dean(s).
33
- 34 (g) The Dean(s) shall consider the recommendations and discuss with the respective departments. The
35 Dean(s) should then forward their respective recommendations to the Provost. The Dean(s) decision is
36 final unless the Deans are not in agreement. In the case of a denial, the Dean(s) shall specify the
37 reason for her/his recommendation. In the event the Deans are not in agreement the
38 recommendations from both Deans will be forwarded to the Provost.
39
- 40 (h) The Provost will act on the request once receiving the Dean(s) and the departments'
41 recommendations, and shall advise the faculty member, the Deans, and the departments of his/her
42 decision in writing. In the case of a denial, the Provost shall specify the reason for her/his decision.
43
- 44 (i) Should the request for transfer of tenure home be denied by the Provost, the faculty member may
45 request reconsideration of the decision by the Provost within 20 business days of receipt of the denial.
46 The faculty member may submit new materials for consideration. In addition to the submission of the
47 request for reconsideration, the faculty member may seek a meeting with the Provost.
48

1 (j) If the faculty member requests reconsideration, the Provost shall reconsider her/his decision and
2 advise her/his decision within 10 days of the submission of the request for reconsideration, or the
3 reconsideration meeting, whichever is later.

4
5 **General Provisions**

6
7 (a) There shall be no retaliation against a faculty member who submits a request for transfer of tenure
8 home. Any retaliation experienced by the faculty member should be reported to the Provost's office as
9 soon as possible. The Provost's office, in collaboration with Human Resources, shall investigate any
10 claims of retaliation as a result of requesting a transfer of tenure home procedure and react accordingly
11 if retaliation is found.

12
13
14 **V. COMPENSATION, LEAVES, HUMAN RESOURCE ISSUES—Articles 30 - 38**

15
16
17 **Article 30. SALARY AND RETIREMENT**

18
19 **Preamble.** Portland State University shall provide faculty with timely compensation for work performed.
20 Compensation rates are established by this Agreement. Work performed that is in addition to the faculty
21 member's contractual duties shall be compensated at a rate that is mutually agreed upon by Portland State
22 University and the faculty member. Such agreement shall be made in writing before beginning the
23 assignment.

24
25 It is the mutual goal of the University and the Association that faculty compensation rates for Portland
26 State University bargaining unit members move closer to the median of their established comparators' total
27 compensation amounts using the most recent College and University Personnel Association's (CUPA)
28 National Faculty Salary Survey (NFSS) doctoral subset averages by discipline/department and rank in
29 Public Four-Year Colleges and Universities.

30
31 For purposes of this Article, in the event a fixed salary increase (e.g., a specific dollar amount) and a
32 proportional salary increase (e.g., a percentage amount) have the same effective date, the order of
33 application of the increases will be fixed salary increases followed by proportional salary increases.

34
35 **Section 1. Retirement.** PSU shall continue to pay the six percent (6%) employee contribution on behalf
36 of members then participating in the Public Employees Retirement System (PERS) to the Public
37 Employees Retirement Fund for PERS-eligible employees through December 31, 2003; effective January
38 1, 2004, in lieu of paying the six percent (6%) employee contribution to the Public Employees Retirement
39 Fund, Portland State University will pay the six percent (6%) employee contribution to the employee's
40 Individual Account Program (IAP) established under ORS 238A.300 and ORS 238A.305, including the
41 amount required under ORS 238.215 if a supplemental retirement option has been selected, for the period
42 of this Agreement.

43
44 Pursuant to ORS 238A.335, Portland State University shall pay on behalf of members participating in the
45 Oregon Public Service Retirement Plan (OPSRP) the statutorily required employee contribution of six
46 percent (6%) under ORS 238A.330. Such payments on behalf of members shall continue for the life of this
47 Agreement or until such earlier time as a member shall cease to be a participating member of OPSRP.
48

1 The full amount of members' required contributions paid by Portland State University to
2 PERS/ORP/OPSRP on behalf of members shall be considered as "salary" within the meaning of ORS
3 238.005 (20) and 238A.005 (16) for the purpose of computing "final average salary" within the meaning of
4 ORS [238.005](#) (8). Salary under this definition shall not be considered "salary" for the purposes of
5 determining the amount of employee contributions required to be contributed. The contributions paid by
6 the University on behalf of members shall be credited to employee accounts and shall be considered to be
7 employee contributions for the purposes of ORS 238, ORS 238A, and ORS 243.800(8).

8
9 If for any reason the six percent (6%) Employer payment of the employee contribution is declared invalid
10 or is otherwise eliminated and a replacement is not available, then effective on the date of its invalidation
11 or elimination, a corresponding general salary increase of six percent (6%) shall be paid to eligible
12 employees. In such case, employees' six percent (6%) contributions shall be deducted for payment to the
13 applicable employee accounts and shall be treated as "pre-tax" contributions pursuant to [Internal Revenue](#)
14 [Code Section 414\(h\)\(2\)](#), for the period of this Agreement.

15
16 **Section 2. Salary Base.** The salary base for determining the salary increase for unit members currently
17 employed shall be the members' preceding appointment salary less any stipends.

18
19 **Section 3. Cost of Living Adjustments**

20 [Updated from Reopener TA [\[Interim MOU #23\]](#)

21
22 For purposes of this Article, "CPI" means the [Consumer Price Index, West Region for All Urban](#)
23 [Consumers \(CPI-U West Region\)](#) for the previous 12-month period as published in October for the
24 preceding year by the U.S. Department of Labor's Bureau of Labor Statistics.

- 25
26 (a) Bargaining unit members employed on January 1, 2021 on a 12-month basis shall receive a 1.0%
27 increase in base pay effective January 1, 2021.
- 28
29 (b) Bargaining unit members employed on February 1, 2021 on a 9-month basis shall receive a 1.0%
30 increase in base pay effective February 1, 2021.
- 31
32 (c) Bargaining unit members employed on January 1, 2022 on a 12-month basis each; shall receive a 1.0%
33 increase in base pay effective January 1, 2022.
- 34
35 (d) Bargaining unit members employed on February 1, 2022 on a 9-month basis shall receive a 1.0%
36 increase in base pay effective February 1, 2022.
- 37
38 (e) Bargaining unit members employed on January 1, 2023 on a 12-month basis, and those employed on
39 February 1, 2023 on a 9-month basis, shall, on their respective days, receive a percentage increase to
40 their base pay as follows:
- 41
42 1. An 8.0% increase shall be applied to the first segment of the annual salary rate (1.0 FTE) of all
43 members up to and including \$60,000; a 2.0% increase shall be applied to any segment above
44 \$60,000 and up to and including \$80,000; a 0.5% increase shall be applied to any segment above
45 \$80,000 and up to and including \$110,000; and no increase shall be applied to any segment above
46 \$110,000.
- 47
48 (f) Bargaining unit members employed on January 1, 2024 on a 12-month basis, and those employed on
49 February 1, 2024 on a 9-month basis, shall, on their respective days, receive a percentage increase to

1 their base pay as follows:
2

- 3 1. An increase to their base pay equal to the year-over-year percent change in the CPI-U West for the
4 month of October provided that the percentage increase in CPI is not less than 1.75% or more
5 than 3.5%. If the percentage increase in CPI is less than 1.75%, then the percentage increase in
6 base pay shall be 1.75%; if the percentage increase in CPI is greater than 3.5%, then the percentage
7 increase in base pay shall be 3.5%.
8

9 **Section 4. Salary Adjustments**

10
11 (a) Compression, Inversion and/or Equity Adjustments (Year 2: 2021-2022)
12

- 13 1. The University will allocate no less than 0.80% of the total Annual Salary Rates (ASR) as of
14 January 1, 2021 (for those employed on a 12-month basis) and February 1, 2021 (for those
15 employed on a 9-month basis) of tenure-related academic-ranked faculty members to fund
16 inversion, compression, and equity ASR salary increases for tenure-related academic-ranked faculty
17 members. The amount to be allocated will be calculated after the University has applied other ASR
18 salary increases effective the same day (Jan 1/Feb 1). Inversion, compression and equity ASR salary
19 increases will be effective September 16, 2021 for those employed on a 9-month basis, and
20 September 1, 2021 for those employed on a 12-month basis. The labor/management committee
21 will meet promptly following ratification of this Agreement in order to determine how the most
22 recently deployed inversion, compression, and equity ASR salary adjustment model will be revised
23 for this round of ASR salary increases. The parties will agree upon the ASR salary adjustment
24 model no later than June 30, 2021.
25
- 26 2. The University will allocate no less than 0.80% of the total ASR as of January 1, 2021 (for those
27 employed on a 12-month basis) and February 1, 2021 (for those employed on a 9-month basis) of
28 non-tenure track academic-ranked faculty members to fund inversion, compression and equity
29 ASR salary increases for non-tenure track academic-ranked faculty members. The amount to be
30 allocated will be calculated after the University has applied other ASR salary increases effective the
31 same day (Jan 1/Feb 1). Inversion, compression and equity ASR salary increases will be effective
32 September 16, 2021 for those employed on a 9-month basis, and September 1, 2021 for those
33 employed on the 12-month basis. The labor/management committee will meet promptly following
34 ratification of this Agreement in order to determine how the most recently deployed inversion,
35 compression, and equity ASR salary adjustment model will be revised for this round of ASR salary
36 increases. The parties will agree upon the ASR salary adjustment model no later than June 30, 2021.
37

38 (b) Compression, Inversion and/or Equity Adjustments (Year 3: 2022-2023)
39

- 40 1. The University will allocate no less than 0.80% of the total ASR as of January 1, 2022 (for those
41 employed on a 12-month basis) and February 1, 2022 (for those employed on a 9-month basis) of
42 tenure-related academic-ranked faculty members to fund inversion, compression, and equity ASR
43 salary increases for tenure-related academic-ranked faculty members. The amount to be allocated
44 will be calculated after the University has applied other ASR salary increases effective the same day
45 (Jan 1/Feb 1). Inversion, compression and equity ASR salary increases will be effective September
46 16, 2022 for those employed on a 9-month basis, and July 1, 2022 for those employed on the 12-

1 month basis. The 2022-2023 inversion, compression, and equity ASR salary increases will be
2 determined using the revised 2021-2022 ASR salary adjustment model updated with the most
3 recent (aged) CUPA-HR salary data.

- 4
- 5 2. The University will allocate no less than 0.80% of the total ASR as of January 1, 2022 (for those
6 employed on a 12-month basis) and February 1, 2022 (for those employed on a 9-month basis) of
7 non-tenure track academic-ranked faculty members to fund inversion, compression, and equity
8 ASR salary increases for non-tenure track academic-ranked faculty members. The amount to be
9 allocated will be calculated after the University has applied other ASR salary increases effective the
10 same day (Jan 1/Feb 1). Inversion, compression and equity ASR salary increases will be effective
11 September 16, 2022 for those employed on a 9-month basis, and July 1, 2022 for those employed
12 on the 12-month basis. The 2022-2023 inversion, compression, and equity ASR salary increases
13 will be determined using the revised 2021-2022 ASR salary adjustment model updated with the
14 most recent (aged) CUPA-HR salary data.

15

16 (c) Compression, Inversion and/or Equity Adjustments (Year 4: 2023-2024)

- 17
- 18 1. The University will allocate no less than 0.80% of the total ASR as of January 1, 2023 (for those
19 employed on a 12-month basis) and February 1, 2023 (for those employed on a 9-month basis) of
20 tenure-related academic-ranked faculty members to fund inversion, compression, and equity ASR
21 salary increases for tenure-related academic-ranked faculty members. The amount to be allocated
22 will be calculated after the University has applied other ASR salary increases effective the same day
23 (Jan 1/Feb 1). Inversion, compression and equity ASR salary increases will be effective September
24 16, 2023 for those employed on a 9-month basis, and July 1, 2023 for those employed on the 12-
25 month basis. The 2023-2024 inversion, compression, and equity ASR salary increases will be
26 determined using the revised 2021-2022 ASR salary adjustment model updated with the most
27 recent (aged) CUPA-HR salary data.

- 28
- 29 2. The University will allocate no less than 0.80% of the total ASR as of January 1, 2023 (for those
30 employed on a 12-month basis) and February 1, 2023 (for those employed on a 9-month basis) of
31 non-tenure track academic-ranked faculty members to fund inversion, compression, and equity
32 ASR salary increases for non-tenure track academic-ranked faculty members. The amount to be
33 allocated will be calculated after the University has applied other ASR salary increases effective the
34 same day (Jan 1/Feb 1). Inversion, compression and equity ASR salary increases will be effective
35 September 16, 2023 for those employed on a 9-month basis, and July 1, 2023 for those employed
36 on the 12-month basis. The 2023-2024 inversion, compression, and equity ASR salary increases
37 will be determined using the revised 2021-2022 ASR salary adjustment model updated with the
38 most recent (aged) CUPA-HR salary data.

39 (d) Academic Professional Targeted Market Adjustments

40 [Updated from Reopener TA [Interim MOU #23](#)]

- 41
- 42 1. Academic Professional ASRs were increased by 0.8%, effective January 1, 2022.
- 43
- 44 2. The University will allocate 1.0 % of the total Academic Professional ASRs as of September 16,
45 2022, to move ASRs to new salary ranges as agreed in a Memorandum of Understanding on

Academic Professional Salary Bands and Salary Adjustments, dated November 28, 2022. Salary increases will be effective January 1, 2023 (12-month employees) and February 1, 2023 (9-month employees).

3. The University will allocate 0.8% of the total Academic Professional ASRs as of January 1, 2023 (for those employed on a 12-month basis) and as of February 1, 2023 (for those employed on a 9-month basis) to fund targeted market salary increases. The amount to be allocated will be calculated after the University has applied other ASR increases effective the same day. Targeted market salary increases will be effective July 1, 2023 for those employed on a 12-month basis and on September 16, 2023 for those employed on a 9-month basis and will be determined jointly by the parties prior to implementation. The parties will begin meeting to develop a formula for targeted market increases beginning the second week of February 2023 and will meet bi-weekly until it is concluded.

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

Updated from Reopener TA [\[Interim MOU #23\]](#)

- (a) Effective January 1, 2023 for 12-month faculty with academic rank and effective February 1, 2023 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 COLA increase or an increase to the new minimum for their rank and term of service.

Rank	9-month appt. February 1, 2023	12-month appt. January 1, 2023
Professor	\$99,171	\$119,916
Associate Professor	\$81,459	\$98,424
Assistant Professor	\$68,751	\$83,100
Teaching Professor	\$99,171	\$119,916
Associate Teaching Professor	\$81,459	\$98,424
Assistant Teaching Professor	\$68,751	\$83,100
Professor of Practice	\$99,171	\$119,916
Clinical Professor	\$99,171	\$119,916
Research Professor	\$99,171	\$119,916
Associate Professor of Practice	\$81,459	\$98,424
Associate Clinical Professor	\$81,459	\$98,424
Research Associate Professor	\$81,459	\$98,424
Assistant Professor of Practice	\$68,751	\$83,100
Assistant Clinical Professor	\$68,751	\$83,100
Research Assistant Professor	\$68,751	\$83,100
Senior Instructor II	\$67,455	\$81,528
Senior Instructor I	\$57,303	\$69,624
Instructor	\$50,265	\$61,332
Senior Research Associate II	\$62,262	\$75,360

Senior Research Associate I	\$57,501	\$69,864
Research Associate	\$55,053	\$67,032
Senior Research Assistant II	\$53,685	\$65,496
Senior Research Assistant I	\$51,129	\$62,412
Research Assistant	\$50,265	\$61,332

1. On January 1, 2024, the minimum salaries for faculty with academic rank will increase by an amount specified in Section 3(f) of this article. Prior to January 1, 2024, the Office of Human Resources will provide the new salary rates to the Association and will publish the new rates on its webpage.
2. 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.

[Updated from Reopener TA [Interim MOA #23](#)]

- (a) Compensation for Academic Professionals is based upon the position classification in Job Family and Career Level.
- (b) Academic Professional 12-month salary rates effective January 1, 2023

Job Family / Career Track and Career Level	Minimum	Maximum
Academic Services		
Individual Contributor 1	\$52,008	\$77,844
Individual Contributor 2	\$55,128	\$89,700
Individual Contributor 3	\$60,144	\$105,264
Individual Contributor 4	\$68,208	\$126,120
Individual Contributor 5	\$81,864	\$151,428
Administrative Support		
Technical and Admin Support 1	\$50,220	\$66,408
Technical and Admin Support 2	\$52,824	\$77,844
Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Advising and Student Services		
Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$59,280	\$89,700

Job Family / Career Track and Career Level	Minimum	Maximum
Individual Contributor 4	\$63,456	\$105,264
Communications / Marketing		
Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$59,280	\$89,700
Field, Research, and Outreach Services		
Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$59,280	\$89,700
Individual Contributor 4	\$64,488	\$105,264
Fiscal Services		
Individual Contributor 1	\$52,824	\$77,844
Individual Contributor 2	\$58,248	\$89,700
Individual Contributor 3	\$63,456	\$105,264
Healthcare Administration		
Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$58,248	\$89,700
Individual Contributor 6		
Psychology Resident	\$50,220	\$66,408
Clinical Social Worker	\$66,948	\$105,264
Psychologist	\$77,472	\$126,120
Dentist	\$137,976	\$220,140
Physician	\$137,976	\$220,140
Legal and Compliance		
Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$60,876	\$89,700
Attorney	\$66,948	\$105,264

1 On January 1, 2024, the minimum and maximum salary rates for Academic Professionals will increase
2 by an amount specified in [Section 3\(f\)](#) of this Article. Prior to January 1, 2024, the Office of Human
3 Resources will provide the new minimum and maximum salary rates to the Association and will
4 publish the new rates on its webpage.
5

6 Nine- (9) month salary rate equivalencies will be calculated by dividing the twelve- (12) month salary rate
7 by 1.22 and rounding up to the nearest monthly whole-dollar amount.
8

9 **Section 6A. Promotion in Rank—Minimum Adjustments.**

10
11 Tenure-related and non-tenure track faculty members shall receive a salary increase of at least 8% upon
12 promotion in rank or the minimum for the new rank, whichever is greater.
13

14 **Section 6B: Post-Tenure Review Salary Increase.**

15
16 The ASR of each tenured faculty member whose post-tenure review finds they meet standards, pursuant to
17 the post-tenure review guidelines adopted pursuant to [Article 16](#), shall be increased by \$4,788. Post-Tenure
18 Review salary increases will be effective September 16. This amount will remain the same for the duration
19 of this contract.
20

21 **Section 6C: Post-Continuous Appointment Review Salary Increase.**

22
23 As of September 16, 2022, Non-Tenure Track Faculty who meet the standards for their post-continuous
24 appointment review will receive a \$1,900 increase to their ASR. In future years, Post-Continuous
25 Appointment Review salary increases will be effective September 16. This amount will remain the same for
26 the duration of this contact.
27

28 **Section 7A. Academic Professional Level Reassignment Salary Increase.**

29 [Updated from Reopener TA [Interim MOU #23](#)]
30

31 (a) If an Academic Professional position is reassigned to a higher level within the same job family,
32 the reassignment salary increase shall be effective on the first day of the month following the date of
33 submission of the reassignment request, should the request be approved. The minimum reassignment
34 salary increase in 2023 shall be:

9-month appt.	12-month appt.
\$2,393	\$2,913

35
36 The minimum reassignment salary increase in 2024 shall be the 2023 amount increased by the COLA
37 percentage calculated in accordance with Section 3, paragraph (f) above. Prior to January 1, 2024 the
38 Office of Human Resources will provide the new minimum reassignment salary increase amount to the
39 Association and will publish the new amount on its webpage.
40

41 (b) An Academic Professional whose position is reassigned to a higher level in a different job family
42 should consult [Article 17, Section 4 \(f\) and \(g\)](#) concerning salary rate.
43

44 **Section 7B. Academic Professional Advancement within a Job Level Salary Increase.**
45

1 As of July 1, 2022, Academic Professionals who have met the eligibility and evaluation standards outlined
2 in [Article 17 Section 6 \(b\)](#) for Academic Professional Advancement within a Job Level will receive a \$1,600
3 increase to their ASR. Academic Professional Advancement increases will be effective July 1 (for those
4 employed on a 12-month basis) and September 16 (for those employed on a 9-month basis). This amount
5 will remain the same for the duration of this contract.

6 7 **Section 8. Sabbatical Pay**

8
9 Effective September 16, 2017, 9-month academic-ranked faculty members on approved sabbatical leave
10 will be paid as follows while on leave:

- 11
12 (a) For a one-term sabbatical: 85% of base salary;
13
14 (b) For a two-term sabbatical: 80% of base salary; and
15
16 (c) For a three-term (one academic year) sabbatical: 75% of base salary.

17
18 Effective July 1, 2017, 12-month academic-ranked faculty members on approved sabbatical leave will be
19 paid as follows while on leave:

- 20
21 (a) For a four-month sabbatical: 85% of base salary;
22
23 (b) For an eight-month sabbatical: 80% of base salary; and
24
25 (c) For a twelve-month sabbatical: 75% of base salary.

26 27 **Section 9. Notification.**

28
29 Prior to implementing any decision to award salary increases to groups of members other than increases
30 decided upon by procedures set forth in this article, the University will notify the Association of the
31 decision and will furnish the Association with a reasonable written description of the nature and purpose
32 of the increases.

33 34 **Section 10. Automatic Economic Reopener in 2022.**

35
36 The economic provisions of this Agreement, and as many as three additional articles chosen by each party,
37 will be renegotiated beginning in January 2022. For purposes of this Section, the “economic provisions of
38 this Agreement” are [Article 19 \(PROFESSIONAL DEVELOPMENT AND SUPPORT\)](#), [Article 30](#)
39 [\(SALARY AND RETIREMENT\)](#) and [Article 31 \(INSURANCE\)](#).

40
41 The provisions in [Article 30 Sections 6B \(Post- Tenure Review Salary Increase\)](#), [Section 6C \(Post-](#)
42 [Continuous Appointment Review Salary Increase\)](#) and [Section 7B \(Academic Professional Advancement](#)
43 [within a Job Level Salary Increase\)](#) shall not be eligible for renegotiation during the term of this agreement.
44 The economic provisions of this Agreement will be frozen at the levels that were in effect on the date that
45 notification is received until either an agreement on revised economic provisions is reached or the
46 statutory bargaining process is concluded.

47 48 **Section 11. Millar and Hoffman Award Programs**

1 The following changes are made to the Millar and Hoffman Award Programs:

- 2
- 3 (a) To add the following sentence to the first paragraph of the descriptions of both awards: “Although
- 4 tenure is not required for nomination nor selection, historically this award has been bestowed upon
- 5 tenured faculty with many years of dedication to the University.”
- 6
- 7 (b) To limit nomination packet size to twenty-five (25) pages for each award.
- 8
- 9 (c) To add the requirement that only complete and compliant application packets will be considered.
- 10
- 11 (d) To update the nomination procedures and timelines.
- 12
- 13 (e) To limit nomination to one primary nominator and up to three co-nominators.
- 14
- 15 (f) To encourage *all* nominators to write letters that provide substantive detail regarding a candidate’s
- 16 excellence in the relevant areas of award distinction.
- 17
- 18 (g) To provide for application packets be preserved for one year upon request of the primary nominator.
- 19
- 20 (h) To allow PSU students to be able to nominate candidates for the Hoffmann Award with a faculty co-
- 21 nominator.
- 22
- 23

24 **Article 31. INSURANCE**

25

26 The Employer will pay ninety-five percent (95%) and employees will pay five percent (5%) of the monthly

27 premium rate as determined by [PEBB](#) for PEBB health, dental and basic life benefits chosen by each

28 eligible employee.

29

30 **Article 32. LEAVES**

31 Extended Contractual Leave:

32 [Section 1: Family Medical Leave Act \(FMLA\) & Oregon Family Leave Act \(OFLA\)](#)

33 [Section 2: Jury Duty Leave](#)

34 [Section 3: Court Appearance](#)

35 [Section 4: Military Leave](#)

36 [Section 5: Personal/Discretionary Leave](#)

37 [Section 6: Domestic Violence, Sexual Assault, Assault, Stalking, or Harassment](#)

38 [Section 7: Sabbatical Leave](#)

39 [Section 8: Career Development Leave \[Academic Professionals\]](#)

40 [Section 9: Workers Compensation](#)

41

42

43

44 Accrued & Paid Leaves:

45 [Section 10: Sick Leave](#)

46 [Section 11: Vacation Leave](#)

47 [Section 12: Holidays](#)

48 [Section 13: Disability Insurance - Short Term & Long Term](#)

49 [Section 14: Donated Sick Leave Bank](#)

1
2 Accommodations:

3 [Section 15: Disability](#)

4 [Section 16: Religious](#)

5
6 [Section 17: Time off and Leaves Information on HR Website](#)

7
8 **Section 1. [FAMILY MEDICAL LEAVE ACT \(FMLA\)](#)/[OREGON FAMILY LEAVE ACT \(OFLA\)](#)**

9
10
11 PSU recognizes that the concept of "family" means different things to different people and plays out in a
12 myriad of ways in the normal course of a person's life. Family and medical leave is available to all
13 members of the association who qualify under [state](#) and [federal](#) laws.

- 14
15 (a) The University will abide by [State](#) and [Federal](#) statutes concerning family/medical leave. Unless
16 specified by this Collective Bargaining Agreement (CBA), employee eligibility and scope of leave will
17 be determined by the criteria set forth in the state and [federal](#) laws.
- 18
19 (b) To be eligible for FMLA, an employee must have worked for at least 12 months and have worked at
20 least 1250 hours during the 12 months prior to the start of the FMLA leave. To be eligible for leave
21 designated as OFLA, an employee must have worked for at least 180 days for a minimum of 25 hours
22 a week prior to the beginning of the leave. For OFLA parental leave, the minimum hours are not
23 required.
- 24
25 (c) Eligible employees will be eligible for 12 weeks of protected leave for FMLA/OFLA qualifying
26 circumstances. In some instances, an eligible employee may be entitled to more than 12 weeks if their
27 FMLA/OFLA do not run concurrently or if leave is designated only as OFLA leave.
- 28
29 (d) Employees are required to use [sick leave](#) and may use other forms of paid leave to which they are
30 entitled under law or under the collective bargaining agreement, and/or the [Donated Sick Leave Bank \(DSL\)](#)
31 [\(DSL\)](#). However, an employee who is on approved FMLA/OFLA leave and is receiving short- or
32 long-term disability benefits may but will not be required to use or exhaust sick leave.
- 33
34 (e) During the period of FMLA and/or OFLA leave, the Employer's and the Employee's insurance
35 contribution and retirement plan elections remain intact.
- 36
37 (f) Leave reasons that qualify under the FMLA/OFLA programs include:
- 38
- 39 1. Parental leave upon the birth, adoption, or foster placement of a child
 - 40
 - 41 2. Leave to care for a bargaining unit member's own serious health condition.
 - 42
 - 43 3. Leave to care for a family member, as defined under FMLA and OFLA, with a serious health
44 condition.
 - 45
 - 46 4. Pregnancy disability leave— Leave taken by an employee for an incapacity due to pregnancy or
47 childbirth, occurring before or after the birth of the child, or for prenatal care.
 - 48

1 5. Sick child leave ([OFLA](#) only)—leave to care for your child with an illness or injury that requires
2 home care but is not serious.

3
4 6. Military Caregiver Leave

5
6 7. Military Exigency Leave

7
8 8. Bereavement leave-Leave after the death of a family member

9
10 (g) HR will ensure, as reasonably possible, that accurate and complete information about the leaves
11 allotment under these laws will be up to date on the HR website.

12
13 (h) Further, the bargaining unit member shall give written notice to Human Resources as soon as possible
14 and/or at least thirty (30) days prior to leave; exceptions are recognized as per statute. The notice shall
15 include the date the leave begins and expected ending date, and the current and future bargaining unit
16 member responsibilities affected. Human Resources will notify the member's direct supervisor
17 regarding the leave. Human Resources will notify the bargaining unit member and supervisor within
18 five (5) business days after the request or designation is made.

19
20 (i) From time to time, a faculty member who holds a tenure-track appointment may qualify to take
21 advantage of the provisions of the FMLA and/or OFLA. Time granted for family or medical leave
22 shall not be considered continual service to the University for purpose of promotion and tenure.

23
24 (j) A faculty member who wishes to extend the probationary period for promotion and tenure must
25 obtain written certification of eligibility for family or medical leave from the University benefits officer.

26
27 (k) At the request of faculty member eligible for family or medical leave, the University will consider
28 entering into a special agreement to extend the probationary period for up to one year before
29 mandatory consideration for indefinite tenure is given.

30
31 (l) Employees who wish to take leave to take care of a partner or sibling who has a serious health
32 condition, and who otherwise would not be eligible for FMLA or OFLA leave due to the limited
33 definition of "family member," will be entitled to take 12 weeks of protected leave under this
34 contract. A person taking leave under this article will continue to have all benefits to the extent
35 possible under PEBB and relevant OARs and all job protections, the same as which is provided under
36 FMLA and OFLA leave. Members taking leave under this provision will have priority access to the
37 [DSL](#) once their accrued paid leave is exhausted.

38
39 (m) Bereavement Leave

40
41 1. Bargaining unit members will be eligible for two weeks bereavement leave upon the death of a
42 loved one as soon as employment begins. When possible, leave will be designated as OFLA
43 bereavement leave.

44
45 2. When bereavement leave is approved but is not designated as protected OFLA leave, the employee
46 retains the same job protections and benefits as provided under OFLA. If necessary, an employee
47 may request to use additional leave and/or use their PSU Bereavement leave outside the 60-day
48 window up to 1 year from the date of the death. These requests are subject to departmental
49 approval.

- 1
2 3. For the purposes of PSU Bereavement leave, immediate family is defined by the PSU Sick Leave
3 Policy. Employees will be eligible for bereavement leave for the death of anyone outside of the
4 "family member" definition in the PSU Sick Leave Policy, referenced in Section 10 of this Article,
5 upon self-certification.
6

7 **Section 2: JURY DUTY**
8

9 An employee shall be granted leave with pay for reporting to a required jury duty. The employee may keep
10 any money paid by the court for serving jury duty. Salaried employees must attach the summons to their
11 leave roster. Whenever possible, subject to operating requirements, employees selected by proper authority
12 for jury duty will be placed on a day shift, Monday through Friday, during the period they are obligated to
13 jury duty.
14

15 **Section 3: COURT APPEARANCES**
16

17 When any employee is not the plaintiff, defendant, or intervening party, or is a crime victim, the employee
18 shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-
19 judicial body as a witness in response to a subpoena or other direction by proper authority for matters
20 other than the employee's officially assigned duties.
21

22 **Section 4: MILITARY LEAVE**
23

- 24 (a) Employees are entitled to various military leave under state and [federal](#) law. Where applicable, the
25 University will determine eligibility and process pursuant to those statutes.
26
27 (b) Military Service School Leave: An employee voluntarily or involuntarily seeking military leave without
28 pay to attend service school shall be entitled to such leave during a period of active-duty training.
29 Military leaves of absence without pay shall be granted in compliance with federal and state law.
30
31 (c) Military Service Leave: Leaves of absence without pay shall be granted all regular employees who enter
32 the military service of the United States. Such employees shall be returned to service in compliance
33 with the federal and state law.
34
35 (d) [Oregon Military Family Leave Act](#). This is leave taken by the spouse or domestic partner of a member
36 of the Armed Forces of the United States, the National Guard, or the military reserve forces of the
37 United States who has been called to active duty or notified of an impending call or order to active
38 duty, or who is on leave from active duty during a period of military conflict. Eligible employees will
39 be entitled to 14 days of unpaid leave per deployment.
40
41 (e) Military leave allows an employee to take time off for military duty or to seek reinstatement to their
42 former job(s) when they return from military duty under protections provided by federal law.
43

44 For details on the eligibility, use, and restrictions of military leaves see the PSU HR webpage.
45

46 **Section 5. PERSONAL/DISCRETIONARY LEAVE**
47

1 Employees may request a Personal Leave for time off in excess of five continuous workdays that is
2 otherwise not covered by other University leave and/or benefit programs. Employees must apply for and
3 receive approval before utilizing Personal/Discretionary Leave.

4
5 Should a bargaining unit member exhaust the full allotment of protected leave allowable under state and
6 federal programs, such as PLO/FMLA/OFLA, they may take personal/discretionary leave under the same
7 eligibility conditions as the initial program up to a total absence length of 24 weeks in the prior 12-month
8 period. Members will submit notification of the starting and ending date of that Personal/Discretionary
9 leave at least 7 days prior to the start of this additional protected leave. Job-protection will apply to this
10 discretionary leave in the same manner as the initial state or federal protected leave. Paid leave, such as
11 University paid sick leave and the Donated Sick Leave Bank, may be used as available and in accordance
12 with all applicable policies and programs.

13
14 The Parties agree to use the labor management committee to discuss any operational issues that arise from
15 the above change to the discretionary leave process. In addition, the Parties agree to meet one year after
16 the start date of the Paid Leave Oregon program to consider if a return to departmental/unit approval is
17 necessary.

18 [pdated from [Interim MOA #35](#)]

19
20 **Section 6. PROTECTION FOR MEMBERS FACING DOMESTIC VIOLENCE, SEXUAL**
21 **ASSAULT, ASSAULT, STALKING OR HARRASSMENT**

- 22
23 (a) Bargaining unit members who are victims of domestic violence, sexual assault, stalking, or harassment,
24 or are the parent/guardian of a minor child or a dependent who is a victim of domestic violence,
25 sexual assault, stalking, or harassment, will be eligible for reasonable leave and reasonable safety
26 accommodations pursuant to [ORS 659A.270](#)- ORS 659A.290.
27
28 (b) Pursuant to [ORS 659A.272](#), eligible employees may take leave, for themselves or for their minor child
29 or dependent, for the purpose of seeking legal or law enforcement, medical treatment, counseling, to
30 obtain services from a victim services provider to relocate or take other steps to ensure health and
31 safety.
32
33 (c) Pursuant to [ORS 659A.290\(a\)](#), reasonable safety accommodations may include, but is not limited to, a
34 transfer, reassignment, modified schedule, unpaid leave from employment, changed work telephone
35 number, changed work station, installed lock, implemented safety procedure or any other adjustment
36 to a job structure, workplace facility or work requirement in response to actual or threatened domestic
37 violence, harassment, sexual assault, or stalking.
38
39 (d) Employees who are victims of domestic violence, harassment, sexual assault, or stalking, and/or are
40 the parent/guardian of a minor child or dependent who is a victim of domestic violence, harassment,
41 sexual assault, or stalking, and who are requesting leave for purposes as provided under the law, such
42 as seeking legal or law enforcement assistance, medical treatment, counseling, to relocate or take other
43 steps to ensure health and safety, are entitled to 160 hours of paid leave in each calendar year. Leave
44 with pay is in addition to any vacation, sick, or other form of paid leave available to the employee. An
45 eligible employee must exhaust all other forms of paid leave before using the paid leave provided for
46 under this section.
47
48 (e) The process to seek accommodations or leave under this section will be outlined on the HR website.
49

- 1 (f) Employees facing pressure as outlined in [Article 24, Section 13](#), may also seek accommodations
2 outlined in this section, but will be subject to department approval.
3

4 **Section 7. SABBATICAL LEAVE**

5 **Part 1: Purpose of Sabbatical Leave**

6
7
8 Sabbatical leave is granted for purposes of research, writing, advanced study, travel undertaken for
9 observation and study of conditions in our own or in other countries affecting the applicant's field
10 or related scholarly or professional activities. Sabbatical leave is a privilege and not a right. It is
11 granted only when it can be shown that the applicant is capable of using this period in a manner
12 that will thereafter increase the applicant's effectiveness to the University and to the state.
13 Sabbatical Leaves should be granted when it can be shown that the faculty member will use the
14 time in a manner which will provide increased service to the University either through study and
15 research, writing, advanced study, or travel related to the applicant's field or professional activities.
16

17 **Part 2: Eligibility for Sabbatical Leave**

- 18
19 (a) A member appointed at .5 FTE or more, with the rank of Senior Instructor I, Senior Instructor
20 II, Assistant Professor, Associate Professor, Professor, Assistant Professor of Practice, Associate
21 Professor of Practice, Professor of Practice, Assistant Teaching Professor, Associate Teaching
22 Professor, Teaching Professor, Research Associate, Senior Research Associate I or Senior Research
23 Associate II may be considered for sabbatical leave if conditions (a)1, and either (a)2 or (a)3 are
24 met:

- 25
26 1. Beginning in the first academic year of tenure, continuous appointment, or the 7th year of a
27 research appointment
28
29 2. The member has been continuously appointed at PSU without interruption by a sabbatical
30 leave for 18 academic quarters (excluding Summer Session) or, in the case of 12-month
31 faculty, 72 months.
32
33 3. The member has accumulated the equivalent of 6.0 FTE years at PSU over an indefinite
34 period of 9-month or 12-month appointments uninterrupted by a sabbatical leave.
35

- 36 (b) Non-tenure track instructional faculty employed on annual contracts pursuant to [Article 18 Section 2](#),
37 and non-tenure track instructional fixed term faculty members employed pursuant to [Article 18 Section](#)
38 [3](#) are not eligible for sabbatical.
39

- 40 (c) For purposes of determining eligibility under this section, authorized leave of absences (except
41 sabbatical leave) do not constitute a break of service. An authorized leave of absence does not
42 prejudice the member's eligibility for sabbatical leave. A one-year period of appointment at less
43 than .5 FTE will count as a period of accumulated service for purposes of the time requirement
44 for sabbatical eligibility.
45

- 46 (d) Members may be considered for subsequent sabbatical leaves after again satisfying the conditions
47 specified in paragraphs (a)(1) and either (a)(2) or (a)(3) above. Cases involving mixed terms of

1 service may be adjusted by the President or the President's designee, in accordance with the
2 principles set forth in Parts 1 and 2 of the Sabbatical Leave section.

3
4 (e) A member who has more than ten (10) years continuous full-time service since the last sabbatical
5 leave may be given highest priority for the award of sabbatical leave.

6
7 (f) If split sabbaticals are approved, eligibility for sabbatical shall be calculated as if the terms of leave
8 were taken consecutively starting with the first term of the sabbatical.

9
10 (g) For the University's convenience, and at the initiative and sole discretion of the University, a
11 sabbatical leave may be delayed by up to two years. In such instances, the member will become
12 eligible for a succeeding sabbatical leave after an equivalently reduced period of years. This section
13 applies to a maximum of 14 consecutive years, covering two possible sabbatical leaves. The same
14 agreement may be negotiated for University convenience in subsequent 14-year periods.

15
16 (h) Sabbatical leave privileges may be granted to employees in special positions of responsibility and
17 trust, even though they do not hold academic rank. Eligibility for this class of employees will be
18 determined in the manner described in subsection (a) above. Recommendations for sabbatical
19 leave for such members not otherwise qualified may be made in exceptional cases only at the
20 discretion of the President or the President's designee.

21
22 (i) For purposes of determining eligibility for sabbatical leave, time spent on an authorized military
23 leave from the University shall be considered as institutional service.

24 25 **Part 3: *Salary during Sabbatical Leave***

26
27 (a) Salary under Part 2(a)(2) of this Leave Section shall be the percentage provided in [Section 8 of Article](#)
28 [30 \(SALARY AND RETIREMENT\)](#) of the member's annual rate multiplied by the average FTE at
29 which the member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave.
30 The President or President's designee shall have the authority and discretion to interpret special
31 circumstances in this regard. For purposes of this subsection, eligibility years are the 18 academic
32 quarters (excluding Summer Session) or in the case of 12-month faculty, 72 months of continuous
33 employment at half-time or more that result in the member's eligibility for sabbatical leave.

34
35 (b) Salary under Part 2(a)(3) of this Leave Section shall be the percentage provided in [Section 8 of](#)
36 [Article 30 \(SALARY AND RETIREMENT\)](#) of the member's annual rate in effect at the time the
37 sabbatical leave begins.

38
39 (c) If during the period of sabbatical leave the University allocates salary increases to members, the
40 annual rate of the member on sabbatical leave will be increased by the appropriate amount effective
41 on the date that the salary increase was granted.

42
43 (d) Members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree,
44 provided that such supplementation strictly conforms to the stated and approved purposes of the
45 sabbatical leave.

46 47 **Part 4: *Procedures Related to Sabbatical Leave***

- 1
2 (a) Sabbaticals are a privilege, not a right. The University shall fairly consider all sabbatical requests,
3 including any request to split a sabbatical over more than one academic year. In cases where it is
4 necessary to choose between several applications for sabbatical leave from the same department
5 or unit, preference will not be given based on salary.
6
7 (b) An application for sabbatical is to be submitted to the relevant Dean's office pursuant to the
8 deadlines established and posted by the Dean's office. The Dean is to provide notice of the
9 Dean's decision to the faculty member, department chair and the Office of Academic Affairs
10 (OAA) and submit any approved sabbatical applications to Human Resources (HR) no later than
11 one term prior to the start of the sabbatical.
12
13 (c) Deans may consider how sabbatical leaves for associate professors contribute to their advancement
14 to the rank of full professor.
15
16 (d) If a request for a sabbatical is denied by the Dean, the member may appeal that decision to the
17 Provost. The member should include in the appeal a rationale for the appeal and a description of
18 the negative impact of the denial.
19
20 (e) Faculty members must submit Sabbatical Leave Reports of Accomplishments, due midway
21 through the term of return to the relevant Department Chair with a copy to the Dean.
22

23 **Part 5: *Obligation to Return Following Sabbatical***

24
25 Each member, in applying for sabbatical leave, shall sign an agreement to return to the University for
26 a period of at least three academic terms of service on completion of the leave. Summer term may, at
27 the University's discretion, be counted as an academic term for this purpose. If a member fails to
28 fulfill this obligation, the member shall repay the full salary paid during the leave plus the health and
29 retirement contributions paid by the University on behalf of the member during the leave. This
30 amount is due and payable three months following the date designated in the sabbatical agreement for
31 the member to return to the University.
32

33 **Section 8. CAREER DEVELOPMENT LEAVE**

34
35 As outlined in [Article 17, Section 2\(c\)](#), Academic Professionals have career development leave available to
36 them as leave without pay, as provided for in University Standard 580-021-0029.
37

38 **Section 9. WORKERS COMPENSATION**

39
40 Workers' Compensation insurance provides benefits for workers who have a work-related injury or illness.
41 If an employee experiences an accidental injury, or occupational disease that qualifies for workers'
42 compensation protections, medical and/or time loss benefits may be available through [SAIF Corporation](#).
43 Injuries must be reported, even if the employee does not seek medical treatment. Procedures for reporting
44 an on-the-job injury or illness is outlined on the HR website.
45

46 **Section 10. SICK LEAVE**

47

1 (a) Portland State University (PSU) provides eligible employees with paid sick leave in accordance with
2 [State](#) and Federal laws, [University policy](#) and Collective Bargaining Agreements (CBA). In the event of
3 any conflict between this policy and applicable State and/or Federal law, University Policy or
4 Collective Bargaining Agreement, the policy or law that is most generous to the employee will take
5 precedence.

6
7 (b) The purpose of sick leave is to make paid sick leave available to employees as needed to guard against
8 loss of earnings due to illness. This policy is also intended to ensure compliance with relevant laws,
9 including SB 454 ([Oregon Paid Sick Time law](#)), the [Oregon Family Leave Act \(OFLA\)](#), the [Family](#)
10 [Medical Leave Act \(FMLA\)](#), and the Americans with Disabilities Act (ADA), University policies and
11 CBAs governing the use of protected unpaid sick time and the accrual and use of paid sick leave.
12 Further, this policy establishes paid sick leave accrual, use, and reporting standards and processes.

13
14 For details on the eligibility, use, and restrictions of sick leave, please refer to the [PSU Sick Leave](#)
15 [Policy](#), found on the [University Policy Library website](#).

16
17 (c) Borrowing Unearned Sick Leave

18
19 Available to unclassified employees employed at .50 FTE or more on a 12-month or 9-month benefits-
20 eligible appointment. This sick leave advance program is intended to provide salary continuance for up
21 to 90 calendar days of absence due to illness by using a combination of accrued and advance sick leave.
22 Benefits eligible unclassified employees may utilize unearned paid sick leave in accordance with the
23 terms on the HR website:

24
25 (d) Prohibition on Discrimination

26
27 Discrimination or retaliation against any PSU employee for requesting, using or complaining that they
28 are not receiving sick time as required by this policy, State or Federal law or applicable CBA is
29 prohibited. Employees will not be subject to a negative evaluation, discipline or adverse job action
30 based on their appropriate and lawful use of sick leave.

31 32 **Section 11. VACATION LEAVE**

33
34 Vacation leave applies only to employees on 12-month appointments.

35
36 (a) 12-month members who are eligible for vacation accrual will accrue 15 hours per month; prorated for
37 less than 1.0 FTE employees based on actual hours worked. Vacation accruals and personal leave days
38 are available for use after the employee has met a six-month wait period. During the wait period
39 vacation hours accrue as outlined above but are not available for use until the seventh month of
40 employment.

41
42 (b) Unclassified employees may accrue no more than 260 hours. Any accrued vacation leave in excess of
43 this cap will be lost.

44
45 (c) An employee who separates from PSU employment before completing the six-month wait period
46 receives no vacation and is not eligible to receive a vacation payout of the accrual. Unclassified
47 employees who have satisfied the wait period and later separate employment are subject to a maximum
48 payout of their balance at separation of up to 180 hours.

1
2 (d) Vacation time off is generally scheduled in advance cooperatively with the approval of the employee's
3 supervisor. Members should consult with their supervisor for procedures related to scheduling and
4 tracking vacation.
5

6 **Section 12: HOLIDAYS**
7

8 (a) The following holidays shall be recognized and paid for at the regular straight time rate of pay:
9

- 10 1. New Year's Day
- 11 2. Martin Luther King, Jr. Day
- 12 3. Memorial Day
- 13 4. Juneteenth Day
- 14 5. Independent Day
- 15 6. Labor Day
- 16 7. Veteran's Day
- 17 8. Thanksgiving Day
- 18 9. Day After Thanksgiving
- 19 10. Christmas Day
- 20 11. Governor's Day

21
22 (b) Benefits eligible Unclassified employees who are employed at .50 FTE or more on a 12-month
23 appointment are eligible for holiday pay.
24

25 (c) Full time employees receive eight (8) hours of holiday pay for recognized holidays. Part time and
26 hourly employees receive a prorated share of the eight (8) hours based on their FTE percentage.
27

28 (d) Eligibility for holiday pay begins with date of hire and is available for use immediately.
29

30 (e) Governor's Day: Oregon's governor has discretion to grant 12-month unclassified employees an
31 additional day of paid leave (8 hours for full time and pro-rated for part-time employees), referred to as
32 the Governor's Day. The day is usually designated to be in conjunction with Thanksgiving, Christmas,
33 or New Year's Day. Employees must be employed as of the day prior to the applicable holiday to
34 receive this leave. If requested Governor's Leave days are not available to an employee, the employee
35 may request to take the Governor's Leave on another day.
36

37 (f) Scheduling use of a granted Governor's Day must be done in advance cooperatively with the approval
38 of the employee's supervisor. Time off for these days should be scheduled in such a manner as to
39 minimize the disruption to the operations of the department and organization, within reasonable
40 supervisory discretion. Each department may establish guidelines for employees in addition to this in
41 order to meet customer service and operational needs of the department.
42

43 (g) Whenever a holiday falls on a Sunday, the following Monday will be observed as the holiday. If a
44 holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
45

46 (h) **Section 2.** The President may declare additional days to be paid holidays when doing so is in the best
47 interests of the University.
48

1 **Section 13: DISABILITY INSURANCE**

2
3 (a) To reduce the financial impact of illness or injury, PEBB offers *optional* Short-Term and Long-Term
4 Disability Insurance plans as well as long-term care insurance. These policies are available for purchase
5 by eligible full-time or part-time employee. These policies can provide income protection against
6 disabilities resulting from a covered physical disease, injury, pregnancy, or mental disorder. These
7 coverages are not available for dependents.

8
9 For details on the eligibility, use, and restrictions of leaves related to Short-Term and Long-Term
10 Disability Insurance see the PSU HR webpage.

11
12 **Section 14. DONATED SICK LEAVE BANK (“DSLBB”)**

- 13
14 (a) The University and PSU-AAUP will partner to maintain a DSLB for bargaining unit members.
15 Bargaining unit members who participate in the DSLB may withdraw sick leave from the DSLB as
16 provided in this Section.
- 17
18 (b) All current bargaining unit members will be automatically enrolled in the DSLB on November 1, 2021,
19 and then November 1 of each subsequent year.
- 20
21 (c) New bargaining unit members will be provided information regarding the DSLB at the time that they
22 are provided other information regarding employee benefits.
- 23
24 (d) New hires will be able to draw from the bank from the time of hire. No contribution will be necessary
25 until the earlier of the time they access the bank or at the next opt out period.
- 26
27 (e) Bargaining unit members who do not wish to remain enrolled in the DSLB may opt out between
28 October 1 and October 31, 2017, and then during each subsequent year between October 1 and
29 October 31 (the annual open enrollment period). A participating member who does not affirmatively
30 opt out of the DSLB during the annual open enrollment period will be automatically renewed as a
31 participant in the DSLB and will be subject to assessments and special calls as provided below.
- 32
33 (f) Upon enrolling in the DSLB, a bargaining unit member irrevocably pledges up to seven (7) sick leave
34 hours of the member's accrued sick leave for contribution to the DSLB, regardless of the member's
35 FTE, plus any annual assessments described below, if required. The annual irrevocable pledge is
36 subject to annual review and may be revised as per (i) below. If the bargaining unit member does not
37 have the requisite hours at the time of enrollment, the enrollment will be held open and will be
38 implemented as soon as the bargaining unit member has sufficient sick leave to enroll.
- 39
40 (g) Bargaining unit members shall receive acknowledgement of each donation made to the DSLB, and
41 each allocation received from the DSLB within 20 working days of the donation or allocation.
- 42
43 (h) A bargaining unit member who participates in the DSLB may withdraw and use sick leave from
44 the DSLB as follows:
- 45
46 1. The member must have exhausted all of his/her own accrued sick leave.
 - 47
48 2. The DSLB may be used to provide the member with paid time off during any leave that qualifies
49 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 DSLB on a form to be prepared and provided by the Office of Human Resources and PSU-AAUP. The use of leave from the DSLB may be for a period of up to 40 working days at the member's regular FTE. The maximum amount of leave from the DSLB that may be used for a single event is 40 working days at the member's regular FTE. Should a member require more than the maximum amount, the request may be considered by the DSLB committee referenced in this Section.

4. Leave from the DSLB may be used intermittently.

5. Leave from the DSLB 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 DSLB 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 DSLB 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. DSLB sick leave bank hours will only be applied retroactively to each qualifying event for which leave was taken.

8. Any denial of a request for sick leave from the DSLB 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](#).

(i) Sick time will be withdrawn from participating bargaining unit members accrued sick leave and charged to a donating member's department as follows:

1. Sick leave will be withdrawn from participating member's accrued sick leave and charged to the donating member's department at the donating member's hourly rate of pay, plus OPE on the dates or within the windows noted herein. These funds will accrue to the DSLB to be used when needed as per Section 14 (h) above.

2. DSLB funds must not be used for any other purpose than those allowed in Article 32 Section 14 (h)(2) above.

3. Any balance of unused DSLB funds at the end of each fiscal year will roll over to the subsequent year's DSLB.

(j) Should the DSLB require additional donations beyond those provided above, the following will apply:

1. The DSLB can impose an assessment of up to six (6) additional hours per year to participating members. The decision to impose an assessment shall be made by the DSLB Committee (defined below). The minimum assessment shall be two (2) hours.

2. Should additional donations be required after the maximum assessments have been received, the DSLB Committee will issue a special call for additional donated sick leave on a voluntary basis. The special call window will be open for a period of thirty (30) days unless the University and the Association agree to a different amount of time. The special call will be for seven (7) hours of additional donated sick leave unless the University and the Association agree to make a call for a different number of hours.
 3. If the special call does not replenish the bank sufficiently to meet the need, the DSLB Committee will advise the University and the Association Labor Management Committee of the shortfall. The University and the Association agree they will convene a meeting within ten (10) working days of such notice to determine what additional options may be available to meet the needs of AAUP bargaining unit members. During this time, AAUP bargaining unit members will be advised of any and all programs they qualify for in order to get a complete paycheck on payday. It should be noted that even after all efforts are exhausted, AAUP bargaining unit members may not receive a full paycheck.
- (k) The Office of Human Resources and the Association shall convene the bilateral DSLB committee, to review the operation of the DSLB. PSU-AAUP and the University shall appoint 2-3 members to the committee. The committee will meet quarterly. At the quarterly meeting prior to the annual open enrollment period, the committee will review prior year's bank performance and determine if the open enrollment period donation amount in (f) above shall change to a higher or lower amount.
- (l) Human Resources will provide to the committee on a quarterly basis; at least one week prior to the DSLB committee meeting, the information in the list below. The information will be provided at once in the same document:
1. Number of Hours (and their monetized value) donated in the bank in current quarter and year to date.
 2. Number of participating members this quarter.
 3. Number of Hours (and their monetized value) paid out by the bank quarterly and year to date.
 4. Number of DSLB sick leave recipients, this quarter.
 5. List of all recipients (with no personal information), amount of sick time received and how much requested and approved.
 6. DSLB balance (in monetized value).
 7. Projected DSLB balance after paid out on approved disbursement requests (and the timing of those future requests) based on the knowledge available at the time.
 8. In order to protect bargaining unit member's privacy and health information, the names of members using the DSLB will not be provided.

Section 15: DISABILITY ACCOMMODATIONS

1 The University will comply with state and federal laws regarding accommodations requests.

2
3 For details on the eligibility, use, and restrictions of accommodations please contact the PSU Leaves Team
4 leaves@pdx.edu and visit the PSU HR webpage for detailed information.

5
6
7 **Section 16: RELIGIOUS ACCOMMODATIONS**

8
9 Religious Accommodations: Employees are entitled to accommodations for employee religious beliefs or
10 practices, pursuant to [PSU's Religious Accommodation Policy](#).

11
12 For details on the eligibility, use, and restrictions of Religious Accommodations please visit the PSU HR
13 webpage for detailed information.

14
15
16 **Section 17. TIME OFF AND LEAVES INFORMATION ON HR WEBSITE**

17
18 PSU HR will ensure, as reasonably as possible, information regarding the leaves and accommodations as
19 provided by law are accurate and up to date on their website.

20
21
22 **Article 33. CAREGIVER RECOGNITION AND SUPPORT**

23 [\[Updated from Interim MOA #21\]](#)

24
25 **Section 1. Purpose**

26
27 The University is committed to supporting its employees who are also caregivers and has systems in place
28 to help employees address caregiving responsibilities. PSU provides supports that benefit employees who
29 are caregivers in several ways, including various leave programs, an employee assistance program, and the
30 ability to request alternative work arrangements with their supervisor. Individuals who take on caregiving
31 responsibilities -- whether those responsibilities are caring for children, caring for a family member
32 suffering health challenges, or caring for an elder -- make both personal and professional sacrifices in order
33 to balance their work and caregiving duties. The COVID 19 pandemic magnified the historic
34 discrimination and continuing structural social inequalities, in which the sacrifices of caregivers are
35 disproportionately born by women and the impacts are felt more deeply by members of BIPOC
36 communities. The parties recognize their mutual interest in acknowledging the needs of caregivers as they
37 continue their work for the University and the students they serve. The parties share an interest in building
38 momentum for continued recognition of those in our community who have caregiving responsibilities.

39
40 **Section 2. Summary of Contract Provisions That Can Support Caregiving Needs**

41
42 (a) This Agreement contains several provisions that individuals who have caregiving duties can use to help
43 balance their work and caregiving duties. For ease of reference, these articles are listed below, and in
44 some instances, examples are included to illustrate how members can use these agreements to balance
45 their work and caregiving needs (examples are illustrative only and may or may not be relevant to every
46 member or applicable to every caregiving situation):

- 47
48 1. [Article 16 \(POST-TENURE REVIEW\), Section 6](#), Deferral of Post Tenure Review (PTR):
49 Describes a process for tenured faculty to request a deferral of their post-tenure review.

2. [Article 17 \(ACADEMIC PROFESSIONAL FACULTY\), Section 9](#) (Alternative Work Arrangements and Flexible Work Schedules): Describes a process for Academic Professionals to request alternative work schedules. For example, a member may be permitted to attend required meetings remotely, with supervisor approval, if compelling and unforeseen caregiving needs arise. Section 9 (c) outlines a process for Academic Professional flex time that may be applicable to sudden school closures or other similar unexpected caregiving crises.
3. [Article 18 \(NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY\), Section 2\(f\)](#) Provides options for members to opt out if they will retire within 2 years or to request deferral of post-continuous appointment review for personal circumstances such as maternity, paternity, adoption, injuries, illnesses, or other protected leave circumstances that have had an impact on the faculty member’s work.
4. Article 32 (LEAVES): The following sections may apply to caregivers:
 - i. [Article 32, Section 1](#) (Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA)): This section generally addresses medical and family leaves. For example, OFLA provides for parental leave upon birth/adoption/fostering a child. FMLA/OFLA also provides for periods of leave taken in blocks of time or intermittently, such as intermittent leave to take a disabled spouse to ongoing medical appointments.
 - ii. [Article 32, Section 1](#), subparagraphs (i) – (k): Tenure clock extensions may be requested to extend probationary period for tenure where members take family or medical leave.
 - iii. [Article 32, Leaves, Section 5](#) (Personal/Discretionary Leave)
 - iv. [Article 32, Leaves, Section 8](#) (Career Development Leave)
 - v. [Article 32, Leaves, Section 10](#) (Sick Leave)
 - vi. [Article 32, Leaves, Section 13](#) (Disability Insurance), Short-Term and Long-Term
 - vii. [Article 32, Leaves, Section 14](#) (Donated Sick Leave Bank (DSLBB)): For example, the DSLBB can be accessed by participating members to obtain paid leaves where the leave qualifies under the FMLA, OFLA, and the Americans with Disabilities Act, including for intermittent leave.
- (b) Members are encouraged to confer with the [Human Resources Department](#) to better understand their rights to take leave and to obtain information about how different leaves may be used to support their caregiving needs. Paid leave benefits may be available to minimize the loss of income due to an employee’s use of leave for caregiving needs.

Section 3. Scheduling Considerations Supporting Caregivers

- (a) At the beginning of the academic year, supervisors will ask members to identify potential scheduling conflicts or challenges with respect to attending departmental/unit meetings. Employees may elect to provide information about caregiving responsibilities that are not necessarily subject to any leave and/or accommodations under the University’s various programs, but they are not required to do so. Unit members’ caregiving responsibilities, as well as other scheduling and professional conflicts, will be

1 considered when scheduling mandatory departmental/unit meetings. For example, supervisors of
2 employees with school-aged children may choose to schedule required department/unit meetings
3 during typical school hours (9:00 am to 3:00 pm) when it does not conflict with operational
4 efficiencies/needs.
5

6 (b) When an employee’s caregiving responsibilities conflict with department/unit meetings, in addition to
7 obtaining any leave and/or accommodations that may be available under the University’s various
8 programs, the employee may communicate the concern about the conflict to their supervisor, and the
9 supervisor will give meaningful consideration to those needs. If compelling and unforeseen caregiving
10 needs arise, employees may request to participate in or attend required meetings remotely.
11

12 (c) Department Chairs (or chair equivalents) will, as feasible, consider the expressed caregiving needs of a
13 member when scheduling the days, times, and modalities of courses while also considering students’,
14 departmental, and University needs.
15

16 **Section 4. Caregiving Navigation Resources**

17
18 The University and Association recognize that finding caregiving resources can be a difficult and time-
19 consuming process for those who have caregiving responsibilities and jointly agree to refer this issue to the
20 Presidential Caregiver Advisory Committee. During fiscal years 2022-2023 and 2023-2024, bargaining unit
21 members will have access to an online caregiver navigation service; however, in FY 2023-2024, at the
22 University’s discretion, the University may instead hire an employee to provide caregiver navigation
23 services to substitute for the online service.
24

25 **Section 5. Family Friendly Fund**

26
27 (a) There is established a fund, the Family Friendly Fund, to support members of the AAUP with
28 caregiving needs. Monies in this fund may be allocated to mitigate the impacts of University travel,
29 professional development, and other work-related activities. Monies in this fund may also be available
30 to offset costs for those members with ongoing caregiving responsibilities that occasionally or
31 unexpectedly interfere with work demands. Members may apply to use the fund one or more times
32 under a process established by AAUP with OAA, and with AAUP approving individual applications
33 for use of the funds (subject to University processes such as payroll, etc.). Monies distributed to the
34 employee are subject to taxation. Any unused portion of the Family Friendly Fund from FY 2022-2023
35 will be rolled over to FY 2023-2024. In this first year (FY 2022-2023), AAUP and the University will
36 monitor the number and types of requests received so as to inform future allocation of funds. The
37 University will contribute to the fund as set forth in subsections (b) and (c) below.
38

39 (b) In FY 2022-2023, the University will contribute \$115,000.00 to the Family Friendly Fund.
40

41 (c) In FY 2023-2024, the University will contribute \$175,000.00 to the Family Friendly Fund
42
43

44 **Article 34. Unused**

45
46 [Article intentionally left blank.] [Previous text was deleted via collective bargaining.]
47
48

1 **Article 35. PERSONNEL FILES**

2
3 The purpose of this article shall be to specify the means of implementation of University Standards [577-](#)
4 [040-0005 through 0025](#).

5
6 **Section 1.** The University shall maintain no more than three legally permissible personnel files on
7 employees that might be used relative to the employee's qualifications for employment or re-employment,
8 performance evaluation, and/or disciplinary action. The personnel files shall be kept in locations central to
9 the University, school or college, and department where the faculty resides in designated, available
10 locations. Each file shall refer to the existence and location of other files. All records containing personal
11 information about faculty members shall be kept in secured files. The University is responsible for
12 informing the faculty member of the existence and location of such files, herein referred to as personnel
13 files.

14
15 **Section 2.** The individual shall have access to examine the entire contents of their file during normal
16 business hours under conditions which protect the integrity of the files, except for excised portions as per
17 [University Standard 580-022-0100](#)(2) and (3). The employee shall have the right to copies of their file. The
18 faculty member may be accompanied by a representative of his or her own choice at the time the file is
19 examined.

20
21 **Section 3.** The source of all materials in the personnel file shall be identified. No unauthorized or
22 anonymous materials shall be contained in the personnel file ([University Standard 580-022-0075](#)). Survey
23 evaluations by students of a faculty member's classroom or laboratory performance shall be anonymous.
24 The record of tabulated reports of evaluations shall be placed in at least one of the files designated in
25 section [577-040-0005](#)(4)

26
27 **Section 4.** An employee may at any time enter into the member's personal records files such comments,
28 explanations, or rebuttals as the member may wish, to include, but not limited to: transcripts supporting
29 claim to academic work; documents supporting claim to professional training; letters and records
30 describing work experience; copies of all statements of employment; all documents relating to professional
31 growth or performance; documents indicating special competencies, achievements, scholarly research,
32 academic, professional, or other contributions; any statement that the faculty member wishes to have
33 entered in response to, or in elaboration of any other item in his or her file.

34
35 A copy of all evaluations signed, by the member signifying receipt, shall be placed in the member's
36 evaluation file. The faculty member may enter into the evaluation file such comments, explanations, or
37 rebuttals as desired. There shall be attached to each copy of the evaluation retained by the University,
38 school, college, or department a copy of such comments, explanations, or rebuttals.

39
40 **Section 5.** If an employee should become aware that his or her personnel file contains errors of fact or
41 omission, the faculty member may petition, in writing, the Provost or his/her authorized designee, to
42 remove or correct said information.

43
44 **Section 6.** If a department head or other administrative officer receives a written statement concerning an
45 employee, and it is determined that the statement is significant, there must be an immediate notification to
46 the faculty member that such statement has been received, and if it is decided that such material should be
47 retained, it must be retained only in the faculty member's personal records files.

1 **Section 7.** Faculty members at the University who feel adversely affected by the University, school,
2 college, or departmental personnel action or lack thereof may request from the President of the University
3 or his delegate objective or quantitative information contained in files, which are limited as to access,
4 concerning the personnel actions affecting categories of faculty members, where such actions appear to
5 have relevance to the case of the faculty member making the request for information. The President or his
6 delegate will make such information available. Such information may include: assignment, load, list of
7 publications, and such other information as determined by the President or his delegate to be relevant, but
8 will, in no event, include any evaluative statements concerning faculty members. Such information shall
9 also be available to any other faculty member at the University upon request.

10
11
12 **Article 36. OUTSIDE EMPLOYMENT**

13
14 Teaching and research are the primary functions of the University and are nourished by efficient and
15 imaginative administration. Service to the community and nation is an inherent obligation. These four—
16 teaching, research, administration, and public service—are essential features of academic life and make
17 comparable demands on ability and devotion.

18
19 The contributions of a faculty member are not, however, measured solely by activities directly related to
20 University programs. The objectives of the University are served, and its programs enriched, by the active
21 participation of its faculty members in outside activities which contribute to the advancement of the
22 faculty member's profession or provide an opportunity for professional growth through interaction with
23 industry, business, government, and other institutions of our society.

24
25 The University recognizes contributions and achievements, not only by appropriate salary advancement
26 and promotion, but also by permitting faculty members substantial freedom in arranging their academic
27 lives. This freedom is, however, subject to an overriding principle:

28
29 The potential magnitude of outside professional activity is such that orderly procedures must be
30 followed to avoid ethical and legal conflicts of interest and to ensure that such activities do not
31 conflict with the proper discharge of University responsibilities.

32
33 Outside employment is subject to the [University's Policy on Outside Employment](#), which can be found on
34 the [Office of Human Resources Policies, Contracts and Forms webpage](#).

35
36
37 **Article 37. HUMAN RESOURCES INFORMATION SYSTEM IMPLEMENTATION**

38
39 The University and the Association acknowledge the responsibility and the value of managing employee
40 information through the University's Human Resources Information System (HRIS). The Association
41 agrees to attempt in good faith to resolve issues related to payroll processes, personnel procedures,
42 identification of bargaining unit members, and dues deductions through informal discussions with the
43 Associate Vice President for Human Resources or designee. Any issues not resolved through informal
44 discussions or through formal HR procedures shall be referred to the Vice President for Finance and
45 Administration or designee. The procedures outlined above do not waive the Association's right to access
46 the dispute resolution procedures in this agreement.

47
48 In the event of a system failure, the University will provide alternative methods for issuing paychecks in a
49 timely manner to bargaining unit members.

1
2
3 **Article 38. MEMBER NOTIFICATION**
4

5 The University agrees that in the interest of informing members of the University community about
6 current services and policies, it will:
7

- 8 (a) distribute [employee assistance program](#) brochures annually to all members of the bargaining unit
9 (including a copy sent each year to the Association); and
10
11 (b) include, in information available to members on the University’s webpage, entries for "day care" and
12 "elder care" and other related services offered (for example, "drugs and alcohol") with cross references
13 to "benefits" and "employee assistance program."
14

15 **Article 39. POST DOCTORAL SCHOLAR PROGRAM**
16
17

- 18 (a) Research and Graduate Studies (RGS) will develop and implement a [Postdoctoral Scholar Mentorship](#)
19 [Program](#) and will clearly communicate the expectations for all participants on a regular basis.
20
21 (b) Impacts of Postdoc Classification Implementation on Non-Tenure-Track Research Faculty Members.
22
23 1. PSU will create and implement the postdoctoral scholar classification.
24
25 2. When it is implemented, AAUP and PSU agree no employee in the Research Assistant or Research
26 Associate classification and rank who is employed on the date this Agreement is signed will be
27 required to change their classification and rank as a result of the implementation of PSU’s
28 Postdoctoral Scholar Mentorship Program.
29
30 3. AAUP and PSU agree when a current employee in the Research Assistant or Research Associate
31 classification and rank applies for and accepts a new/different position at PSU that is classified and
32 titled as a postdoctoral scholar position, they may only apply for and accept the new position as a
33 postdoctoral scholar. A “new position” is one that is supported by a different source of funding
34 (new or different grant funding source) or a different Principle Investigator (PI, faculty member),
35 and the position was advertised as a postdoctoral scholar position.
36
37 (c) Impacts of Postdoc Classification Implementation on Tenure-Track Faculty Members.
38
39 1. PSU and AAUP agree that the duties and expectations outlined below are part of tenure-track
40 faculty members’ current duties and responsibilities as outlined in [Article 4 Responsibilities of the](#)
41 [Members](#) and each faculty member’s Notice of Appointment and Supplemental Letter.
42
43 2. RGS, in cooperation with other units across campus and with our partner institution OHSU, will
44 create and implement postdoctoral scholar training and education activities that will augment the
45 discipline-specific training provided by their faculty mentors.
46
47 3. Responsibilities of Faculty Members who Supervise Postdoctoral Scholars
48
49 a. Faculty members who hire postdoctoral scholars agree to participate in the [Postdoctoral](#)

1 [Scholar Mentorship program.](#)

- 2
- 3 b. Faculty members are expected to obtain and provide the funding for each postdoctoral
- 4 scholar position and participate in good faith in and comply with the requirements of the
- 5 Post-Doctoral Scholar Mentoring Program.
- 6
- 7 c. Faculty members are expected to engage in hiring, training, and mentoring activities with
- 8 each postdoctoral scholar they hire. Such activities include, but are not limited to:
- 9
- 10 1. Faculty members, in collaboration with each postdoctoral scholar, must complete an
- 11 annual [Individual Development Plan \(IDP\)](#) for the postdoctoral scholar, and submit a
- 12 year-end report on the progress of the IDP to RGS.
- 13
- 14 2. Faculty members must make a good faith effort to support and implement each
- 15 postdoctoral scholar’s IDP.
- 16
- 17 3. Faculty members must participate in an initial mentor training for PIs, and then on a
- 18 recurrent basis as requested by RGS.
- 19
- 20

21 **VI. TERMS OF THE AGREEMENT—Articles 40 - 46**

22

23

24 **Article 40. NOTICES AND COMMUNICATIONS**

25

26 The University shall provide written notice to the Association of any decision or effects of a decision that

27 changes “employment relations” as defined by [ORS 243.650\(7\)\(a\)](#) and that impacts a mandatory subject

28 for negotiations. “Employment relations” includes, but is not limited to, matters concerning direct or

29 indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of

30 employment. The University will provide written notice to the Association prior to the implementation of

31 the decision and in advance of the anticipated change to allow the required period of expedited

32 negotiations as per [ORS 243.698](#).

33

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

35 follows:

36

37 For the Association:

38

General	<u>Executive Director</u>
President, Portland State University Chapter American Association of University Professors c/o Portland State University Post Office Box 751 Portland, Oregon 97207 aaup@psuaaup.net	Executive Director PSU-AAUP PO Box 751 Portland, OR 97207 aaup@psuaaup.net

39

1 For the University:

2
3 President
4 Portland State University
5 Post Office Box 751
6 Portland, Oregon 97207
7
8

9 **Article 41. INDEMNIFICATION**

10
11 The Association shall indemnify and hold harmless the University, its agents, representatives, and
12 employees against all claims, demands, or judgments, including reasonable costs of defense, which occur as
13 a result of the University's compliance with [Articles 6 \(EXCHANGE OF INFORMATION\)](#), [9 \(DUES](#)
14 [DEDUCTION\)](#), and [10 \(ASSOCIATION DUES AND VOLUNTARY REPRESENTATION FEE](#)
15 [PAYERS\)](#) of this Agreement. Claims which have not been adjudicated will not be settled without the
16 concurrence of the Association.
17

18 **Article 42. SEPARABILITY**

19
20 Notwithstanding the provisions of [ORS 243.702](#)(1), it is the expressed intent of the parties that in the
21 event any provisions of this Agreement shall at any time be declared invalid by any court of competent
22 jurisdiction or rendered invalid through federal or state regulation or decree, such action shall not
23 invalidate any remaining provision of this Agreement. All provisions not declared invalid shall remain in
24 full force and effect. Upon the request of either party, both parties shall enter into negotiations for the
25 purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.
26
27

28 **Article 43. TOTALITY OF AGREEMENT**

29
30 The parties acknowledge that during the negotiations which resulted in this Agreement, the Association
31 and the University had the unlimited right and opportunity, consistent with previously adopted ground
32 rules, to present demands and proposals with respect to any and all matters lawfully subject to collective
33 bargaining; that all understandings and agreements negotiated are set forth in this Agreement; and that this
34 Agreement constitutes the entire and sole agreement between the parties for its duration.
35

36 Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain
37 collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement,
38 even though such subject or matter may not have been within the knowledge or contemplation of the
39 parties at the time they negotiated or signed this Agreement.
40

41 Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or
42 otherwise modify in writing any of the provisions of this Agreement. In the event the parties meet to
43 modify this Agreement as provided in this paragraph, student representatives shall be sent timely notice of
44 the meeting and shall be entitled to participate in the manner provided by [ORS 243.778](#).
45

46 **Article 44. NEGOTIATION OF LIMITED REOPENERS**

47 [\[CORRECTED from Errata MOA #1\]](#)
48

1 The parties agree to reopen the contract as provided in [Article 30 Section 10](#). Unless the parties agree
2 otherwise, the Association will send written notice to the University no later than January 14, 2022,
3 specifying up to three articles of this Agreement, or new subjects that it proposes to negotiate. The
4 University shall send written notice to the Association no later than January 31, 2022 specifying up to three
5 articles of this Agreement, or new subjects that it proposed to negotiate. Those sections of this Agreement
6 not noticed shall be closed until the expiration date specified in [Article 46, Term of Agreement](#).
7 Negotiation of the articles or subjects noticed for reopener negotiations shall commence no later than
8 April 1, 2022 or such date thereafter as may be mutually agreed upon by the parties.
9

10 The parties agree that they will meet and negotiate to replace [Article 30 Section 6 paragraph \(b\)](#) pursuant to
11 to [Article 30 Section 6 paragraph \(d\)](#), and [Section 4 paragraph d](#).
12

13 The parties agree that they will meet and negotiate over the implementation of [HB 2005, the 2019 Oregon](#)
14 [Paid Family and Medical Leave Act](#), when the Bureau of Labor and Industries (BOLI) promulgate rules
15 about the statute that apply to the University. The University will provide the Association with notice of
16 promulgation of the rules when received.
17

18

19 **Article 45. NEGOTIATION OF SUCCESSOR AGREEMENT**

20

21 The parties will confer prior to February 28, 2024 regarding the format for successor bargaining (i.e.,
22 whether to use an interest-based, traditional, or other bargaining approach). The parties will also confer
23 regarding the timing and scheduling of successor bargaining.
24

25 Unless the parties agree otherwise, for the purpose of negotiating a successor Agreement, the Association
26 will send written notice to the University no later than May 1, 2024 specifying those new subjects or
27 sections of this Agreement it proposes to negotiate. The University shall send written notice to the
28 Association no later than May 15, 2024 specifying those new subjects or sections of this Agreement it
29 proposes to negotiate. Those sections of this Agreement not opened by said notices or by subsequent
30 mutual agreement shall automatically become a part of any successor Agreement. Negotiation of the
31 successor Agreement shall begin no later than May 31, 2024 or such date thereafter as may be mutually
32 agreed upon by the parties.
33

34 **Article 46. TERM OF AGREEMENT**

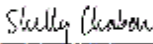

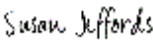
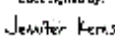
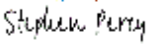
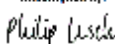
35

36 This Agreement shall be in effect from the date of ratification by both parties, or as expressly provided in
37 this Agreement, through November 30, 2024.
38
39

1 SIGNATURE PAGE

DocuSign Envelope ID: 635EF643-1660-460A-B903-9528D14F1F72

Signature Page:

FOR THE UNIVERSITY:	FOR THE UNION:
<p>DocuSigned by:  Shelly Chabon, Vice Provost Academic Personnel</p>	<p>DocuSigned by:  Theresa McCormick, Vice President Collective Bargaining</p>
<p>DocuSigned by:  Susan Jeffords, Provost</p>	<p>DocuSigned by:  Jennifer Kerns, President</p>
<p>DocuSigned by:  Stephen Percy, President</p>	<p>DocuSigned by:  Philip Lesch, Executive Director</p>
<p>The University Negotiating Team</p> <p>Shelly Chabon Debra Mayo Kelley Kristin Fitzpatrick Cindy Starke (Krista Stearns: Alternate) Dana Tasson Leroy Bynum Andria Johnson Nathan Klinkhammer</p>	<p>The PSU-AAUP Negotiating Team</p> <p>David Hansen David Kinsella Mark Leymon Tina Burdall Leanne Serbulo Anh Ly Jose Padin Jennifer Kerns Shalini Vivek Theresa McCormick Philip Lesch</p>

Date of Ratification and Effective Date of the Agreement: May 5, 2021

2
3
4

1 **APPENDICES TO BARGAINING AGREEMENT—Appendices A – F**

2
3 **APPENDIX A: PAYROLL DEDUCTION/MEMBERSHIP APPLICATION**

4 **Payroll Deduction Authorization/ Membership Application**

5
Name: _____
(please print clearly) Last First M.I.

Department: _____ Date of Hire: _____

PSU ID: _ _ - _ - _ - _ Home/Cell Phone: _____

Non-PSU Email: _____

PSU Email: _____ @ pdx.edu

Select One:

- Academic Professional
- Tenure Track (TT)
- Tenured (T)
- Non-Tenure Track Instructional (NTTF-I)
- Non-Tenure Track Research (NTTF-R)
- Fixed Term (FT)

Choose to become a Member or Voluntary Representation Fee Payer

Membership (SIGN BOTH SIGNATURE LINES)	OR	Voluntary Representation Fee Deduction
<p><input type="checkbox"/> YES! I choose to be a member of PSU-AAUP, with the right to share in decision making, and the right to vote on all matters, in which PSU-AAUP operates. Membership becomes valid only if Member Dues Deduction is checked and signed below.</p> <p>X _____ Signature of Member REQUIRED Date</p> <p style="text-align: center;">Member Dues Deduction</p> <p><input type="checkbox"/> As a member of PSU-AAUP, I authorize withholding and remittance of member dues.</p> <p>Through my signature below I request and authorize the University to deduct from my wages an amount equal to regular member dues, as noticed by PSU-AAUP and in accordance with the CBA Article 10. This authorization shall remain in effect and be irrevocable until the 30-day cancellation period between August 1 and August 30 of the year following the date of this authorization and shall be renewed yearly thereafter unless I notify the Association, in accordance with its Bylaws, of my desire to cancel the deduction of member dues during the next cancellation period.</p> <p>X _____ Signature of Member REQUIRED Date</p>	or	<p><input type="checkbox"/> I agree to pay voluntary representation fees to PSU-AAUP. I do not wish to be a member of PSU-AAUP, but I support the work and value provided by PSU-AAUP. I want to contribute my share of the costs of bargaining and enforcing the collective bargaining agreement, and PSU-AAUP's work in advocating on behalf of higher education and higher education workers. Voluntary representation fees are the same payroll deduction percentage as member dues.</p> <p>Through my signature below I request and authorize the University to deduct from my wages an amount equal to the regular voluntary representation fees, as noticed by PSU-AAUP and in accordance with the CBA Article 10. This authorization shall remain in effect and be irrevocable until the 30-day cancellation period between August 1 and August 30 of the year following the date of this authorization. This authorization shall renew yearly thereafter unless I notify the Association, in accordance with its Bylaws, of my desire to cancel the payment of voluntary representation fees during the next cancellation period.</p> <p>_____ Signature of Voluntary Representation Fee Payer Date</p> <p>Truncated form</p>

1 **APPENDIX B: CONTRACTUAL GRIEVANCE**

2
3
4
5 Date:

6
7 Name: Association Representative:

8
9 Department: Mailing Address:

10
11
12 Provision of the Agreement Allegedly Violated:

13
14 Article:

15
16 Section:

17
18 Statement of grievance (include date of act or omission complained of):

19
20
21
22
23
24
25
26
27 Remedy sought:

28
29
30
31
32
33
34
35
36
37
38
39 The Association (does)_____ (does not)_____ want a postponement for up to fifteen (15) working days to
40 seek informal resolution of this grievance.

41
42
43
44 Signature _____ Date _____

45 Authorized Representative,
46 the American Association of University Professors—Portland State University
47

1 **APPENDIX C: GRIEVANCE—REQUEST FOR REVIEW**

2
3
4
5 _____ The grievance, dated _____, presented to _____ has
6 not been satisfactorily resolved by the attached decision* and the Association wishes the decision to be
7 reviewed at Step Two.

8
9
10 _____ The grievance, dated _____, presented to _____ at Step
11 Two has not been satisfactorily resolved by the attached decision* and the Association wishes the decision
12 to be reviewed by the President at Step Three.

13
14
15
16 * If no decision was received within the time limits provided in the grievance procedure,
17 please check here. _____
18
19
20
21

22
23 Signature _____ Date _____
24 Authorized Representative,
25 the American Association of University Professors—Portland State University
26
27
28

29 *Note:* Please attach a copy of the grievance ([APPENDIX B](#)) and all written decisions received at prior
30 steps, if any.
31
32

1 **APPENDIX D: NOTICE OF INTENT TO ARBITRATE**

2
3
4
5 The American Association of University Professors hereby gives notice of its intent to
6
7 proceed to arbitration concerning the grievance of

8
9 _____, dated _____,

10
11 which was not resolved satisfactorily at Step Three of the grievance procedure.

12
13
14 The following statement of the issue to be presented for arbitration is proposed:

15
16
17
18
19
20
21
22
23
24
25
26
27 Signature _____ Date _____
28 Authorized Representative,
29 the American Association of University Professors—Portland State University Chapter
30
31
32
33

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

1 **APPENDIX E(2): Non-Tenure Track Faculty Position Description**

2 **Portland State University**
3 **Non-Tenure Track Faculty**
4 **Position Description**

5
6
7
8 **Name:** **Date:**
9
10 **Position Number:** **Position Title:**
11
12 **Department:** **School/College:**
13

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

20
21 **Instructional Activities:** <Indicate specific course assignments, when known, and the total credit hour
22 workload. Also include expectations for course or curriculum development, student advising, or direction
23 of graduate theses, if appropriate.>

24
25 **Research/Scholarly Activities:** <Indicate the kinds of scholarly activities expected, if any, including
26 scholarly research, teaching scholarship, community outreach.>

27
28 **University Service Activities:** <Indicate expectations for department, school, or college committee
29 service, if any. Also include expectations for supervision of student groups or other administrative service
30 to University units, if appropriate.>

31
32 **Professional Service Activities:** <Indicate expectations for professional service in the community or
33 service to professional groups, if any.>

34
35 **Other responsibilities:** <List any other job-specific responsibilities not included above.>
36
37

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	yes	yes	yes		yes	yes	yes	yes		yes
<u>NTTF-I</u>	yes	yes	yes		yes	yes	yes	yes		yes
<u>NTTF-R</u>		yes	yes		yes	yes	yes	Note 4	yes	yes
Academic Professional			yes	yes	yes	yes	yes	Note 4	yes	yes

RE: Awards/Rewards	Faculty Enhncmt. Awards	Faculty Travel Awards	Other Faculty Devel. Awards	Teaching, Research, Service Awards	<u>OAI</u> Wrkshps.	OIT Wrkshps.	Staff Fee Rate
Notes >>			6	7			8
Tenure-track	yes	yes	yes	yes	yes	yes	yes
<u>NTTF-I</u>	yes	yes	yes	yes	yes	yes	yes
<u>NTTF-R</u>	yes	yes	yes	yes	yes	yes	yes
Academic Professional	yes	yes	yes	yes	yes	yes	yes

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 Portland State University employees. (Reference [PSU Standard 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 [PSU 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) There are many and varied teaching, research, and service awards at the University. See Office of Academic Affairs website for announcements regarding awards administered centrally. Departments, schools, and colleges have awards administered at those levels; see relevant announcements, memos, and websites.
- (8) Staff fee rates apply to employees and may be transferred to one member of the immediate family each academic term.

1 **APPENDIX G: FIXED-TERM RESEARCH OR INSTRUCTIONAL FACULTY LETTER****

2 Revised 6/18/19

3 [Date]

4 Position Number: [Individual Position Number]

5 Index Code:

6 PI/DRA Approval: _____

7 AAUP –Fixed-Term - Research or Instructional –Grant Funded

8 Notice of Appointment

9 [Name]

10 [Street Address]

11 [City, State, Zip]

12
13 Dear [Name]:

14
15 I am pleased to offer you the following fixed-term position at Portland State University. This position is important to our
16 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:	
Is this an on-going position?	Yes/no
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?	Yes/no this position is eligible for overtime and requires the submission of timesheets.
Is this appointment renewable upon availability of grant funds?	Yes/no
Is this appointment contingent upon successful completion of a background check?	Yes/no

17
18 In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the
19 Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies,
20 which are incorporated herein2 by reference. Please be advised that this position is also subject to the terms of the current
21 collective bargaining agreement between Portland State University and the American Association of University Professors
22 (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414
23 (aaup@psuaaup.net) for additional information.

24
25 [This position is funded by a grant and/or contract. If the funding is terminated, redirected or reduced earlier, your appointment
26 may be terminated or reduced with 30 days' notice.]

27
28 Your duties as [Working Title] are outlined in the attached position description. If the terms of this appointment are satisfactory,
29 please sign this letter and return it to me by [date].

30
31 Sincerely,

32
33 Name] Dean's/Director's Approval

34 [Rank/Title]

35 [Department]

36
37 I accept the appointment described above and agree to be subject to its terms.

38
** NOTE: This form should not be used for positions that include instruction of credit-bearing courses. Truncated form

1 **APPENDIX H: NON-TENURE TRACK FACULTY LETTER**

2
3 [Date]
4 Position Number: [Individual Position Number]
5 Index Code:

6 **AAUP-Non-Tenure Track Faculty Continuous Appointment**
7 **Notice of Appointment**

8 [Name]
9 [Street Address]
10 [City, State, Zip]

11
12 Dear [Name]:

13
14 I am pleased to offer you the following position at Portland State University. This position is important to our organization and
15 we look forward to having you join our team. Here are the details of your appointment:
16

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?	

17
18 This appointment has a six year probationary period. Annual contracts during the probationary period will automatically
19 renew unless timely notice is provided. Upon successful completion of the probationary period, this appointment will become
20 continuous.

21
22 In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the
23 Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies,
24 which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current
25 collective bargaining agreement between Portland State University and the American Association of University Professors
26 (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414
27 (aaup@psuaaup.net) for additional information.

28
29 Your duties as [Rank] are outlined in the attached position description. If the terms of this appointment are satisfactory,
30 please sign this letter and return it to me by [date].

31
32 Sincerely,

33
34
35
36 [Name]
37 [Rank/Title]
38 [Department]

Dean's/Director's Approval

39
40 I accept the appointment described above and agree to be subject to its terms. Truncated form

41
42
43 _____
44 Signature

Employee ID Number

1 **APPENDIX I: ACADEMIC PROFESSIONAL LETTER**

2 [Date]
 3 Position Number: [Individual Position Number]
 4 Index Code:

5 PI/DRA Approval: _____

6 **AAUP-Academic Professional**
 7 **Notice of Appointment**

8 [Name]
 9 [Street Address]
 10 [City, State, Zip]

11 Dear [Name]:

12 I am pleased to offer you the following position at Portland State University. This position is important to our organization and
 13 we look forward to having you join our team. Here are the details of your appointment:
 14
 15
 16

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?	

17 In this position, you will be eligible for all benefits related to [9-/12-] month employment which are outlined in detail on the
 18 Human Resources website at www.pdx.edu/hr. Your employment is subject to the terms of all applicable rules and policies,
 19 which are incorporated herein by reference. Please be advised that this position is also subject to the terms of the current
 20 collective bargaining agreement between Portland State University and the American Association of University Professors
 21 (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414
 22 (aaup@psuaaup.net) for additional information.
 23

24
 25 [This position is funded by a grant and/or contract. If the funding is terminated, redirected or reduced earlier, your
 26 appointment may be terminated or reduced early.]
 27

28 Your duties as [Working Title] are outlined in the attached position description. If the terms of this appointment are
 29 satisfactory, please sign this letter and return it to me by [date].
 30

31 Sincerely,

32 [Name]
 33 [Rank/Title]
 34 [Department]

Dean's/Director's Approval

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

36
 37 _____
 38 Signature

_____ Date

_____ Employee ID Number

1 **APPENDIX J – COPYRIGHT OWNERSHIP POLICY**

2
3 **COPYRIGHT OWNERSHIP POLICY**
4

5 **I. Policy Statement**
6

7 Portland State University (University) is committed to academic freedom and strives to place copyright
8 ownership with the Faculty authors and creators of scholarly, academic, and artistic works, except in
9 certain circumstances.
10

11 **II. Reason for Policy/Purpose**
12

13 This policy promotes the University’s scholarly, academic, and service missions by establishing a
14 framework for the ownership and disposition of copyright for materials created by University employees
15 and students. Establishing a framework for ownership and disposition of copyright materials provides
16 clear guidance to University Faculty, Staff, and students regarding their rights in created material. By
17 establishing Faculty and student ownership in their scholarly, academic and artistic works, the University
18 fosters an environment of creativity and scholarship and encourages professional advancement. This
19 policy’s purpose is to protect the academic freedom enjoyed by Faculty, to establish Faculty ownership
20 except in limited circumstances, and to establish permissions between Faculty and the University for use of
21 copyright materials owned by each. This policy also sets forth the University’s expectations for copyright
22 ownership of works created by students and non-Faculty Staff and for the disposition of copyright to
23 external sponsors of Faculty projects. By clarifying copyright ownership and permissions, the University
24 protects public resources and establishes expectations for employees who contribute to the University in
25 the course of their employment.
26

27 **III. Applicability**
28

29 This policy applies to all students, employees, contractors, schools, colleges, and administrative units of the
30 University.
31

32 **IV. Definitions**
33

34
35 **Commercial Use:** A grant of copyright right, transfer of copyright ownership, or sale of Copyright
36 Materials to a third party which is either contingent on monetary consideration or which allows that third
37 party to further grant rights or sell Copyright Materials for monetary consideration.
38

39 **Copyright Materials:** Original works of authorship or creation to which copyright accrues and that are
40 authored or created by Faculty or Staff.
41

42 **Course Materials:** Copyright Materials whose copyright is owned by a Faculty or Staff member and which
43 are used by that Faculty or Staff member for teaching a registered course at the University.
44

45 **Faculty:** All academically-ranked Faculty of the University. With respect to Course Materials under this
46 policy, Faculty also includes any employee teaching a registered course at the University.
47

1 **PSU Copyright Material(s):** Copyright Materials for which the copyrights are either owned by the
2 University under Work for Hire, assigned to PSU voluntarily, or required to be assigned to the University
3 under the exceptions to the University’s waiver of Work for Hire for Faculty.
4

5 **Scholarly Work:** Includes, but is not limited to, Faculty or Staff authored or created textbooks,
6 pedagogical materials, journal articles, conference presentations, white papers, monographs, plays, poems,
7 musical compositions, visual arts and other works of artistic imagination. As guidance, Scholarly Work are
8 often objects that fulfill the requirement of ‘scholarship’ under a field- and department-relevant promotion
9 and tenure review process, that fulfill the requirement of a degree program, or that are the results of a
10 Sponsored Project or research study.
11

12 **Separate Agreement:** A written agreement between the University and Faculty regarding the ownership
13 of Copyright Materials to be created using University resources, such as the creation of Copyright
14 Materials for a University-funded or -directed project, or the creation of Copyright Materials subject to a
15 course release.
16

17 **Sponsored Project(s):** Research or service undertaken by Faculty or Staff utilizing any external funding
18 source, such as grants, gifts, contracts, or awards.
19

20 **Staff:** University employees who are not academically ranked, including academic professionals.
21

22 **Unit:** The administrative area within the University that has provided resources specifically for the creation
23 of Copyright Material under a Separate Agreement.
24

25 **Work for Hire.** As used in this policy, the term has the same meaning as in section 101 of the Copyright
26 Act of 1976, as amended. Generally, a “work for hire” is a work prepared by an employee within the scope
27 of his or her employment or by a third party hired by the University to perform services or undertake
28 other work through which Copyright Materials are created.
29

30 V. Policy 31

32 1. Copyright Ownership 33

34
35 1.1 **University Waiver of Work for Hire.** Subject to the limitation set forth below, the
36 University by this policy waives its rights under the Work for Hire rule for Faculty and
37 acknowledges that Faculty author(s) or creator(s) of Copyright Materials hold the
38 original copyright to Copyright Materials created while employed by the University. Also
39 subject to the limitation set forth below, the University by this policy waives its rights
40 under the Work for Hire rule for Staff for Copyright Materials that are Scholarly Work
41 or that are created for the purposes of becoming Course Materials. These waivers are
42 subject to the following exceptions, under which the Work for Hire rule still applies:
43

44 1.1.1 Copyright Materials developed under a Sponsored Project;

45 1.1.2 Copyright Materials developed under a Separate Agreement where ownership to
46 Copyright Materials is retained by the University.
47

48 1.2 **Copyright ownership under Separate Agreements.** When entering into Separate
49 Agreements, the University and Faculty/Staff member(s) may agree that either the

1 Faculty/Staff member(s) or the University will own the copyright in Copyright Materials
2 created under the Separate Agreement. This Separate Agreement will be made between
3 the Faculty/Staff member(s) and the Unit. In proposing University ownership of
4 Copyright Materials in Separate Agreements, the Unit should consider both the level of
5 University resources to be used in the Separate Agreement and any anticipated
6 incorporation of pre-existing Faculty or Staff-owned Copyright Materials. No Separate
7 Agreement shall change any part of this policy.
8

9 1.3 **Scholarly Work Exemption.** If dissemination of a Scholarly Work requires a copyright
10 assignment to a third party of PSU Copyright Materials which are PSU Copyright
11 Materials under the Work for Hire rule or which would otherwise be required to be
12 assigned to the University under the exceptions to the University’s waiver of the Work
13 for Hire rule, and to the extent that such PSU Copyright Materials are not encumbered
14 by the terms of a Sponsored Project, Separate Agreement, or existing license to a third
15 party, PSU will not assert its ownership in the copyright to such materials. The
16 University will preserve the publishing rights of Faculty, Staff, and students when
17 entering Sponsored Project agreements unless the Faculty or Staff principal investigator
18 is willing to accept publication restrictions for the needs of individual projects. The
19 University recommends that when entering into agreements for the publication and
20 distribution of Copyright Materials, authors make arrangements allowing them to archive
21 their materials in [PDXScholar, the University's open access institutional repository](#).
22

23 1.4 **Students’ Ownership of Student-Created Works.** Each student holds the copyright to
24 Copyright Materials that the student authors or creates, unless the creation/authorship
25 of such Copyright Materials was performed by the student under a Sponsored Project,
26 under a Separate Agreement, or in a student’s capacity as Staff. A student may
27 voluntarily grant permissions to or transfer copyright to the University or to another
28 entity. Such permission or transfer should be in a writing agreed to by the student.
29 Faculty and Staff shall not infringe a student’s Copyright Material, in their capacity as a
30 University employee or otherwise. The University shall not require a student’s
31 assignment of Copyright Materials to the University or to a third party to fulfill any
32 academic requirement, nor shall the University deny any academic requirement activity
33 in response to a student agreeing to assign their copyright to a third party. The
34 University will seek to advise and help students understand their rights under copyright
35 law.
36

37 1.5 **Digital Transfer.** The uploading of Copyright Material to an online teaching platform or
38 other transfer to digital medium operated by the University shall not change the
39 ownership of the original Copyright Material unless explicitly agreed by the copyright
40 owner of such Copyright Materials.
41

42 **2.0 Copyright Permissions**

43
44 2.1 **Blanket University-to-Faculty Permissions for PSU Copyright Materials.** The
45 University by this policy grants a non-exclusive, non-commercial copyright license in
46 PSU Copyright Material to the Faculty author(s) or creator(s) of that PSU Copyright
47 Material, provided that the PSU Copyright Materials are not encumbered by the terms
48 of a Sponsored Project or are not licensed or expected to be licensed to a third party.
49 Faculty are encouraged to further distribute such PSU Copyright Materials, when

1 applicable, for public benefit under appropriate non-commercial open source
2 (<http://www.opensource.org/>) or creative commons (<http://creativecommons.org/>)
3 licenses. This grant to Faculty may terminate if the University licenses PSU Copyright
4 Materials to a third party for Commercial Use. Such Commercial Use licenses may be
5 first executed only with the acknowledgment of the Faculty author or creator.
6

- 7 **2.2 Limited University-to-Staff Permissions for open source release of PSU**
8 **Copyright Materials.** Staff authors of PSU Copyright Material may release such
9 materials under appropriate non-commercial open source or creative commons licenses
10 for purposes of participation in an open source project or in connection with
11 membership in or presentation to a professional organization , provided that: (a) the
12 Staff author(s) obtain permission from their supervisor or department chair; (b) release
13 of the PSU Copyright Materials is not limited by the terms of a Sponsored Project or
14 other agreement; and (c) the PSU Copyright Materials are not licensed or expected to be
15 licensed to a third party.
16
- 17 **2.3 Limited, Revocable Permissions to University for Course Materials Due to**
18 **Unforeseen Circumstances.** All Faculty and Staff grant to the University, to the
19 extent they have ownership in or permissions for Course Materials, a non-exclusive,
20 non-commercial copyright license in those Course Materials for the purpose of teaching
21 such course in the event that circumstances require that another person teach the course
22 on short notice. Such license is effective only for the academic term immediately
23 impacted by the unforeseen circumstance.
24
- 25 **2.4 University Permissions for Course Materials for Archiving, Accreditation and**
26 **Accommodations.** Upon first using Course Materials in a registered course, all Faculty
27 and Staff grant to the University permission to archive the materials for the purpose of
28 accreditation, and subject to the time limitations of Section 2.3, permission to make
29 derivatives for the purpose of accommodation and accessibility (such as may be required
30 under the Americans with Disabilities Act).
31
- 32 **2.5 Sharing of Course Materials.** The University encourages the free flow and sharing of
33 materials and pedagogy among Faculty and Staff. A person seeking to use Course
34 Materials owned by another Faculty or Staff member to teach a registered course at the
35 University must request and obtain written permission directly from the owner of the
36 Course Materials. Permission to use the Course Materials may be revoked at any time by
37 the Faculty or Staff author(s) or creator(s) who own the copyright, although such
38 revocation shall not be effective until the end of the academic term if the course has
39 started or will start within thirty (30) days.
40
- 41 **2.6 Digital Transfer.** Faculty who upload their Copyright Material to an online teaching
42 platform, or other transfer to a digital medium, operated or contracted by the University
43 retain ownership of their Copyright Material. Faculty shall have the right to require such
44 Course Materials be removed from the digital medium.
45

- 46 **3.0 Faculty disclosure.** Faculty and Staff using or distributing PSU Copyright Materials under the
47 license granted in Paragraph 2.1 or pursuant to Paragraph 2.2 above have an obligation to mark
48 PSU Copyright Materials as “© Portland State University.” Faculty and Staff who wish to use
49 or distribute PSU Copyright Materials for Commercial Use shall seek an appropriate license by

disclosing the PSU Copyright Materials to the University's Office of Innovation & Intellectual Property.

4.0 Independent Contractors of Works Created Under Contract. Where the University hires third-parties to perform services or undertake other work where Copyright Materials are created, it is the general practice of the University to retain the copyright ownership in those works under the Work for Hire rule. Such materials will be PSU Copyright Materials.

5.0 Collaborative and Joint Works. When individuals collaborate to author Copyright Materials, a "joint work" often results, in which all the rights holders jointly hold nonexclusive rights to use the work. For example, Copyright Materials may be authored or created by combinations of Faculty, students, and Staff working on a project and this collaboration may result in a joint work(s) where the copyright is owned jointly and the work created may be a combination PSU Copyright Materials and Faculty-owned or student- owned Copyright Materials. Prior to authoring or creating such works, Faculty, Staff, and students who collaborate with each other or with non-University third-parties (e.g., volunteers, visitors, other collaborators) are encouraged to describe or determine the disposition of the resulting copyright. A sample form is provided in Links to Related Forms.

6.0 Licenses to Third Parties. The license of PSU Copyright Material from the University to third parties for Commercial Use, or for any use in exchange for license fees, including all terms and execution of such license agreements, is the sole responsibility of the Office of Innovation & Intellectual Property under the Vice President for Research.

7.0 Sponsored Projects.

7.1 When negotiating agreements with external parties for Sponsored Projects, the University shall endeavor to retain PSU ownership of copyright for any Copyright Materials created by Faculty and/or Staff under the Sponsored Project. The University may grant rights in PSU Copyright Materials created under a Sponsored Project to an external sponsor commensurate with the purpose of the agreement and the nature of the Sponsored Project, but will not grant a license for Commercial Use in a Sponsored Project agreement unless a separate license to such rights is executed through the Office of Innovation & Intellectual Property.

7.2 For Sponsored Projects or other contracts (e.g., procurement contracts) under which the University is primarily performing a service or allowing use of University equipment without significant intellectual input from Faculty or Staff (e.g., centers with published external user rates in the University Fees and Fines book), the University may assign ownership of Copyright Materials created under the Sponsored Project to the external sponsor provided that Faculty and Staff performing the project acknowledge in writing that for that Sponsored Project:

7.2.1 No students will create Copyright Materials for the Sponsored Project,

7.2.2 Only Copyright Materials created under the Sponsored Project will be assigned, and no previously created Copyright Materials shall be included,

7.2.3 University Faculty and Staff will have no right to use the assigned Copyright Materials unless otherwise permitted, and

1 7.2.4 University Faculty and Staff will have no right to publish the assigned
2 Copyright Materials unless otherwise permitted.
3

4 In addition, the external sponsor must acknowledge in writing that:
5

6 7.2.5 No export-controlled information in the Copyright Materials will be assigned,
7 and

8 7.2.6 The University is under no obligation to seek export control licenses for such
9 information.
10

11 VI. Procedure

12 1. Policy Interpretation and Dispute Resolution

13 1.1 This policy and its implementation may require interpretation and review. University
14 stakeholders should make every attempt to resolve disputes informally with the
15 assistance of one or more of the following: the Office of Innovation & Intellectual
16 Property (for overall policy clarification and matters regarding Commercial Use of PSU
17 Copyright Materials), the Office of Academic Affairs (for issues involving Course
18 Materials and Separate Agreements), and the Sponsored Projects Administration (for
19 obligations or issues related to Sponsored Projects).
20
21
22

23 1.2 If informal procedures and consultation do not provide resolution of a dispute or policy
24 issue, University stakeholders may request that the President convene a Copyright
25 Advisory Committee to recommend a resolution to the President. The Copyright
26 Advisory Committee will be composed of five (5) members. The committee shall be
27 chaired by the President or President's designee, and shall have two administrative
28 members appointed by the President or designee and two faculty members appointed by
29 the presiding officer of the Faculty Senate. The committee members appointed will not
30 have participated in the informal dispute resolution process in Paragraph 1.1 above. The
31 committee shall be convened and meet to hear the dispute within fifteen (15) working
32 days of the declaration of any stakeholder in Paragraph 1.1 that an informal resolution is
33 not possible. The committee will generate a written report with their recommendation,
34 including findings and rationale for their decision. The President or designee will make a
35 decision regarding the dispute or policy issue within twenty (20) working days after
36 receipt and review of the Copyright Advisory Committee's recommendations. If the
37 stakeholder is not represented by a union, the President's decision will be final and
38 binding.
39

40 1.3 If the stakeholder is a member of a bargaining unit and is not satisfied with the
41 President's decision in Paragraph 1.2, a grievance may be initiated at the [President's Step](#)
42 of the relevant contractual grievance procedure. The President's review of the decision
43 will be a request for reconsideration of their initial decision. If, upon reconsideration, the
44 member is still not satisfied with the decision, the bargaining unit representative can
45 proceed to arbitration in accordance with their collective bargaining agreement.
46

47 1.4 Paragraphs 1.2 and 1.3 of this Section (Policy Interpretation and Dispute Resolution) do
48 not apply to disputes arising under Paragraph 2.5 (Sharing of Course Materials), except

1 in cases in which it is alleged that a University administrator has violated this Policy.
2 Disputes among Faculty members regarding use of Copyright Materials are best resolved
3 using informal mechanisms.
4

5 1.5 This Policy Interpretation and Dispute Resolution section does not limit any other
6 remedies provided by law.
7

8 2. **Revenue.** On a quarterly basis, and after the recovery of reasonable direct expenses, the Office of
9 Innovation & Intellectual Property shall distribute any licensing revenue received by the University
10 for the granting of licenses to PSU Copyright Materials, including fees, milestone payments,
11 running royalties, liquidated equity, and any other cash received, in the manner described below. It
12 is the intent of the University that licensing revenue distributed internally be used as long as
13 available to support ongoing innovation activities of the unit that generated the licensed PSU
14 Copyright Material, and that such funds should not be removed from the assigned department,
15 school, college, or project, or charged administrative overhead fees for their use.
16

17 2.1 For PSU Copyright Materials that are under continual development within the
18 University or licensed non-exclusively primarily to end users or consumers of the
19 materials:
20

21 2.1.1 10% to the Office of Innovation & Intellectual Property, and

22 2.1.2 90% to an internal account controlled by the lead Faculty or Staff on the project
23 that created the PSU Copyright Materials.
24

25 2.2 For PSU Copyright Materials in substantially complete form that are licensed for
26 Commercial Use to third parties who have responsibility for selling the PSU Copyright
27 Materials to end users or consumers:
28

29 2.2.1 12.5% to the department or center in which the author(s) or creator(s) of the PSU
30 Copyright Materials primarily developed the PSU Copyright Materials,

31 2.2.2 12.5% to the college in which the department or center is housed

32 2.2.3 25% to the Office of Innovation & Intellectual Property, and

33 2.2.4 50% directly as royalties to the author(s) or creator(s) of the PSU Copyright
34 Materials.
35

36 2.2.4.1 If there are multiple authors/creators, or contributors who are not legal
37 authors/creators but whose contribution the authors/creators would
38 like to recognize, PSU requires the authors/creators to reach written
39 agreement, recorded with the Office of Innovation & Intellectual
40 Property, on how to further divide this 50%. If no agreement can be
41 reached, the Vice President for Research will decide on the revenue
42 split for the authors/creators. If the faculty member is not satisfied
43 with the Vice President for Research's decision, the faculty member or
44 any dissatisfied stakeholder can pursue dispute resolution as provided
45 in Section 1 (Policy Interpretation and Dispute Resolution).

46 VII. Links to Related Forms

47

48 Name As It Appears In the Form Title, with hyperlink

1. Disposition of Copyrights in Joint Works
2. Internal Acknowledgement for Assignment of Copyright to a Sponsor

VIII. Links to Related Policies, Procedures or Information

This is where the University could reference a Copyright Handbook, for instance, or a form.

1. Case studies and examples of Copyright Policy in practice. (TBD)
2. PSU Copyright Guidebook. (TBD)

IX. Contacts

If you have any questions regarding this policy, please contact the [Office of Innovation & Intellectual Property](#) at (503) 725-8454 (for policy clarification and matters regarding commercialization of intellectual property), the [Sponsored Projects Administration](#) at (503) 725- 8306 (for obligations stemming from sponsored activity), or [Office of Academic Affairs](#) at (503) 725-3422 (for issues involving Course Materials and Separate Agreements).

X. History/Revision Dates

Adoption Date: May 20, 2020

Revision Date:

Next Review Date: May 20, 2025

XI. Policy Adoption/Reaffirmation/Revision Approvals

Approved  Date May 20, 2020

PORTLAND STATE UNIVERSITY PRESIDENT

Approved  Date May 20, 2020

PORTLAND STATE UNIVERSITY GENERAL COUNSEL

Disposition of Copyrights in Joint Works (Sample Form 1 to Copyright Ownership Policy)

When individuals collaborate to author Copyright Materials, a "joint work" often results, in which all the rights holders jointly hold nonexclusive rights to use the work. For example, Copyright Materials may be authored or created by both Faculty and Staff working on a project and this collaboration may result in a joint work(s) where the copyright is owned jointly by both the University and the Faculty member(s) and the work created is both PSU Copyright Materials and Faculty-owned Copyright Materials. Prior to authoring or creating such works, Faculty, other University employees, and students who collaborate with each other or with non- University third-parties (e.g., volunteers, visitors, other collaborators) are encouraged to describe or determine the disposition of the resulting copyright.

1 This form is intended to provide a mechanism for such determination or disposition. Is it not required,
2 but encouraged that Faculty and Staff think through and record such dispositions using this form or
3 another mechanism.

4
5 **Participant Information** (repeat as necessary)

6 *Name:*

7 *Address:*

8 *Preferred e-mail:*

9
10 **Who at PSU & Why: Core Innovation Information**

11 *Lead(s):*

12 *Project Title:*

13 *General Innovation/Creation Goals:*

14
15 **What & How: Works Information**

16 *Key Innovation Artifacts we plan to create:*

17 *Funding Sources (if any):*

18
19 **When: How we share Innovation Artifacts & with whom we share them**

20 *Please list the intended use of the items to be created, and how they are intended to be shared and with whom. Which of the*
21 *participants may use the items, and how?*

22
23 **Credit & Revenue**

24 *Credit/Authorship Attribution of Participants:*

25 *Revenue Management: (in the event that PSU Copyright Materials are licensed to a third party, or if any participant*
26 *independently sells or licenses items created for the Project, how will available revenue be distributed among*
27 *the participants?)*

28
29 **Other Obligations**

30 *Please list any and all additional conditions or conflicting agreements and obligations.*

31
32 **Internal Acknowledgement for Assignment of Copyright to a Sponsor**
33 **(Sample Form 2 to Copyright Ownership Policy)**

34
35 For Sponsored Projects or other contracts (*e.g.*, procurement contracts) under which the University is
36 primarily performing a service or allowing use of University equipment without significant intellectual
37 input from Faculty or Staff (*e.g.*, centers with published external user rates in the University Fees and
38 Fines book), the University may assign ownership of Copyright Materials created under the Sponsored
39 Project to the external sponsor, provided that Faculty and Staff performing the project acknowledge in
40 writing the items outlined below.

41
42 This form is intended to provide a mechanism for such acknowledgment. Prior to agreeing to assign
43 copyright to a Sponsor of a Sponsored Project, the principal investigator for the project should
44 acknowledge in writing that:

- 45
46
 - No students will create Copyright Materials for the Sponsored Project,
 - Only Copyright Materials created under the Sponsored Project will be assigned, and no

47
48 previously created Copyright Materials shall be included,

- 1 • University Faculty and Staff will have no right to use the assigned Copyright Materials unless
2 otherwise permitted, and
3 • University Faculty and Staff will have no right to publish the assigned Copyright
4 Materials unless otherwise permitted.
5

6 PIAF: _____
7 Sponsor: _____ Acknowledged by
8 Faculty: _____
9

10 In addition, in a separate correspondence or record, the Sponsor should acknowledge in writing that:

- 11
12 • No export-controlled information in the Copyright Materials will be assigned, and
13 • The University is under no obligation to seek export control licenses for such
14 information.
15
16

1 ***LETTERS OF AGREEMENT #1 - #5***

2
3 **LETTER OF AGREEMENT—LOA #1: ACADEMIC FREEDOM TASK FORCE**

4
5 The University and Association endorse the creation of a Task Force on the State of Academic Freedom at
6 Portland State University, to include representatives from the Association, Faculty Senate, and the Office
7 of Academic Affairs. The specific charge and composition of the Task Force would be determined in
8 consultation with the Faculty Senate Steering Committee. The University and Association jointly recognize
9 that the protection of academic freedom in a changing political and technological environment raise issues
10 that are deserving of sustained study by such a Task Force.

11
12
13
14

1 **LETTER OF AGREEMENT—LOA #2: RESEARCH BRIDGE FUNDING PILOT PROJECT**
2 [\[CORRECTED from Errata MOA #3\]](#)

3
4 The University and the Association share interests in stability for employees, retaining high quality research
5 faculty and staff, and maintaining productive research programs. Tenure-related and non-tenure track
6 research faculty occasionally experience breaks in external funding, which can result in loss of employment
7 to personnel critical to the continuation of their research programs and the University. Access to short-
8 term bridge funding assists such faculty members in maintaining adequate levels of staffing so they can
9 work to secure new funding and thus maintain their research program.

10
11 The University will establish a Research Bridge Fund of \$70,000 each year for fiscal years 2021 and 2022.
12 Monies remaining from the balance of the Faculty Travel Awards Account will be used to cover the costs
13 of the bridge funding. These funds are to be used, at the discretion of the Vice President of Research and
14 Graduate Studies, to support continued employment of non-tenure track research faculty and staff who
15 would be terminated or experience a significant loss of FTE without such funding. If all of the monies in
16 the Research Bridge Fund are not spent at the end of fiscal year 2021, these monies may carry over to fund
17 the allocation for fiscal year 2022.

18
19 The Vice President for Research and Graduate Studies will provide faculty the opportunity to apply to the
20 program each quarter using the criteria previously established in collaboration with the Research Bridge
21 Fund Advisory Committee as part of the extension of the pilot program. The Vice President for Research
22 and Graduate Studies retains the right to alter the administration of the program as long as the focus and
23 intent of the program does not change. Prior to any changes to the program that change eligibility or
24 accessibility criteria, the VP-RGS will meet and discuss those proposed changes with PSU-AAUP and will
25 allow PSU-AAUP to provide feedback about the proposed changes. PSU-AAUP will be informed of any
26 alteration of the program.

27
28 At the end of fiscal year 2022, the Office of Research and Graduate Studies will prepare a report regarding
29 use and operation of the Research Bridge Fund and shall provide the report to the Association.

30
31 This Letter of Agreement will become effective upon signature and ratification and shall be attached to the
32 contract.

33
34 *Program Description*

35
36 **PSU Research Bridge Funding Program**

37
38 **What are bridge funds?**

39 Bridge funds are available on a competitive basis from the Office of Research and Graduate Studies to
40 provide temporary salary and fringe benefit support to non-tenure-related employees critical to sustaining
41 research programs and sponsored activities in instances where an external research grant or funding source
42 has expired, where a hiatus in funding would jeopardize the research, and where renewal of funding is
43 expected in the near future. The funds are for one-time-time support only in cases where the Principal
44 Investigator (PI) has experienced a significant reduction in extramural funding.

45
46 **Note:** The Bridge Funding Program is not intended as for 'pilot' or 'seed' funding.

47
48 **Eligibility**

49 A PI is eligible to apply for Bridge Funding, provided they:

- a) Have lost, or will lose most of their extramural funding within six months of the Bridge application deadline and will not have sufficient other funds available to sustain the work;
- b) Has a record of accomplishment as first-author or senior author on publications;
- c) Has made substantial and documented efforts to re-establish funding, and in the opinion of the Dean or Dean-equivalent is likely to be funded again in the next 6 months.

Notes: A funding reduction or shortfall is insufficient by itself to establish eligibility. The Vice President for Research and Graduate Studies may make exceptions to eligibility under unusual circumstances.

Considerations:

- Funding is competitive, and not all applications may be funded.
- Consideration will be given to need, assessment by the Dean or Dean-equivalent, and the strength of the overall research program.
- Because a primary objective is to keep experienced research teams together, priority will be given when project staffing will be lost without a temporary infusion of funds.
- Funding of awards will be made in consultation with academic Deans.
- Individual grants cannot exceed \$25,000 per year.
- Funding will be available for grantees for a maximum of 1 year or until the grantee re-establishes funding from other sources, whichever comes first.
- A financial commitment for support by the college or the department is not required, but will strengthen an application.
- When extramural funding is re-established, all unspent funds must be returned to the Bridge Funding Program to assist other investigators.
- A PI receiving a Bridge Funding award in one year will not be eligible to reapply for at least two years from the initial/last award.
- Any requests for exceptions to eligibility or other elements of this policy must be made in writing, and may be granted by the Vice President for Research and Graduate Studies.

Bridge Funds cannot be used for:

- Salary for tenure-related faculty
- Travel
- To cover budget overdrafts
- Graduate Student tuition
- Administrative costs

Cycle

Applications are considered four times per year. They must be received by 5:00 pm on October 30, January 30, April 30, or July 30. If the deadline falls on a weekend or holiday, applications will be accepted on the next business day.

To Apply and Process:

1. See attached instructions.
2. Submit all forms and documents to your SPA team. The SPA team will review the application, provide relevant budgetary information and context, and submit the information to the faculty member’s Dean for review.
3. The Dean will forward their recommendation to the Associate Vice President for Research (AVPR) in The Office of Research and Graduate Studies for consideration.

4. The AVPR will make the final decision in consultation with the Dean and Vice President for Research and Graduate Studies.
5. Applicants will be notified of decisions within 30 days of receipt of the complete Bridge Funding request.
6. There is no appeal process.

Return on Investment and Assessment

Recipients of Bridge Funding are expected to resubmit their grant or contract applications promptly and aggressively seek other extramural sources of support.

Recipients of Bridge Funding are required, 30 days from the end of the Bridge Funding period, to provide the following information: final accounting of expenditures from the Bridge Funding Program and matching fund sources, a summary of the research that was carried out during the funding period, any publications that resulted, and any grants that were awarded or are pending.

The reports will measure the success of this program and inform program effectiveness.

The Office of Research and Graduate Studies will issue a report each September to the Academic Leadership Team (ALT) and to AAUP on the awards made and outcomes.

[Portland State University
Research Bridge Funding Application Instructions](#)

FOR FACULTY REQUESTING FUNDS

Your submitted application should include the following six required sections **in the order listed**:

1. Bridge award eligibility statement - Please provide one of the eligibility statements below (whichever applies to you) to affirm that you are eligible for a bridge award. If neither applies to you but you believe you are eligible, please contact the Office of Research and Graduate Studies (research@pdx.edu) to request a waiver.

Eligibility statements:

- I will not have more than \$30,000 funding from any source for carrying out any research in my laboratory (either as PI or as a co-investigator on another PI's grant) by 6 months after the due date for this application [example: I am applying Dec 1 and I have a grant expiring May 15. I am eligible.]
 - I am an NTTF Research Faculty and will not have funding for more than 50% of my salary from any source by 6 months after the due date for this application [example: I am applying Dec 1 and by May 15 I am losing my main grant so my salary will drop to 40%. I am eligible.]
2. Curriculum vitae.
 3. Current and Pending Support Documentation for the past 5 years with dollar amounts and funding periods listed for each grant.
 4. Demonstration of attempts to obtain funding (e.g. abstracts of submitted grants, panel summaries, priority scores or other evaluations and comments; do not send complete grant applications). This should include pending research grants with anticipated award date and amount.

5. Description of proposed research (maximum of 3 pages including the bibliography).
6. Budget and Budget Justification, including the money requested through the Bridge Funding Program and any matching funds provided by your department or dean.
7. Statement of how this funding will increase chances of future funding.

Deadlines: October 30, January 30, April 30, or July 30.

Submit all application materials **as one PDF file** to your respective SPA team. Contact spa@pdx.edu if you have submission questions.

LETTER OF AGREEMENT—LOA #3: STUDENT EVALUATION TASK FORCE

The Association and the University agree to jointly recommend that the [Ad-Hoc Committee to Craft Language on Diversity, Equity, and Inclusion for the University Promotion and Tenure Guidelines](#) examine how student evaluations and course surveys should be used in faculty reviews and promotions. The parties recommend that the Ad-Hoc Committee survey the literature on student evaluations to understand the potential bias in these instruments, explore the best practices for evaluating teaching in higher education, and make recommendations for changes to the use of student evaluations in the University Promotion and Tenure Guidelines.

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 PSU-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-AAUP 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

- 1 4. Considering recreational opportunities that would provide a healthier and more family-friendly
2 workplace

3 A report from this committee will be due on April 1, 2016. This report will be in writing and will be
4 submitted to the Faculty Senate Presiding Officer, the President of PSU-AAUP, and the Provost.
5 Thereafter, the Committee is to issue status reports every six months.
6
7

8 **LETTER OF AGREEMENT – LOA #5: TRANSITION INTO PCAR PROCESS AND PCAR**
9 **SALARY INCREASES**

10 [\[CORRECTED from Errata MOA#5\]](#)

11
12 Subject: Letter of Agreement for transition into the AAUP 2021-2024 CBA, [Article 18 Section 2 \(f\)](#)
13 Post Continuous Appointment Review (PCAR) process and PCAR Salary Increases for Non-
14 Tenure Track Instructional Faculty members on continuous appointment (NTTF-CA
15 members).
16

17 *Recitals*

18
19 The parties revised the post continuous appointment review process from every 3 years to after the 5th year
20 in CA and every 5 years following the first review per signed MOU dated May 7, 2019. The parties later
21 negotiated new PCAR review processes with salary increases per signed MOU dated. The parties now seek
22 a transition for Non-Tenure Track Instructional Faculty members on continuous appointment (NTTF-CA
23 members) into the new system that includes PCAR salary increases.
24

25 This will replace the LOA #5 dated April 14, 2021 and corrects the MOU that changed the cycle from 3 to
26 5 years dated May 28, 2020 and was inserted into the new Article 18 of the 2021-24 CBA.
27

28 ***Agreement***

29
30 **PCAR Cycle:**

31 NTTF-CA members who promoted in rank since their Successful Milestone Review or last PCAR shall
32 become eligible for PCAR consistent with Article 18 Section 2 (f) based on the effective date of their
33 successful Milestone Review or successful promotional review increase.
34

35 **PCAR Increase and Effective Date:**

36 All PCAR Effective Dates are tracked using the original continuous appointment effective date as stated
37 on the employee's signed NOA. Successful promotional reviews do not restart the PCAR count unless
38 they are effective on or after September 16, 2021. Prior to September 16, 2021 PCAR was required in the
39 3rd year of post-continuous appointment regardless of eligibility for a promotional review or if a successful
40 promotional review occurred. PCAR increases can be found in [Article 30, Section 6C](#).
41

42 **1. GROUP 1 – PCAR IN THE 3rd YEAR**

- 43 a. NTTF-CA members who received a positive PCAR at the three-year mark as specified in
44 the 2015-19 CBA and prior to the change to in the 5th year effective May 28, 2020, will be
45 eligible for the newly negotiated PCAR salary increase effective September 16, 2022
46 without the need to undergo another evaluation. Their new PCAR effective date will be the
47 September 16th following the completion of their original/actual PCAR (prior to
48 commencement of the newly negotiated salary increase).

1
2 EXAMPLES FOR GROUP 1: include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	Year 3 Review Occurred Under 2015-19 CBA	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs Under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

3
4 **2. GROUP 2 – PCAR FOLLOWING THE 3RD YEAR:**

5 a. NTTF-CA members who received a positive PCAR following the three-year mark as
6 **specified in the University P&T Guidelines** and prior to the change to in the 5th year
7 effective on May 29, 2020, will be eligible for the newly negotiated PCAR salary increase
8 effective September 16, 2022 without the need to undergo another evaluation. Their new
9 PCAR effective date will be the September 16 following Year 3, to re-align this group with
10 the 2015-2019 CBA and the new 2021-2024 CBA.

11
12 EXAMPLES FOR GROUP 2: include all CA effective dates from 9/16/2016 to 9/16/2017 whose review
13 occurred **AFTER** year 3.

CA Start Date	Year 1	Year 2	Year 3 PCAR Should have Occurred	Year 4 PCAR Occurred FOLLOWING Year 3	Year 1 Same as Year 4	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2022-23	2023-24	2024-25

14
15 **3. GROUP 3 – SIMULTANEOUS PROMOTION AND PCAR IN THE 3RD YEAR:**

16 a. NTTF-CA members whose promotional reviews and PCARs occurred simultaneously in
17 the 3rd year as specified in the 2015-19 CBA, will be eligible for the newly negotiated
18 PCAR salary increase effective September 16, 2022 without the need to undergo another
19 evaluation. Their new PCAR effective date will be the September 16th following the
20 completion of their original PCAR promotional reviews.

21
22 EXAMPLES FOR GROUP 3: include all CA effective dates from 9/16/2016 to 9/16/2018

CA Start Date	Year 1	Year 2	Year 3 PCAR and Promotional Review Occurred under 2015-19 CBA	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5-year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

23
24
25 **4. GROUP 4 – SIMULTANEOUS PROMOTION AND PCAR FOLLOWING THE 3RD YEAR:**

- 1 a. NTTF-CA members whose promotional reviews and PCARs occurred simultaneously
 2 following the 3rd year as specified in the University P&T Guidelines, will be eligible
 3 for the newly negotiated PCAR salary increase effective September 16, 2022 without the
 4 need to undergo another evaluation. Their new PCAR effective date will be the September
 5 16th following the completion of their promotional review to re-align this group with the
 6 2015-19 CBA and the new 2021-2024 CBA.
 7

8 **EXAMPLES FOR GROUP 4:** include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	Year 3 PCAR Should have Occurred	Year 4 PCAR and Promotional Review Occurred FOLLOWING Year 3	Year 1 Same as Year 4	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5- Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2022-23	2023-24	2024-25

9
10 **5. GROUP 5 – PROMOTION IN LIEU OF PCAR:**

- 11 a. Recognizing that some NTTF-CA members were permitted to opt-out of PCAR even
 12 though the option was not available under the original 3-year cycle language, NTTF-CA
 13 members who underwent a promotional review in the 3rd year or following the 3rd year of
 14 Continuous Appointment, in lieu of a PCAR review, will be eligible for the newly
 15 negotiated PCAR salary increase effective September 16, 2022 without the need to undergo
 16 another evaluation. Their new PCAR effective date will be the September 16th following the
 17 completion of their promotional review.
 18

19 **EXAMPLES FOR GROUP 5:** include all CA effective dates from 9/16/2016 to 9/16/2017.

20
21 **Promotion in the 3rd year of CA in Lieu of PCAR:**

CA Start Date	Year 1	Year 2	Year 3 Promotional Review Occurred in lieu of a PCAR	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5- Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

22
23 **Promotion following the 3rd year of CA in Lieu of PCAR:**

CA Start Date	Year 1	Year 2	Year 3	Year 4 Promotional Review Occurred in lieu of a PCAR following Year 3	Year 1	Year 2	Year 3	Year 4	Year 5 Review occurs under 5- Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26

1 **6. GROUP 6 – NO PCAR CONDUCTED IN THE 3RD YEAR:**

- 2 a. NTTF-CA members who did not receive a PCAR review in the 3rd year as specified in the
3 2015-19 CBA, **will undergo an evaluation this year (2021-22)** and, if the review is
4 positive, will be eligible for the newly negotiated PCAR salary increase effective September
5 16, 2022. Their new PCAR date will be the September 16th following the year their original
6 PCAR should have occurred.
7

8 **EXAMPLES FOR GROUP 6:** include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	Year 3 PCAR Should have occurred	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5- Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

9
10 All other PCAR Increases and Effective Dates:

11
12 **7. GROUP 7 – EFFECTIVE DATES STARTING 9/16/2018:**

- 13 a. Due to the change in PCAR count from 3 to 5 years effective May 28, 2020, those NTTF-
14 CA members with a CA Start date on or after 9/16/2018 will add 2-years to the 3-year
15 benchmark, to reach the required 5 years for PCAR. All NTTF-CA member PCAR
16 effective dates will be tracked using the original continuous appointment effective date as
17 stated on the faculty member’s signed NOA.
18

19 **EXAMPLES FOR GROUP 7:** include all CA effective dates on or after 9/16/2018 and those NTTF-CA
20 who were scheduled for a PCAR on or after academic year 2020-21.
21

22 **PCAR review schedule with a CA Start Date on or after 9/16/2020**

CA Start Date	Year 1	Year 2	Year 3	Year 4	Year 5 PCAR Review Occurs
9/16/2018	2018-19	2019-20	2020-21	2021-22	2022-23
9/16/2019	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2020	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2021	2021-22	2022-23	2023-24	2024-25	2025-26
9/16/2022	2022-23	2023-24	2024-25	2025-26	2026-27

23
24 Effective 9/16/2020 NTT-CA instructional faculty members may not apply for promotion and post-
25 continuous appointment in the same year. A faculty member may request to Defer or Opt-out of a PCAR
26 for reasons permitted by AAUP/PSU Article 18 Errata MOU [date pending].
27

28 If a faculty member on Continuous Appointment undergoes a successful promotional review prior to year
29 5 of the post-continuous appointment, their next post-continuous appointment review will occur in the
30 fifth year following the successful promotional review. Year 1 of the next 5-year post-continuous
31 appointment review schedule will start on September 16 of the academic year following the successful
32 review.
33

34 **Successful Rank Promotional Reviews with an effective date on or after 9/16/2020**

Promotional Review Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5 PCAR Review Occurs
9/16/2020	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2021	2021-22	2022-23	2023-24	2024-25	2025-26
9/16/2022	2022-23	2023-24	2024-25	2025-26	2026-27

This LOA shall become effective upon signature and shall remain in effect until the expiration of the parties CBA unless reaffirmed by the parties at successor bargaining.

MEMORANDA OF UNDERSTANDING/AGREEMENT – MOU/MOA #1-#11

**Memorandum of Understanding #1 CREATION SCHOOL OF PUBLIC HEALTH
October 9, 2015 [CORRECTED JUNE 17, 2017 \(PARA 17\)](#)**

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

- 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.
- 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.
- 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.
- 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

1 faculty member with appropriate office space and additional space (e.g. lab space) to do their research,
2 if applicable. The faculty member's tenure line will be released by the department moving to OHSU-
3 PSU SPH to enable the faculty member and the line to move to the new department.
4

5 5. Should the "[Inter-Institutional Agreement related to Joint Graduate Degrees or Certificate in Public](#)
6 [Health Between Oregon Health and Science University and Portland State University](#)," OHSU
7 *Contract #AFF-2014-0354* be terminated prior to June 30, 2020 pursuant to Article I, Section D of
8 the agreement, PSU faculty in the OHSU-PSU SPH shall have reversion rights to be placed in
9 another PSU college or school with the same terms and conditions of employment in place prior to
10 the move to OHSU-PSU SPH.
11

12 6. Promotion, Tenure, Merit Pay, and Post Tenure review committees as required by PSU P&T
13 Guidelines shall be populated with faculty members employed by PSU. OHSU faculty members may
14 be invited to participate on these committees in the same way an outside reviewer would be invited to
15 participate on these committees. The duties of the department chair/chair equivalent and Dean in PSU
16 Guidelines shall be performed as determined by the departmental guidelines and those administrators
17 are ultimately responsible to PSU Provost.
18

19 7. Teaching, research and service expectations for PSU faculty members who move to the OHSU-PSU
20 SPH will be consistent with other PSU faculty. The assignment of additional duties shall be addressed
21 through the AAUP-PSU [CBA Article 30 preamble](#).
22

23 8. Supervision of PSU employees in the OHSU-PSU SPH shall be the responsibility of department
24 chair/chair equivalent who is responsible directly to the Dean who is ultimately responsible to PSU
25 Provost.
26

27 9. All PSU employees in the OHSU-PSU SPH will be granted office space, tools and/or lab space as
28 appropriate to perform their assigned duties. Employees shall be stationed proximate to the
29 institutional resources that are necessary to perform the duties of their position.
30

31 10. PSU employees shall not have their offices or work assignments physically relocated to the OHSU
32 campus without consulting with the affected employee.
33

34 11. Positions established with PSU as their home institution, pursuant to #1 above, shall not be eliminated
35 or reduced for the purposes of creating substantially the same position at OHSU.
36

37 12. PSU employees who work on the OHSU campus shall be provided access and allowed to participate in
38 OHSU phone, text, and email emergency alert systems.
39

40 13. PSU employees who work on the OHSU campus shall be provided remote access capability to PSU
41 student and financial systems, and any other PSU system to which they require access to perform the
42 duties of their position. If remote access is not possible, then PSU employees assigned to work at
43 OHSU who are required to perform specific duties at PSU to utilize PSU systems or resources that are
44 not available remotely shall be provided office space and the tools sufficient to perform their duties at
45 PSU. PSU will provide training on access of these remote systems.
46

47 14. PSU employees in the OHSU-PSU SPH will be provided access to information resources at OHSU as
48 allowed by the OHSU-PSU collaboration agreement. Faculty members with affiliate appointments and
49 a letter from the Dean will be provided with full access to the OHSU Library.

- 1
2 15. All undergraduate students enrolled in the OHSU-PSU SPH will be matriculated at both OSHU and
3 PSU. OHSU-PSU SPH faculty and academic professionals who serve undergraduate students who are
4 PSU employees shall be located proximate to the students they primarily serve. Faculty who have a
5 concern about their work location can request a schedule accommodation and/or a change in work
6 location from the Dean of OHSU-PSU SPH.
7
- 8 16. PSU shall provide dedicated meeting space on PSU campus for OHSU located faculty to have office
9 hours and/or have private one on one conversations with students. This shall include access to
10 computers and PSU systems as necessary to provide guidance to students.
11
- 12 17. PSU shall provide OHSU-PSU SPH employees who have been approved by the Dean as having a need
13 to travel to the OSHU campus with the options below.
14
- 15 a) Reimbursement monthly for the cost to travel to/from the OHSU campus on the OHSU tram,
16 and
17
 - 18 b) Either one of the following:
 - 19 i) Option 1: A non-taxable reimbursement monthly stipend of \$25 toward the cost of the Trimet
20 monthly pass at the PSU employee rate for each month the employee is on contract (or on
21 supplemental summer contract, if necessary), or
 - 22 ii) Option 2: Reimbursement monthly for the actual cost to travel to/from OHSU on Trimet on a
23 per trip basis.
 - 24 iii) Employees shall elect Option 1 or 2 in writing in a memo to the Dean by September 30 of each
25 academic year.
 - 26 iv) Employees may change their election once during the academic year by sending a memo in
27 writing to the Dean. The new election will be effective with the subsequent pay check.
28
 - 29 c) Employees will submit Tram and Option 2 reimbursement requests in writing to the OHSU-PSU
30 Dean's office monthly in a memo from the employee to the Dean that itemizes each trip and cost.
31 Legible copies of receipts shall be attached to the reimbursement request memo. Reimbursement
32 will be provided either on the employee's next paycheck, or on a separate check within 30 days of
33 submission.
34
- 35 18. The parties acknowledge that PSU faculty members and academic professionals who work in the
36 OHSU-PSU SPH are professional employees and shall retain the flexibility they currently enjoy at PSU
37 and consistent with the needs of the school/department/unit. The OHSU-PSU SPH will establish a
38 shared governance procedure that will include the creation of a comprehensive and faculty-approved
39 set of the OHSU-PSU SPH bylaws and will be consistent with PSU Faculty constitution.
40
- 41 18. PSU employees in the OHSU-PSU SPH who need to travel between the OHSU campus, PSU campus,
42 and/or Collaborative Life Sciences Building on the South Waterfront shall be granted adequate travel
43 time to and from those sites to attend required meetings, and/or other teaching assignments, and/or
44 other assigned tasks or meetings.
45
- 46 19. PSU agrees to provide prior notice to AAUP of any decisions that are being contemplated that could
47 alter the wages, hours, and working conditions and other benefits of AAUP bargaining unit members
48 employed in the OHSU-PSU SPH.
49

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 units³ (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.
- 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

³ 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).

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

7
8 Alignment, synergies and innovations may be demonstrated by congruence and/or complementarity of
9 the academic curricula offered by the initiating unit and the new academic home; congruence and/or
10 complementarity of the initiating unit’s discipline(s) with the disciplines in the new academic home;
11 and potential for new or expanded collaborations with regard to curriculum development, existing
12 degree programs, faculty and student scholarship, community engagement and strategic enrollment
13 management. The impact on stakeholders (including and especially students) should be assessed, and
14 they should be given adequate notice as to changes in the academic unit’s reorganization within the
15 university. (See item A-4 in Section IV)

17 **III. Steps in Proposal Development**

18
19 The chair or designated representative of the initiating unit will:

- 20
21 A. Discuss the proposed move with faculty ² within the initiating unit to gauge interest. At this
22 point in the process, the discussions are to determine whether there is sufficient interest in
23 exploring moving a unit to a new academic home. A vote will be taken, in accordance with
24 existing departmental guidelines, to determine if the chair or designated representatives may be
25 empowered to launch a full exploration of the possible transfer of the academic unit. Units are
26 highly encouraged to consider the needs of all members of the unit including non-tenure track
27 faculty and academic professionals.
- 28
29 B. If the vote is positive, the designated department chair or representatives will meet with the
30 deans of current and potential new academic home(s) to discuss ideas and rationale for an
31 academic home.
- 32
33 C. Draft a proposal that outlines the rationale and expectations associated with changing from the
34 current and new academic homes (see Section IV below and OAA policies).
- 35
36 D. It is recommended that the unit inform the Educational Policy Committee at this stage of
37 conversation; prior to the development of a formal proposal.
- 38
39 E. Meet with the deans of the current and new academic home, the Vice Provost for Academic and
40 Fiscal Planning, the Dean of the Graduate Studies and Provost to discuss draft proposal and
41 obtain feedback from the deans and Provost about the proposed move. The proposal may be
42 modified to clarify mutual expectations about resources, governance and other issues related to
43 the move.
- 44

2 Faculty as defined by the academic unit

1 F. A vote will be taken in accordance with existing departmental guidelines. Two-thirds of the
2 voting eligible faculty, as defined by the academic unit, must be in support of the move to a new
3 department.
4

5 G. If proposal receives two-thirds affirmative vote, complete the proposal and submit to the deans
6 as the first step in the existing process for creation, elimination and alteration of academic units
7 (see review process at <http://www.pdx.edu/oaa/academic-units>).
8

9 **IV. Proposal**

10
11 A. All requests for change of academic home should include answers to the following questions:
12

13 1) *Objectives*: What are the goals and objectives of the proposed move?
14

15 2) *Current Status*: What is the current status of the unit with regard to:
16

17 a. Academic degree programs offered (graduate and undergraduate degrees,
18 minors and certificates) and current numbers of students enrolled in each
19 program

20 b. Scholarly activity (including grants and contracts and amount of extramural
21 dollars generated in the past three years)

22
23 c. Existing collaborations of significance at the local, state, national and/or
24 international levels
25

26 d. Vision and mission of the department
27

28 e. Size of staff, including number of faculty, staff and student workers
29

30 f. Number of untenured (tenure-track), tenured, non-tenure track Faculty (NTTF)
31 (with lengths of contracts), academic professionals, adjunct faculty, and graduate
32 assistants with median salary and salary ranges for each
33

34 g. Number and responsibilities of graduate students (if relevant), current stipends
35 and graduate tuition remission
36

37 h. Budget allocated to the unit
38

39 i. A completed RCAT planner
40

41 j. Space allocation, including number of offices for faculty, staff, students,
42 administrators, and any other spaces (e.g., labs, conference rooms, supply rooms)
43 used by the unit
44

45 k. Specialized accreditation (if relevant)
46

1 l. Existing connections and collaborations with the current and new academic home
2 including past/current collaboration of faculty, staff and students, joint programs
3 or appointments and affiliations with relevant centers and institutes
4

5 3) *Rationale for Reorganization*: What are the expected benefits to the initiating unit associated
6 with relocation to a new academic home? Include a costs/benefits analysis, as possible.
7 Responses should address the alignment, synergy and innovation elements outlined in
8 the first point of the Principles section.
9

10 Also, under consideration will be the initiating unit’s history (how long initiating unit has
11 been in current academic home, rationale for the shift, any conversations that have
12 already taken place). Where appropriate, the initiating unit may provide a description of
13 the criteria used to select the new academic home and a summary of where similar units
14 are housed at comparator institutions.
15

16 4) *Impacts*: What are the anticipated positive and negative impacts of the proposed transfer
17 on the current academic home and the new academic home? On other departments,
18 units? On the university? On students? How will this move affect the current and new
19 academic homes’ organization?
20

21 a. Impact on current students (both graduate and undergraduate). Include an
22 evaluation of the following:
23 i. College- or school-specific requirements in the new and current academic
24 homes
25 ii. types of degrees conferred, including major and minor requirements
26 iii. number and types of required courses
27 iv. student services (including academic mentors and advisors)
28 v. other
29

30 b. Impact on current faculty and staff, especially as it relates to tenure and
31 promotion decisions
32

33 c. Impact on resources (number of positions, space, equipment, time)
34

35 d. Impact on quality of program, including the impact on the following aspects:
36 i. student recruitment
37 ii. time to graduation and graduation rates
38 iii. specialized accreditation
39 iv. interdisciplinary efforts
40 v. scholarly productivity
41 vi. other
42

43 e. Impact on external constituents (alumni, donors, community and industry
44 partners), including any existing agreements and expected changes to existing
45 agreements
46

47 f. Impact on other departments and offices in both current and new academic
48 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.

1. Budget and personnel transfers will take place in the timeline deemed appropriate

**Memorandum of Understanding #2 PROVISIONAL PT GUIDELINES SCHOOL PUBLIC HEALTH
November 2, 2016**

1 **Subject: Provisional Promotion and Tenure Guidelines for the OHSU/PSU Joint School of**
2 **Public Health (JPH)**
3

4 *Recitals*

5 The JPH was established in AY 2015-16. The PSU School of Community Health (SCH) moved from
6 CUPA to JPH on or about July 1, 2016. The JPH does not yet have approved promotion and tenure
7 guidelines. Several faculty members in JPH are eligible for promotion in academic year 2016-17. The SCH
8 P&T guidelines were recently revised to fully comport with the rank changes made in 2014.
9

10 *Agreement*

11 The parties agree that the JPH shall use the [SCH P&T guidelines](#) for promotions and post tenure review of
12 PSU faculty in 2016-17 and until such a time that they are replaced by approved JPH P&T Guidelines.
13

14 Members in JPH who were formerly members of the Health Management and Policy and the Health
15 System and Policy degree programs from the Division of Public Administration, Mark O. Hatfield School
16 of Government (HSMP), shall use the Division of Public Administration P&T Guidelines until they are
17 replaced by approved JPH guidelines, and as necessary, the process may include JPH faculty, PA Division
18 faculty, or other appropriate PSU faculty whose faculty appointment and scholarly interests are aligned
19 with those of the faculty under review.
20
21

22 **Memorandums of Agreement #3 ADVISING REDESIGN IMPLEMENTATION**
23 **March 14, 2018**
24

25 **Subject: Impact of the Implementation of the Academic and Career Advising Redesign**
26

27 *Recitals*

28
29 The University will implement the [Academic and Career Advising Redesign recommendations through a](#)
30 [multiphase plan](#). The parties wish to reach agreement on those aspects of the plan that fall within the
31 University's and Association's scope of bargaining.
32

33 *Agreement*

34
35 All sections of this agreement apply to “professional advisors” who are supervised within the coordinated
36 advising structure and identified in Appendix 1 [NOT INCLUDED IN THIS CBA]. This group may
37 change over time.
38

39 In addition to “professional advisors,” there are “other advisors” who have FTE allocated to advising
40 activities and assigned advising caseload, who are also engaged in the common advising practices.
41

42 For the purposes of this agreement, the word “advisor” refers to both “professional Advisors” and “other
43 advisors” unless otherwise specified, and/or as specified in the paragraph below.
44

45 Only the sections of this agreement titled *Advisor Assignments* and *Advisor Professional Development, Training*
46 *and Support* apply to “other advisors”. As of the date of this agreement, the current “other advisors” are
47 identified in Appendix 2 (NOT INCLUDED IN THIS CBA). This group may change over time.
48

49 **Advisor Caseload and Workload**

- 1
- 2 1. Pathway Advising Directors, in agreement with the Associate Vice Provost for Advising and Career
- 3 Services, will assign advisor caseloads in a fair manner which considers all required advisor duties and
- 4 responsibilities. Workload may vary among advisors.
- 5
- 6 2. The Associate Vice-Provost for Advising Career Services, in consultation with Pathway Advising
- 7 Directors and individual advisors, will re-assess advisor caseloads and workload at least once a year
- 8 beginning Summer Term 2019.
- 9
- 10 3. Advisors will exercise professional judgment to manage their job duties and responsibilities in
- 11 consultation with their supervisors.
- 12
- 13 4. Advisors may raise concerns about their position, workload or other work-related issues with their
- 14 supervisor. If no resolution occurs within a reasonable amount of time, advisors may meet directly
- 15 with the Associate Vice Provost to discuss the issue. If there is no resolution that occurs within a
- 16 reasonable time, workload issues can be elevated to the ad hoc committee as referenced in [Article 17,](#)
- 17 [Section 10](#) in the Collective Bargaining Agreement.
- 18

19 **Appointment Scheduling**

- 20
- 21 1. Professional Advisor support needs, and resources allocated for scheduling may vary by Pathway.
- 22
- 23 2. The work that professional advisors do involves projects, committees and paperwork associated with
- 24 advising students, and time will be allocated for that work.
- 25
- 26 3. Professional Advisors will exercise their professional judgment when scheduling their availability and
- 27 appointments with students in consultation with their Pathway Advising Directors.
- 28
- 29 4. Each Pathway, in agreement with the Associate Vice Provost for Advising and Career Services, will
- 30 determine the process for providing drop-in advising.
- 31

32 **Advisor Professional Development, Training & Support**

- 33
- 34 1. Advisors will receive any training relevant to Student Advising Milestones, exploratory advising,
- 35 interdisciplinary major advising and cross training within and across pathways, and generally any
- 36 training necessary to perform the duties of the position. Advisor training will be ongoing, iterative and
- 37 inclusive, and will be provided on an as-needed basis.
- 38
- 39 2. Pathway Advising Directors and the Associate Vice Provost for Advising and Career Services will seek
- 40 input and receive requests for training from advisors, and will be responsive to advisor training needs.
- 41
- 42 3. Advisor training is not professional development pursuant to [CBA Article 19](#). Advisor training related
- 43 to Academic and Career Advising Redesign will be provided by PSU. Professional Development and
- 44 training activities will be conducted during work time.
- 45
- 46 4. Advisors will engage students in the Student Advising Milestone topics; that engagement will not be a
- 47 replacement for the services and expertise provided by Career Services, Financial Aid and Student
- 48 Financial Services. Advisors will be provided a direct point of contact to support the delivery of
- 49 Student Advising Milestone content, as necessary (e.g., direct phone line access to Financial Coaches in

1 Student Financial Services).

2
3 **Advisor Location and Work Environment**
4

- 5 1. Professional advisors, as listed in Appendix 1 [NOT INCLUDED IN THIS CBA], will have
6 workspace comparable to what they had prior to the implementation of the Academic and Career
7 Advising Redesign recommendations. Comparability shall be based on functionality, such as: capacity
8 to have private conversations with students; sufficient space and chairs to have meetings with students;
9 and computer, phone and other resources typically required in the position.

10
11 **Advisor Roles and Responsibilities**
12

- 13 1. No professional advisor whose position resides in the [Advisor/Counselor 2 job family](#) will have their
14 position moved to the Advisor/Counselor 1 job family as a result of the Academic and Career
15 Advising Redesign.
16
17 2. Professional advisors will have one assigned supervisor (supervisor of record) to whom they report.
18 Pathway Advising Directors and the Associate Vice Provost of Academic and Career Advising Services
19 will communicate as necessary to relevant department chairs/program directors and school /college
20 academic leadership that work will be assigned to advisors in a way that respects and acknowledges the
21 advisors' primary responsibility is to advising.
22

23 **Personnel Evaluation and Supervision**
24

- 25 1. The parties recognize the coordinated Advising structure as the "unit" in [Article 17 Section 8 \(b\)](#). A
26 common set of performance criteria will guide the evaluation process. To the greatest extent possible,
27 evaluation processes across Pathways will be consistent in design and application.
28

29 **Implementation**
30

- 31 1. Issues that are not resolved about the impacts of the Academic and Career Advising Redesign should
32 be brought to the Labor Management Committee.
33
34 2. This agreement shall become effective upon ratification.
35
36 3. This MOA shall become an addendum to the 2015-19 Collective Bargaining Agreement between the
37 parties. The parties shall determine what elements of this agreement shall be retained, and how it will
38 be incorporated in the successor agreement at the time it is negotiated.
39

40 **Memorandum of Agreement #4 SPH GRADER ASSIGNMENT PROCEDURE**

41 **March 1, 2019**
42

43 **Subject: School of Public Health (SPH) Grader Assignment Procedure**
44

45 Purpose
46

47 This Procedure is established to provide guidelines for the assignment of graders to instructors of
48 Undergraduate courses in the SPH that are consistent and equitable.
49

1) Definitions

- a) Grader: A graduate-level student worker who provides grading support to an assigned instructor for a specific course. Graders are not Graduate Teaching Assistants because Graders do not have direct or indirect classroom and/or laboratory instructional responsibilities.
- b) Course Enrollment: The official registration count recorded in Banner.
- c) Instructor: The faculty member of record assigned to teach a specific undergraduate course.

2) School of Public Health Grader Assignments

- a) Grader assignments for undergraduate courses taught by instructors in SPH shall be based on numerical corridors tied to course enrollment per the table below for each assigned course per term. The Associate Dean Academic Affairs (AD/AA), in consultation with the faculty member, shall make the final decision about assigning grader support to each course. If a Graduate Teaching Assistant (GTA) is assigned to an instructor, the instructor will not be eligible for grader support.

Enrollment	Grader Hours per Course
45-49	40
50-74	50
75-99	100
100-124	125
125-149	150
150+	175

The Associate Dean Academic Affairs (AD/AA), in consultation with the faculty member, shall make the final decision about assigning grader support to each course. If a Graduate Teaching Assistant (GTA) is assigned to an instructor, the instructor will not be eligible for grader support.

3) Grader Duties

- a) A grader assigned to an undergraduate course in the SPH may be a current graduate student or have earned a graduate degree in a relevant discipline; graders may not be enrolled in the degree program in which the course they are supporting is offered.
- b) Graders may be assigned the following responsibilities:
 - i) Marking multiple choice, true/false, fill-in-the blank, and short-answer quizzes, exams or other assessments based on an instructor-provided answer key. Graders may assign the total earned grade to such assessments;
 - ii) Preliminary review and marking of long-answer, essay, and research paper assessments.

- 1 The instructor must review and complete the final marking of such assessments, and assign
2 the grade;
- 3 iii) Data entry of exam/assessment scores for record keeping and calculation of final course
4 grades. (Graders shall *not* enter course grades in Banweb);
 - 5 iv) Clerical/administrative support such as scanning, copying, transcribing, and formatting of
6 assessment instruments;
 - 7 v) Distribution and collection of assessments.
- 8
- 9 c) Graders may *not* be assigned instructional responsibilities such as:
 - 10 i) Responding to online course discussion group postings;
 - 11 ii) Preparation of instructional content;
 - 12 iii) Responding to student email inquiries or requests for additional instruction;
 - 13 iv) Meeting with individual students or student groups to provide feedback on assessment of
14 course assignments or other forms of instruction;
 - 15 v) Routine maintenance and posting of course materials to online platforms (D2L);
 - 16 vi) Exam proctoring;
 - 17 vii) Having direct classroom and/or laboratory instructional responsibilities; or,
 - 18 viii) Holding office hours for the purpose of personal contact with students.
 - 19
 - 20 d) Graders shall be oriented to their responsibilities by the course instructor.

21

22 4) Hiring Protocols and Course Section Eligibility

- 23
- 24 a) When possible, the course instructor may identify and recommend to the Program Director
25 and the Associate Dean for Academic Affairs (AD/AA) student(s) who they believe are
26 qualified to be a grader for a specific course.
- 27
- 28 b) Grader hiring decisions shall be made by the AD/AA.

29

30 5) Grader Support Request Procedure

- 31
- 32 a) The instructor shall submit an enrollment projection for each course section they are teaching
33 by no later than four weeks prior to the commencement of the term grader support is
34 requested.
- 35 b) At the time the course section grader support request is submitted, the instructor shall submit a
36 list of recommended or requested graders.

37

38 This MOA shall become an addendum to the parties Collective Bargaining Agreement and shall be added
39 to the language of the CBA as the parties deem appropriate when the successor agreement is compiled.

40

41

42 Memorandum of Agreement #5 COE DOCTORAL COMPENSATION POLICY

43 September 16, 2020

44

45 **Subject: College of Education (COE) Doctoral Compensation Policy**

46

47 *Recitals:*

1 The Faculty in COE have determined that the 2015 11Nov17 MOU GSE Release Time Policy is no longer
2 suitable to the needs of faculty members to receive compensation at the time the work is performed. The
3 parties wish to empower a new agreement that resolves that issue.

4
5
6 *Agreement:*

- 7 1. The parties agree to adopt the Doctoral Faculty Workload Release Policy dated September 16,
8 2020 for implementation commencing in Fall term 2020. It is attached as Appendix A [BELOW].
9
- 10 2. Should COE seek modifications to the policy, the University shall provide notice to the
11 Association of those modifications prior to implementation.
12
- 13 3. This MOA and the policy will be incorporated in the successor Collective Bargaining Agreement as
14 an Appendix during housekeeping.
15
16

17 **MOA COE Doctoral Faculty Workload Release Policy**
18 **Appendix A**
19 **COE Doctoral Faculty Workload Release Policy**
20

21 The Doctoral Faculty Workload Release Policy in the College of Education (COE) details how faculty are
22 released from teaching when they serve as core advisors of doctoral students and dissertation chairs or
23 dissertation committee members. This policy defines the responsibilities of doctoral faculty roles and how
24 workload release is provided for COE faculty who serve as core advisors, dissertation chairs and
25 dissertation committee members for COE doctoral students. (Note: Service on doctoral committees
26 outside the COE or PSU is professional service and is not part of this workload release policy.) This policy
27 replaces the AAUP MOU #4 11/5/2015, GSE Doctoral Faculty Workload Release Policy.
28

29 **Equity in Faculty Advisor Selection**

30 To prioritize student excellence and success in doctoral education, the COE leadership and doctoral
31 faculty commit to advancing equity in the selection of faculty advisors for doctoral students. To this end,
32 doctoral faculty consult with their department chairs about their service and role as core advisors including
33 dissertation chair and dissertation committee members.
34

35 **Faculty Work Assignment**

36 Given that faculty work assignment is a department responsibility, the department chair and departmental
37 administrators manage (i.e., assign) faculty workload release for service as Core Advisors, Dissertation
38 Chairs and Dissertation Committee members in the doctoral program. Teaching work assignment is
39 defined per credit and the chair approves all assignments. All credits for Core Advising and serving as
40 Dissertation Chair are assigned on an annual basis for the year the advising is provided. Guidelines for
41 Dissertation Committee members are different due to the smaller amount of work required by faculty as
42 committee members, the varying timeframes for completion of the dissertation, and the challenges of
43 incorporating fractions of a single credit unit (i.e. committee members earn 0.2 credits for each completed
44 dissertation defense) easily in to faculty workload. For these reasons, faculty service as Dissertation
45 Committee members will be awarded through faculty release retroactively following service, when accrued
46 credits (e.g. 1.0 credit for completion of five dissertations) allow for conveniently incorporating the credits
47 into workload. The policy for Dissertation Committee members will be described separately following
48 descriptions for Core Advising and Dissertation Chairs below.
49

1 **Administrative Process**

- 2 1. The Doctoral Program Coordinator tracks earned credits as students are admitted to the program,
3 make progress through the program and complete milestones (i.e., core paper completion,
4 dissertation proposal, dissertation defense).
5
6 2. The Doctoral Program Coordinator provides a report of faculty teaching credit for the following
7 academic year to department chairs at the beginning of Winter term.
8
9 3. Credit allocation for core advising and serving as a dissertation chair occurs prior to each academic
10 year during faculty workload planning with the department chair. Credit allocation for serving as a
11 dissertation committee member are tracked each quarter. All credits for serving as a core advisor or
12 dissertation chair (or dissertation committee member, as credits are earned) will be allocated in
13 faculty workload at the beginning of the academic year.
14
15 4. If changes are required mid-year due to doctoral students who drop out from the program or
16 request to change advisors or dissertation chairs, the department chair will meet with the faculty to
17 re-allocate those future credits.
18

19 **Workload Release Policy**

20 Release is provided for the following doctoral faculty roles: core advising, dissertation chair, and
21 dissertation committee member. In Year 3 and Year 4, Dissertation Chairs guide the development of the
22 dissertation proposal and dissertation. Year 5 is provided on an as needed basis. A description of the
23 policy for Core Advising and Dissertation Chairs is described below according to the doctoral student’s
24 year in the program.

25 **First Year Doctoral Students (Core Advising)**

26 Department Specialization faculty complete interviews and make admission and advising decisions for
27 incoming doctoral students in their identified specialization area by March 1st of the preceding academic
28 year. Department Specialization faculty meet to make advisor assignments for incoming doctoral students
29 by March 15th of the preceding academic year; however final admissions decisions can be completed as
30 late as September 15th.
31

32 Department chair coordinates with each faculty member to allocate teaching workload release for each
33 assigned advisee; teaching workload release is completed by spring term and finalized by September 15th
34 prior to beginning Year 1.
35

36 Core Advising

37 Workload Release: Faculty receive 1 credit per student for Core Advising in their teaching work release
38 during Year 1 of the doctoral student’s program.
39

40 Core Advising Responsibilities:

- 41 ● support development and completion of the core paper
42
43 ● serve as a reader on a minimum of one additional core paper.
44

45 **Second Year Doctoral Students (Core Advising)**

46 Faculty advisors will retain most of their advisees. However, advisees have the option to change advisors
47 through communication and support from their current advisor and Department Specialization faculty.

1 Department Specialization faculty meet to finalize advisor assignments for doctoral students by March
2 15th of Year 1.

3
4 Department chair coordinates with each faculty member to allocate workload release for each assigned
5 advisee; workload release is completed by spring term and finalized by September 15th prior to beginning
6 Year 2.

7
8 Core Advising

9 Workload Release: Faculty receive 1 credit per student for advising in their work assignment during
10 Year 2 of the doctoral student's program.

11
12 Core Advising Responsibilities:

- 13 ● support preliminary development of the dissertation proposal
- 14
- 15 ● support identifying and finalizing a Dissertation Chair, which includes supporting the doctoral
16 student to communicate with potential Dissertation Chair candidates
- 17
- 18 ● Dissertation Chairs should be identified for each advisee and submitted via e-mail to the Doctoral
19 Program Coordinator by April 1st
- 20

21 **Third Year Doctoral Students (Dissertation Chair)**

22 Dissertation Chairs for each student will be identified prior to beginning Year 3. During fall and winter
23 term of Year 2, doctoral students will be communicating and planning with doctoral faculty to finalize a
24 Dissertation Chair. Specialization faculty meet and finalize Dissertation Chair assignments for doctoral
25 students by April 1st of Year 2.

26
27 Department chair coordinates with each faculty member to allocate workload release for each assigned
28 advisee. Teaching workload release is completed by spring term and finalized by September 15th prior to
29 beginning Year 3.

30
31 Dissertation Chair

32 Workload Release: Dissertation Chair receives 2 credits per student for advising in their work
33 assignment during Year 3 of the doctoral student's program.

34
35 Dissertation Chair Responsibilities:

- 36 ● support the doctoral student in finalizing a dissertation committee*
- 37
- 38 ● support the development of the dissertation proposal
- 39
- 40 ● support completion of the proposed dissertation
- 41
- 42 ● provide evaluative feedback on dissertation
- 43
- 44 ● conduct the dissertation defense meeting
- 45

46 *The doctoral student works with their Dissertation chair to identify dissertation committee members by
47 the end of Year 3. The doctoral student will communicate with each potential dissertation committee
48 member to confirm their participation in the dissertation committee. The doctoral student sends the

1 potential committee membership to the Doctoral Program Coordinator. The Doctoral Program
2 Coordinator will prepare and submit the Graduate School's [GO-16D Appointment of Doctoral](#)
3 [Dissertation Committee form](#) to the Graduate School. Committee membership is finalized once approval
4 is received from the Graduate School.

6 **Fourth Year Doctoral Students (Dissertation Chair)**

7 The COE will provide workload release to Dissertation Chairs who have doctoral students in Year 4 using
8 the same guidelines and credits outlined in Year 3.

10 **Fifth Year Doctoral Students (Dissertation Chair)**

11 The COE strives to support students in completing their dissertation within four years; however, students
12 may face circumstances that require them to extend beyond four years. The COE will provide dissertation
13 chairs who have doctoral students in Year 5 with 1 credit of workload release.

15 Dissertation Chair

16 Workload Release: Dissertation Chair receives 1 credit per student for advising in their work
17 assignment during Year 5 of the doctoral student's program.

19 Dissertation Chair Responsibilities as required to support the doctoral student:

- 20 ● support the development of the dissertation proposal
- 21
- 22 ● support completion of the proposed dissertation
- 23
- 24 ● provide evaluative feedback on dissertation
- 25
- 26 ● conduct the dissertation defense meeting
- 27

28 Dissertation Committee members

29
30 Dissertation Committee members only earn credits after student completion of the dissertation. To align
31 with the comparably small work responsibilities of dissertation committee members, credit allocation for
32 dissertation committee members is 0.2 credits for each student dissertation. Since workload allocation
33 most often coincides with the allocation of full credits (1.0) rather than partial credits (e.g. 0.2 or 0.4
34 credits), credit for dissertation committee members will be awarded retroactively and banked, most often
35 until the faculty member accrues a full credit. The Doctoral Program Coordinator will track the amount of
36 credits earned for each faculty member and submit a report to Department Chairs at the beginning of
37 winter term. Once faculty have accrued a number of credits that will fit with workload considerations (e.g.
38 1 full credit following completion of five dissertations), Department Chairs will work with the faculty to
39 actively integrate those credits into faculty release, so the faculty does not continue to accrue unused
40 credits. In no case should a faculty member accrue more than 3 credits of release from serving as a
41 Dissertation Committee member before those credits are implemented in the faculty workload.

43 Dissertation Committee Member

44 Workload Release: Dissertation committee member: 0.2 credit per student completion of the
45 dissertation (When faculty accrue 1.0 credit, the faculty work with their department chair to
46 incorporate the credit into their work assignment.)

48 Dissertation Committee member Responsibilities:

- 1 ● participate in the dissertation proposal meeting
- 2
- 3 ● provide evaluative feedback on dissertation proposal
- 4
- 5 ● participate in the dissertation defense meeting
- 6
- 7 ● provide evaluative feedback on dissertation defense
- 8
- 9

10 **Dispute Resolution**

11

12 Should concerns arise during this process, the faculty or the Department Chair involved will first consult

13 with the Doctoral Program Director. The Doctoral Program Director will consult with the faculty

14 member, Department Chair, and Doctoral Program Coordinator in efforts to understand and resolve the

15 concerns. If concerns cannot be resolved the Doctoral Program Director will consult with the Associate

16 Dean and Dean who will determine if concerns are related to academic affairs or workload. The next steps

17 might include a conference with those involved and/or consultation with OAA. Should efforts to resolve

18 the issue informally not be successful, the faculty member may resort to the [grievance procedure](#) in the

19 collective bargaining agreement.

20

21

22 **Memorandum of Understanding #6 PI ELIGIBILITY AND RESPONSIBILITY POLICY**

23 **September 10, 2019**

24

25

26 **Subject: Effects of the Implementation of the Principal Investigator/Project Director**

27 **Eligibility and Responsibility Policy**

28

29 The parties have agreed to the modifications of the above noted Policy [BELOW], and to the effects of

30 the implementation of the policy:

31 **Transition Process for Current PI/PD/Co-I**

- 32 1. The University will provide AAUP with the names of all AAUP-represented employees who are
- 33 currently serving as a Principal Investigator (PI), Project Director (PD), or Co-Investigator (Co-I)
- 34 but would not be automatically eligible as outlined in sections 4.1 and 4.2 of the Policy (“impacted
- 35 employees”).
- 36
- 37 2. The impacted employees will, at a minimum, be grandfathered into the role of approved PI for the
- 38 project on which they are currently serving as a PI.
- 39
- 40 3. Impacted employees may be assigned indefinite approval of PI eligibility by the Associate Vice
- 41 President in Research and Graduate Studies, in consultation with the Chair/supervisor.
- 42
- 43 4. Upon agreement of the employee and their supervisor, a member’s Letter of Appointment may be

1 modified, if necessary and to the extent necessary, to clarify that their employment includes
2 principal investigator duties and responsibilities.

3 **Communication Plan**

- 4 1. The new policy will be communicated to current PI/PDs and Co-Is, Department Chairs, and
5 Deans via the normal email channels, within 10 days of the implementation of the policy. The
6 communication to PI/PDs and Co-Is shall include information about actions that may be taken to
7 clarify their Letters of Appointment for the purposes of this policy.
8
9 2. The Policy will also be presented to the OAA Academic Leadership Team, Human Resources and
10 the Assistant & Associate Deans group to disseminate information as quickly as possible
11

12 **Post-Transition Procedures for Requesting Exceptions to the PI Policy**

- 13
14 1. A process has been created in section 4.3 of the Policy whereby Deans, Directors or Division
15 Heads can apply on an employees' behalf to be assigned status of PI-eligible for an employee who
16 is not automatically eligible for assignment as PI/PD/CoI, and who is not in the group of
17 grandfathered employees.
18
19 2. Deans/Supervisors may request a one-time exception or an indefinite exception, upon execution
20 of this MOA.
21
22 3. All requests for assignment of PI-eligible status will be reviewed on a case-by-case basis and a
23 decision will be rendered by the Associate Vice President (AVP) in Research and Graduate Studies.
24
25 4. The AVP decision should be rendered within 15 working days of receipt of the application. In the
26 event this timeline is not feasible, the AVP will notify the employee and AAUP with the reasons
27 needed for a timeline extension.
28
29 5. Employees may appeal a negative decision by the AVP to the Vice President for Research and
30 Graduate Studies (VPRGS). This appeal is not considered a replacement for a grievance on
31 procedural defects, as appropriate.
32
33 6. The decision of the VPRGS is final, and reconsiderations will not be accepted.
34

35 **Research Policy: Principal Investigator/Project Director**
36 **Eligibility and Responsibility**

37
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41 3.0 Definitions
42 4.0 Policy

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- 2 4.2 Co-Investigator (Co-I) Eligibility Requirements
- 3 4.3 Exceptions to PI/PD Eligibility Requirements
- 4 4.4 Principal Investigators for External Awards for Students or Other Trainees
- 5 4.5 Responsibilities of the Principal Investigator

6
7 1.0 Policy Summary Statement

8 The Principal Investigator (PI) or Project Director (PD) is the individual designated by Portland State
9 University (PSU) and approved by an external funding agency (sponsor) to direct a sponsored project
10 awarded to the University. Proposals submitted for extramural funding of research, training and public
11 service projects, as well as awards received for such projects (sponsored projects) must name an eligible
12 employee of the institution to serve as PI/PD. Eligibility to act as a PI/PD or Co-Investigator (Co-I) on
13 sponsored projects is a privilege limited to employees of Portland State University. The PI/PD on a PSU
14 sponsored project is accountable for all aspects of the project and is responsible for the management of
15 funds awarded to PSU. Therefore, individuals serving as PIs must have sufficient authority as an employee
16 of PSU to hold this role. This policy outlines the assignment-related criteria for serving as a PI on a PSU
17 sponsored award.

18
19 2.0 Purpose

20 The purpose of this policy is to outline the assignment-related criteria for PSU employees to be assigned to
21 the role of Principal investigator/Project Director (PI/PD) and Co-Investigator on an externally-funded
22 sponsored project. Additionally, this policy is to ensure that sponsored projects are conducted by those
23 who have the requisite training, skill, commitment, resources, and the appropriate relationship to the
24 University.

25
26 3.0 Definitions

27 **Principal Investigator (PI):** The individual assigned by PSU who meets assignment-related criteria
28 established by PSU and approved by the sponsor to direct the project or activity being supported by the
29 award; responsible and accountable to both PSU and the sponsor for the appropriate fiscal management,
30 conduct, and reporting of the sponsored project. This role is typically associated with research projects.

31 **Project Director (PD):** This term is synonymous with Principal Investigator (PI) for purposes of this
32 policy and by many sponsoring agencies. It is often used to describe the individual assigned to direct
33 sponsored projects for training or non-research activities.

34 **Co-Investigator (Co-I):** An individual who is assigned by PSU and shares with the PI/PD the
35 responsibility for the conduct of a sponsored project and makes a significant contribution to the project.

36 **Sponsored Project:** Externally-funded activities in which a formal written agreement, such as a grant,
37 contract, or cooperative agreement, is entered into by the University and the sponsor, typically in response
38 to a proposal submission.

39
40 4.0 Policy

41 PSU is legally and financially responsible and accountable to sponsors for awards issued to and accepted by
42 PSU. The Principal Investigator (PI) is the individual assigned by Portland State University (PSU) and
43 approved by the sponsor to direct a sponsored award. The PI is the primary individual in charge of the
44 sponsored award. The PI has primary responsibility for achieving the technical success of the project. The
45 PI has primary responsibility for the proper stewardship of award funds. The PI has primary responsibility

1 and is accountable to the University and sponsor for the proper programmatic, scientific or technical
2 conduct of the project and its financial and day-to-day management.

3
4 An individual may be assigned a PI/PD role if they have the requisite education, training, skill, and
5 commitment as determined by the head of the PSU division in which they are employed, as well as the
6 appropriate relationship to the University as outlined in this policy.

7 8 4.1 Principal Investigator/Project Director (PI/PD) Eligibility Requirements

9 To be automatically eligible for assignment as a PI/PD on a PSU sponsored project, the individual must
10 be a faculty member paid by PSU with an active PSU employment agreement in the following employee
11 groups (rank and tenure status):

- 12 • Tenure-related faculty with the ranks of Assistant Professor, Associate Professor, or Professor.
- 13 • Tenure-related faculty in University or Administrative service.
- 14 • Non-Tenure Track Faculty with the rank of Research Assistant Professor, Research Associate
15 Professor or Research Professor and an appointment of 0.5 FTE or greater as defined in the
16 AAUP collective bargaining agreement.
- 17 • Emeritus faculty who were approved PIs prior to retirement (with the approval of their department
18 chair and dean).

19
20 Persons in roles other than those described above may apply to be assigned as a PI/PD as outlined in
21 section 4.3. Individuals affiliated with PSU only through a courtesy appointment are not eligible to be
22 assigned as PI/PD. In rare circumstances, individuals with courtesy appointments may be authorized to
23 serve as a Co-Investigator if an exception is granted in accordance with section 4.3 of this policy.

24
25 In instances where sponsor-specific PI requirements are more restrictive than this policy, PSU will follow
26 the more restrictive requirements as necessary. If the sponsor's requirements are less restrictive than
27 PSU's policy, PSU's policy shall take precedence.

28 29 4.2 Co-Investigator (Co-I) Eligibility Requirements

30 To be eligible for assignment as a Co-Investigator on a PSU sponsored project, the individual must have
31 qualifications consistent with a Research Associate or higher rank and have written endorsement from the
32 department chair and dean, or meet the eligibility requirements to serve as a PI as outlined in section 4.1.

33 34 4.3 Exceptions to PI/PD Eligibility Requirements

35 Individuals in employment categories not listed in Sections 4.1 and 4.2 may be assigned to the role of
36 PI/PD or Co-Investigator through an exception process managed by the office of Research and Graduate
37 Studies. Requests for PI eligibility may be submitted on a case-by-case basis or for an indefinite time
38 period.

39
40 For projects in academic units, application for PI/PD or Co-Investigator status must be prepared in
41 cooperation with the department chair or supervisor and submitted by a Dean or University Center
42 Director (Division Head) on behalf of an individual applicant to the Associate Vice President in Research
43 and Graduate Studies following RGS procedures.

44
45 For projects in non-academic units, application for PI/PD or Co-investigator status must be prepared in
46 cooperation with the unit supervisor and submitted by the appropriate senior administrative official in the
47 division (Division Head) to the Research and Graduate Studies following RGS procedures.

1 In all cases, the Division Head will affirm they understand that their unit is responsible for: (1) ensuring
2 the individual follows all pertinent compliance and award administration requirements, (2) completion of
3 all required reports and deliverables, (3) any financial liabilities such as over-expenditures, and (4) providing
4 space and access to other facilities and/or resources needed to effectively carry out the project through the
5 term of the award.

6 7 4.4 Principal Investigators for External Awards for Students or Other Trainees

8 Faculty advisors or mentors will be designated as the PSU Principal Investigator of record for external
9 fellowships or other student awards. Trainees, whether or not they are employees (such as postdoctoral
10 scholars or students), may apply for external fellowships and mentored career development awards only
11 with the approval of a PSU faculty advisor or mentor as indicated either on the application and/or the
12 PSU proposal internal approval form. Graduate students, postdoctoral scholars and other trainees may not
13 normally serve as a PI or Co-PI on investigator-initiated sponsored awards.

14 15 4.5 Responsibilities of the Principal Investigator

16 PIs/PDs/Co-PIs must faithfully execute their responsibilities including: conducting research and
17 production of deliverables as required in the grant or contract, following applicable federal, state and local
18 guidelines and regulations, following PSU policy and rules, submitting required reports in a timely manner,
19 and any other specific guidelines required by the research sponsor or PSU. Failure to fulfill PI duties and
20 responsibilities may result in the loss of PI role assignment, and/or result in discipline for just cause.

21 22 **References:**

23 Procedure: [Principal Investigator/Project Director Eligibility Exception Request](https://bit.ly/3nVb6qR)
24 (<https://bit.ly/3nVb6qR>)

25
26 [Principal Investigator/Project Director Eligibility Exception Request Form](https://bit.ly/2QUHEF0)
27 (<https://bit.ly/2QUHEF0>)

28 29 30 **Memorandum of Agreement #7 LOSS OF STAFF RGS**

31 **April 8, 2020**

32
33 **Subject: Loss of staff RGS**

34
35 Preamble: Research is a critical component of PSU's educational mission. PSU recognizes that a reduction
36 in RGS capacity may have an adverse impact on RGS staff, PI's, and faculty. Concerns about the transition
37 in RGS were reflected in the [Demand to Bargain in December 2018](#), and subsequent comments received
38 from several stakeholders including the Faculty Senate, faculty in engineering, and individual faculty from
39 across campus.

- 40
41 1) No academic professional will be assigned mandatory overtime.
42
43 2) Distribution of overtime will be by seniority of the research academic professionals, then rotation
44 thereafter to provide an equitable distribution of overtime.
45
46 3) Working weekends and evenings is not an expectation of academic professionals in RGS.
47
48 4) RGS supervisors must adhere and comply with Article 17, Section 9 to ensure a reasonable ability to
49 flex work schedules.

- 1
- 2 5) Evaluations will reflect the performance of the employee in accordance with their job description. All
- 3 employees in RGS will be evaluated using one of the two academic professional evaluation forms
- 4 available on the HR website. The AP and their Supervisor will agree on which of these two forms will
- 5 be used for the evaluation.
- 6
- 7 6) APs who are assigned to RGS and/or are assigned new duties or whose job duties significantly change
- 8 will receive ongoing training as necessary or requested.
- 9
- 10 7) PIs will be offered ongoing training on their responsibilities related to the management and
- 11 application for sponsored projects as necessary for them to meet the needs of their role as PI.
- 12
- 13 8) Management will notify the Academic Leadership Team (ALT) of this MOA and provide a letter
- 14 informing them to consider evidence of impact of the reduction in RGS staff, from December 2018
- 15 through the effective date of this MOA, on the Faculty's next round of evaluation for promotion
- 16 and/or tenure.
- 17
- 18 9) AAUP will send a joint notification crafted with Administration to members reminding them of the
- 19 option to include evidence of impact of the RGS staff reductions on research productivity, if
- 20 appropriate.
- 21
- 22 10) Updates about RGS will be shared no less than annually at the labor management meetings. In the case
- 23 of additional changes in staffing levels, AAUP shall be notified within 30 days.
- 24
- 25

26 **Memorandum of Agreement #8 COPYRIGHT OWNERSHIP POLICY**

27 June 15, 2020

28

29 **Subject: Modifications to [Article 20](#) to include Copyright Ownership Policy**

30

31 *Recitals:*

32

33 The current Intellectual Property policies are based on Oregon University System Administrative

34 Rules and Internal Management Directives that were converted to PSU Standards on July 1, 2015.

35 The parties seek new Copyright Ownership rules, and the University intends to promulgate a

36 Copyright Ownership Policy. [Article 20](#) of the Collective Bargaining Agreement deals with Faculty

37 Intellectual Property Rights.

38

39 *Agreement:*

- 40
- 41 1. The parties agree to the Copyright Ownership Policy attached as [Appendix 1](#).
- 42
- 43 2. [Article 20](#) shall be revised as described in Appendix 2 of this Agreement.
- 44
- 45 3. This MOA is subject to ratification by the PSU-AAUP membership and becomes effective upon
- 46 closure of the ratification window.
- 47

1 4. This MOA, [Appendix 2](#), and the [Copyright Ownership Policy](#) shall become an addendum to the
2 CBA. The CBA Appendix number shall be determined during housekeeping at the time the
3 successor CBA is compiled.
4

5
6 **MOA #8 APPENDIX 1**
7 **COPYRIGHT OWNERSHIP POLICY**
8

9 **I. Policy Statement**

10
11 Portland State University (University) is committed to academic freedom and strives to place copyright
12 ownership with the Faculty authors and creators of scholarly, academic, and artistic works, except in
13 certain circumstances.
14

15 **II. Reason for Policy/Purpose**

16
17 This policy promotes the University’s scholarly, academic, and service missions by establishing a
18 framework for the ownership and disposition of copyright for materials created by University employees
19 and students. Establishing a framework for ownership and disposition of copyright materials provides
20 clear guidance to University Faculty, Staff, and students regarding their rights in created material. By
21 establishing Faculty and student ownership in their scholarly, academic and artistic works, the University
22 fosters an environment of creativity and scholarship and encourages professional advancement. This
23 policy’s purpose is to protect the academic freedom enjoyed by Faculty, to establish Faculty ownership
24 except in limited circumstances, and to establish permissions between Faculty and the University for use of
25 copyright materials owned by each. This policy also sets forth the University’s expectations for copyright
26 ownership of works created by students and non-Faculty Staff and for the disposition of copyright to
27 external sponsors of Faculty projects. By clarifying copyright ownership and permissions, the University
28 protects public resources and establishes expectations for employees who contribute to the University in
29 the course of their employment.
30

31 **III. Applicability**

32
33 This policy applies to all students, employees, contractors, schools, colleges, and administrative units of the
34 University.
35

36 **IV. Definitions**

37
38
39 **Commercial Use:** A grant of copyright right, transfer of copyright ownership, or sale of Copyright
40 Materials to a third party which is either contingent on monetary consideration or which allows that third
41 party to further grant rights or sell Copyright Materials for monetary consideration.
42

43 **Copyright Materials:** Original works of authorship or creation to which copyright accrues and that are
44 authored or created by Faculty or Staff.
45

46 **Course Materials:** Copyright Materials whose copyright is owned by a Faculty or Staff member and which
47 are used by that Faculty or Staff member for teaching a registered course at the University.

1
2 **Faculty:** All academically-ranked Faculty of the University. With respect to Course Materials under this
3 policy, Faculty also includes any employee teaching a registered course at the University.
4

5 **PSU Copyright Material(s):** Copyright Materials for which the copyrights are either owned by the
6 University under Work for Hire, assigned to PSU voluntarily, or required to be assigned to the University
7 under the exceptions to the University’s waiver of Work for Hire for Faculty.
8

9 **Scholarly Work:** Includes, but is not limited to, Faculty or Staff authored or created textbooks,
10 pedagogical materials, journal articles, conference presentations, white papers, monographs, plays, poems,
11 musical compositions, visual arts and other works of artistic imagination. As guidance, Scholarly Work are
12 often objects that fulfill the requirement of ‘scholarship’ under a field- and department-relevant promotion
13 and tenure review process, that fulfill the requirement of a degree program, or that are the results of a
14 Sponsored Project or research study.
15

16 **Separate Agreement:** A written agreement between the University and Faculty regarding the ownership
17 of Copyright Materials to be created using University resources, such as the creation of Copyright
18 Materials for a University-funded or -directed project, or the creation of Copyright Materials subject to a
19 course release.
20

21 **Sponsored Project(s):** Research or service undertaken by Faculty or Staff utilizing any external funding
22 source, such as grants, gifts, contracts, or awards.
23

24 **Staff:** University employees who are not academically ranked, including academic professionals.
25

26 **Unit:** The administrative area within the University that has provided resources specifically for the creation
27 of Copyright Material under a Separate Agreement.
28

29 **Work for Hire.** As used in this policy, the term has the same meaning as in section 101 of the Copyright
30 Act of 1976, as amended. Generally, a “work for hire” is a work prepared by an employee within the scope
31 of his or her employment or by a third party hired by the University to perform services or undertake
32 other work through which Copyright Materials are created.
33

34
35 **V. Policy**

36
37 **1. Copyright Ownership**

38
39 1.1 **University Waiver of Work for Hire.** Subject to the limitation set forth below, the
40 University by this policy waives its rights under the Work for Hire rule for Faculty and
41 acknowledges that Faculty author(s) or creator(s) of Copyright Materials hold the
42 original copyright to Copyright Materials created while employed by the University. Also
43 subject to the limitation set forth below, the University by this policy waives its rights
44 under the Work for Hire rule for Staff for Copyright Materials that are Scholarly Work
45 or that are created for the purposes of becoming Course Materials. These waivers are
46 subject to the following exceptions, under which the Work for Hire rule still applies:
47

48 1.1.1 Copyright Materials developed under a Sponsored Project;

1 1.1.2 Copyright Materials developed under a Separate Agreement where ownership to
2 Copyright Materials is retained by the University.
3

4 1.2 **Copyright ownership under Separate Agreements.** When entering into Separate
5 Agreements, the University and Faculty/Staff member(s) may agree that either the
6 Faculty/Staff member(s) or the University will own the copyright in Copyright Materials
7 created under the Separate Agreement. This Separate Agreement will be made between
8 the Faculty/Staff member(s) and the Unit. In proposing University ownership of
9 Copyright Materials in Separate Agreements, the Unit should consider both the level of
10 University resources to be used in the Separate Agreement and any anticipated
11 incorporation of pre-existing Faculty or Staff-owned Copyright Materials. No Separate
12 Agreement shall change any part of this policy.
13

14 1.3 **Scholarly Work Exemption.** If dissemination of a Scholarly Work requires a copyright
15 assignment to a third party of PSU Copyright Materials which are PSU Copyright
16 Materials under the Work for Hire rule or which would otherwise be required to be
17 assigned to the University under the exceptions to the University's waiver of the Work
18 for Hire rule, and to the extent that such PSU Copyright Materials are not encumbered
19 by the terms of a Sponsored Project, Separate Agreement, or existing license to a third
20 party, PSU will not assert its ownership in the copyright to such materials. The
21 University will preserve the publishing rights of Faculty, Staff, and students when
22 entering Sponsored Project agreements unless the Faculty or Staff principal investigator
23 is willing to accept publication restrictions for the needs of individual projects. The
24 University recommends that when entering into agreements for the publication and
25 distribution of Copyright Materials, authors make arrangements allowing them to archive
26 their materials in PDXScholar, the University's open access institutional repository.
27

28 1.4 **Students' Ownership of Student-Created Works.** Each student holds the copyright to
29 Copyright Materials that the student authors or creates, unless the creation/authorship
30 of such Copyright Materials was performed by the student under a Sponsored Project,
31 under a Separate Agreement, or in a student's capacity as Staff. A student may
32 voluntarily grant permissions to or transfer copyright to the University or to another
33 entity. Such permission or transfer should be in a writing agreed to by the student.
34 Faculty and Staff shall not infringe a student's Copyright Material, in their capacity as a
35 University employee or otherwise. The University shall not require a student's
36 assignment of Copyright Materials to the University or to a third party to fulfill any
37 academic requirement, nor shall the University deny any academic requirement activity
38 in response to a student agreeing to assign their copyright to a third party. The
39 University will seek to advise and help students understand their rights under copyright
40 law.
41

42 1.5 **Digital Transfer.** The uploading of Copyright Material to an online teaching platform or
43 other transfer to digital medium operated by the University shall not change the
44 ownership of the original Copyright Material unless explicitly agreed by the copyright
45 owner of such Copyright Materials.
46

47 2.0 Copyright Permissions

48

- 1 **2.1 Blanket University-to-Faculty Permissions for PSU Copyright Materials.** The
2 University by this policy grants a non-exclusive, non-commercial copyright license in
3 PSU Copyright Material to the Faculty author(s) or creator(s) of that PSU Copyright
4 Material, provided that the PSU Copyright Materials are not encumbered by the terms
5 of a Sponsored Project or are not licensed or expected to be licensed to a third party.
6 Faculty are encouraged to further distribute such PSU Copyright Materials, when
7 applicable, for public benefit under appropriate non-commercial open source
8 (<http://www.opensource.org/>) or creative commons (<http://creativecommons.org/>)
9 licenses. This grant to Faculty may terminate if the University licenses PSU Copyright
10 Materials to a third party for Commercial Use. Such Commercial Use licenses may be
11 first executed only with the acknowledgment of the Faculty author or creator.
12
- 13 **2.2 Limited University-to-Staff Permissions for open source release of PSU**
14 **Copyright Materials.** Staff authors of PSU Copyright Material may release such
15 materials under appropriate non-commercial open source or creative commons licenses
16 for purposes of participation in an open source project or in connection with
17 membership in or presentation to a professional organization , provided that: (a) the
18 Staff author(s) obtain permission from their supervisor or department chair; (b) release
19 of the PSU Copyright Materials is not limited by the terms of a Sponsored Project or
20 other agreement; and (c) the PSU Copyright Materials are not licensed or expected to be
21 licensed to a third party.
22
- 23 **2.3 Limited, Revocable Permissions to University for Course Materials Due to**
24 **Unforeseen Circumstances.** All Faculty and Staff grant to the University, to the
25 extent they have ownership in or permissions for Course Materials, a non-exclusive,
26 non-commercial copyright license in those Course Materials for the purpose of teaching
27 such course in the event that circumstances require that another person teach the course
28 on short notice. Such license is effective only for the academic term immediately
29 impacted by the unforeseen circumstance.
30
- 31 **2.4 University Permissions for Course Materials for Archiving, Accreditation and**
32 **Accommodations.** Upon first using Course Materials in a registered course, all Faculty
33 and Staff grant to the University permission to archive the materials for the purpose of
34 accreditation, and subject to the time limitations of Section 2.3, permission to make
35 derivatives for the purpose of accommodation and accessibility (such as may be required
36 under the Americans with Disabilities Act).
37
- 38 **2.5 Sharing of Course Materials.** The University encourages the free flow and sharing of
39 materials and pedagogy among Faculty and Staff. A person seeking to use Course
40 Materials owned by another Faculty or Staff member to teach a registered course at the
41 University must request and obtain written permission directly from the owner of the
42 Course Materials. Permission to use the Course Materials may be revoked at any time by
43 the Faculty or Staff author(s) or creator(s) who own the copyright, although such
44 revocation shall not be effective until the end of the academic term if the course has
45 started or will start within thirty (30) days.
46
- 47 **2.6 Digital Transfer.** Faculty who upload their Copyright Material to an online teaching
48 platform, or other transfer to a digital medium, operated or contracted by the University

1 retain ownership of their Copyright Material. Faculty shall have the right to require such
2 Course Materials be removed from the digital medium.
3

4 **3.0 Faculty disclosure.** Faculty and Staff using or distributing PSU Copyright Materials under the
5 license granted in Paragraph 2.1 or pursuant to Paragraph 2.2 above have an obligation to mark
6 PSU Copyright Materials as “© Portland State University.” Faculty and Staff who wish to use
7 or distribute PSU Copyright Materials for Commercial Use shall seek an appropriate license by
8 disclosing the PSU Copyright Materials to the University’s Office of Innovation & Intellectual
9 Property.
10

11 **4.0 Independent Contractors of Works Created Under Contract.** Where the University hires
12 third-parties to perform services or undertake other work where Copyright Materials are
13 created, it is the general practice of the University to retain the copyright ownership in those
14 works under the Work for Hire rule. Such materials will be PSU Copyright Materials.
15

16 a. **Collaborative and Joint Works.** When individuals collaborate to author Copyright
17 Materials, a "joint work" often results, in which all the rights holders jointly hold
18 nonexclusive rights to use the work. For example, Copyright Materials may be authored or
19 created by combinations of Faculty, students, and Staff working on a project and this
20 collaboration may result in a joint work(s) where the copyright is owned jointly and the
21 work created may be a combination PSU Copyright Materials and Faculty-owned or
22 student- owned Copyright Materials. Prior to authoring or creating such works, Faculty,
23 Staff, and students who collaborate with each other or with non-University third-parties
24 (e.g., volunteers, visitors, other collaborators) are encouraged to describe or determine the
25 disposition of the resulting copyright. A sample form is provided in Links to Related
26 Forms.
27

28 **6.0 Licenses to Third Parties.** The license of PSU Copyright Material from the University to
29 third parties for Commercial Use, or for any use in exchange for license fees, including all
30 terms and execution of such license agreements, is the sole responsibility of the Office of
31 Innovation & Intellectual Property under the Vice President for Research.
32

33 **7.0 Sponsored Projects.**
34

35 7.1 When negotiating agreements with external parties for Sponsored Projects, the
36 University shall endeavor to retain PSU ownership of copyright for any Copyright
37 Materials created by Faculty and/or Staff under the Sponsored Project. The University
38 may grant rights in PSU Copyright Materials created under a Sponsored Project to an
39 external sponsor commensurate with the purpose of the agreement and the nature of
40 the Sponsored Project, but will not grant a license for Commercial Use in a Sponsored
41 Project agreement unless a separate license to such rights is executed through the
42 Office of Innovation & Intellectual Property.
43

44 7.2 For Sponsored Projects or other contracts (e.g., procurement contracts) under which
45 the University is primarily performing a service or allowing use of University equipment
46 without significant intellectual input from Faculty or Staff (e.g., centers with published
47 external user rates in the University Fees and Fines book), the University may assign
48 ownership of Copyright Materials created under the Sponsored Project to the external

1 sponsor provided that Faculty and Staff performing the project acknowledge in writing
2 that for that Sponsored Project:
3

- 4 7.2.1 No students will create Copyright Materials for the Sponsored Project,
- 5 7.2.2 Only Copyright Materials created under the Sponsored Project will be assigned,
6 and no previously created Copyright Materials shall be included,
- 7 7.2.3 University Faculty and Staff will have no right to use the assigned Copyright
8 Materials unless otherwise permitted, and
- 9 7.2.4 University Faculty and Staff will have no right to publish the assigned
10 Copyright Materials unless otherwise permitted.
11

12 In addition, the external sponsor must acknowledge in writing that:

- 14 7.2.5 No export-controlled information in the Copyright Materials will be assigned,
15 and
- 16 7.2.6 The University is under no obligation to seek export control licenses for such
17 information.
18

19 VI. Procedure

20 1. Policy Interpretation and Dispute Resolution

- 21 1.1 This policy and its implementation may require interpretation and review. University
22 stakeholders should make every attempt to resolve disputes informally with the
23 assistance of one or more of the following: the Office of Innovation & Intellectual
24 Property (for overall policy clarification and matters regarding Commercial Use of PSU
25 Copyright Materials), the Office of Academic Affairs (for issues involving Course
26 Materials and Separate Agreements), and the Sponsored Projects Administration (for
27 obligations or issues related to Sponsored Projects).
28
- 29 1.2 If informal procedures and consultation do not provide resolution of a dispute or policy
30 issue, University stakeholders may request that the President convene a Copyright
31 Advisory Committee to recommend a resolution to the President. The Copyright
32 Advisory Committee will be composed of five (5) members. The committee shall be
33 chaired by the President or President's designee, and shall have two administrative
34 members appointed by the President or designee and two faculty members appointed by
35 the presiding officer of the Faculty Senate. The committee members appointed will not
36 have participated in the informal dispute resolution process in Paragraph 1.1 above. The
37 committee shall be convened and meet to hear the dispute within fifteen (15) working
38 days of the declaration of any stakeholder in Paragraph 1.1 that an informal resolution is
39 not possible. The committee will generate a written report with their recommendation,
40 including findings and rationale for their decision. The President or designee will make a
41 decision regarding the dispute or policy issue within twenty (20) working days after
42 receipt and review of the Copyright Advisory Committee's recommendations. If the
43 stakeholder is not represented by a union, the President's decision will be final and
44 binding.
45
46
47

- 1 1.3 If the stakeholder is a member of a bargaining unit and is not satisfied with the
 2 President’s decision in Paragraph 1.2, a grievance may be initiated at the President’s Step
 3 of the relevant contractual grievance procedure. The President’s review of the decision
 4 will be a request for reconsideration of their initial decision. If, upon reconsideration, the
 5 member is still not satisfied with the decision, the bargaining unit representative can
 6 proceed to arbitration in accordance with their collective bargaining agreement.
 7
- 8 1.4 Paragraphs 1.2 and 1.3 of this Section (Policy Interpretation and Dispute Resolution) do
 9 not apply to disputes arising under Paragraph 2.5 (Sharing of Course Materials), except
 10 in cases in which it is alleged that a University administrator has violated this Policy.
 11 Disputes among Faculty members regarding use of Copyright Materials are best resolved
 12 using informal mechanisms.
 13
- 14 1.5 This Policy Interpretation and Dispute Resolution section does not limit any other
 15 remedies provided by law.
 16

17 2. **Revenue.** On a quarterly basis, and after the recovery of reasonable direct expenses, the Office of
 18 Innovation & Intellectual Property shall distribute any licensing revenue received by the University
 19 for the granting of licenses to PSU Copyright Materials, including fees, milestone payments,
 20 running royalties, liquidated equity, and any other cash received, in the manner described below. It
 21 is the intent of the University that licensing revenue distributed internally be used as long as
 22 available to support ongoing innovation activities of the unit that generated the licensed PSU
 23 Copyright Material, and that such funds should not be removed from the assigned department,
 24 school, college, or project, or charged administrative overhead fees for their use.
 25

26 2.1 For PSU Copyright Materials that are under continual development within the
 27 University or licensed non-exclusively primarily to end users or consumers of the
 28 materials:
 29

- 30 2.1.1 10% to the Office of Innovation & Intellectual Property, and
 31 2.1.2 90% to an internal account controlled by the lead Faculty or Staff on the project
 32 that created the PSU Copyright Materials.
 33

34 2.2 For PSU Copyright Materials in substantially complete form that are licensed for
 35 Commercial Use to third parties who have responsibility for selling the PSU Copyright
 36 Materials to end users or consumers:
 37

- 38 2.2.1 12.5% to the department or center in which the author(s) or creator(s) of the PSU
 39 Copyright Materials primarily developed the PSU Copyright Materials,
 40 2.2.2 12.5% to the college in which the department or center is housed
 41 2.2.3 25% to the Office of Innovation & Intellectual Property, and
 42 2.2.4 50% directly as royalties to the author(s) or creator(s) of the PSU Copyright
 43 Materials.
 44

45 2.2.4.1 If there are multiple authors/creators, or contributors who are not legal
 46 authors/creators but whose contribution the authors/creators would
 47 like to recognize, PSU requires the authors/creators to reach written
 48 agreement, recorded with the Office of Innovation & Intellectual
 49 Property, on how to further divide this 50%. If no agreement can be

reached, the Vice President for Research will decide on the revenue split for the authors/creators. If the faculty member is not satisfied with the Vice President for Research’s decision, the faculty member or any dissatisfied stakeholder can pursue dispute resolution as provided in Section 1 (Policy Interpretation and Dispute Resolution).

VII. Links to Related Forms

Name As It Appears In the Form Title, with hyperlink

- 1. [Disposition of Copyrights in Joint Works](#)
- 2. [Internal Acknowledgement for Assignment of Copyright to a Sponsor](#)

VIII. Links to Related Policies, Procedures or Information

This is where the University could reference a Copyright Handbook, for instance, or a form.

- 3. Case studies and examples of Copyright Policy in practice. (TBD)
- 4. PSU Copyright Guidebook. (TBD)

IX. Contacts

If you have any questions regarding this policy, please contact the Office of Innovation & Intellectual Property at (503) 725-8454 (for policy clarification and matters regarding commercialization of intellectual property), the Sponsored Projects Administration at (503) 725- 8306 (for obligations stemming from sponsored activity), or Office of Academic Affairs at (503) 725-3422 (for issues involving Course Materials and Separate Agreements).

X. History/Revision Dates

Adoption Date: May 20, 2020

Revision Date:

Next Review Date: May 20, 2025

XI. Policy Adoption/Reaffirmation/Revision Approvals

Approved _____  _____ Date May 20, 2020
PORTLAND STATE UNIVERSITY PRESIDENT

Approved _____  _____ Date May 20, 2020
PORTLAND STATE UNIVERSITY GENERAL COUNSEL

1 **Disposition of Copyrights in Joint Works**
2 **(Sample Form 1 to Copyright Ownership Policy)**
3

4 When individuals collaborate to author Copyright Materials, a "joint work" often results, in which
5 all the rights holders jointly hold nonexclusive rights to use the work. For example, Copyright
6 Materials may be authored or created by both Faculty and Staff working on a project and this
7 collaboration may result in a joint work(s) where the copyright is owned jointly by both the
8 University and the Faculty member(s) and the work created is both PSU Copyright Materials and
9 Faculty-owned Copyright Materials. Prior to authoring or creating such works, Faculty, other
10 University employees, and students who collaborate with each other or with non- University third-
11 parties (e.g., volunteers, visitors, other collaborators) are encouraged to describe or determine the
12 disposition of the resulting copyright.

13
14 This form is intended to provide a mechanism for such determination or disposition. Is it not
15 required, but encouraged that Faculty and Staff think through and record such dispositions using
16 this form or another mechanism.

17
18 **Participant Information** (repeat as necessary)

19 *Name:*

20 *Address:*

21 *Preferred e-mail:*
22

23 **Who at PSU & Why: Core Innovation Information**

24 *Lead(s):*

25 *Project Title:*

26 *General Innovation/Creation Goals:*
27

28 **What & How: Works Information**

29 *Key Innovation Artifacts we plan to create:*

30 *Funding Sources (if any):*
31

32 **When: How we share Innovation Artifacts & with whom we share them**

33 *Please list the intended use of the items to be created, and how they are intended to be shared and with whom. Which of*
34 *the participants may use the items, and how?*
35

36 **Credit & Revenue**

37 *Credit/Authorship Attribution of Participants:*

38 *Revenue Management: (in the event that PSU Copyright Materials are licensed to a third party, or if any participant*
39 *independently sells or licenses items created for the Project, how will available revenue be distributed*
40 *among the participants?*
41

42 **Other Obligations**

43 *Please list any and all additional conditions or conflicting agreements and obligations.*

1 **Internal Acknowledgement for Assignment of Copyright to a Sponsor**
2 **(Sample Form 2 to Copyright Ownership Policy)**
3

4 For Sponsored Projects or other contracts (*e.g.*, procurement contracts) under which the University is
5 primarily performing a service or allowing use of University equipment without significant intellectual
6 input from Faculty or Staff (*e.g.*, centers with published external user rates in the University Fees and
7 Fines book), the University may assign ownership of Copyright Materials created under the Sponsored
8 Project to the external sponsor, provided that Faculty and Staff performing the project acknowledge in
9 writing the items outlined below.

10
11 This form is intended to provide a mechanism for such acknowledgment. Prior to agreeing to assign
12 copyright to a Sponsor of a Sponsored Project, the principal investigator for the project should
13 acknowledge in writing that:

- 14
- 15 • No students will create Copyright Materials for the Sponsored Project,
- 16 • Only Copyright Materials created under the Sponsored Project will be assigned, and no
- 17 previously created Copyright Materials shall be included,
- 18 • University Faculty and Staff will have no right to use the assigned Copyright Materials unless
- 19 otherwise permitted, and
- 20 • University Faculty and Staff will have no right to publish the assigned Copyright
- 21 Materials unless otherwise permitted.
- 22

23 PIAF: _____
24 Sponsor: _____ Acknowledged by
25 Faculty: _____
26

27 In addition, in a separate correspondence or record, the Sponsor should acknowledge in writing that:

- 28
- 29 • No export-controlled information in the Copyright Materials will be assigned, and
- 30 • The University is under no obligation to seek export control licenses for such
- 31 information.
- 32

33 **MOA #8: APPENDIX 2**

34 [Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION AND COPYRIGHT](#)
35 [OWNERSHIP](#)
36

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

40
41 The University and the Association agree to follow applicable University policies that govern intellectual
42 property, Federal Law, and State Law that govern intellectual property rights and copyright ownership of
43 faculty. Both parties agree that governance and ownership of intellectual property rights and
44 responsibilities do not change as a result of the medium of delivery or storage (*e.g.* on-line, electronic
45 media).
46

1 The University agrees to provide as a resource the ~~Director~~ Office of Innovation and Intellectual Property
2 to faculty members who have questions and/or concerns about the use or misuse of intellectual property
3 rights and copyright ownership. Faculty may also contact the Association about these matters.
4

5 The University and the Association agree to facilitate and conduct intellectual property awareness and
6 education sessions that will reinforce the rights and responsibilities of Portland State employees including
7 faculty and administration.
8

9 **COPYRIGHT OWNERSHIP**

10
11 The University and the Association negotiated and reached agreement on the University Copyright
12 Ownership Policy, which is included in the CBA as an Appendix.
13

14 The parties agree that no faculty member will be compelled to enter into a separate agreement, as defined
15 in the policy, as a condition for continuing employment, promotion, tenure, or rehire. A faculty member's
16 decision to not enter into a separate agreement shall not be just cause for discipline.
17
18
19

1 **Memorandum of Agreement #9 AP INITIAL PLACEMENT NEW SYSTEM**

2 August 8, 2020

3
4 **Subject: Process for the initial placement of Academic Professionals (APs) into new Job**
5 **Family, Career Tracks and Career Levels**

6
7 *Recitals*

8
9 PSU has created a new system of classification for Academic Professionals. This includes the
10 creation of new Job Families, Career Tracks, and Career Levels). See attached [Appendix V](#). The
11 following outlines the process that PSU Human Resources (HR) will use to initially place
12 AP’s into their new Job Family, Career Track and Career Level. This process does not pertain to ongoing
13 job placement review requests after the initial placement process.

14
15 This Memorandum of Agreement has been negotiated by the University and the Association during
16 the Successor Bargaining period (2019-2020). Parties agree that this MOA, once ratified by
17 Association membership, will be implemented prior to the ratification of a full contract.

18
19 *Agreement*

20
21 The Position Description (PD) review and Job Family, Career Track and Career level placement
22 process will be completed within 60 days of the initial communication.

23
24 **Position Description Review Process**

25
26 1. Upon ratification of the MOA, no earlier than April 1, 2020, HR will send a joint email from PSU HR
27 and the Association to the employee and the supervisor. This notice will introduce the new
28 classification system and the placement of APs in this new classification system. (See [Appendix I](#)) All
29 departments will provide time during regular work hours for APs to review and revise their Position
30 Description (PD) so that it accurately describes the work and duties performed at the time of
31 placement.

32
33 Generally, within thirty (30) working days following this joint communication, the following
34 activities will take place:

- 35
36 a. HR will email all supervisors with information regarding the PD update process and timeline.
37 b. APs and their supervisor will be provided an opportunity to review the PD.
38 c. The supervisor and AP shall meet to review the PD, discuss the AP’s job duties and role, and
39 discuss any changes that will be made. The review is not an evaluation of the AP’s job
40 performance, but it is to accurately capture the AP’s job duties.
41 d. After the meeting with the AP, the supervisor will update the PD via PeopleAdmin. If no
42 changes are made, the supervisor will make note of the lack of changes in PeopleAdmin. HR
43 will send a reminder to involved parties two weeks into this thirty (30) day PD update process.

44
45 2. Following the update of the PD (regardless of whether any changes were made) HR will send a
46 confirmation email to both Supervisor and AP. The HR confirmation email will include a link to

1 PeopleAdmin, instructions on how to access the updated PD and a Position Description Feedback
2 form for the AP.

3
4 The Position Description Feedback form (See [Appendix II](#)) is designed to collect information from
5 APs about the PD update process including:

- 6
- 7 ● when the AP reviewed their PD with their supervisor,
- 8 ● AP concerns with the Position Description, if any, and
- 9 ● whether they wish for HR to contact them.

10
11 Based on the responses from the Position Description Feedback form the following actions may
12 result:

- 13
- 14 a. **No response:** HR will send a follow up email within 5 days of the initial email.
- 15 b. **No review:** Should the AP indicate that they had no review or meeting with their supervisor,
16 HR will follow up with the supervisor to confirm the situation and, if necessary, the supervisor
17 will set up the PD meeting.

18
19 **HR Follow-up:** Should the AP request follow up from HR, HR will contact the employee within a
20 reasonable time, not to exceed 5 days, to review the feedback, explore the issues, and work with them to
21 resolve the dispute about the PD. HR will make the final determination on the PD if the dispute cannot be
22 resolved.

23 24 **Classification Process**

- 25
- 26 3. Following the PD review, HR will make a Job Family, Career Track and Career Level
27 placement for the AP.
- 28
- 29 4. The supervisor and AP will receive an email with the Job Family, Career Track, and Career Level
30 placement of the AP. (See [Appendix III](#) and [Appendix IV](#)) The Association will receive a listing
31 of this data for Association members. This email notification to the AP will provide information
32 regarding a review and appeal process (see Section 5 below).

33 34 **Review/Appeal Process**

- 35
- 36 5. Review & Appeal of the Classification Placement Decision: The process below is to be followed
37 sequentially by APs who would like further review of their classification placement.
- 38
- 39 a. *Review by HR:* If an AP requests an appeal within 30 working days of the date when HR
40 issued the placement decision, HR will review the request and any supplemental
41 information the AP has submitted. HR will forward a copy of the review request to the
42 Association upon receipt. HR representatives will utilize all information provided and the
43 Classification framework to re-assess the AP job duties. HR may reach out to the
44 supervisor to receive additional information. HR will provide a copy of the appeal to the
45 supervisor and to the Association.
- 46
- 47 i. HR will send a Review of Position Placement Notification to the AP, their

1 supervisor, and to the Association. The notice will inform the AP of the results of
2 the HR review and will include the classification placement form as updated during
3 the review as well as any other information that was considered with additional
4 written justification and rationale for the placement decision. This review process
5 will take no more than 30 days from when the AP requests the review.
6

7 ii. Within 15 working days of receiving the Review Position Placement
8 Notification email, the AP may appeal the results to the First Level of Appeal.
9

10 b. *First Level of Appeal:* Appeals go to the Associate Vice President for Human Resources (AVP-
11 HR) in writing. The request shall state the basis upon which the employee is requesting the
12 review. The AVP-HR will forward a copy of the appeal to the Association upon receipt.
13

14 A standing Appeals Advisory Committee to the Associate Vice President for Human
15 Resources with cross-campus representation will provide input and recommendations to
16 the appeals. The Appeals Advisory Committee will have at least two members who are
17 appointed by the Association and two members representing PSU who are appointed by
18 the Administration. One alternate from each team shall be identified by each party. APs
19 serving on the committee shall be provided release time or overload to participate on the
20 committee. The Appeals Advisory Committee shall have access to all prior placement
21 process documentation, including the documentation used by HR to make the initial
22 placement decision and the review. The decision on the appeal made by the Associate
23 Vice President for Human Resources must be communicated in writing to the Academic
24 Professional, to their Supervisor, and to the Association within thirty (30) working days of
25 the date the appeal was filed.
26

27 c. *Second Level of Appeal:* If the Academic Professional is dissatisfied with the appeal decision
28 of the Associate Vice President for Human Resources, he/she may advance the appeal in
29 writing to the Provost, or other relevant vice president, within fifteen (15) working days
30 from the date on which the decision was communicated. The Provost, or other relevant
31 vice president, shall forward a copy of the appeal to the Association upon receipt. The
32 Provost, or other relevant vice president, will provide a written response and rationale to
33 Academic Professional, Supervisor, and the Association within fifteen (15) working days.
34

35 6. Placement decisions are not grievable and are not subject to Article 28. Grievances may be filed
36 based on violations of proper process as specified in this MOA
37
38

39 **MOA #9 - Appendix I - Joint AAUP/PSU Communication about Position Description Validation** 40 **Process**

41 Dear AP,
42
43

44 In the 2015-2019 Collective Bargaining Agreement, the University and AAUP conducted a classification study of the
45 current Academic Professional (AP) job families and levels (Letter of Agreement #8). This study, conducted by a
46 jointly selected outside consultant, resulted in the adoption of a new job family structure for Academic Professional
47 and Unclassified/Unrepresented employees. In part, this new structure includes more specific job families and six
48 individual contributor levels for each position category.

1
2 PSU AAUP and the University have agreed on procedures that will ensure an accurate and efficient transition from
3 the old job family system to the new one. Supervisor and Academic Professional input are critical to this process.
4 Given the diversity and complexity of Academic Professional positions, the supervisor and the Academic
5 Professionals they directly supervise have the best understanding of what these positions entail.
6
7 The first step of the transition is a position description update/validation process. AP positions will be re-
8 categorized into the new job family/IC level system based upon their position description. Since we currently do not
9 have a process for regularly updating position descriptions, many AP position descriptions are out-of-date. To
10 support the classification process, the first step is a position description review, update if necessary, and validation,
11 all of which are critical to the timely and accurate placement of positions into the new structure.
12
13 Over the next 2-3 months, all of the AP position descriptions will be reviewed and updated along the following
14 general timeline.
15
16 Step 1: Supervisors meet with APs to review and discuss position descriptions.
17
18 Step 2: Supervisors update position descriptions in PeopleAdmin as discussed and where necessary.
19
20 Step 3: Once AP position descriptions have been updated, APs will be notified so that they have an opportunity to
21 review the revised position and provide feedback about the process.
22
23 The steps of the position description validation process are available online and focus on the importance of
24 feedback between APs and Supervisors.
25
26 You will receive additional information shortly regarding the specifics of your role in this process as an employee or
27 a supervisor. All emails from HR related to this subject will be prefaced with the [AP CLASS] tag (see this email for
28 an example) to help them to stand out and enable you to locate and prioritize them.
29
30 Thank you in advance for your participation in this process. We all share in the responsibility for ensuring that
31 position descriptions accurately reflect the work being performed by each PSU employee. If you have questions at
32 any point during the Position Description review or subsequent Classification, please do not hesitate to contact PSU
33 HR at askhrs@pdx.edu or AAUP at aaup@psuaaup.net . (truncated letter)
34
35

1 **MOA #9 Appendix II Position Description Review Confirmation**

2
3 This brief form is part of the AAUP Position Description Review prior to the Classification of your
4 position. Additional information about the Classification process can be found at [h](https://www.pdx.edu/hr/job-classification)
5 [tps://www.pdx.edu/hr/job-classification](https://www.pdx.edu/hr/job-classification).

6 * Required

7

8

9 1. Email address *

10 _____
11

12

13

14 2. Your name

15 _____
16

17

18

19

20 3. Did you review your position description with your supervisor? *

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Mark only one oval.

Yes No

4. If you did meet with your supervisor, on what date did you review your Position Description?

Example: January 7, 2019

5. Overall, do you agree with the assigned job duties and responsibilities as outlined in your Position Description? *

Mark only one oval.

Yes Skip to section 5 (Thank you!)

No

6. Please describe those concerns:

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7. Would you like HR to contact you?

Mark only one oval.

Yes

No Skip to section 5 (Thank you!)

8. Contact Information (email/phone/etc)

We highly encourage you to take a moment to review your position description on file and to speak to your supervisor to ensure that it accurately reflects your job duties and responsibilities. Your position description will be used to accurately place your position in the upcoming classification framework. To review your position description, please [\[click here\]](#). To learn more about the new Classification framework, [\[click here\]](#).

Thank you for taking the time to complete this survey. Accurate, up-to-date position descriptions are a very important component of the classification process. If you have additional questions or concerns, please contact HR at [H R_ClassComp@pdx.edu](mailto:HR_ClassComp@pdx.edu).

1 **MOA 9 Appendix III- Email to AP and supervisor with the Job Family, Career Track, and Career**
2 **Level placement of the AP**

3
4 Dear “Column A”,

5
6 We are pleased to announce that Human Resources has completed placements of all AAUP Academic
7 Professional (AP) positions into the new classification and compensation structure. The structure is
8 intended to enhance internal and market-based equity, and reflects our commitment to a fair and equitable
9 workplace.

10
11 Our goal is to properly place all positions into job groupings/families, career tracks, and career levels. The
12 job placement is intended to align jobs across units.

13
14 Below, you will find your final position placement. We placed positions based solely on the position
15 descriptions provided in PeopleAdmin and feedback from you and your supervisor.

16 **Evaluation:**

Job Role:	Column H	
Job Impact & Complexity:	Column I	
Min & Preferred Requirements:	Column J	

17 **Position:**

Rationale from HR for Classification

Position number:	Column B	
Current working title:	Column C	
HR designated position title:	Column D	

Classification:

Job grouping/family:	Column E	
Career track:	Column F	
Career level:	Column G	

18
19 We encourage you to review your placements by visiting our class/comp page:

- 20 ● Job groupings/families, click [here](#):
- 21 ● Career track and level definitions, click [here](#):

1 • Classification process: click [here](#)
2
3 Please take the time to review the placement decision. If you would like to pursue an appeal after
4 reviewing the decision, please refer to the review and appeal process. [Link]
5
6 We want to thank all employees for their hard work and dedication to Portland State University.
7
8 Thank you,
9
10 Human Resources Portland State University
11
12

[MOA Appendix IV Classification Process](#)

This document is designed to provide you with details and resources related to how positions are analyzed and placed within the classification framework.

PSU's Classification Process helps to bring consistency to the placement of a position into a classification structure. Our goal is to properly place all positions into job groupings/families, career tracks, and career levels. The job placement is intended to align jobs across units. Throughout this process it is important to recognize that position analysis and classification is conducted based on the position, not the person currently filling the position. This is commonly referred to as an "incumbent neutral process."

The overall Classification Process consists of the following steps -

1. [Updated Position Descriptions](#) (PDs)
2. **Job Analysis & Classification:** Our goal is to accurately place each Academic Professional position into a new classification system. Each position description will be placed into a new Job Grouping/Family, Career Track and Career Level. [Details about this process are available below.](#)
3. Reviews & Appeal - Collective Bargaining Agreement Article 17.4

JOB ANALYSIS & CLASSIFICATION

Position Descriptions are used to determine the correct placement of the position in the framework.

- Job Family: A position is placed in a Job Grouping/Family based on common roles, responsibilities, skills. Job Groupings/Families are described online here.
- Career Track: Career tracks represent the overall career progression of a position (not an employee). Career tracks are described in more detail here.
- Career Level: Career levels are described in more detail here.
 - [Job Role](#) – job duties and responsibilities
 - [Job Impact and Complexity](#) – supervision received, decision making authority, contacts and communications, lead work and delegation of work to other employees, and budget authority.
 - [Minimum and Preferred Requirements](#) – education and work-related experience

Career levels are determined by reviewing the position description. The PD is used to assign a level to each of the above subcategories. Details about the characteristics of each level can be found in the Job Level Guide linked above under 'Career Level'. Overall Career Level is set based on the majority (>50%) of subcategory levels.

If you have any questions about this process, additional information is available online or by emailing PSU's HR Compensation team at hrclasscomp@pdx.edu.

1 MOA 9 Appendix V-1 Job Groupings (Job Families)

2

3

JOB GROUPING	DEFINITION	JOB FUNCTION/SUB-GROUP
Academic Services	Involves activities related to programs that enhance the academic environment for students, support faculty development, conduct ongoing assessment and provide institutional data	Assist, direct, or administer one or many external programs which aid in the support of undergraduate, graduate, and faculty programs. Design, development, implementation and/or evaluation of programs, including technical support.
Administrative Support	Involves activities related to administrative support services for the University's offices and departments	Provide assistance and administrative support to one or many departments, executives or managers. Support may include preparation of documents or materials, organization and facilitation of meetings, events, conference calls, supervision of staff, coordination of confidential or sensitive information.
Advising and Student Services	Involves activities related to supporting and enhancing the quality of student and post graduate life at the University	Provides services and administration of admissions, academic and career advising, career development/placement services, financial aid, registrar, residential life, student activities/events, education abroad, immigration, post- graduate support, recreational sports, management of student housing.
Athletics	Involves activities related to the operations of athletic programs	Provide management and administrative oversight of operations of athletic programs, athletic coaching, equipment management, training and conditioning, technical support and infrastructure.
Communications / Marketing	Involves activities related to promoting the University and its services to multiple internal and external constituencies through a variety of media, may involve governmental affairs and/or relations	Provides design services, communications and media relations, events management, and marketing.
Executive / Chief Officers	Involves offices holding the top administrative positions, with campus-wide reach	Provides direction for setting policy and course of action for the University.
Facilities / Operations	Involves activities related to the procurement, design, construction, inspection, maintenance and operations of the University's properties, buildings and grounds	Provides management of the maintenance and repair of university property, facilities planning and design, management of Environmental health and safety programs.

Field, Research, and Outreach Services	Involves activities related to the field, extension, and teaching/research locations and partner institutions on and off the main campus. Involves activities related to research project management and data collection.	Provides administration, research for and delivery of community outreach programs, field work or data collection.
Fiscal Services	Involves activities related to the planning, forecasting and delivery of the University's financial operations	Provides services and administrative oversight for University accounting, billing/collections, financial analysis, budget and finance, payroll, purchasing, procurement, grants administration.
Healthcare Administration	Involves activities related to leadership in the clinical and basic sciences areas of healthcare administration	Provides administration for health care, wellness training, counseling and psychological services, clinical, diagnostic education, community health outreach education, training, and services.
Human Resources & Organizational Development	Involves activities related to the delivery of services to support human capital needs for the University	Provides services and administration of training and development, equity and inclusion, administration and management of benefits, classification and compensation, HRIS, employee relations, labor relations, employment services.
Information Technology and Telecommunications	Involves activities related to the planning, developing and maintaining of information systems and operations	Provides services for application systems development, computer operations and help desk, information security, IT training, network infrastructure, telecommunications, web services, IT project management.
Legal and Compliance	Involves activities related to regulatory compliance and legal concerns	Provides administration and guidance to the university for compliance, risk management, intellectual property, legal services, accreditation/licensure, IRB, safety reporting, internal audit, contract negotiation, real property acquisition, AAEOE functions.
Library	Involves activities related to planning, acquiring and managing the access for the University's library and operations	Provides management of Library services, collections development and curation.
Safety and Security	Involves activities related to ensuring the security and safety of students, faculty, staff, and the campus and its facilities	Provide police presence on campus, provide supervisory roles to police unit.

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MOA Appendix V-3 Job Level Guide/Career Track: Technical and Administrative Support

This career path typically includes staff whose primary duties are administrative. Support staff are responsible for providing support and continuity of service to an assigned work unit, performing specific organizational tasks that are generally routine or where information and precedents are easy to obtain or interpret. Experience and knowledge may be gained on the job or acquired via industry experience. Support staff typically report to employees in the Management career path, and may supervise students but do not have supervisory responsibility over other staff, but may serve in a lead capacity. The distinguishing factors of this path are that (1) tasks and problems are usually routine to moderately diverse and (2) complex issues are typically referred to the immediate manager for guidance and resolution.

LEVEL	ROLE	IMPACT AND COMPLEXITY	MINIMUM REQUIREMENTS
TAS1	<p>Works under limited supervision in performing job responsibilities.</p> <p>Applies technical or process knowledge; requires capacity to understand specific needs or requirements to apply skills/knowledge.</p> <p>Responsible for own daily work and occasional projects. Not responsible for hiring, firing, disciplinary actions, etc.</p>	<p>Performs job responsibilities working within guidelines or traditional practice. May organize, set priorities, schedule, and review work of student workers or volunteers. Exercises judgment in prioritizing, planning, and organizing own work within time, process, and results requirements; has some flexibility to modify workflow based on need and circumstances.</p> <p>Decisions made address routine or non-routine questions and situations, often requiring investigation and/or research of precedents. Demonstrates ability to triage conflicting priorities and handle sensitive situations with tact and diplomacy.</p>	<p>Knowledge of standard policies, procedures, services, tools, and/or equipment in a field of specialization typically obtained by a Bachelor's degree or equivalent and 0 to 2 years related experience.</p>
TAS2	<p>Fully proficient in applying established standards for the job.</p> <p>Applies intermediate technical or process knowledge; requires ability to utilize diverse but conventional methods, techniques, or approaches to meet specific needs of an assignment.</p> <p>Responsible for own daily work and occasional projects. Not responsible for hiring, firing, disciplinary actions, etc. May direct activities of student workers.</p>	<p>Performs job responsibilities through use of specialized tools, job experience, and established standards. May organize, set priorities, schedule, and review work of student workers or volunteers. Prioritizes, plans, and organizes own work within time, process, and results requirements; determines processes and sequences to follow based on needs and urgency required by the circumstances.</p> <p>Decisions made use experience and expertise to anticipate department/discipline's needs, and handles the situation or identifies appropriate resource. Problems and issues faced are moderately complex and occasionally ill-defined and may need some analysis to understand. Some situations may require assessment, interpretation and analysis.</p>	<p>Knowledge of standard practices, policies, procedures, tools, and/or equipment in a field of specialization typically obtained by a Bachelor's degree or equivalent and 2 to 4 years of experience in the area of expertise.</p>

TAS3

Work is performed by applying established standards independently through a broad and deep knowledge base of the University acquired from several years of experience in a particular area.

Serves as a resource and guide to others in the department and/or University in questions of policy and procedural issues, precedents, etc.

Responsible for own daily work and occasional projects. Not responsible for hiring, firing, disciplinary actions, etc. for staff employees. May lead or oversee the work of other TAS employees. May supervise student employees.

Performs job responsibilities through use of specialized tools, job experience, and established standards. Typically organizes, sets priorities, schedules, and reviews work of student workers or volunteers. Fully responsible for effectively and independently handling all job responsibilities within scope of authority.

Decision and problems are varied, often complex, and involve multiple constituencies, often with competing priorities.

Coordinates resources from other areas within the University and externally in order to achieve the appropriate outcomes. Handles situations that require assessment, interpretation and analysis.

Knowledge of the technical and practical concepts, processes, and methods in a field of specialization typically obtained by a Bachelor's degree or equivalent and 4+ years of experience in the area of expertise.

MOA Appendix V4 Job Level Guide/Career Track: Individual Contributor

This career path typically includes non-supervisory staff responsible for utilizing learned knowledge to provide impactful work output to the organization. An individual contributor is defined as an individual responsible for tasks, duties, assignments and projects ranging in complexity and analysis. Experience and knowledge are brought to the position, with entry level professional staff learning additional skills on the job. Individual contributor staff typically report to employees in the Management career path, with higher-level incumbent contributors reporting to Executives in an advisory or expert capacity. Individual contributors are *not* typically responsible for the formal supervision of staff as their primary duty but they may lead project teams or provide coaching and delegation of work to other employees. While not common, there are circumstances where individual contributors will manage staff.

LEVEL	ROLE	IMPACT AND COMPLEXITY	MINIMUM REQUIREMENTS
IC1	Performs professional level work. Independently resolves operational issues and problems. Provides data and information analysis.	Performs work assignments that require professional understanding or practices and procedures of a particular discipline. Works under general supervision where non-routine work products are reviewed for thoroughness and accuracy. Decision making typically influenced by guidelines and parameters. Responds to internal/external customers regarding procedures and policies based on a basic knowledge of a particular discipline.	Knowledge and expertise in concepts, principles, and practices of designated professional discipline typically obtained by a Bachelor's degree and 0 to 2 years of professional experience.
IC2	Provides professional expertise to the University community and external customers. Serves as a resource and guide to others in the department and/or University. May act as a lead to students.	Work is performed in accordance with professional standards or defined principles. Works under general supervision with employee participating in determining objectives. Guidelines normally require interpretation to ensure appropriate application. Decision making occurs in a context where solutions may be found from many diverse alternatives and there is often uncertainty and a lack of information. Establishes priorities and schedules. Experience and expertise is required to anticipate needs and handle unique situations.	Intermediate knowledge and expertise in concepts, principles, and practices of designated field typically obtained through a Bachelor's degree and 2 to 4 years of professional experience within functional area. Knowledge permits the employee to complete assignments through application of well-established principles and practices.
IC3	Provides full range of professional work, including addressing more complex and ambiguous issues. Works on operational issues as a seasoned professional. May act as a lead to other employees.	Work is performed in accordance with established organizational policies or external regulations. Employee operates under supervision expressed in terms of goals, priorities, and deadlines. Supervision is typical limited to special situations requiring advice. Interprets inadequate guidelines, develop plans, and initiate new methods to complete assignments. Performs work assignments that require in-depth knowledge of principles, concepts, practices, and procedures of a particular discipline to address complex and ambiguous issues and/or issues of a highly technical nature.	Seasoned knowledge and expertise in principles, concepts, and practices in designated field typically obtained through a Bachelor's degree and 4 to 6 years of professional experience or Master's degree with 2+ years of experience within functional area. Knowledge permits the employee to plan steps for and carry out multiphase projects and to modify techniques to solve a wide range of problems.

IC4	Regularly serves as a technical leader, expert, or program management for challenging and unique functions and programs that have direct and significant department level impact. May set strategies that align with the department or school. Acts as a lead to other employees, which may include students.	Work is guided by overall objectives and minimal supervision. Must make decisions based on inadequate guidelines that require considerable interpretation to ensure appropriateness. Supervision is limited to special situations requiring advice or joint problem solving. Manages complex or specialized projects. Assignments are diverse and unpredictable and require the ability to flexibly and creatively adapt technical know-how to novel situations. Sets objectives and related milestones in collaboration with senior management.	Expert knowledge and expertise in theories, concepts, and principles of designated field typically obtained through a Bachelor's degree in a related field of study and 6 or more years of professional experience or Master's degree with 4+ years within functional area. Knowledge permits the employee to structure systems and solve problems touching multiple programs, systems, and business functions.
IC5	Serves as a program management or technical leader for a significant program or function. Leads efforts to address most challenging processes with significant consequences on the overall effectiveness and growth of the University. Collaborates with top management to deliver strategic business results. Sets strategies that align with the department or school. Acts as a lead to other employees, which may include students.	Work guided only by University strategic objectives that are established to provide general direction for obtaining end results. Breaks down University strategies and local objectives into meaningful goals. Establishes strategies to accomplish program and/or project objectives. Solves business problems, which requires a high degree of ingenuity and creativity; challenges are often unique. Creates wholly new methodologies and design strategies. Regularly works on systematic problems, which have significant financial consequences and require change management expertise.	Expert knowledge and expertise in theories, concepts, and principles of designated field typically obtained by a Master's or postgraduate degree or equivalent and more than 10 years of professional experience. Knowledge permits the employee to develop new hypotheses, theories, and concepts or to be recognized nationally as an expert in the specialized field.
IC6	Focuses on specialized field of professional expertise requiring extensive skills, knowledge, and education experience.	Provides specialized professional services such as legal, medical diagnosis, or psychological services. Strategically evaluate risk and suggest methods for mitigation. Executes appropriate courses of action based on application of specialized knowledge. Provides counsel and opinion in areas of expertise.	Typically requires a terminal (highest degree within the field) degree or advanced course of study. Requires professional license or certification, or actively working towards the certifications.

MOA Appendix V-5 Job Level Guide/Career Track: Management

This career path includes supervisory and management staff who focus on tactical and operational activities within a specified area. A manager is defined as an administrator responsible for accomplishing the department objectives and operations of at least one work unit, which includes managing staff and short- and long-term planning of department activities. Employees in this career path take corrective action as necessary to ensure departmental goals are accomplished by established deadlines. The most important factors are (1) clear responsibility for managing a department / function and (2) formal supervision of at least two staff (non-student). Managing performance of staff requires writing and delivering performance evaluations and monitoring production and overall work quality. The entry job title used for this path is Supervisor. Generally, managers are responsible for the daily operations and work quality for assigned areas, and may have control or input over hiring, firing, promotion and reward authority for assigned staff or work teams. Positions allocated to this career path must meet the criteria for exclusion from the Collective Bargaining Agreements.

LEVEL	ROLE	IMPACT AND COMPLEXITY	REQUIREMENTS
M1	Supervises work activities. Has input for personnel actions for team. Position at this level may have a portion of time spent on performing duties similar to those of direct/indirect report in the department, however, supervisory activities must be a primary job function.	The responsibilities for this position are clearly defined. Typically solves technical and operational problems using established guidelines and procedures. Works under general supervision and work progress/outcomes are reviewed for soundness of judgment and overall thoroughness and accuracy. Supervises workflow and processes that are clearly defined and routine. Work is guided by policies and standards. Work impacts the day-to-day objectives and results of job area.	Knowledge and expertise in designated field typically obtained through a Bachelor's degree and 1 to 3 years of lead and/or supervisory experience.
M2	Supervises/manages a work unit and typically has full authority for personnel actions for unit/team. May contribute to perspectives in the development of the area's operational plan. Accountable for achievement of job area's operational objectives.	Responsibilities require research, analysis and problem solving that is either deep in a particular subject area or broad, covering more than one specialty area. Work is performed in accordance with established organization policies or external regulations that may require some interpretation and/or selection to ensure that proper procedures are followed. Work has a significant impact on the achievement of results and operational objectives within the wider job area. Accountable for monitoring budgets and identifies opportunities for increasing revenue and containing costs and ensuring compliance with policies.	Knowledge and expertise in designated field typically obtained through a Bachelor's degree in a related field of study and 3 to 4 years of experience within functional area including supervisory experience.

M3

Typically responsible for the management of a unit performing diverse but related tasks. Responsible for work and budget planning for assigned functions.

Contributes to the operational plans of the division, school, or major functional area. Accountable for achievement of short-term operational objectives within area/department.

Work is performed in accordance with professional standards or defined principles. Guidelines normally require interpretation to ensure appropriate application. Decision making occurs in a context where solutions may be found from many diverse alternatives and there is often uncertainty and a lack of information.

Work requires interpretation and application of the function's operational strategy in order to set objectives for the department or unit. Work impacts the achievement of results within the job function or department.

Contributes to the development of budgets and operational forecasts; accountable for monitoring budgets and identifies opportunities for increasing revenue and containing costs and ensuring compliance with policies.

Knowledge and expertise in concepts, principles, and practices of designated field typically obtained through a Bachelor's degree in a related field of study and 4 to 6 years of professional experience or Master's degree in a related field of study and 3+ years including significant management experience.

<p>M4</p>	<p>Responsible for planning and overseeing diverse activities within a planning unit or functional area of the institution. Typically directs significant programs and operations through subordinate managers and professionals.</p> <p>Sets strategies and objectives that align with the overall strategy of the University.</p> <p>May contribute to University strategy development. Accountable for managing and communicating long-term direction and achieving broad strategies within the functional area.</p>	<p>Situations require analytical or evaluative thinking. There are significant intangibles or uncertainties.</p> <p>Coordinates and integrates diverse activities within a planning unit or functional area. Develops and manages budgets and business plans.</p> <p>Breaks down University and planning unit strategies into meaningful strategies and goals that affect the work activities and performance of one or more departments. Oversight is limited to special situations requiring advice or joint problem solving. Departs from standard protocols and methods in order to address unique and complex problems. Work significantly impacts the results of the planning unit.</p> <p>Manages and may develop budgets and operational forecasts; accountable for monitoring budgets and identifies opportunities for revenue enhancement and containing costs and ensuring compliance with policies.</p>	<p>Seasoned knowledge and expertise in theories, concepts, and principles of both management and designated field of study typically obtained through a Master’s degree in a related field of study and 6 or more years of professional experience within functional area including experience managing a team of individual contributors. Knowledge permits the employee to structure systems and solve problems touching multiple programs, systems, and business functions.</p>
<p>M5</p>	<p>Responsible for planning and overseeing a significant and complex functional area or its equivalent.</p> <p>Formulates policies, strategies, and systems that best position the University in the competitive marketplace. Directs critical programs or functions through a diverse team of subordinate managers. May manage multiple layers of managers.</p> <p>Informs the University’s long-term strategic vision. Accountable for managing and communicating long-term direction and achieving broad strategies within functional area that link directly to University-wide objectives.</p>	<p>Situations encountered are often unique and require the development of new approaches to problem solving.</p> <p>Develops and implements new initiatives to address complex problems and/or capitalize on opportunities. Develops systems, methods or approaches, and operating procedures.</p> <p>Responsible for integrating and aligning strategic plans for area with the University as a whole, assessing long-term needs and establishing objectives for a function.</p> <p>Decisions are guided by broad operating plans and strategic vision. Often the main decision point on issues that have major and long-term consequences for the University. Position provides long-term planning, legal compliance, budget management, and adherence to University policies for a major function. Work impacts the results of the University through the achievement of unit strategies.</p> <p>Develops and manages budget and operational forecasts; accountable for monitoring budgets and identifies opportunities for revenue enhancement and containing costs and ensuring compliance with policies.</p>	<p>Expert knowledge and expertise in theories, concepts, and principles of both management and designated field of study typically obtained through a Master’s or postgraduate degree or equivalent and more than 10 years of professional experience. Knowledge permits the employee to develop new hypotheses, theories, and concepts. This will include significant experience in managing financial and human resources as well as experience developing, gaining support for, and executing short- and long-term strategic plans.</p>

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**Memorandum of Agreement #10 ACADEMIC FREEDOM RESOURCE GUIDE
December 15, 2020**

Subject: The State of Academic Freedom at Portland State University

The University and Association agree to jointly develop a guide detailing resources and support available to members of the university community who are experiencing harassment or other undue pressure from individuals or groups off campus. The guide will be complete on or before 31 March 2021, will be referenced in [Article 24](#) of the collective bargaining agreement, and will be posted in one or more places on the Portland State University website.

1 **Memorandum Of Agreement #11 ACCOMMODATION TESTING PLAN**

2 **April 14, 2021**

3
4 Subject: Effects Implementation Accommodations Testing Plan

5
6 ***Recitals***

7
8 The University has refocused the plan for student accommodation testing procedures to commence
9 when the University returns to campus. The implementation of this refocused plan will begin in Fall
10 2021. The parties acknowledge that the Provost's message on Accommodation Testing [BELOW]
11 was a revision to the approach of student testing accommodations and not a change in requirements.

12
13 Previously, Student Health and Counseling voluntarily provided space and staff to proctor exams.
14 The need for testing accommodations has outgrown the space and staffing for SHAC to assist in this
15 endeavor. In 2018 a decision was made to transfer oversight of the Testing Center to another
16 Department. A work group was created to determine the best way to implement this decision and the
17 resulting undertakings. Some students would be directed to the testing center based on more
18 extensive accommodations, while students with less extensive accommodations would be directed to
19 their faculty for testing accommodation's.

20
21 ***Agreement***

- 22
- 23 1. The parties acknowledge that if faculty members are able to design exams accessibly,
24 accommodations may not be needed.
 - 25
26 2. The parties acknowledge that faculty members are responsible for ensuring that testing
27 accommodations are provided to comply with the accommodations determined by the
28 Disability Resource Center (DRC).
 - 29
30 3. The Learning Center is the unit on campus that is tasked with coordinating much of the third-
31 party proctoring support available to faculty.
 - 32
33 4. The parties acknowledge that there is currently no comparative data (identified in the list
34 below) nor has data as noted below been collected.
 - 35
36 5. The parties agree to monitor the process, through the Labor Management Committee, to
37 determine the impact, if any, on the accommodation testing process, the participants and
38 faculty.
- 39

40 **Reporting**

41 Once the testing accommodations have been implemented, the University will provide AAUP with
42 a report that includes the following:

- 43
44 1) Number of requests by faculty for a secure proctor

- 2) Number of times a secure proctor was not available and why
- 3) Number of students assigned to or using Pathway A and Pathway B
- 4) Number of Faculty who attended training on the current PSU platform to proctor exams or received training and/or assistance to implement Universal Design assessment methods.
- 5) Summaries of each complaint received by the DRC or the Office of Equity and Compliance from a student where the student complains that there was a failure to provide approved testing accommodations (summaries shall be de-identified so as not to provide FERPA-protected or other non-public information about a student).
- 6) Further, the summaries will identify which academic department offered the course where the student contends, they did not receive an approved testing accommodation if this can be provided without disclosing FERPA-protected or other private information about a student.
- 7) The University will provide the report to AAUP within four weeks after the end of each academic term and it will be sent to the parties in accordance with the CBA at Article 39.
- 8) The University will provide AAUP with six (6) reports, however, the AAUP may notify the University at any time that it does not require to receive further reports and may mutually agree to end this agreement early.

Training

- 1) The University will offer yearly training to assist faculty members on accommodation testing. Participation in the training will be voluntary.
- 2) Training may include at least 2 options in which members can sign up to take the training.
- 3) This training shall include the principles of Universal Design assessment methods (Option 1) and how to use the current PSU Platform to proctor exams (Option 2). The University will send notice of each training opportunity to all instructional faculty members in the AAUP Bargaining Unit via their PSU email address.
- 4) New mid-year hires shall be afforded the opportunity to receive the training before the end of their first academic year.

The parties agree that either party may request to meet and collaborate on the mitigation of potential impacts of the accommodation testing plan. This collaboration will be on based on information provided in the reports from #1.

1 This MOA will become effective upon signature and ratification and will be placed as an Appendix in
2 the CBA and will expire with the Collective Bargaining Agreement.

4 **Provost's Message: Revised Approach to Accommodations for Testing**

6 Colleagues,

7 The Americans with Disabilities Act Amendments Act (ADAAA) and Section 504 of the
8 Rehabilitation Act of 1973 require the University to provide testing accommodations to all students
9 with disabilities. Since 2013, the Disability Resource Center (DRC) has experienced a 120% increase in
10 the number of students served. Currently, more than 2,100 current students have received
11 accommodations through the DRC and 72% of those (nearly 1600 students) had access to testing
12 accommodations.

14 The current Testing Center space (managed by Student Health and Counseling - SHAC), staffing, and
15 structure provided for proctoring exams of students with disabilities have grown inadequate to meet
16 our increasing needs, and it is becoming more difficult to ensure that students' testing
17 accommodations are provided. At the end of fall term 2019, a decision was made to transition
18 oversight of the Testing Center to another department, and a workgroup was formed thereafter to
19 draft a plan for implementation.

21 **The Implementation Plan**

22 The workgroup identified a stratified proctoring model that divides students into two groups based on
23 the testing accommodations for which they are found to be eligible in their initial appointment with
24 the DRC. A limited number of students who have more extensive accommodations are then directed
25 to the Testing Center for the majority of their proctoring needs. All other students receiving testing
26 accommodations are directed to their faculty to identify appropriate options that would work best for
27 the students. The complete plan for providing accommodated testing is outlined on the [Learning
28 Center's Testing Center webpage](#). This model will provide faculty with more options for test
29 proctoring and will help to ensure that all students who wish to receive their testing accommodations
30 have the ability to do so.

32 **The Learning Center's Key Role**

33 Following the presentation of the implementation plan, the Learning Center was identified as the unit
34 best positioned to take on the oversight of the Testing Center's physical space and other options for
35 providing testing accommodations. Under the direction of Interim Director Dr. Shoshana Zeisman-
36 Pereyo, the Learning Center will oversee accommodated test proctoring starting in summer term 2020.
37 I am grateful to Dr. Zeisman-Pereyo for agreeing to provide continued leadership for the Learning
38 Center and these expanded activities.

40 **COVID-19, Universal Design for Learning, and Assessment Methods**

41 The dramatic shift to remote education due to the effort to curtail the spread of COVID-19 has
42 compelled our university faculty to design assessment more inclusively, to move exams into D2L, and
43 to provide students with alternative assessment methods (like presentations, papers, and more) as
44 appropriate. This type of curriculum design is called Universal Design for Learning (UDL), and it

1 provides the opportunity to meet the needs of more of our students (with and without disabilities
2 alike). I hope that faculty will continue to consider ways in which UDL can be implemented in all
3 courses to address Persistence, Academic Success, and Student Experience—three of the four pillars
4 or focus areas within the PSU Student’s First effort. For more information on Universal Design for
5 Learning here at Portland State, please visit the [Office of Academic Innovation \(OAI\) website](#).

6
7 **A Note About Make-Up Exams**

8 The Learning Center has also been asked to work on a plan to support faculty and students who need
9 options for taking proctored make-up exams. We will provide more information on make-up exams
10 once that has been developed.

11
12 Again, to learn more about the plan for providing accommodated testing options to students with
13 disabilities, visit the Learning Center’s Testing Center webpage.

14
15 If you have questions or need more information, please contact Shoshana Zeisman-Pereyo, Interim
16 Director of the Learning Center, at zeisman@pdx.edu.

17
18 Sincerely,
19 Susan Jeffords, Ph.D.
20 Provost and Vice President for Student Affairs

21
22
23
24 ***COVID IMPACT MEMORANDA OF AGREEMENT #1-21***

25
26 **MOA COVID impact #1: EXPIRED IPDAS**
27 OCTOBER 30, 2020 CORRECTED

28
29 **Subject: Extension of Timelines for expired Individual Professional Development accounts**
30 **(IPDAs) pursuant to [Article 19 Section 3\(e\)](#) due to COVID-19 pandemic**

31
32 *Recitals:*

33
34 The funds deposited in IPDA’s on July 1, 2016, that have not been used by members are due to expire
35 and revert to the Deans on June 30, 2020. Closures across the country and the world due to the
36 pandemic have resulted in difficulty using those funds within this time period. The parties wish to
37 defer the expiration of those funds so that members have sufficient time to use them for their
38 intended purpose when normal operations resume.

39 *Agreement:*

40 The funds deposited in IPDAs on July 1, 2016, that have not been used will automatically roll over in
41 their respective IPDAs for an additional year and expire on June 30, 2021. Members will not need to
42 request the roll over pursuant to [Article 19 Section 3\(g\)](#) for 2016-17 funds.

1 Should normal operations not resume by January 1, 2021, then the funds deposited in IPDAs on July
2 1, 2017, and any funds remaining from the 2016-17 allotment, will roll over until June 30, 2022.
3 Members will not need to request the roll over pursuant to [Article 19 Section 3\(g\)](#) for 2017-18 funds.

4
5 **MOA COVID impact #2: TT MEMBERS TENURE CLOCK ADJUSTMENTS**
6 **APRIL 22, 2020**

7
8 **Subject: Option for tenure track members to delay Promotion and Tenure review due to the**
9 **COVID-19 pandemic**

10
11 *Recitals:*

12 PSU and AAUP recognize that the COVID-19 has created a situation that may interrupt faculty
13 progress toward promotion and tenure. The parties wish to ensure that tenure-track faculty whose
14 scholarly agendas were adversely impacted by the events of Spring 2020 are given the opportunity to
15 recover.

16
17 *Agreement:*

18 A one-year extension of the tenure clock will be offered to all tenure-track faculty members who were
19 employed on the tenure track as of Spring term, 2020.

20
21 Faculty scheduled for tenure review in Academic Year 2020-2021:

22 The University will communicate this offer to faculty members no later than one week after the
23 ratification of this agreement. Faculty in this group must let their Department Chair or Chair
24 equivalent and Dean's office know their decision in writing no later than June 1, 2020 using the
25 ACKNOWLEDGEMENT OF EXTENSION OF TENURE CLOCK form ([Appendix A](#)).

26
27 Faculty scheduled for tenure review in Academic Years 2021-22 through 2024-25:

28 For tracking purposes, all faculty in this group will remain on their current promotion and tenure
29 review schedules and retain the right to an early review. In April when notifications are sent to those
30 eligible for promotion and tenure review for the following academic year, the Department Chair, Chair
31 equivalent, or Chair of the P&T Committee will include this MOU along with the eligibility
32 notification. Any Faculty member electing the one-year extension must inform the Department Chair,
33 Chair equivalent, or Chair of the P&T Committee, and the Dean's Office of their decision no later
34 than April 30 of that academic year, in writing using the ACKNOWLEDGEMENT OF
35 EXTENSION OF TENURE CLOCK form ([Appendix A](#)).

36
37 This agreement will become effective upon signature and ratification of the parties and shall remain in
38 effect until the conclusion of the adjustment cycle (AY 2024-25) as noted above.

1 **Appendix A to MOA Covid Impact 2**

2 Option for tenure track members to delay Promotion and Tenure review due to the COVID-19 pandemic

3
4 **ACKNOWLEDGMENT OF**
5 **EXTENSION OF TENURE CLOCK DUE TO COVID-19**
6 **FOR ACADEMIC YEARS 2020-21 through 2024-25**

7 Name:

8 _____
9 Last First Middle

10 College or School/Department: _____ PSU ID: _____

11
12 Date of First Appointment at PSU: _____ Current Rank: _____

13
14 * * * * *

15 INSTRUCTIONS: When notifications are sent regarding those eligible for promotion and tenure
16 review, the Department Chair or chair of the P&T Committee will include this form along with the
17 PSU-AAUP MOU Titled: OPTION FOR TENURE TRACK MEMBERS TO DELAY
18 PROMOTION AND TENURE REVIEW DUE TO THE COVID-19 PANDEMIC, dated April 22,
19 2020.

20
21 The eligible Faculty member must inform the Department Chair, chair of the P&T Committee, and
22 the Dean's Office, of their decision opt-in to the one-year extension of their tenure review in writing,
23 using this form. The Deadline for the decision is June 1, 2020 if tenure review is in AY 2020-21, or
24 April 30 of the year of the tenure review if the tenure review is in AY 2021-22 through 2024-25.

25
26 *To be filled out by the Faculty Member:*

Check One		Date of Tenure Review
_____	I would like to keep my original tenure review schedule.	FALL 20_____
_____	I would like the automatic Tenure Clock Extension.	FALL 20_____

27

Print Names Clearly Below:	SIGNATURES	DATE
EMPLOYEE:		

DEPARTMENT CHAIR/Supervisor of Record:		
DEAN:		

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Acknowledgement of Receipt: The Deans office will provide a signed copy to The Office of Academic Affairs

**MOA COVID impact #3: TT MEMBERS HIRED 2020-21 TENURE CLOCK ADJUSTMENTS
April 1, 2021**

Subject: Tenure Track Faculty members hired in the 2020-21 Academic Year access to tenure clock adjustment due to the COVID-19 pandemic

Recitals:

The tenure clock extensions made available to tenure track faculty members in 2020 04Apr22 MOA TT members Tenure Clock Adjustments EXECUTED RAT.pdf [[MOA COVID IMPACT #2](#)] did not extend to members that commenced their tenure track positions in the 2020-21 Academic Year. The COVID-19 pandemic may have had a significant impact on these members.

Agreement:

Members who commenced employment in the 2020-21 Academic Year shall be eligible to submit [Appendix A](#) of the above MOA to seek a Tenure Clock Adjustment in accordance with that agreement.

The parties agree this agreement is non-precedential.

This agreement will become effective upon signature.

**MOA COVID impact #4: STARTUP PACKAGES
June 11, 2020**

Subject: Automatic extension of AY 19-20 deadlines in tenure track members startup packages due to the COVID-19 pandemic

Recitals:

1
2 The University and the Association recognize that the COVID-19 has created a situation that may
3 interrupt faculty progress toward promotion and tenure, and that members are particularly vulnerable
4 if their start-up packages contain deadlines at the end of AY 2019-20 and AY 2020-21. The parties
5 wish to ensure that tenure-track faculty whose scholarly agendas were adversely impacted by the
6 events of Spring 2020 are given the opportunity to recover.

7
8 *Agreement:*

- 9
10 1. Deadlines to any aspect of a tenure track faculty member's start up package that fall within the
11 period of remote operations due to the COVID-19 pandemic will have those deadlines
12 extended until June 30, 2021.
13
14 2. Should normal University operations not resume by January 1, 2021, any deadlines extended in
15 #1 above will be extended until June 30, 2022, and any deadlines originally established for AY
16 2020-21 will be extended until June 30, 2022.
17
18 3. In no event will the startup package extension exceed the Tenure deadline.
19
20

21 **MOA COVID impact #5: STARTUP PACKAGES AY 21-22 AND 22-23**

22 **April 13, 2021**

23
24 **Subject: Extension of AY 21-22 and AY 22-23 deadlines in tenure track members startup**
25 **packages due to the COVID-19 pandemic**
26

27 *Recitals:*

28
29 The University and the Association recognized that the COVID-19 pandemic created a situation that
30 may have interrupted faculty progress toward promotion and tenure if their start-up packages had
31 deadlines in AY 19-20 or AY 20-21, and addressed that impact in 2020 06Jun11 MOA COVID
32 impact- Startup packages EXECUTED RAT [\[MOA COVID Impact #4\]](#). The pandemic has impacted
33 operations far longer than anticipated, and the parties recognize that faculty members with startup
34 packages that expire in AY 21-22 and AY 22-23 may be similarly impacted. The parties wish to ensure
35 that tenure-track faculty whose scholarly agendas were adversely impacted by the pandemic are given
36 the opportunity to recover.
37

38 *Agreement:*

- 39
40 1. Tenure Track faculty members who have startup packages deadlines in AY 21-22 and AY 22-
41 23 shall be able to extend the deadlines for one year by applying for the extension on the
42 attached form (Appendix A) prior to December 31, 2021.
43
44 2. The startup package extension cannot exceed the Tenure deadline unless provided for in the

1 supplemental letter.

2
3 Appendix A to MOA Option for tenure track members to extend startup package deadlines
4 in AY 21-22 and 22-23 due to the COVID-19 pandemic

5 **ACKNOWLEDGEMENT OF**
6 **EXTENSION OF STARTUP PACKAGE DEADLINE**
7 **FOR ACADEMIC YEARS 2021-22 AND 2022-23**

8
9 Name:

10 _____
11 Last First Middle
12 College or School/Department: _____ PSU ID: _____

13
14 Date of First Appointment at PSU: _____ Current Rank: _____

15
16 AY where you will submit for Promotion and Tenure _____

17
18 Has a Tenure Clock Adjustment (TCA) been applied? YES or NO

19 If YES, please indicate all TCAs: _____

20 * * * * *

21 INSTRUCTIONS: Deans shall ensure that Department Chairs distribute this form with its
22 empowering MOA before the end of spring 2021, and again in the beginning of Fall 2021, to all tenure
23 track faculty members who have startup package deadlines in AY 21-22 or 22-23. Faculty members
24 shall have until December 31, 2021 to return the form to the Department Chair. The Department
25 Chair shall provide a copy of the submission to the Dean's office, and Office of Academic Affairs by
26 January 15, 2022.

27
28 The eligible Faculty member must inform the Department Chair of their decision opt-in to the one-
29 year extension of startup package deadline in writing using this form. The Deadline for the decision is
30 December 31, 2021. Faculty members shall be able to extend only if the new startup package deadline
31 is before the AY for tenure review.

32 *To be filled out by the Faculty Member:*

Check One	
_____	My start up package has deadlines in AY 21-22. I need to extend this deadline one year due to the pandemic.
_____	My start up package has deadlines in AY 22-23. I need to extend this deadline one year due to the pandemic.

33

1

* * * * *

Print Names Clearly Below:	SIGNATURES	DATE
EMPLOYEE:		
DEPARTMENT CHAIR/Supervisor of Record:		
DEAN:		

2

The Deans office will provide a signed copy to The Office of Academic Affairs

3

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MOA COVID impact #6: ACADEMIC PROFESSIONAL EVALUATIONS

9

MAY 1, 2020

10

11

Subject: COVID-19 impact on Academic Professional Evaluations

12

13

Recitals:

14

The workload of Academic Professionals, and their departments associated with moving all classes and serving all students remotely to reduce the spread of the COVID-19 virus, is substantial. In light of the changes made during the COVID pandemic period as well as the option offered to extend the promotion and tenure review process, the University and the Association (collectively the “Parties”) wish to provide similar consideration to all Association members.

15

16

17

18

19

20

21

Agreement:

22

The deadline for completing the 2019-2020 Academic Professional evaluations, which ended on April 1, 2020, will be extended until June 30, 2020. The required meeting to discuss the evaluations shall be completed virtually, using available technology such as Zoom or Google Hangouts.

23

24

25

26

For the evaluation period ending April 1, 2021, Supervisors will give meaningful consideration and take into account the stressors and disruptions of the COVID crisis (such as a global pandemic, stay at home orders, the deployment to work at home), and the input from Academic Professionals.

27

28

29

Although we recognize that each case may be different, as appropriate, Academic Professionals are strongly encouraged to submit a self-evaluation that articulates struggles they may have encountered and any impact on their performance or outcomes. Should an Academic Professional receive a negative evaluation for performance during the COVID crisis period, the Supervisor will articulate consideration given to the stressors noted in the self-evaluation.

30

31

32

33

34

35

35

1 OAA will send an email to supervisors on or about March 15, 2021 with this MOA in preparation for
2 the next evaluation period.

3
4 This agreement will become effective upon signature and ratification of the parties. This MOA will be
5 inserted in the MOA section of the Successor Agreement to the 2015-19 Collective Bargaining
6 Agreement.

7
8
9 **MOA COVID impact #7- NTTF AND TT REVIEWS**
10 **AUGUST 12, 2020**

11
12 **Subject: COVID-19 impact on NTTF and TT Faculty Reviews**

13
14 ***Recitals:***

15
16 We recognize that the COVID-19 pandemic and the University's deployment of employees to remote
17 work operations had an impact on how and where faculty members conduct their work. The parties
18 wish to provide guidance to Non-Tenure Track Instructional, Tenure Track, and Tenured Faculty
19 members about framing the impact of remote work and the pandemic in their probationary annual
20 reviews and in post-continuous and post-tenure review.

21
22 We recognize that student evaluations are commonly used in P&T and other review files. Although the
23 value of student evaluations may be disputed, they can be a key in assessing the effectiveness of
24 teaching.

25
26 ***The Parties agree as follows:***

- 27
28 1. Tenure Track and Tenured Faculty members who perceive that their scholarship, teaching and
29 service were impacted by the COVID-19 pandemic and the University's deployment of employees
30 to remote work operations have the option to include evidence in their review material of the
31 impact of the pandemic and the work at home deployment on their work in their next review
32 period for the following:
33 a. Pre-Tenure Annual Reviews
34 b. Third-Year Review
35 c. Post-Tenure Review (PTR)
36
37 2. Non-Tenure Track Instructional Faculty members who perceive that their scholarship, teaching
38 and service were impacted by the COVID-19 pandemic and the University's deployment of
39 employees to remote work operations have the option to include evidence in their review material
40 of the impact in their next review period for the following:
41 a. Pre-Continuous Appointment Annual Review
42 b. Post-Continuous Appointment Review
43

- 1 3. It will be at the discretion of the faculty member to include or not include any student evaluations
2 collected from courses taught during the period of remote teaching beginning Winter 2020
3 through summer 2020 in all future evaluation, promotion, continuous appointment, or tenure
4 decisions. The absence of these student evaluations will not prejudice future evaluation,
5 promotion, continuous appointment, or tenure decisions.
6
- 7 4. In the Fall 2020 term, members may include and specifically note additional measures of teaching
8 effectiveness beyond student evaluations. This can include, but is not limited to, sample teaching
9 material, peer observations, or recorded lectures. A member who would like guidance on suitable
10 additional measures may, at the discretion of the member, consult their Department Chair and/or
11 their P&T committee.
12
- 13 5. If remote work continues into Winter 2021, members shall have the opportunity to articulate the
14 impact in their next two Pre-Tenure Annual Reviews or Pre-Continuous Appointment Annual
15 Review.
16
- 17 6. The University shall give meaningful consideration to the arguments and evidence presented
18 regarding the impacts of COVID-19. Should the faculty member receive a negative evaluation
19 covered by this MOA, the Review Committee will articulate the consideration given to the
20 member's arguments and evidence of the impacts of the COVID-19 pandemic and remote work.
21

22 This agreement will become an addendum to the current collective bargaining agreement and will be
23 incorporated in the successor agreement as the parties deem appropriate during successor bargaining
24 as a housekeeping item.
25

26
27 **MOA COVID impact #8- NTTF-CA MILESTONE REVIEW EXTENSION**
28 **December 17, 2020**
29

30 **Subject: Option for non-tenure track instructional faculty members to delay milestone review**
31 **for continuous appointment in AY 20/21 due to the COVID-19 pandemic**

32 *Recitals:*

33 PSU and AAUP recognize that the COVID-19 has created a situation that may interrupt NTTF
34 faculty member progress toward Continuous Appointment. The parties wish to ensure that NTTF
35 faculty members whose progress toward continuous appointment was perceived by them to be
36 adversely impacted by the events of Spring 2020 are given the opportunity to recover.

37
38 *The Parties agree as follows:*
39

1. A one-year extension of the continuous appointment clock will be offered to all non-tenure track faculty members who are scheduled for their milestone review for continuous appointment in AY 20/21. All other requests for an extension due to COVID-19 impact, will be on a case-by-case basis.
2. The University will communicate this offer to faculty members September 1, 2020. Faculty members in this group must let their Department Chair or Chair equivalent and Dean's office know their decision in writing no later than September 30 of the year of their original review using the ACKNOWLEDGEMENT OF EXTENSION OF CONTINUOUS APPOINTMENT CLOCK form [NOT INCLUDED IN CBA].
3. It will be at the discretion of the faculty member to include or not include any student evaluations collected from courses taught during the period of remote teaching beginning in Winter 2020 through Summer 2020 in their continuous appointment milestone review regardless of the year of the review.

This agreement will become effective upon signature and ratification of the parties and shall remain in effect until the conclusion of the adjustment cycle (AY 2025-26) as noted above.

Milestone Review		
		Septembers/Years
HIRED September 16, 2020	Contractual Reviews to be completed by June 15	Count
2020-21	1 st Annual Review	1
2021-22	2nd Annual Review	2
2022-23	3rd Annual Review	3
2023-24	4th Annual Review	4
2024-25	5th Annual Review	5
2025-26	Milestone Review Occurs	6
POSITIVE MILESTONE REVIEW		
9/16/2026 New post CA contract starts	Positive Milestone Review CA Effective Date from 2026- 27 Review	ALSO start of Academic year 1 for the PCAR 5-year review cycle (2026-27)

**MOA COVID impact #9- FACULTY DEVELOPMENT GRANTS
May 27, 2020**

1 **Subject: Extension of Faculty Development Grant award life for all current grants due to the**
2 **COVID-19 pandemic**

3
4 *Recitals:*

5
6 The University and the Association recognize that the COVID-19 has created a situation that may
7 interrupt a faculty member's progress toward completion of their Faculty Development Grant project.
8 The parties wish to ensure that members of the Association whose progress was impacted by the
9 events beginning in Spring 2020 are given the opportunity to recover and complete their projects to
10 their maximum potential.

11
12 *Agreement:*

13 A one-year extension will be provided to all faculty development grant awards that were active on
14 March 1, 2020. Awards that were due to expire on June 30, 2020 will be extended to June 30, 2021.
15 Awards that are due to expire on June 30, 2021 will be extended to June 30, 2022.

16
17 It shall be the responsibility of the grant recipient to secure extensions from external sources as
18 necessary, including but not limited to, data contracts, equipment use, and IRB approvals.

19
20 This agreement will become effective upon signature and ratification of the parties, and will remain in
21 effect until June 30, 2022. This MOA will be placed in the appendix of the successor agreement.

22
23
24 **MOA COVID impact #10- LETTER TEMPLATES EVALUATORS**
25 **April 26, 2021**

26
27 **Subject: Temporary Change due to COVID -19 to Sample Letter Templates for external**
28 **evaluators for TTF promotions and/or tenure and NTTF promotions.**

29
30 **Recitals:**

31 PSU and AAUP recognize that the Pandemic created a situation that may have interrupted promotion
32 and/or tenure processes for TTF and NTTF.

33
34 **Agreement:**

- 35
36 1. The parties agree to add explanatory language to the Sample Letters in Appendix II of the
37 University P&T Guidelines so that external reviewers understand the University's position on
38 any tenure clock extensions requested due to the Pandemic and any evidence that substantiates
39 impacts that the faculty member may have experienced. The revised Sample Template Letters
40 with the explanatory language are Appendices A and B of this agreement.
41
42 2. Explanatory language regarding PSU's response to the potential impact of the Pandemic added
43 to the SAMPLE LETTER TO EXTERNAL EVALUATORS FOR TENURE AND

1 PROMOTIONS TO ASSOCIATE PROFESSOR AND FULL PROFESSOR [BELOW] and
2 the SAMPLE LETTER TO EVALUATORS OUTSIDE THE DEPARTMENT FOR
3 PROMOTION OF NTTF [BELOW] represents a temporary change and this new language
4 will be deleted after all impacted faculty have completed their review cycles.

5 This agreement will become effective upon signature and ratification of the parties, and shall remain in
6 effect until the conclusion of the promotion cycles (AY 2024-25).

7 8 **APPENDIX A**

9 10 SAMPLE LETTER TO EXTERNAL EVALUATORS FOR TENURE AND PROMOTIONS TO 11 ASSOCIATE PROFESSOR AND FULL PROFESSOR

12
13 (NOTE: Significant deviations from this form must be approved by the Dean and Provost/Vice
14 President.)

15
16 Dear (name of evaluator):

17
18 The (name of Department) of the (name of College or School) of Portland State University is
19 considering whether it should recommend (rank and name) for promotion to the rank of (Associate
20 Professor, Professor) (with tenure) effective (date).

21
22 To assist in such considerations, the University requires that written evaluations be obtained from
23 multiple and credible sources in the candidate's scholarly or creative field outside the University.

24
25 I am writing to request a letter giving your assessment of the quality and significance (see Portland
26 State University's Promotion and Tenure Criteria enclosed) of Professor (name)'s scholarship. Your
27 letter will become a part of the file and will be available for review by the affected faculty member.

28
29 In your assessment, we ask that you give meaningful consideration to the arguments and evidence
30 presented regarding the impacts of the Pandemic. A one-year extension of the tenure clock was
31 offered by the University to all tenure-track faculty members who were employed on the tenure track
32 as of Spring term, 2020 through Academic Year 2025-26. Any faculty member, whether or not they
33 elected the one-year extension, has the opportunity to include arguments and evidence regarding the
34 impacts of the Pandemic on their scholarship. Please note that it is the University's intention that
35 tenure clock extensions and impacts cited due to the Pandemic or other FMLA related reasons, are not
36 to be interpreted negatively.

37
38 For your information I am enclosing a copy of Professor (name)'s vita. (I am enclosing reprints.)
39 Since our deliberations must be concluded by (date), I would appreciate your earliest response. If you
40 are unable to respond by that date, please let me know as soon as possible.

1 While severe budgetary constraints prevent us from offering you an honorarium, I do hope that you
2 will agree to participate in this important part of our review. Let me express in advance our deep
3 appreciation for your assistance.

4
5 Sincerely,

6
7 Name Title

8
9 Enclosures:
10 (attach c.v.)
11 (attach reprint list, if any)
12 (attach a copy of the departmental and University criteria)

13
14 Candidate's Name _____

15
16 **APPENDIX B**

17
18 SAMPLE LETTER TO EVALUATORS OUTSIDE THE DEPARTMENT
19 FOR PROMOTION OF NTTF

20
21 (NOTE: Significant deviations from this form must be approved by the Dean and Provost)

22
23 Dear (name of evaluator):

24
25 The (name of Department) of the (name of College or School) of Portland State University is
26 considering whether it should recommend (rank and name) for promotion to the rank of (rank)
27 effective (date).

28
29 To assist in the review of candidates for promotion, the University requires that written evaluations be
30 obtained from multiple and credible sources outside the department.

31
32 I am writing to request a letter of assessment regarding the quality and significance (see Portland State
33 University's Promotion Criteria enclosed) of (name's) scholarly, creative, and/or professional activities.

34
35 Your letter will become a part of the file and will be available for review by the affected faculty
36 member. In your assessment, we ask that you give meaningful consideration to the arguments and
37 evidence presented regarding the impacts of the Pandemic. Any faculty member has the opportunity
38 to include arguments and evidence regarding the impacts of the Pandemic on their scholarship. Please
39 note that it is the University's intention that impacts cited due to the Pandemic or other FMLA related
40 reasons, are not to be interpreted negatively.

41
42 For your information I am enclosing a copy of (name's) vita (and when agreed, additional materials.)
43 Since our deliberations must be concluded by (date), I would appreciate your earliest response. If you
44 are unable to respond by that date, please let me know as soon as possible.

1
2 While severe budgetary constraints prevent us from offering you an honorarium, I do hope that you
3 will agree to participate in this important part of our review. Let me express in advance our deep
4 appreciation for your assistance.
5

6
7 Sincerely,
8
9

10 Name Title
11

12 Enclosures:
13 (attach c.v.)
14 (attach reprint list, if any)
15 (attach a copy of the departmental and University criteria)
16
17

18 Candidate's Name _____
19

20 **MOA COVID impact #11- VACATION ACCRUAL**
21 **August 24, 2020**
22

23 **Subject: COVID-19 and Workshare impact on Vacation accrual and forfeiture**
24

25 *Recitals:*
26

27 PSU and AAUP recognize that the COVID-19 pandemic led to changes in most vacation plans.
28 Further, members risk being removed from the Workshare program for any week they use their
29 vacation time while participating in Workshare. Vacation days, however, continue to accrue up to 260
30 days after which vacation hours are forfeited.
31

32 *The Parties agree as follows:*
33

- 34 1. The vacation accrual cap for all AAUP vacation-eligible employees will be temporarily
35 increased to 305 hours from 6/1/2020 - 12/31/2020. This represents an increase of 3 months
36 of accruals from the current unclassified maximum bank of 260 hours to 305 hours.
37
- 38 2. Additional vacation earned during the period noted in no. 1 above must be used by 05/31/21
39 or will be forfeited.
40
- 41 3. Supervisor's will be encouraged to be flexible to allow AAUP vacation-eligible employees to
42 schedule vacation time between 1/1/21 and 05/31/2021 to bring their accrual balance
43 comfortably below the 260-hour accrual limit that will be imposed on 05/21/21.
44

1 This agreement will become effective upon signature and ratification of the parties and will expire on
2 5/31/21.

3
4 The parties may re-evaluate this agreement no earlier than December 1, 2020.
5

6
7 **MOA COVID impact #12- VACATION ACCRUAL EXTENSION**
8 **April 5, 2021**

9
10 **Subject: COVID-19 and Workshare impact on Vacation accrual and forfeiture**
11 **EXTENSION**

12
13 *Recitals:*

14
15 The parties executed 2020 08Aug24 MOA COVID impact vacation accrual [\[MOU COVID Impact](#)
16 [#11\]](#). The agreement was ratified by the PSU-AAUP membership.
17

18 *The Parties agree as follows:*

- 19
20 1. AAUP bargaining unit members will have until August 31, 2021 to use vacation hours accrued
21 between 260 hours to a maximum of 305 hours accrual allowed in the above cited agreement.
22
23 2. The regular 260 vacation hour cap will be restored on or about September 1. Any vacation
24 accrued above 260 hours will be forfeited.
25
26 3. Supervisor's will continue to be encouraged to be flexible to allow AAUP vacation-eligible
27 employees to schedule vacation time before August 31, 2021 to bring their accrual balance
28 comfortably below the 260-hour accrual limit that will be imposed on September 1, 2021.
29

30 This agreement will become effective upon signature and will remain in effect until September 1, 2021.
31

32
33 **MOA COVID impact #13- SABBATICAL**
34 **July 1, 2020**

35
36 **Subject: Impact of COVID-19 pandemic on Sabbatical Leave**

37
38 *Recitals*

39
40 Due to the COVID 19, the University has cancelled all travel for the foreseeable future; has placed all
41 courses in remote status; and the State of Oregon has declared a "shelter in place order." These
42 restrictions may limit ability to engage in work or research that is travel-based at this time.
43

44 *Agreement:*

- 1
- 2 1. Those faculty whose sabbaticals took place in AY 19/20 and whose sabbatical-related plans to
- 3 travel were cancelled due to COVID 19 Pandemic should consult with their supervisor, Viking
- 4 Travel and Human Resources to ensure that all appropriate steps were taken, including:
- 5
- 6
 - 7 i. Email notification of changes to travel or other sabbatical plans to their
 - 8 supervisor, Viking Travel and Human Resources Partner.
 - 9 ii. Provide documentation of cancelled travel.
 - 10 iii. Include a statement in their Sabbatical Leave report to explain the impact, if
 - 11 any, of COVID-19 on their sabbatical along with a copy of this MOU
 - 12 (optional)
 - 13 iv. Place both documents in their dossier for promotion, and/or Post Tenure
 - 14 Review as appropriate.
- 15 2. Those faculty who were awarded sabbaticals in AY 19-20 to be taken in AY 20-21 and whose
- 16 plans included travel may defer their sabbatical for up to one year. The process for deferral
- 17 of their sabbatical is as follows:
- 18
- 19
 - 20 i. They must notify their supervisor at least 1 month in advance of the Sabbatical
 - 21 start date that they want to defer.
 - 22 ii. They will not need to re-apply unless their sabbatical plan is different in
 - 23 substance than the one that was approved.
 - 24 iii. They will be reassigned their previous faculty duties for AY 20/21.
 - 25 iv. Their supervisor will notify HR that their sabbatical has been postponed
 - 26 v. The next countdown period⁵ will begin at the conclusion of the deferred
 - 27 sabbatical leave.
- 28 3. The number of new sabbaticals awarded in AY 20-21 for AY 21-22 may be limited due to
- 29 COVID 19 related sabbatical deferrals originally scheduled for 20-21 but deferred to 21-22.
- 30 Supervisors will use due diligence when approving sabbaticals, and consideration will be given
- 31 to programmatic as well as faculty needs.
- 32

33 This agreement will become effective upon signature and ratification of the parties. This MOA will be
 34 placed as an addendum in the party's successor collective bargaining agreement during housekeeping
 35 in successor bargaining negotiations. This agreement shall remain in effect until August 2021.

36
 37
 38 **MOA COVID impact #14- IPDA USE DURING PANDEMIC**
 39 **December 17, 2020**
 40

⁵ [Article 32, Section 7 \(d\) & \(e\)](#) of the parties Collective Bargaining Agreement

1 **Subject: Temporary change in permitted expenditures for IPDA funds in the CBA Article 19**
2 **Section 3 (d) due to COVID-19 pandemic**

3
4 *Recitals:*

5
6 [Article 19 Section 3 \(f\)](#) establishes the criteria around which IPDA expenditures will be approved for
7 professional development purposes. The pandemic creates a desire for this criterion to be expanded
8 temporarily to address the needs members have working remotely. The parties to this MOU agree
9 these expenses are not consistent with our interpretation of professional development.

10 *Agreement:*

11 The University will reimburse members from their IPDAs for computers, computer peripherals and
12 accessories, network components, office furniture, and other items that they believe will be helpful to
13 support their work during the pandemic. The items purchased shall remain the property of the
14 University, and members will bring those items to campus when on-campus operations resume, and
15 they are no longer working remotely.

16 Members will also be permitted to use IPDA funds to hire hourly non-GA student workers
17 performing non-graduate employee work. Student workers could be hired to assist the faculty and/or
18 staff with their workload. Members must work with their Departments to identify and hire student
19 workers using existing policies and procedures.

20
21 This agreement will become effective upon signature and ratification of the parties. It will be inserted
22 as an appendix in the successor CBA during housekeeping. The MOA will expire at the conclusion of
23 the Spring Term 2021 or when on campus work resumes, whichever is earlier.

24
25
26 **MOA COVID impact #15- RECALL LIST EMPLOYEES ARE INTERNAL CANDIDATES**
27 **April 14, 2021**

28
29 **Subject: Application during 10-day internal posting**

30
31 *Recitals:*

32
33 The COVID-19 pandemic has had a significant impact on the University's work force due to
34 additional family and external pressures and changes in work place needs and operations and the
35 University desires to provide additional opportunities for employees who may be affected by layoff to
36 have an expanded opportunity to compete for vacant Academic Professional positions as they may
37 come open from time-to-time by permitting them to apply as an internal candidate during the period
38 of time they are on a recall list.

39
40 *Agreement:*

- 1 (a) Academic Professionals who are on lay off status, and who have requested to be placed on the
2 recall list prior to December 2021, will be allowed to apply for any open AP position in the same
3 manner as Internal Candidates.
4
- 5 (b) Those AP's on the recall list will retain this right for, for 1 year from the date of the notice of
6 layoff, as long as they are on the established recall list.
7
- 8 (c) AP's who are offered a position, and decline, will be removed from the recall list.
9
- 10 (d) This agreement is not intended to be precedential nor is it intended to guarantee any right to the
11 AP or obligation of the employer, except as defined above.
12
- 13 (e) The parties further agree that those NTTF who are given lay-off notice, as long as they are on the
14 established recall list, may also apply for any open AP positions during the 10 day internal posting.
15
- 16 (f) NTTF who are offered and accept an AP Position will remain on the NTTF recall list, however
17 any time spent in an AP position will not be counted towards promotion in their NTTF position,
18 or credited toward their PCAR review, should they return to that or another NTTF position.
19
- 20 (g) In the event the NTTF is recalled to their NTTF position they will be reinstated at the same rank
21 and appointment they held at the time of layoff.
22

23 This agreement shall be effective upon signature, of the parties and ratification of the PSU-AAUP
24 Membership, and shall remain in effect until all AP's on the recall list, prior to December 2021 have
25 either been recalled, taken another job, or 1 year from date of layoff has passed for APs and after 3
26 years for NTTF.
27

28
29 **MOA COVID impact #16- CAREGIVER WORKLOAD**
30 **January 5, 2021**

31
32
33 **Subject: Mitigation of Effects of prolonged COVID-19 Pandemic on Member workload**
34 **and well-being; Mitigation of amplified effects of pandemic on members with**
35 **caregiving responsibilities**
36

37 *Recitals:*

38
39 The parties acknowledge and share in the challenges to work/life balance during this pandemic.
40

41 *Agreement:*

42
43 The Association and the University wish to establish a framework that will assist employees and
44 potentially ease burdens.

- 1
- 2 1. Whenever possible, committee work and service responsibilities, including significant new projects
- 3 such as program redesign, will be deferred during this academic year (20-21).
- 4 2. Attendance at non-essential meetings shall not be required during this period. Determination of
- 5 which meetings are essential should be determined by the academic units.
- 6 3. Supervisors will provide flexibility to members in scheduling whenever possible.
- 7 4. Supervisors and members shall be given a reasonable period of time to respond to each other.
- 8 Supervisors and members are encouraged to provide notice and schedule meeting times when
- 9 applicable.
- 10 5. Members will be allowed to extend the use of Emergency Paid Sick Leave, provided by the
- 11 Families First Coronavirus Response Act, to June 30, 2021.
- 12 6. Members shall be permitted to reduce their FTE partially, or use applicable leave as necessary
- 13 during the COVID period. The University agrees that no member will be disciplined or experience
- 14 any adverse consequences for reducing their FTE or using leave during the COVID period.
- 15

16 The Parties agree that these provisions are temporary, and this agreement is made solely to meet the
17 needs of members during the COVID period. The Association agrees that the provisions of this
18 agreement do not establish a precedent for the continuation of these provisions after the pandemic is
19 over and the University resumes on campus operations.

20
21 This agreement shall be implemented upon signature and ratification of the AAUP membership.
22 This MOA shall remain in effect through the 2020-2021 fiscal year.

23
24
25 **MOA COVID impact #17- WORKSHARE FURLOUGH**

26 May 23, 2020

27
28 **Subject:**

29 The University and the Association (collectively the “Parties”) agree to engage in the
30 Workshare Program offered by the Oregon State Department of Employment.

31
32 **Agreement:**

33
34 The University and Association have engaged in a variety of meetings (Labor Management,
35 Negotiations and the Vice Provosts Union Leadership meeting) to discuss budget shortfalls
36 and consider ways to protect bargaining unit members’ positions and respond to the financial
37 situation during the COVID 19 crisis.

38
39 As a result of these discussions, the Parties hereby agree to establish the “Work Share
40 Program.”

41
42 **Work Share Program details:**

1 Effective June 1, 2020, the University will place impacted employees in the Work Share
2 Program, which will conclude on December 31, 2020, unless terminated earlier.

3
4 The program will be extended to all eligible 12-month non-instructional employees for a
5 minimum of four full weeks beginning June 1, 2020, after which, PSU will determine who
6 remains on the program based on employer needs.

7
8 Eligible employees will be required to complete initial paperwork at the beginning of the
9 program.

10
11 If either party wishes to negotiate an extension of the Work Share Program, it will send written
12 notice to the other party by no later than November 2, 2020. Or, if the federal or state
13 government authorizes additional funding at any time between June 1st-December 31st, Parties
14 agree to re-negotiate the agreement.

15
16 **1) Work Share Program:**

- 17 a) The Work Share Program, administered by the State of Oregon Employment
18 Department (OED), allows employers and employees to address economic
19 challenges by allowing a reduction in the amount of time employees work each
20 week, with employees receiving unemployment compensation for the period of
21 time that their work is reduced.
- 22
23 b) Under this OED Work Share program, the University will only reduce employees
24 work hours, with the corresponding reduction in wages, by 20%. Employee
25 eligibility for the Work Share Oregon Program is determined by OED. The main
26 eligibility criteria for an employee to participate in the program is that the employer
27 must have applied and been accepted into the program, and the employee must
28 have been employed by the employer full time for at least six months or part time
29 for at least twelve months.
- 30
31 c) In order for an employer to participate in the Work Share Oregon Program they
32 must have approval of the Union that represents the impacted employees,
33 including the signature of an authorized agent of the Union on the application.
- 34
35 d) The University will promptly apply to participate in the Work Share Oregon
36 program. The Association will cooperate with the University in completing the
37 application.
- 38
39 e) As part of the application process, depending on the availability of work related to
40 their positions and eligibility for the Work Share Oregon program, the University
41 will notify bargaining unit members of their participation in the program (making

1 them “Work Share Employees”) and their initial work schedule. The University
2 will provide the list of impacted Association members to the Association monthly.

- 3
- 4 f) Work Share Employees must timely complete required forms for the program as
5 communicated by PSU’s Human Resources Department.
- 6
- 7 g) Bargaining unit members who become eligible and available after the start of the
8 program may enter the program later.
- 9
- 10 h) Work Share Employees shall continue their retirement eligibility based on their
11 FTE prior to the reduction in hours.
- 12
- 13 i) The University shall continue health and retirement benefits under the same terms
14 and conditions for Work Share Employees as if the workweek had not been
15 reduced.
- 16
- 17 j) Work Share Employees will not be requested or required to make up work
18 impacted by furlough during the 80% of their work time.
- 19
- 20 k) The University shall exclude bargaining unit members from participation in the
21 Work Share program or any furlough where the Parties anticipate that the member
22 will be ineligible for state and federal resources based on the following factors:
- 23 1. The member has not been employed by PSU for 6 months full time or 12
24 months part time;
- 25 2. The member takes time off due to any qualifying reason under the PSU
26 sick leave policy that excludes them from eligibility, so long as it is reported
27 to the University in advance of the University’s weekly submission to the
28 OED;
- 29 3. The Federal Pandemic Unemployment Compensation program (FPUC
30 program) becomes unavailable prior to July 25, 2020.
- 31 4. If OED determines that the member who is ineligible for Unemployment
32 Insurance or for the Work Share program, the University will allow the
33 employee to apply available leave balances to make up the lost hours.
34 Ineligible employees will be returned to their schedules prior to the
35 furlough.
- 36
- 37 l) In conjunction with the MOA “[Covid-19 Impact on AP Evaluations](#),” Supervisors
38 conducting evaluations for Work Share Employees cannot take the reduction in
39 work and productivity during the furlough period as a negative factor.
- 40

1 m) Employees participating in the Work Share program will continue to have access to
2 all leaves in place prior to the Work Share Program. Employees will accrue the
3 same rate of leave (sick and vacation) based on their original FTE as if their work
4 week had not been reduced.
5

6 **Additional Provisions**

- 7
- 8 1. **Unemployment Insurance:** It is the Parties' understanding that Work Share Employees are
9 likely eligible for unemployment compensation. Work Share Employees who are eligible for
10 State unemployment insurance will also likely be eligible for the federal government's
11 expanded weekly unemployment insurance benefit of \$600 pursuant to the Federal Pandemic
12 Unemployment Compensation program (FPUC program) through July 25, 2020.
13
 - 14 a. The University agrees that they will comply with all aspects of the OED program,
15 including notifying employees of their obligations under the programs. The University
16 shall do all weekly reporting required to ensure continuity of unemployment benefits.
17
 - 18 2. The parties agree that members participating in the Work Share Program will report leave
19 taken, and leave that is planned to be taken weekly.
20
 - 21 3. This agreement does not waive or limit the University's ability to implement procedures or
22 actions under the AAUP/PSU Collective Bargaining Agreement and shall not set precedent
23 for any future employment actions.
24
 - 25 4. The University will allow Work Share Employees to attend presentations held jointly by the
26 Union and University about the program during worktime.
27
 - 28 5. The parties agree that participation in the Work Share program will not result in any member
29 being removed from the AAUP bargaining Unit.
30
 - 31 6. This agreement will be effective upon signature of the parties and ratification of the parties.
32 The Association will make best efforts to ratify the agreement by May 31 so the Workshare
33 program can commence on June 1, 2020.
34
35

36 **MOA COVID impact #18- WORKSHARE FURLOUGH EXTEND TO 2021 05MAY28**
37 February 16, 2021
38

39 **Agreement:**

40 The University and the Association (collectively the "Parties") agree to maintain the
41 Workshare Program offered by the Oregon State Department of Employment.
42

1 All language agreed upon in the executed Work Share MOA (May 23, 2020 attached) will
2 remain in full force and effect with the exception of the modified sections below.
3

4 **Work Share Program details:**
5

6 Effective February 16, 2021, the University will maintain impacted employees as, shown on
7 Appendix A [NOT INCLUDED IN CBA], in the current Work Share Program, which will
8 conclude on May 28, 2021, unless terminated earlier.
9

10 Workshare participants can be transitioned from 40% Workshare to 20% Work share or off of
11 the Work share program altogether, and participants on 20% Workshare can be transitioned
12 off the Work share program prior to May 28, 2021.
13

14 Should the University seek to bring additional members on the Work share program, the
15 University shall notify AAUP and provide justification for the additions. If AAUP wishes to
16 seek further clarification, they may ask for a consultation with PSU.
17

18 1) **Work Share Program:**
19

- 20 b. Under this OED Work Share program, the University will only reduce employees
21 work hours, with the corresponding reduction in wages as indicated on Appendix
22 A (NOT INCLUDED IN CBA). Employee eligibility for the Work Share Oregon
23 Program is determined by OED. The main eligibility criteria for an employee to
24 participate in the program is that the employer must have applied and been
25 accepted into the program, and the employee must have been employed by the
26 employer full time for at least six months or part time for at least twelve months.
27

28 **Additional Provisions**
29

- 30 1. **Unemployment Insurance:** It is the Parties' understanding that Work Share
31 Employees are likely eligible for unemployment compensation. Work Share
32 Employees who are eligible for State unemployment insurance will also likely be
33 eligible for the federal government's expanded weekly unemployment insurance
34 benefit of \$300.00 pursuant to the Federal Pandemic Unemployment
35 Compensation program (FPUC program) through May 28, 2021. Should the FPUC
36 program provide for an increased benefit, or expanded beyond its current
37 expiration, it is understood that that benefit will be provided to Workshare
38 participants.

39 This agreement will be effective upon signature of the parties and will remain in effect until May 28,
40 2021, unless terminated earlier.
41

1 **MOA COVID impact #19- RETIREMENT TRANSITION PROGRAM**

2 May 11, 2021. June 9, 2021 CORRECTED 2 [Extended Via [Interim MOA #10](#) and subsequently in
3 [Interim MOA #35](#)]

4
5 **Subject: COVID-19 Retirement Transition Program**

6
7 **Recitals:**

8
9 Due to the disruptions COVID-19 has caused both on and off campus, faculty members nearing
10 retirement may feel that now is an opportune time to begin the transition to retirement. The parties are
11 interested in creating a retirement transition program for tenured faculty members that would afford
12 these members greater flexibility to structure their work and their retirement transition in a way that
13 best suits their individual needs, schedules, and course loads, as well as the individualized needs of the
14 academic unit.

15
16 Further, the parties acknowledge that the University is experiencing significant budget challenges
17 because of decreases in enrollments, now exacerbated by the COVID-19 pandemic. Retirements that
18 occur from this program may allow units to utilize the salaries of those faculty and minimize future
19 budget reductions.

20
21 **Agreement:**

- 22
- 23 1. To participate, faculty must sign a COVID-19 Retirement Transition Agreement [NOT
24 INCLUDED IN CBA], which provides a transition plan through the time the faculty member
25 retires and relinquishes tenure rights.
 - 26
 - 27 2. To receive the benefits of the Retirement Transition Program, the member must sign the
28 Retirement Transition Agreement no later than June 15, 2021.
 - 29
 - 30 3. The COVID-19 Retirement Transition Agreement is designed to support the specific
31 transitional needs and interests of the individual faculty member who has decided to separate
32 within the designated time period of July 1, 2021 – June 30, 2022.
 - 33
 - 34 4. Faculty members participating in this program may request to be relieved of up to 50% of their
35 teaching assignments and service obligations in their final terms at PSU, and continue to
36 receive their full salaries and benefits.
 - 37
 - 38 5. The applicable chair or associate dean and the faculty member will create a written agreement
39 specifying the nature and amount of changes to teaching and service assignments and
40 describing how they will address any impact these changes will have on other faculty and staff.
41 This agreement must be reviewed and approved by the Vice Provost of Academic Personnel

1 before it is finalized to ensure equity. A copy of the agreement will be forwarded to the
2 Association upon execution.

3
4 6. Participating faculty are encouraged to use this time to transition research projects and/or
5 graduate supervision responsibilities.

6
7 7. Post-retirement provisions are not part of the COVID-19 Retirement Transition Program.
8 Post-retirement provisions may be discussed separately with the department chair or dean. The
9 participating faculty member should discuss all post-retirement options with HR and with their
10 ORP Retirement or PERS representative, as applicable.

11
12 8. Faculty members may seek emeritus status through University procedures:
13 <https://www.pdx.edu/human-resources/emeritus-emerita-information> while participating in
14 the Retirement Transition Program.

15
16 9. Participants will have access to their full IPDA account and distributions through the effective
17 date of their retirement.

18
19 10. If a faculty member is on sabbatical or has an upcoming sabbatical planned and chooses to
20 participate in the Program, they will be relieved of their obligation to return to PSU after their
21 sabbatical ends. All other duties and responsibilities under [PSU's Sabbatical Leave Policy](#) will
22 remain the same.

23
24 11. Those members not included in this MOU and who may be considering retirement are
25 encouraged to talk with their deans to discuss other options.

26
27 12. This program will be monitored by OAA to ensure compliance. Questions about program
28 implementation and compliance may be brought to the OAA.

29
30 This agreement shall be effective upon signature and ratification of the PSU-AAUP membership and
31 shall remain in effect until June 30, 2022.

32
33 **MOA COVID impact #20- EFFECTS OF REOPENING**
34 **September 18, 2020**

35
36 **Subject: Effects of Reopening from COVID-19 Campus Closure**

37
38 Preamble:
39

1 The following return to campus plan is guided by our ongoing and unwavering commitment to
2 the health, safety and well-being of all faculty, instructors, academic professionals, staff, students
3 and visitors, and reflects our understanding of and contributions to advancing overall public
4 health efforts. As such, this plan considers and attempts to balance the needs of PSU’s employees,
5 the duties associated with their positions and the goals/responsibilities of the university.
6

- 7 1. If work can be performed remotely in a manner that the supervisor determines is sufficient to
8 meet the needs of the university, it will continue to be done remotely until the university
9 determines it is feasible based on federal, state, and local COVID-19 workplace guidelines for
10 employees and students to return to campus. Supervisors should be mindful of PSU’s stated
11 need to do all we can to protect the health of students, faculty, staff and visitors. In an effort to
12 support their employees, supervisors are encouraged to focus on members whose work cannot
13 be done remotely in any consideration of who returns to campus.
- 14 2. Members may request to work on campus. Supervisors shall endeavor to fulfill that request if
15 feasible, but a supervisor may need to balance the competing needs of the university with the
16 health and safety of all. Thus, a supervisor may prioritize some members returning to campus
17 over others.
- 18 3. Should the university decide that a unit will return to onsite/in-person work, employees and
19 supervisors will work collaboratively in assessing workplace options. Supervisors will provide
20 five days advance notice to the affected employees and will provide flexibility in making
21 remote work and other alternative work arrangements available to employees.
- 22 4. If work duties cannot be performed remotely in a manner that the supervisor determines is
23 sufficient to meet the needs of the university, employees with COVID-related health
24 concerns for themselves or members of their household may ask their supervisors to explore
25 options such as flex schedules, split schedules, allowing certain aspects of the job to be done
26 remotely, or to identify low traffic times for campus work as appropriate.
- 27 5. In those cases when collaboration does not result in a satisfactory plan to the employee, the
28 employee may engage HR. HR will provide guidance and resources in support of a
29 collaborative solution.
- 30 6. If the employee is unsatisfied after consultation with HR, they may request a review of the
31 decision by a department manager or department chair and, if necessary, to the labor
32 management committee.
- 33 7. Members are encouraged to have ongoing conversations with their supervisors about
34 concerns they may have with the on-campus work environment. Supervisors and members
35 shall work collaboratively to address any concerns raised.

- 1 8. If a member returns to on-campus work, they have the right to raise concerns under Article 24,
2 Section 4 related to COVID-19.
- 3 9. Employees can opt to use available leave and accommodation programs when flexible
4 scheduling or remote work are not possible.
- 5 10. No retaliation, including discipline or a reduction in FTE, will be implemented based upon the
6 fact that a bargaining unit member expressed a desire to remain in or transition to remote
7 work.
- 8 11. Decisions under this process to permit an employee to work remotely or to work an alternate
9 or modified work schedule or to perform particular duties are not precedent setting and the
10 parties agree that any such agreements by supervisors to permit alternate work arrangements
11 are not an acknowledgment or agreement by PSU that accommodations for remote or
12 alternate work schedules are appropriate after a return to campus and outside of the
13 university's approach to addressing the health concerns presented by the global pandemic
14 created by the SARS COV-19 virus.
- 15 12. Upon signatures indicating a tentative agreement, PSU may begin to bring members back to
16 campus pursuant to the agreements in this MOA. If PSU-AAUP membership does not ratify
17 this agreement, any members work modality changed after September 18, will be given the
18 opportunity to return to the work modality prior to September 18 until a new agreement is
19 reached between PSU-AAUP and PSU Administration.

20 This agreement will be effective upon signature and ratification of the parties.

21
22
23 **MOA COVID impact #21- EFFECTS OF REOPENING SUPPLEMENT**
24 **April 16, 2021**

25
26 **Subject: Supplement to COVID impact MOA Effects of Reopening from Campus Closure-**
27 **revised provision for return to campus from remote work**

28
29 **Recitals**

30 The parties recognize that employees have a need to resolve issues, such as care of children or parents,
31 transportation, health concerns or other potential impacts prior to returning to campus. This MOA
32 supplements the [attached MOA](#) dated September 18, 2020.

33
34 **Agreement**

- 35
36 1) To facilitate a smooth transition when employees return from remote to on campus
37 work supervisors will be encouraged to be as flexible as possible in their return-to-
38 work notice.

- 1
2 2) Supervisors will provide a three-week notice to employees; however, the return time
3 may be less upon agreement of the parties.
4
5 3) If the Supervisor and the employee cannot agree about the need to return to campus,
6 they should seek assistance from Human Resources.
7
8 4) This Agreement is Temporary and will expire December 2021. The parties agree to
9 engage in discussions and negotiations to discuss the feasibility of maintaining the
10 language for an additional period of time.
11
12 5) Supervisors will be notified of this MOA upon signature.
13

14 This agreement will become effective upon signature and ratification of the PSU membership and shall
15 remain in effect until December 31, 2021. In the event a further extension is needed, the parties will
16 meet to discuss and resolve.
17

18 **ERRATA MOAs- CORRECTIONS TO CBA PUBLISHED JUN 11, 2021 (V4)**

19
20 Errata MOAs are corrections to the 2021-2024 CBA that was published in hard copy on June 21, 2021
21 (v4). These corrections have been incorporated in the CBA and are included here for reference only.
22

23 **Errata MOA #1 – [Article 44 Correction](#)- Bargaining Reopener** 24 September 3, 2021 [[ORIGINAL MOA](#)]

25
26 [Article 44 paragraph 1](#) will be modified to be consistent with Article 30 Section 10 as follows:
27

28 The parties agree to reopen the contract as provided in Article 30 Section 10. Unless the parties agree
29 otherwise, the Association will send written notice to the University no later than January 14, 2022
30 specifying up to three articles of this Agreement, or new subjects that it proposes to negotiate. The
31 University shall send written notice to the Association no later than January 31, 2022 specifying up to
32 three articles of this Agreement, or new subjects that it proposed to negotiate. Those sections of this
33 Agreement not noticed shall be closed until the expiration date specified in Article 45, Term of
34 Agreement. Negotiation of the articles or subjects noticed for reopener negotiations shall commence
35 no later than April 1, 2022 or such date thereafter as may be mutually agreed upon by the parties.
36

37 All other provisions of Article 44 shall remain in effect.
38

39 This MOU will be effective upon signature of the parties. It shall remain in effect for the duration of
40 the reopener bargaining period.
41

42 **Errata MOA #2 – [Article 24 Section 14 Correction](#)- Supervisor approval timelines for remote** 43 **work**

44 October 6, 2021 [[ORIGINAL MOA](#)]

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Recital

There is a conflict in the CBA between:

- 1. Article 17, Section 9 (e) page 32 lines 15-17:

Request process: The supervisor will generally provide their response to the request within 10 working days of the employee’s submission.

And

- 2. [Article 24, Section 14 \(3\) page 66 lines 13-14:](#)

Supervisor reviews Agreement and approves or makes edits within 15 days of submission (pursuant to Article 24 Section 9).

Agreement

[Article 24, Section 14 \(3\) page 66 Lines 13-14 will be modified to the following:](#)

Supervisor reviews Agreement and approves or makes edits within 15 days 10 working days of submission (pursuant to Article 24 Section 9).

All other provisions of Article 24 shall remain the same.

Errata MOA #3 –[LOA #2 Correction- Bridge Funding](#)
October 7, 2021 [[ORIGINAL MOA](#)]

The parties acknowledge errors were discovered in the final 2021-2024 CBA after publication and agree to the following replacement language:

- 3. Letter of Agreement- LOA # 2 page 122 lines 1-28:

RESEARCH BRIDGE FUNDING PILOT PROGRAM

The University and the Association share interests in stability for employees, retaining high quality research faculty and staff, and maintaining productive research programs. Tenure-related and non-tenure track research faculty occasionally experience breaks in external funding, which can result in loss of employment to personnel critical to the continuation of their research programs and the University. Access to short-term bridge funding assists such faculty members in maintaining adequate levels of staffing so they can work to secure new funding and thus maintain their research program.

1 The University will establish a Research Bridge Fund of \$70,000 each year for fiscal years 2021 and
2 2022. Monies remaining from the balance of the Faculty Travel Awards Account will be used to cover
3 the costs of the bridge funding. These funds are to be used, at the discretion of the Vice President of
4 Research and Graduate Studies, to support continued employment of non-tenure track research
5 faculty and staff who would be terminated or experience a significant loss of FTE without such
6 funding. If all of the monies in the Research Bridge Fund are not spent at the end of fiscal year 2021,
7 these monies may carry over to fund the allocation for fiscal year 2022.

8
9 The Vice President for Research and Graduate Studies will provide faculty the opportunity to apply to
10 the program each quarter using the criteria previously established in collaboration with the Research
11 Bridge Fund Advisory Committee as part of the extension of the pilot program. The Vice President
12 for Research and Graduate Studies retains the right to alter the administration of the program as long
13 as the focus and intent of the program does not change. Prior to any changes to the program that
14 change eligibility or accessibility criteria, the VP-RGS will meet and discuss those proposed changes
15 with PSU-AAUP and will allow PSU-AAUP to provide feedback about the proposed changes. PSU-
16 AAUP will be informed of any alteration of the program.

17
18 At the end of fiscal year 2022, the Office of Research and Graduate Studies will prepare a report
19 regarding use and operation of the Research Bridge Fund and shall provide the report to the
20 Association.

21
22 *Is replaced with*

23
24 **[LOA #2- Research Bridge Funding Pilot Project](#)**

25
26 The University and the Association share interests in stability for employees, retaining high quality
27 research faculty and staff, and maintaining productive research programs. Tenure-related and non-
28 tenure track research faculty occasionally experience breaks in external funding, which can result in
29 loss of employment to personnel critical to the continuation of their research programs and the
30 University. Access to short-term bridge funding assists such faculty members in maintaining adequate
31 levels of staffing so they can work to secure new funding and thus maintain their research program.

32
33 The University will establish a Research Bridge Fund of \$70,000 each year for fiscal years 2021 and
34 2022. Monies remaining from the balance of the Faculty Travel Awards Account will be used to cover
35 the costs of the bridge funding. These funds are to be used, at the discretion of the Vice President of
36 Research and Graduate Studies, to support continued employment of non-tenure track research
37 faculty and staff who would be terminated or experience a significant loss of FTE without such
38 funding. If all of the monies in the Research Bridge Fund are not spent at the end of fiscal year 2021,
39 these monies may carry over to fund the allocation for fiscal year 2022.

40
41 The Vice President for Research and Graduate Studies will provide faculty the opportunity to apply to
42 the program each quarter using the criteria previously established in collaboration with the Research
43 Bridge Fund Advisory Committee as part of the extension of the pilot program. The Vice President
44 for Research and Graduate Studies retains the right to alter the administration of the program as long

1 as the focus and intent of the program does not change. Prior to any changes to the program that
2 change eligibility or accessibility criteria, the VP-RGS will meet and discuss those proposed changes
3 with PSU-AAUP and will allow PSU-AAUP to provide feedback about the proposed changes. PSU-
4 AAUP will be informed of any alteration of the program.

5
6 At the end of fiscal year 2022, the Office of Research and Graduate Studies will prepare a report
7 regarding use and operation of the Research Bridge Fund and shall provide the report to the
8 Association.

9
10 This Letter of Agreement will become effective upon signature and ratification and shall be attached to
11 the contract.

12 *Program Description*

13 **PSU Research Bridge Funding Program**

14 **What are bridge funds?**

15 Bridge funds are available on a competitive basis from the Office of Research and Graduate Studies to
16 provide temporary salary and fringe benefit support to non-tenure-related employees critical to
17 sustaining research programs and sponsored activities in instances where an external research grant or
18 funding source has expired, where a hiatus in funding would jeopardize the research, and where
19 renewal of funding is expected in the near future. The funds are for one-time-time support only in
20 cases where the Principal Investigator (PI) has experienced a significant reduction in extramural
21 funding.

22 **Note:** The Bridge Funding Program is not intended as for 'pilot' or 'seed' funding.

23 **Eligibility**

24 A PI is eligible to apply for Bridge Funding, provided they:

- 25 a) Have lost, or will lose most of their extramural funding within six months of the Bridge
26 application deadline and will not have sufficient other funds available to sustain the work;
- 27 b) Has a record of accomplishment as first-author or senior author on publications;
- 28 c) Has made substantial and documented efforts to re-establish funding, and in the opinion of
29 the Dean or Dean-equivalent is likely to be funded again in the next 6 months.

30 Notes: A funding reduction or shortfall is insufficient by itself to establish eligibility. The Vice
31 President for Research and Graduate Studies may make exceptions to eligibility under unusual
32 circumstances.

33 **Considerations:**

- 34 • Funding is competitive, and not all applications may be funded.
- 35 • Consideration will be given to need, assessment by the Dean or Dean-equivalent, and the
36 strength of the overall research program.

- Because a primary objective is to keep experienced research teams together, priority will be given when project staffing will be lost without a temporary infusion of funds.
- Funding of awards will be made in consultation with academic Deans.
- Individual grants cannot exceed \$25,000 per year.
- Funding will be available for grantees for a maximum of 1 year or until the grantee re-establishes funding from other sources, whichever comes first.
- A financial commitment for support by the college or the department is not required, but will strengthen an application.
- When extramural funding is re-established, all unspent funds must be returned to the Bridge Funding Program to assist other investigators.
- A PI receiving a Bridge Funding award in one year will not be eligible to reapply for at least two years from the initial/last award.
- Any requests for exceptions to eligibility or other elements of this policy must be made in writing, and may be granted by the Vice President for Research and Graduate Studies.

Bridge Funds cannot be used for:

- Salary for tenure-related faculty
- Travel
- To cover budget overdrafts
- Graduate Student tuition
- Administrative costs

Cycle

Applications are considered four times per year. They must be received by 5:00 pm on October 30, January 30, April 30, or July 30. If the deadline falls on a weekend or holiday, applications will be accepted on the next business day.

To Apply and Process:

1. See attached instructions.
2. Submit all forms and documents to your SPA team. The SPA team will review the application, provide relevant budgetary information and context, and submit the information to the faculty member's Dean for review.
3. The Dean will forward their recommendation to the Associate Vice President for Research (AVPR) in The Office of Research and Graduate Studies for consideration.
4. The AVPR will make the final decision in consultation with the Dean and Vice President for Research and Graduate Studies.
5. Applicants will be notified of decisions within 30 days of receipt of the complete Bridge Funding request.
6. There is no appeal process.

Return on Investment and Assessment

Recipients of Bridge Funding are expected to resubmit their grant or contract applications promptly and aggressively seek other extramural sources of support.

1 Recipients of Bridge Funding are required, 30 days from the end of the Bridge Funding period, to
2 provide the following information: final accounting of expenditures from the Bridge Funding Program
3 and matching fund sources, a summary of the research that was carried out during the funding period,
4 any publications that resulted, and any grants that were awarded or are pending.
5

6 The reports will measure the success of this program and inform program effectiveness.
7

8 The Office of Research and Graduate Studies will issue a report each September to the Academic
9 Leadership Team (ALT) and to AAUP on the awards made and outcomes.
10

11 Portland State University
12 Research Bridge Funding Application Instructions
13

14 **FOR FACULTY REQUESTING FUNDS**

15 Your submitted application should include the following six required sections **in the order listed**:
16

- 17 1. Bridge award eligibility statement - Please provide one of the eligibility statements below
18 (whichever applies to you) to affirm that you are eligible for a bridge award. If neither applies
19 to you but you believe you are eligible, please contact the Office of Research and Graduate
20 Studies (research@pdx.edu) to request a waiver.
21

22 Eligibility statements:

- 23 • I will not have more than \$30,000 funding from any source for carrying out any
24 research in my laboratory (either as PI or as a co-investigator on another PI's grant) by
25 6 months after the due date for this application [example: I am applying Dec 1 and I
26 have a grant expiring May 15. I am eligible.]
- 27 • I am an NTTTF Research Faculty and will not have funding for more than 50% of my
28 salary from any source by 6 months after the due date for this application [example: I
29 am applying Dec 1 and by May 15 I am losing my main grant so my salary will drop to
30 40%. I am eligible.]
31

- 32 2. Curriculum vitae.
- 33
- 34 3. Current and Pending Support Documentation for the past 5 years with dollar amounts and
35 funding periods listed for each grant.
36
- 37 4. Demonstration of attempts to obtain funding (e.g. abstracts of submitted grants, panel
38 summaries, priority scores or other evaluations and comments; do not send complete grant
39 applications). This should include pending research grants with anticipated award date and
40 amount.
41
- 42 5. Description of proposed research (maximum of 3 pages including the bibliography).
43

6. Budget and Budget Justification, including the money requested through the Bridge Funding Program and any matching funds provided by your department or dean.
7. Statement of how this funding will increase chances of future funding.

Deadlines: October 30, January 30, April 30, or July 30.

Submit all application materials **as one PDF file** to your respective SPA team. Contact spa@pdx.edu if you have submission questions.

Errata MOA #4 –[Article 30 Sections 5 & 6](#) Salary Tables Corrections
 October 8, 2021 [[ORIGINAL MOA](#)]

The parties acknowledge errors were discovered in the final 2021-2024 CBA after publication and agree to the following replacement language:

[Section 5. Minimum Salary Rates](#)—Academic Ranked Instructional and Research Faculty.

- (a) Effective January 1, 2021 for 12-month faculty with academic rank and effective February 1, 2021 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.

Salary Table Corrected as follows:

Rank	9 Month February 2021	12 Month January 2021
-------------	----------------------------------	----------------------------------

Professor	\$ 92,961	\$ 113,424
Associate Professor	\$ 75,573	\$ 92,232
Assistant Professor	\$ 63,234	\$ 77,160
Professor of Practice	\$ 92,961	\$ 113,424
Clinical Professor	\$ 92,961	\$ 113,424
Research Professor	\$ 92,961	\$ 113,424
Associate Professor of Practice	\$ 75,573	\$ 92,232
Associate Clinical Professor	\$ 75,573	\$ 92,232
Research Associate Professor	\$ 75,573	\$ 92,232
Assistant Professor of Practice	\$ 63,234	\$ 77,160
Assistant Clinical Professor	\$ 63,234	\$ 77,160
Research Assistant Professor	\$ 63,234	\$ 77,160
Senior Instructor II	\$ 61,974	\$ 75,624
Senior Instructor I	\$ 52,524	\$ 64,080
Instructor	\$ 46,071	\$ 56,220
Senior Research Associate II	\$ 57,069	\$ 69,636
Senior Research Associate I	\$ 52,704	\$ 64,308
Research Associate	\$ 50,454	\$ 61,560
Senior Research Assistant II	\$ 49,212	\$ 60,060
Senior Research Assistant I	\$ 46,863	\$ 57,204
Research Assistant	\$ 46,071	\$ 56,220

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1. On January 1, 2022, the minimum salary rates for 12-month faculty with academic rank will increase by 1%. 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.
2. On February 1, 2022 the minimum salary rates for 9-month faculty with academic rank will increase by the 1%. 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.
3. 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 (a) The structure for compensating Academic Professionals groups their positions in job families
2 based upon job responsibilities. The levels within families and associated pay ranges are as follows.
3

4 (b) Academic Professional 12-month salary rates effective January 1, 2021
5

JOB FAMILY	Jan-2021	
	Minimum	Maximum
Program Administrator I	\$ 46,092	\$ 72,756
Program Administrator II	\$ 51,264	\$ 83,952
Program Administrator III	\$ 63,720	\$ 104,688
Advisor/Counselor I	\$ 46,092	\$ 72,756
Advisor/Counselor II	\$ 51,264	\$ 83,952
Instructional Technical Specialist I	\$ 46,092	\$ 72,756
Instructional Technical Specialist II	\$ 51,264	\$ 83,952
Psychologist	\$ 73,740	\$ 121,128
Clinical Social Worker	\$ 63,720	\$ 104,688
Dentist	\$ 131,340	\$ 215,664
Physician	\$ 131,340	\$ 215,664
Psychology Resident	\$ 46,092	\$ 72,756
Educational Technology Specialist	\$ 72,228	\$ 118,644
Attorney	\$ 63,720	\$ 104,688

6
7 **Errata MOA #5 – [LOA #5 Correction](#)- NTTF Transition into Article 18 Section 2 PCAR**
8 **process**
9 March 9, 2022 [[ORIGINAL MOA](#)]

10
11 **Subject:** Letter of Agreement for transition into the AAUP 2021-2024 CBA, [Article 18 Section 2\(f\)](#)
12 Post Continuous Appointment Review (PCAR) process and PCAR Salary Increases for
13 Non-Tenure Track Instructional Faculty members on continuous appointment (NTTF-CA
14 members).
15

16 ***Recitals***

17
18 The parties revised the timeline of the post continuous appointment review process from every 3 years
19 to “in the 5th year of continuous appointment and then every 5 years following the last evaluation or
20 promotion” per signed MOU dated May 28, 2020. The parties later negotiated new PCAR review
21 processes with salary increases per [Article 30, Section 6C](#) of the 2021-24 Collective Bargaining
22 Agreement. The parties now seek a transition for Non-Tenure Track Instructional Faculty members

1 on continuous appointment (NTTF-CA members) into the new system that includes PCAR salary
2 increases.

3
4 This will replace the [LOA #5](#) dated April 14, 2021 and corrects the MOU that changed the cycle from
5 3 to 5 years dated May 28, 2020 and was inserted into the new Article 18 of the 2021-24 CBA.

6
7 ***Agreement***

8
9 **PCAR Cycle:**

10 NTTF-CA members who promoted in rank since their successful Milestone Review or last PCAR
11 shall become eligible for PCAR consistent with [Article 18 Section 2 \(f\)](#) based on the effective date of
12 their successful Milestone Review or successful promotional review increase.

13
14 **PCAR Increase and Effective Date:**

15 All PCAR Effective Dates are tracked using the original continuous appointment effective date as
16 stated on the employee's signed NOA. Successful promotional reviews do not restart the PCAR count
17 unless they are effective on or after September 16, 2021. Prior to September 16, 2021 PCAR was
18 required in the 3rd year of post-continuous appointment regardless of eligibility for a promotional
19 review or if a successful promotional review occurred. PCAR increases can be found in [Article 30,](#)
20 [Section 6C.](#)

21
22 **1. GROUP 1 - PCAR IN THE 3rd YEAR:**

- 23 a) NTTF-CA members who received a positive PCAR at the three-year mark **as specified in the**
24 **2015-19 CBA** AND prior to the change to in the 5th year effective on May 28, 2020, will be
25 eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without
26 the need to undergo another evaluation. Their new PCAR effective date will be the September
27 16th following the completion of their original/actual PCAR (prior to commencement of
28 newly negotiated salary increase).

29
30 **EXAMPLES FOR GROUP 1:** include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	Year 3 Review Occurred under 2015-19 CBA	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

31
32 **2. GROUP 2 - PCAR FOLLOWING THE 3rd YEAR:**

- 33 a) NTTF-CA members who received a positive PCAR following the three-year mark **as**
34 **specified in the University P&T Guidelines** AND prior to the change to in the 5th year
35 effective on May 28, 2020, will be eligible for the newly negotiated PCAR salary increase
36 effective September 16, 2022 without the need to undergo another evaluation. Their new

PCAR effective date will be the September 16th following Year 3, to re-align this group with the 2015-2019 CBA and the new 2021-2024 CBA.

EXAMPLES FOR GROUP 2: include all CA effective dates from 9/16/2016 to 9/16/2017 whose review occurred AFTER year 3.

CA Start Date	Year 1	Year 2	Year 3 PCAR Should have Occurred	Year 4 PCAR Occurred FOLLOWING Year 3	Year 1 Same as Year 4	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2022-23	2023-24	2024-25

3. GROUP 3 - SIMULTANEOUS PROMOTION and PCAR IN THE 3rd YEAR:

- a) NTTF-CA members whose promotional reviews and PCARs occurred simultaneously in the 3rd year as specified in the 2015-19 CBA, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without the need to undergo another evaluation. Their new PCAR effective date will be the September 16th following the completion of their original PCAR promotional reviews.

EXAMPLES FOR GROUP 3: include all CA effective dates from 9/16/2016 to 9/16/2018.

CA Start Date	Year 1	Year 2	Year 3 PCAR and Promotional Review Occurred under 2015- 19 CBA	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5- Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

4. GROUP 4 - SIMULTANEOUS PROMOTION and PCAR FOLLOWING THE 3RD YEAR:

- a) NTTF-CA members whose promotional reviews and PCARs occurred simultaneously following the 3rd year as specified in the University P&T Guidelines, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without the need to undergo another evaluation. Their new PCAR effective date will be the September 16th following the completion of their promotional review to re-align this group with the 2015-2019 CBA and the new 2021-2024 CBA.

EXAMPLES FOR GROUP 4: include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	Year 3 PCAR Should have Occurred	Year 4 PCAR and Promotional Review Occurred FOLLOWIN	Year 1 Same as Year 4	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5- Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2022-23	2023-24	2024-25

1
2 **5. GROUP 5 - PROMOTION IN LIEU OF PCAR:**

- 3 a) Recognizing that some NTTF-CA members were permitted to opt-out of PCAR even though
4 this option was not available under the original 3-year cycle language, NTTF-CA members
5 who underwent a promotional review in the 3rd year or following the 3rd year of Continuous
6 Appointment, in lieu of a PCAR review will be eligible for the newly negotiated PCAR salary
7 increase effective September 16, 2022 without the need to undergo another evaluation. Their
8 new PCAR effective date will be the September 16th following the completion of their
9 promotional review.

10 EXAMPLES FOR GROUP 5: include all CA effective dates from 9/16/2016 to 9/16/2017.

11 **Promotion in the 3rd year of CA in Lieu of PCAR:**

12

CA Start Date	Year 1	Year 2	Year 3 Promotional Review Occurred in lieu of a PCAR	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

13
14
15 **Promotion following the 3rd year of CA in Lieu of PCAR:**

CA Start Date	Year 1	Year 2	Year 3	Year 4 Promotional Review Occurred in lieu of a PCAR FOLLOWING Year 3	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5- Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26

16
17 **6. GROUP 6 - NO PCAR CONDUCTED IN THE 3rd YEAR:**

- 18 a) NTTF-CA members who did not receive a PCAR review in the 3rd year as specified in the
19 2015-19 CBA, **will undergo an evaluation this year (2021-2022)** and, if the review is

positive, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022. Their new PCAR date will be the September 16th following the year their original PCAR should have occurred.

EXAMPLES FOR GROUP 6: include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	Year 3 PCAR Should have Occurred	Year 1	Year 2	Year 3	Year 4	Year 5 Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

All other PCAR Increases and Effective Dates:

7. GROUP 7 - EFFECTIVE DATES STARTING 9/16/2018:

- a) Due to the change in PCAR count from 3 to 5 years effective May 28, 2020, those NTTF- CA members with a CA start date on or after 9/16/2018 will add 2-years to the 3-year benchmark, to reach the required 5 years for PCAR. All NTTF-CA member PCAR effective dates will be tracked using the original continuous appointment effective date as stated on the faculty member’s signed NOA.

EXAMPLES FOR GROUP 7: include all CA effective dates on or after 9/16/2018 and those NTTF-CA who were scheduled for a PCAR on or after academic year 2020-21.

PCAR review schedule with a CA Start Date on or after 9/16/2020.

CA Start Date	Year 1	Year 2	Year 3	Year 4	Year 5 PCAR Review Occurs
9/16/2018	2018-19	2019-20	2020-21	2021-22	2022-23
9/16/2019	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2020	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2021	2021-22	2022-23	2023-24	2024-25	2025-26
9/16/2022	2022-23	2023-24	2024-25	2025-26	2026-27

Effective 9/16/2020 NTT-CA instructional faculty members may not apply for promotion and post-continuous appointment in the same year. A faculty member may request to Defer or Opt-out of a PCAR for reasons permitted by AAUP/PSU Article 18 Errata MOU [date pending].

If a faculty member on Continuous Appointment undergoes a successful promotional review prior to year 5 of the post-continuous appointment, their next post-continuous appointment review will occur in the fifth year following the successful promotional review. Year 1 of the next 5-year post-continuous appointment review schedule will start on September 16 of the academic year following the successful review.

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Successful Rank Promotional Reviews with an effective date on or after 9/16/2020.

Promotional Review Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5 PCAR Review Occurs
9/16/2020	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2021	2021-22	2022-23	2023-24	2024-25	2025-26
9/16/2022	2022-23	2023-24	2024-25	2025-26	2026-27

This LOA shall become effective upon signature and shall remain in effect until the expiration of the parties CBA unless reaffirmed by the parties at successor bargaining.

Errata MOA #6- [Article 19 Section 4](#) Corrections

May 26, 2022 [[ORIGINAL MOA](#)]

The parties acknowledge that the following errors were discovered in the final 2021-2024 CBA after publication and agree to replace language as noted below:

Article 19, Section 4. Professional Development Allocations

For fiscal year 2020-2021, the University will allocate \$675,000 for the Faculty Development Program.

For fiscal year 2021-2022, the University will allocate \$675,000 for the Faculty Development Program.

For fiscal year 2022-2023, the University will allocate \$675,000 for the Faculty Development Program.

For fiscal year 2023-2024, the University will allocate \$675,000 for the Faculty Development Program.

[These corrections were made in [Article 19 Section 4](#)]

Errata MOA #7 - [Article 18](#) Revised and Corrected

May 31, 2023 [[ORIGINAL MOA](#)]

Agreement

1 The revised and corrected version of Article 18 attached to this agreement shall replace the original
2 version appearing in the 2021-2024 Collective Bargaining Agreement upon signature by the parties and
3 ratification by the PSU-AAUP membership.
4

5 **Article 18. NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY**

6

7 **Section 1. Introduction**

8

- 9 (a) The University and the Association recognize that in order to maintain a vital university culture
10 we must develop a primarily tenured and tenure-track faculty, protect participatory governance
11 structures, guarantee the diversity of our faculty, and assume the rights and responsibilities of
12 academic freedom. The University and the Association acknowledge that a reasonable assurance
13 of continued employment provides for a highly qualified faculty and protects academic freedom
14 essential to the integrity of teaching and scholarship.
15
- 16 (b) The University acknowledges the value of the services of non-tenure track instructional and
17 research faculty, the need for continuity of services, and the benefits that follow from the
18 employment of non-tenure track term instructional and research faculty in commitment to the
19 institution, to strong programs, to consistent advising, and to retention. Non-tenure track faculty
20 are ensured the inherent rights of academic freedom and they recognize the accompanying
21 responsibilities.
22
- 23 (c) Definition of Non-Tenure Track Faculty. Non-tenure track faculty are faculty members who are
24 not on tenure-track appointments, but whose appointments are at least 0.50 FTE annualized.
25 These appointments are primarily for instruction and research as described in the position
26 descriptions. Non-tenure track instructional faculty will be employed on a continuous basis after
27 completion of a probationary period, as provided in Section 2 below, unless a fixed-term
28 appointment is appropriate, as provided in Section 3 below. Non-tenure track research faculty will
29 be employed as provided in Section 5 below.
30

31 **Section 2. Non-Tenure Track Instructional Faculty Continuous Appointments**

32

- 33 (a) The University and the Association recognize that non-tenure track instructional faculty are, even
34 in a the first year of employment, an essential and integrated part of a department's or program's
35 staff. Initial appointments are not the responsibility of a sole administrator. Where possible, a
36 committee of at least three (3) shall seek qualified applicants and forward a recommendation to
37 the Department Chair.
38
- 39 (b) Probationary Period. Non-tenure track instructional faculty members will be employed on annual
40 contracts during the first six (6) years of employment as non-tenure track instructional faculty
41 members. Annual contracts during the probationary period will automatically renew unless timely
42 notice is provided. Notice of non-renewal of an annual contract during the probationary period
43 must be provided by April 1 of the first year of the probationary period and by January 1 of the
44 second through fifth years of the probationary period, effective at the end of that academic year.

1
2 (c) Evaluation during Probationary Period. Non-tenure track instructional faculty members are to be
3 evaluated annually during years 1 through 5 of the probationary period, pursuant to guidelines as
4 provided in Section 6 below.
5

6 (d) Evaluation for Continuous Appointment. In year 6 of the probationary period, non-tenure track
7 instructional faculty members are to be evaluated for continuous appointment, pursuant to
8 guidelines as provided in Section 6 below. Prior to the end of the final academic year of the
9 probationary period, a non-tenure track instructional faculty member is to be awarded a
10 continuous appointment or provided twelve (12) months' notice of termination of employment.
11

12 (e) Terms of a Continuous Appointment. For purposes of this Article, a "continuous appointment"
13 is an indefinite appointment that can be terminated only under the following circumstances:
14

15 1. If the faculty member receives an unsatisfactory post-continuous appointment review and
16 fails to remediate the deficiencies during the subsequent academic year, as provided in
17 subsection (i) below.
18

19 2. 4. Pursuant to Article 22 (Retrenchment).
20

21 3. 2 When a sanction of termination is warranted and imposed pursuant to Article 27
22 (Imposition of Progressive Sanctions).
23

24 4. 3 Due to a change in curricular needs or programmatic requirement in accordance
25 with applicable shared governance procedures. In such a case:
26

27 i. As soon as practicable, but no later than 60 days prior to issuing a notice of
28 termination, the Department Chair must provide written justification for the
29 decision and explanation of the applicable shared governance procedure to the
30 faculty members, the Dean, the Provost and the Association.
31

32 ii. If the employment of multiple faculty members in equivalent positions, and
33 with equivalent position-related qualifications, skills and expertise, are to be
34 terminated due to the same change in curricular needs or programmatic
35 requirements, then lay-off shall be in order of seniority. Faculty laid off in
36 inverse order to length of continuous service at the University.
37

38 a. "Continuous service," for purposes of layoff and recall, means time worked
39 at PSU in a position that annualizes at 0.5 FTE or greater.
40

41 b. Should members subject to layoff and recall have the same seniority date,
42 then the order of seniority for that seniority date shall be determined by the
43 sequence of numbers in their PSU ID number. Members will be laid off

1 from highest PSU ID number to lowest PSU ID number shall be recalled
2 from highest PSU ID to lowest PSU ID number.

- 3
- 4 iii. The faculty member is to be given at least six months' notice of termination of
5 employment, with such termination effective at the end of the academic year.
6
- 7 a. If a faculty member receives a notification of termination pursuant to this
8 section and was eligible for and had submitted a portfolio for promotion
9 review, ~~or~~ were in their 6th year of probationary service and were eligible
10 for continuous appointment, or were eligible pursuant to Letter of
11 Agreement #12 (CBA 2015-19) and submitted their portfolio for
12 continuous appointment review, those reviews shall proceed without
13 respect to the termination notice.
- 14
- 15 1) If the faculty member achieves promotion or continuous appointment,
16 they shall be considered to be in the new rank or employment status
17 awarded pursuant to the recall procedures in Article 18, Section
18 2(e)(3)(v) and this Agreement.
- 19
- 20 2) If the probationary employee applying for continuous appointment is
21 not awarded continuous appointment, they shall be terminated
22 consistent with this section.
- 23
- 24 iv. The School/College will make a good faith effort to find a comparable position
25 within the University for the faculty member.
- 26
- 27 v. If the reason for the decision that led to the layoff is reversed within three years
28 from the date that notice of termination was provided to the faculty member,
29 the affected faculty members will be recalled in inverse order of layoff. To
30 exercise recall rights, a faculty member must:
- 31
- 32 a. Notify Human Resources in writing, within 30 days of the termination
33 notice, of intent to be placed on the recall list. If/when there is a need for
34 a recall list, the parties agree to meet promptly for the purpose of
35 negotiating a process for administering the recall list.
- 36
- 37 b. Inform Human Resources of any change in telephone, email, or address.
- 38
- 39 c. In the event of a recall, Human Resources will contact the faculty member
40 by phone and email, and notify the Association of the recall.
- 41
- 42 d. The recalled faculty member will have ten (10) ~~working~~ business days to
43 accept or reject the position. Failure to contact Human Resources within

1 ten (10) ~~working~~ business days will be considered a rejection of the
2 position.

3
4 e. A recalled faculty member who rejects a position will be removed from
5 the recall list.

6
7 f. Acceptance of any job at PSU, other than the NTTF position from which
8 they were laid off, will not impact their position on the recall list.

9
10 g. For employees recalled to their position:

11
12 1) The time spent on the recall list will not count as a break in service.
13 Time on the recall list shall be considered the same as a leave without
14 pay and all members laid off shall retain benefits and privileges of a
15 member on leave without pay (consistent with Article 22, Section 5
16 (d)).

17
18 2) Upon recall, the University will return the employees to the contract
19 type and rank with the same contract provisions as in the individual
20 contract from which they were terminated.

21
22 3) Upon return to service, employees who had completed the six- year
23 probationary period will not be required to complete a new six-year
24 probationary period.

25
26 4) Upon return to service employees who were in the six-year
27 probationary period will return to their probationary period at the
28 point of exit upon termination.

29
30 ~~4. If the faculty member receives an unsatisfactory evaluation and fails to remediate the~~
31 ~~deficiencies during the subsequent academic year, as provided in paragraph (g) below.~~

32
33 (f) Evaluation Following Continuous Appointment.
34

- 1 1. PCAR Increase and Effective Date: All PCAR Effective Dates are tracked using the original
2 continuous appointment effective date as stated on the employee's signed NOA. PCAR
3 increases can be found in Article 30, Section 6C.
4
- 5 2. Transition from 3-year to 5-year evaluation/PCAR cycle: Letter of Agreement #5, attached
6 to this Agreement, describes the methods used for transitioning NTTF in various stages of a
7 3-year evaluation cycle to the new 5-year cycle, and treatment of eligibility for PCAR salary
8 increases. As provided for in LOA #5, it expires at the end of the term of the Agreement,
9 unless renewed by the parties.
10
- 11 3. Faculty on a continuous appointment are to be evaluated ~~every five (5) years following in the~~
12 fifth year of continuous appointment, and then every five (5) years following the last
13 evaluation or promotion, ~~pursuant to guidelines as provided in Section 6 below..~~ The
14 effective date for the award of Continuous Appointment will be September 16th following a
15 successful Milestone Review. The effective date is the start of academic year 1 of the Post-
16 Continuous Appointment. Post-Continuous Appointment review dossiers are typically due
17 first Friday in October. In the event of an unsatisfactory evaluation, the evaluation shall
18 identify the deficiencies that require ~~remediation~~ improvement and may make
19 recommendations for improvement. Following an unsatisfactory evaluation, ~~a remediation~~
20 an improvement plan will be developed as provided in ~~paragraph g subsection (i)~~ below.
21
- 22 4. If a faculty member on Continuous Appointment undergoes a successful promotional review
23 prior to year 5 of the post-continuous appointment, their next post-continuous appointment
24 review will occur five (5) years after their successful promotional review. The first year of the
25 next 5-year post-continuous appointment review count will start on September 16 the
26 academic year following the successful review. For those that have a continuous
27 appointment effective date before September 16, 2018, please refer to Letter of Agreement
28 #5 for how promotional review may affect a member's PCAR cycle.
29

30 Example Timeline:
31

POSITIVE Milestone, post-CA, or PROMOTIONAL Review	CYCLE	COUNT
2025-2026	Milestone, Promotional Review or PCAR Occurs	Mid Post-Continuous 5-year Cycle
9/16/2026	Successful Promotion or PCAR Effective Date	ALSO start of academic year 1 for the next PCAR review cycle (2026-2027)
2026-27	X	1
2027-28	X	2
2028-29	X	3
2029-30	X	4

POSITIVE Milestone, post-CA, or PROMOTIONAL Review	CYCLE	COUNT
2030-31	X PCAR Occurs	5
2031-32	Post CA Review Occurs	6
POSITIVE POST CA REVIEW 9/16/2031	PCAR Effective date 9/16/31	7 ALSO: start of academic year 1 for the next PCAR review cycle
2032-33 2031-32	<u>Year 1 of 5-X</u>	1

1
2 (g) Notification of Eligibility, Participate, Opt-Out, or Deferral of Post-Continuous Appointment
3 Review

- 4
5 1. OAA and the Deans office shall be responsible for creating and maintaining a list of NTT
6 Instructional Faculty who are eligible for Post-Continuous Appointment Review.
7
8 2. OAA will send a list to the Dean's office for confirmation of eligibility no later than May 1st
9 of each year.
10
11 3. Department Chairs, or chair equivalent, will notify each faculty member eligible for a ~~post~~
12 ~~CA Review~~ Post-Continuous Appointment Review by ~~June 4~~ May 15 of the academic year
13 prior to the year of eligibility.
14
15 4. All requests for deferral or opt-out must be approved or denied in writing by the Dean and
16 forwarded to the faculty member and Dept. Chair/designee no later than June 15th of the
17 academic year prior to review. The Dean's decision will be included in the Assurance of
18 Review that is forwarded to OAA no later than the first week in March of the following
19 academic year.
20
21 5. **Requests to Opt-out**
22
23 i. Requests for Opt-out must be made by June 1st of the year a faculty member is
24 notified and must be forwarded to the Department Chair or the Supervisor of
25 Record, and the Dean. The Dean's decision in response to the member's request to
26 opt out will be made by June 15th of the academic year.
27
28 ii. Faculty who provide a letter to the Dean, with a copy to HR stating they will retire
29 within 2 years shall be allowed to opt-out of ~~post-tenure~~ continuous appointment
30 review.
31

32 6. **Request to Defer**
33

- i. Faculty may submit a written request to defer their post-continuous appointment review and opt to apply for promotional review instead. Faculty may not apply for promotion and post-continuous appointment review in the same year.
- ii. Requests for deferral must be made in writing by June ~~15-1st~~ of the year a faculty member is notified; and must be ~~approved by~~ forwarded to the Department Chair or the Supervisor of Record and the Dean. Deferrals are for a one-year period. The Dean's decision in response to the member's request for deferral (or opting out) will be made within 30 working days from submission forwarded to the faculty member, department chair/designee no later than June 15 of the academic year prior to review and the Dean's decision will be included in the Assurance of Review that is forwarded to OAA no later than the first week in March of the following academic year.
- iii. Deferrals should be based on the following:
 - a. Personal circumstances such as maternity, paternity, adoption, injuries, illnesses, or other protected leave circumstances that have had an impact on the faculty member's work.
 - b. Sabbatical and when returning from special assignments on or off campus, such as professional or administrative positions.
- ~~iv. All requests for a deferral must be made in writing by the faculty member and will include an explanation of why the deferral is needed.~~
- iv. If there has been no request for a deferral, the review will go forward as scheduled and follow the post-continuous appointment timeline posted on the [OAA Deadlines for Academic Personnel Actions](#).

~~All requests for deferral or opt out must be approved or denied in writing by the Dean and forwarded to the faculty member, department chair/designee no later than June 15th of the academic year prior (EX: Response Due 6/15/2021) to review and the Dean's decision will be included in the Assurance of Review that is forwarded to OAA no later than First Week in March of the following academic year (EX: Assurance of review Due to OAA 03/01/22).~~

(h) Post-Continuous Appointment Review Process:

Task	Calendar Days	Due Dates
OAA creates list of eligible faculty and provides to Deans and Chairs (Unit)		May 1

Eligible faculty notified		No later than May 15 prior to the academic year of eligibility
Faculty requests deferment/opts out		June 1 prior to the academic year of eligibility
Dean Approves Requests to defer/opt out and notices faculty member		June 15
Department Committee formed	Per Dept. P&T guidelines	
Faculty submits dossier		1st Friday in October
Committee completes review of eligible faculty and submits report		End of October
Department chair completes reviews of eligible faculty and submits report	Within 10 business days from receipt of committee report	2 nd Friday in November
Faculty member receives Department chair's letter and committee report	Within 10 business days of the transmittal of the committee's report	2 nd Friday in November
Faculty member requests reconsideration	Within 5 business days of receipt of recommendation	3 rd week in November
Faculty member submits <u>supporting materials in support of reconsideration to committee and/or Department chair. Faculty member may request a meeting that must occur within 5 days of request to meet.</u>	Within 20 business days of request for reconsideration	2 nd week of December
Committee and/or Department chair responds to reconsideration request and forward all materials to the Dean		2 nd week of January
Dean completes reviews of eligible faculty and submits report to faculty member, Department chair, chair of the committee	Within 10 business days of the receipt of the committee and chair reports	4 th week of January
Department chair, chair of the committee, or faculty member requests reconsideration conference	Within 5 business days of receipt of Dean's letter	1 st week of February

Faculty member submits supporting materials <u>in support of a reconsideration conference</u> to Dean	Within 10 business days of request for reconsideration conference	3rd week of February
Dean completes review, issues report and submits to provost Provost; Dean's assurance of review due to OAA		1st week of March
Faculty member requests reconsideration conference with the Provost	Within 5 business days of the receipt of the Provost Letter	2 nd Week of March
Faculty member submits supporting materials to the Provost. Faculty member requests meeting with provost Provost (optional)	Within <u>20</u> business 20 days of receiving Provost letter	April
Provost issues decision		4th week of April
PCAR review FIP developed and jointly agreed to by faculty member and chair Chair	Within 30 business days after Provost's post-tenure review PCAR decision is issued	4th week of May
If faculty member and chair cannot agree they will meet with the Dean	Within 14 business days	2nd week of June
Final FIP with Dean, Chair and faculty member developing FIP	June 15, year of review	*June 15 June 15. May be extended if necessary and approval received.
*May be extended if necessary and approval received.		

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1. Departmental Post-Continuous Appointment Review Committee Establishment and Authority
 - i. All recommendations for post-continuous appointment review originate with a formally established departmental committee. The department chair/designee notifies the chair of the appropriate departmental committee of those non-tenure track faculty who are eligible for post-continuous appointment review.
 - ii. Faculty members will be evaluated by a committee of their peers. In a department with more than one NTT instructional faculty member, at least one NTT instructional faculty member will be on the review committee. ~~if~~ If the department does not have another NTT instructional faculty member, the department chair/designee will look outside of the department to find a NTT instructional

1 faculty member from a similar discipline to serve on the committee. When a faculty
2 member has been involved in interdisciplinary teaching and/or research, the
3 committee will include a faculty representative from a mutually agreed upon second
4 department or program.
5

- 6 iii. Administration may use these procedures for Post-Continuous Appointment Review
7 for those NTTF who hold Unclassified Exempt (UnEx) positions. No AAUP
8 member, however, will be assigned to serve on a post-continuous appointment
9 review committee of an NTTF in an UnEx position who has any supervisory duties
10 in their unit. In the UnEx post-continuous appointment review, the role of the
11 department chair shall be filled by the immediate supervisor of the individual under
12 review provided the immediate supervisor is not the Dean. If the immediate
13 supervisor of the individual under review is the Dean, the Dean must designate a
14 person to fulfill the role of the immediate supervisor (e.g. an Associate Dean).
15
- 16 iv. The committee shall endeavor to reach consensus before writing its narrative report
17 to the department chair/designee. In its narrative report, the committee shall explain
18 its decision and provide evidence to support the decision. If the committee finds the
19 faculty member's contributions meet the standards set forth for post-continuous
20 appointment review, it shall document this in their narrative report. If the committee
21 finds the faculty member's contributions do not meet standards, the report shall
22 document the areas the committee finds do not meet the standards and provide
23 ~~evidence~~ recommendations so that these areas shall be addressed in a Faculty
24 Improvement Plan (FIP).
25
- 26 v. Should a unanimous decision not be reached, the committee's narrative report shall
27 include the views of the majority and the minority.
28
- 29 vi. The committee's narrative report should be forwarded to the department
30 chair/designee no later than the 2nd Friday November.
31

32 2. Responsibilities of the Department Chair/Designee

- 33
- 34 i. ~~2.~~ The department chair/designee must assure that the faculty member's post-
35 continuous appointment review committee has followed department/academic unit
36 and University post-continuous appointment review guidelines, has considered the
37 faculty member's dossier, and that the committee's narrative report is complete and
38 uses the proper forms. In units that do not have departments, the department chair
39 responsibilities shall be filled by a person or persons specified in unit guidelines;
40 potential chair designees ~~may~~ include program directors, area directors, or the faculty
41 member's supervisor.
42
- 43 ii. The department chair/designee shall write a letter affirming or challenging the
44 committee's decision and recommendation based on the criteria in departmental

1 post-continuous appointment review guidelines, and explain their reasons. If the
2 department chair/designee finds the faculty member's contributions do not meet
3 standards, the department chair/designee's letter shall document the areas they find
4 do not meet the standards and provide ~~evidence~~ recommendations so that these
5 areas shall be addressed in a Faculty Improvement Plan.
6

7 iii. The department chair/designee will provide a copy of their letter ~~and~~, attach it to the
8 committee's narrative report, and forward the entire dossier to the faculty member
9 under review and to the chair of the committee within 10 ~~working~~ business days of
10 the transmittal of the committee report but not later than the ~~first~~ 2nd Friday in
11 November.
12

13 iv. The faculty member must be given the opportunity to review their file, including the
14 post-continuous appointment review committee's report and the department
15 chair/designee's letter before it is forwarded to the Dean.
16

17 The faculty member should indicate they have reviewed their file by signing the NITF
18 Appraisal Signature Sheet. If the faculty member disagrees with the recommendation of
19 either the committee or the department chair/designee, they may request reconsideration
20 of one or both recommendations.
21

22 v. At this point in the process, the faculty member may request to meet with the
23 committee or the department chair/designee no matter if the review is positive or
24 negative. See section below regarding timing for meeting due to reconsideration.
25

26 3. Procedures for Reconsideration of Department Chair/Designee and/or Committee 27 Recommendation 28

29 i. If a faculty member questions the post-continuous appointment review committee's
30 recommendation and/or the department chair/designee's recommendation, they
31 may make a request for reconsideration of the recommendations in writing.
32 Request(s) for reconsideration should be submitted to the department
33 chair/designee within 5 ~~working~~ business days of receiving the committee and
34 chair/designee recommendations.
35

36 ~~3.~~
37 ii. The reconsideration(s) may be requested on the basis of procedural or substantive
38 issues. The faculty member should prepare whatever additional material is pertinent.
39 The supporting materials must be submitted to the department chair/designee as
40 appropriate within 20 ~~working~~ business days of the request for reconsideration. At
41 the time of submitting materials to support reconsideration, the faculty member may
42 request to meet with the committee and/or the department chair/designee. The
43 meeting(s) must occur within 5 ~~working~~ business days of the request to meet.

- 1 iii. If the reconsideration is requested for the committee's decision, the department
2 chair/designee should return the dossier along with any supporting materials
3 submitted by the faculty member to the committee for reconsideration. The
4 committee chair must report in writing to the faculty member and the department
5 chair/designee the results of the committee's reconsideration. The faculty member's
6 materials will then be forwarded to the department chair/designee for their review,
7 and then forwarded to the faculty member.
8
- 9 iv. If reconsideration is requested of the department chair/designee's decision, the
10 department chair/designee must report in writing to the faculty member and the
11 committee the results of their reconsideration.
12
- 13 v. Should the committee and/or the department chair/designee reverse their original
14 decisions and find the faculty member's contributions to meet standards, they shall
15 write a report of the new decision and attach it to the top of the original report. The
16 faculty member will then review the entire dossier and sign the appraisal signature
17 sheet before the department chair/designee forwards it to the Dean for their
18 consideration.
19
- 20 vi. The department chair/designee must provide the Dean a statement of assurance
21 that all eligible faculty have been reviewed, and submit to the Dean for each faculty
22 member reviewed:
23
- 24 a. A completed appraisal signature sheet signed by the members of the post-
25 continuous appointment review committee and the department
26 chair/designee.
27
- 28 b. The post-continuous appointment review committee recommendation and
29 department chair/designee's letter.
30
- 31 c. If reconsideration was requested, a copy of the faculty member's request,
32 the materials submitted, and the reconsideration reviews done by the
33 department chair/designee and/or committee.
34

35 4. Responsibility of the Dean
36

- 37 i. The Dean shall review materials submitted by the faculty member ~~and~~, the
38 narrative report of the post-continuous appointment review committee, and the
39 department chair/designee report with regard to the dossier submitted by the
40 faculty member in order to write a letter affirming or challenging the
41 recommendation of the committee and/or the department chair/designee.
42
- 43 ii. If the Dean disagrees with the recommendation of the post-continuous
44 appointment review committee and/or the department chair/designee, the Dean

1 must explain their decision and document which criteria in the department's post-
2 continuous appointment review guidelines were or were not being met and provide
3 evidence to support their decision.
4

5 iii. The Dean's letter shall be delivered to the department chair/designee, the post-
6 continuous appointment review committee chair, and the faculty member within
7 10 business days of receipt of the committee and chair reports or no later than the
8 Fourth week of January.
9

10 iv. If the Dean, department chair/designee, and committee ~~finds~~ find that the faculty
11 member's contributions do not meet standards and the faculty member does not
12 request reconsideration of the Dean's decision, a Faculty Improvement Plan will be
13 developed based on the deficiencies identified in the review and as provided in
14 ~~paragraph~~ subsection (i) below.
15

16 5. Procedures for Reconsideration of Dean's Recommendation.
17

18 i. If the Dean finds that the faculty member's contributions do not meet standards
19 and the Dean's recommendation differs from the committees and/or the
20 department chair/designee's; the department chair/designee, chair of the
21 committee, and/or the faculty member may request in writing a conference for
22 reconsideration by the Dean within 5 ~~working~~ business days of the receipt of the
23 Dean's letter. After notifying the Dean that the faculty member requests
24 reconsideration, the faculty member has 10 ~~working~~ business days to provide
25 additional materials to the Dean in support of the reconsideration.
26

27 ii. If upon reconsideration the Dean reverses their original decision and finds the
28 faculty member's contributions meet standards, the Dean shall so report in writing
29 and provide a copy of their letter to the department chair/designee and faculty
30 member.
31

32 iii. If the Dean finds that the faculty member has met standards when the post-
33 continuous appointment review committee's and the department chair/designee's
34 finding disagree, the Dean shall provide a copy of their letter to the department
35 chair/designee, committee chair, and faculty member.
36

37 iv. The Dean's original recommendation and the Dean's recommendation after
38 reconsideration, shall be included in the dossier. When the Dean finds that the
39 faculty member's contributions do not meet standards and the ~~Faculty~~ faculty
40 member requests reconsideration the faculty member's entire dossier is then
41 forwarded to the Provost for review.
42

43 6. Role of the Provost.

- i. The Provost shall review the materials only in those cases when a faculty member is found not to have met standards and requests reconsideration of the Dean's final recommendation.
 - ii. The Provost will review the decisions by the Dean, department chair/designee, and post-continuous appointment review committee to determine if the faculty member meets or does not meet standards. If the Provost finds that the faculty member does not meet standards, then they must give reasons for their decision, addressing evidence provided at earlier levels of review.
 - iii. The Provost shall notify the faculty member, the department chair/designee, and the Dean in writing of their final decision.
 - iv. The faculty member may request in writing a conference for reconsideration by the Provost within 5 ~~working business~~ days of the receipt of the Provost's letter, and may add additional evidence to the file within 20 ~~working business~~ days of receiving the Provost's letter. If requested, the Provost shall meet with the faculty member.
 - v. The Provost's decision after reconsideration shall be forwarded to the faculty member, the department chair/designee, and the Dean. The Provost's decisions shall be included in the Post-Continuous Appointment dossier housed in the Dean's office.
7. After receipt of the Provost's final decision, a step 3 grievance may be filed by or on behalf of the faculty member, as provided in the PSU-AAUP collective bargaining agreement, or through the non-contractual grievance process, as applicable, if the faculty member believes that there has been a violation, misinterpretation, or improper application of these guidelines.
 8. In the event that it is found that a faculty member does not meet standards; a Faculty I be developed based on the deficiencies identified in the review and as provided in ~~paragraph~~ subsection (i) below.
 - (i) Faculty Improvement Plan for Faculty on Continuous Appointment.
 1. In the event that the faculty member does not meet standards, the faculty member and department chair/designee will meet to discuss the deficiencies identified in the review. Following the meeting, the department chair/designee will develop a Faculty Improvement Plan to address the deficiencies. If the faculty member disagrees with the improvement 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 Faculty

1 Improvement Plan is to be developed before the end of the academic year in which the
2 faculty member was found to not meet standards. If the department chair/designee and
3 faculty member identify resources that would assist with the improvement plan, a request
4 for access to such resources will be made to and considered by the Dean. The lack or
5 limited availability of resources could result in modification or extension of the Faculty
6 Improvement Plan.
7

- 8 2. Progress on the Faculty Improvement Plans are to be assessed and communicated on a
9 regular basis during the subsequent academic year. At a minimum the department
10 chair/designee and the faculty member will meet near the beginning of the fall term
11 following the PCAR to review the improvement plan and near the end of the fall term to
12 review the faculty member's progress on the improvement plan. Prior to the end of fall
13 term, the department chair/designee is to provide the faculty member with a written
14 assessment of progress on the faculty improvement plan, which includes identification of
15 issues that have not yet been successfully ~~remediated~~improved.
16
- 17 3. At any point in the process, the department chair/designee can determine that the Faculty
18 Improvement Plan has been successfully completed, at which time the department
19 chair/designee shall notify the faculty member and conclude the faculty improvement
20 process.
21
- 22 4. Winter term of the academic year following the start date of the Faculty Improvement
23 Plan, the department chair/designee shall meet to review progress on the improvement
24 plan. After the meeting, the department chair/designee is to notify the faculty member
25 whether the improvement plan has been successfully completed.
26
- 27 5. When the department chair/designee decides the objectives have not been reached, the
28 faculty member may request in writing a conference for reconsideration by the department
29 chair/designee within 10 working days of the receipt of the chair/designee's letter to the
30 Dean. The faculty member may provide additional materials in writing within 10 ~~working~~
31 business days of the request for reconsideration.
32
- 33 6. If the department chair/designee reverses their decision, they shall write a revised letter to
34 the Dean. The Dean will wait to make a decision until receiving the reconsideration letter
35 from the department chair/designee. Should a faculty member refuse to create and/or
36 follow the Faculty Improvement Plan (except due to circumstances that are substantially
37 outside the faculty member's control), the faculty member shall be notified and subject to
38 sanctions pursuant to Article 27 of this collective bargaining agreement.
39
- 40 7. The Faculty Improvement Plan- with information on how it was fulfilled- must be signed
41 within 20 ~~working~~ business days of completion by the faculty member, the department
42 chair/designee, and Dean and filed with the Provost Office. If the department
43 chair/designee and Dean agree that the Faculty Improvement Plan has been successfully

1 completed, the faculty member will be eligible for the post-continuous review increase that
2 is currently in force effective September 16 the following academic year.

- 3
- 4 8. If the plan has not been successfully completed, the department chair/designee may either
5 extend the plan for an additional academic term or provide the faculty member with notice
6 of termination. A Faculty Improvement Plan may be extended by the department
7 chair/designee for up to three academic terms. A notice of termination provided under
8 this section shall be provided to the member, Dean, Provost, and the Association and shall
9 be effective no sooner than the end of the subsequent academic term.
- 10
- 11 9. The faculty member's name will be included on the Assurance of Review filed with the
12 Dean and Provost no later than June 15 following the completion of the Faculty
13 Improvement Plan. The Assurance of Review will officially track the status of the Faculty
14 Improvement Plan. When the Faculty Improvement Plan is successful, the Assurance of
15 Review will act as notice to re-start the 5-year count for the next post-continuous
16 appointment review, year 1 starting on September 16 of the following academic year.

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

18

19

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

- 34
- 35 (a) Criteria and evaluation requirements for fixed-term instructional faculty members hired after
36 April 5, 2016 to receive service credit toward continuous appointment:

37

38 ~~The parties agree that they will apply a defined set of criteria in the award of service credit to~~
39 ~~fixed-term faculty members in their appointment to a probationary continuous appointment~~
40 ~~position in accordance with Article 18, Section 3. This agreement to all faculty members hired~~
41 ~~under Article 18, Section 3 after April 5, 2016.~~

- 42
- 43 a. Service credit awards to fixed term faculty members will be made based on the
44 following criteria:

- i. Service credit shall be awarded only for time spent as an AAUP-represented fixed-term instructional faculty member at or above 0.5 FTE.
 - ii. One (1) year of service credit shall accrue to faculty members who worked 1.0 FTE at least two (2) of the three (3) terms in an academic year. No service credit will be granted for a year in which the individual faculty member was employed as a fixed-term faculty member for one (1) term.
 - iii. The maximum amount of service credit awarded will be three (3) years.
 - iv. Consistent with Faculty Senate guidelines for probationary NITF-CA positions established in Spring 2017, it is expected that Fixed-Term faculty will be evaluated annually. If a department did not complete the evaluation in a given year, it will be assumed that the evaluation was positive.
- b. Service credit can be awarded only if the probationary continuous appointment position had an open search per the CBA Article 18.2.a, or if the department received a search waiver for the position from Office of Global Diversity and Inclusion (OGDI).
 - c. Service credit can be awarded only if the department had approved revisions to their Continuous appointment evaluation procedures, and those procedures were applied to the evaluations in question in paragraph 1, above.

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

1 to review the letter of offer and position description and will affirm their acceptance of the offer
2 of employment by signing and returning to the University a copy of both the letter of offer and the
3 position description.
4

- 5 (c) The University will direct departments to complete letters of offer and position descriptions at
6 least 30 days prior to the start of work for the initial term of employment of any non-tenure track
7 instructional faculty member so that employment documents are forwarded to the Office of
8 Human Resources according to the published payroll deadline schedule.
9

10 **Section 5. Non-Tenure Track Research Faculty Appointments**

11
12

- 13 (a) The University and the Association recognize that non-tenure track research faculty are, even in a
14 the first year of employment, an essential and integrated part of a department's or program's staff.
15 Initial appointments are not the responsibility of a sole administrator. Where possible, a
16 committee of at least three (3) shall seek qualified applicants and forward a recommendation to the
17 chair.
18

- 19 (b) The University and the Association recognize that clear communication of expectations and
20 rewards is essential for a fair and productive professional relationship. To that end, the University
21 will provide template letters of offer for non-tenure track research appointments (See see
22 Appendix G). Assigned university/community/professional service and instructional work shall
23 not exceed ten percent (10%) of a non-tenure track research faculty member's workload without a
24 reduction in the research load.
25

- 26 (e) The University, at its discretion, may offer non-tenure track research faculty members
27 appointments that are appropriate based on the specifics of the position. For instance, non-tenure
28 track research faculty members may be employed for a fixed term, for a period of time that runs
29 the length of a particular grant, or an ongoing appointment (without a fixed end date) that is
30 contingent on the continued availability of external funding. In all such cases, the appointment
31 must provide the member with at least thirty (30) days of notice of early termination of the
32 employment (although greater notice is encouraged when possible). ~~No member who achieved~~
33 ~~seniority status and was provided a multi-year appointment under the terms of the collective~~
34 ~~bargaining agreement in effect prior to April 4, 2016 will be provided a shorter appointment as a~~
35 ~~result of the 2016 revisions to this Article.~~
36

- 37 (d) The template letter of offer will include a position description. Taken together, a letter of offer
38 and position description for non-tenure track research appointments will include the following
39 information: appointment start date, appointment end dates (if any), FTE, annual salary rate,
40 actual salary, whether the position is grant or contract funded, the potential grounds for early
41 termination and the required period of notice of early termination (which may not be less than
42 thirty (30) days), whether the position is non-renewable, research assignment and any expectations
43 for additional research and scholarly work, university service, professional service, or other
44 responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer

1 and position description and will affirm their acceptance of the offer of employment by signing
2 and returning to the University a copy of both the letter of offer and the position description.
3

- 4 (e) The University will direct departments to complete letters of offer and position descriptions at
5 least 30 days prior to the start of work for the initial term of employment of any non-tenure track
6 research faculty member so that employment documents are forwarded to the Office of Human
7 Resources according to the published payroll deadline schedule.
8

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

- 10
11 (a) The Faculty Senate is responsible for the development of guidelines governing the evaluation of
12 non-tenure track faculty, including evaluations that occur prior to, at the time of, and following
13 continuous appointment. Each Department/Academic Unit shall establish and maintain guidelines
14 for review of non-tenure track instructional and research faculty bargaining unit members that are
15 consistent with guidelines developed by the Faculty Senate. Nothing in this provision affects or
16 alters the Association's ability to file a grievance, as provided in Article 28 that alleges a violation of
17 such guidelines.
18

- 19 (b) The guidelines must, at a minimum:

- 20 1. Be in writing and be made available to members;
- 21 2. Require each department to identify the committee(s) responsible for the evaluations;
- 22 3. Establish job-relevant evaluation criteria and require the criteria to be in writing;
- 23 4. Provide that the results of the review be in writing and provided to the member;
- 24 5. Provide that the member is entitled to meet with the reviewers;
- 25 6. Provide that the member is able to respond to the review by submitting a statement or
26 comments, which shall be attached to the review;
- 27 7. Provide that the member may submit relevant materials to the reviewers;
- 28 8. Provide that the member may request a review if one has not been provided within the time
29 period provided for by the guidelines;
- 30 9. Provide that the member is to have reasonable notice of the evaluation; and
- 31 10. In a department with more than one non-tenure track faculty member, provide that at least
32 one non-tenure track faculty member will be on the review committee.
33

- 34 (c) Timing for Reviews of Non-Tenure Track Research Faculty members (NTTF-R)
35
36
37
38
39
40
41
42
43
44

- 1
- 2 1. Promotional reviews of NTTF-R members may occur twice during the academic or
- 3 calendar year.
- 4
- 5 2. NTTF-R members hired on a 12-month appointment will follow the review schedule
- 6 established by Office of Academic Affairs (OAA) for NTTF hired on 9-month
- 7 appointments. ~~For example, a 12-month NTTF-R member who is hired April 1, 2018, will~~
- 8 ~~receive their first review during the 2019-20 review schedule beginning September 16, 2019.~~
- 9
- 10 3. Changes in rank and compensation related to the promotion will be effective at the
- 11 beginning of the NTTF-R member's next appointment period, typically July 1 for 12-month
- 12 appointments and September 16 for 9-month appointments.
- 13
- 14 (d) Promotional and/or Continuous Appointment reviews of NTTF-I members with "mid-year" hire
- 15 dates
- 16
- 17 4. 9-month NTTF-I members with a hire date later than October will be reviewed according
- 18 to the schedule established by the Office of Academic Affairs, starting with the fall of their
- 19 second full academic year following hire. ~~For example, a 9-month NTTF-I member who is~~
- 20 ~~hired on a probationary Continuous Appointment on January 1, 2018 will receive their first~~
- 21 ~~review in the review in the academic year 2019-20 review cycle beginning September 16,~~
- 22 ~~2019.~~
- 23
- 24 2. NTTF-I members on 12-month appointments with a hire date later than October 1 will be
- 25 reviewed according to the schedule established by Office of Academic Affairs, starting
- 26 with the fall of their second full academic year following hire. ~~For example, 12-month~~
- 27 ~~NTTF-I members who are hired January 1, 2018, will receive their first review in the~~
- 28 ~~academic year review cycle beginning September 16, 2019.~~
- 29

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

32
 33 **Section 8.** Nothing in Article 18 shall be construed as superseding Article 22 (RETRENCHMENT).

34
 35
 36 **Interim MOAs- NEW AGREEMENTS SINCE MAY 05, 2021 CBA RATIFICATION**

37
 38 **Interim MOA #1 – IELP retrenchment- Clarifications for Article 22 Section 5**

39 June 14, 2021 [[ORIGINAL MOA](#)]

40
 41 *Recitals*

1 On March 15, 2021, President Percy invoked Article 22 relating to IELP retrenchment and as
2 provided for in section 4 of Article 22, a Provisional Plan for IELP Retrenchment was published on
3 May 11, 2021
4

5 The President's Provisional Plan calls for staffing reductions in IELP, proposing to lay off nine-non-
6 tenure track IELP faculty to bring IELP instructional staffing into proportion with IELP enrollments.
7

8 Following the completion of comment and consultation procedures concerning the Provisional Plan
9 as outlined more specifically in section 4 of Article 22, the President will announce a final plan of
10 retrenchment to notify the affected department of the amounts and nature of reductions to be applied.
11

12 Through this Memorandum of Understanding the parties wish to clarify their understanding of how to
13 effectuate layoffs, should layoffs remain a part of the President's final plan of retrenchment, with
14 respect to how to determine "length of continuous service" of impacted members and how to address
15 cases of a tie where two or more bargaining unit members have the same length of service.
16

17 *Agreement*

18

- 19 1. [Article 22, section 5\(c\)](#) states that with respect to layoffs, they shall be made in inverse order to
20 the "length of continuous service at the University" (with respect to each subsection identified
21 for type of position in the bargaining unit). The parties agree that for purposes of staffing
22 reductions that are included in the final plan for retrenchment in IELP, if any, this phrase
23 means any benefited (greater than .5 FTE) position, and shall include time spent on any
24 approved leaves, and any lapse of employment of 12 months or less.
25
- 26 2. Should members subject to layoff and recalled pursuant to [Article 22 Section 5\(c\)](#) have the
27 same seniority date, then the order of seniority for that seniority date shall be determined by
28 the sequence of numbers in their PSU ID number. Members will be laid off from the highest
29 numbered PSU ID number to lowest numbered PSU ID number, and shall be recalled in
30 reverse order from the lowest numbered PSU ID number to highest numbered PSU ID
31 number.
32
- 33 3. "A department," as referred to [Article 22 Section 5](#), shall include the successor departments or
34 programs to IELP.
35
- 36 4. The agreements reflected in this Memorandum of Understanding are not intended to be
37 precedential and are specific only to the [Article 22](#) retrenchment process for IELP.
38
- 39 5. This Memorandum of Understanding will become effective upon signature by both parties.
40
41

1 **Interim MOA #2 – IELP retrenchment- Retrenchment Hearings pursuant to [Article 23](#) for**
2 **layoffs**

3 June 17, 2021 [[ORIGINAL MOA](#)]

4
5 *Recitals*

6
7 The President’s final plan for Article 22 Retrenchment in the Intensive English Language Program
8 (IELP) calls for the layoff of nine members.

9
10 Through this Memorandum of Understanding, the parties wish establish understanding about how
11 they will proceed with the retrenchment hearings in Article 23.

12
13 *Agreement*

- 14
- 15 1. The University and Association each agree to provide the other party with the name of their
16 respective appointee to the committee holding hearings requested by members concerning
17 layoffs taken as a result of Article 22 (“retrenchment hearings”) by June 29, 2021.
18
 - 19 2. The parties recognize that the collective bargaining agreement does not set a time by which
20 retrenchment hearings should be set where a member exercises their right to a hearing. The
21 University will schedule retrenchment hearings as soon as practicable, based upon information
22 available to it, including the availability of the persons involved.
23
 - 24 3. Employees who have requested a retrenchment hearing, and who are not on contract during
25 the Summer Term will be paid a per diem rate at their last rate of pay to attend the
26 retrenchment hearing should the hearing take place before September 16, 2021.
27
 - 28 4. The agreements reflected in this Memorandum of Understanding are not intended to be
29 precedential and are specific only to any layoff and/or salary reductions made as a
30 consequence of the Article 22 retrenchment process for IELP referenced above.
31
 - 32 5. The parties will determine the timeline for the Board of Trustee review of appeals pursuant to
33 [Article 23 Section 7](#) as soon as possible.
34

35 This agreement shall become effective upon signature of the parties and will expire on September 15,
36 2021, or after the completion of retrenchment hearings, whichever comes later.
37
38

1 **Interim MOA #3 – IELP retrenchment- Clarification of the administration of Layoffs**

2 July 2, 2021 [[ORIGINAL MOA](#)]

3
4 *Recitals*

5
6 On June 14, 2021, President Percy published the final plan of retrenchment for the Intensive English
7 Language Program (IELP). This plan called for the layoff of nine full-time equivalent (FTE) non-
8 tenure track faculty members by December 15, 2021.

9
10 As stated in the final plan, under the first phase of retrenchment, no later than June 25, the affected
11 faculty would be presented with layoff scenarios. Under Scenario 1, affected faculty may be subject to
12 immediate notice of layoff of 1.0 FTE, which would practically take effect on September 15, 2021.
13 Under Scenario 2, faculty would be subject to immediate notice of layoff of .5 FTE taking effect on
14 September 15, 2021, retaining current benefits and employment over the fall term, and that the layoff
15 will increase to a 1.0 FTE effective December 15, 2021.

16
17 These options as presented by these two scenarios provide an opportunity for the University to
18 consider the preferences of the impacted faculty while still moving toward the reductions that the
19 University determined are necessary to align the program faculty with the current and projected
20 enrollments.

21
22 On June 15, the University provided notices of layoff to all nine impacted IELP faculty members
23 under Scenario 2; however, the parties understand that revised notices were issued by the University
24 on June 29 to faculty who indicated that Scenario 1 is their preference.

25
26 Further, the parties have discussed how to administer recall rights where a faculty member who is laid
27 off on less than a 1.0 FTE for the fall term and is offered alternate employment or otherwise decides
28 to leave their .5 position. Although the final plan calls for layoffs under two scenarios, there is a
29 demonstrated financial need to retrench nine instructional faculty positions immediately. The different
30 scenarios in the final plan were developed to address other interests beyond correcting the financial
31 implications of the misalignment of faculty to current and projected enrollments, including: providing
32 additional time for voluntary reductions; allowing time to complete the merger with the Office of
33 International Affairs, including implementation of a bridge program and to further evaluate any
34 alternative employment opportunities for impacted faculty; to determining if a change in federal
35 policies would result in immediate and significant increases in enrollment; and giving the impacted
36 faculty more time to find alternate full-time employments.

37
38 Given those interests articulated in the final plan, and given the parties' shared interest in encouraging
39 impacted faculty to find alternate full-time employment in order to minimize the personal financial
40 impacts of retrenchment, the parties have reached agreements below concerning how recall rights will
41 be administered for faculty remaining in the University's employ during the fall academic term of 2021
42 should they find other opportunities before December 15, 2021.

1 Accordingly, through this Memorandum of Agreement the parties wish to clarify their understandings
2 and agreements regarding the effective dates of layoff under the two scenarios and to provide
3 additional clarity concerning recall rights of members impacted by the two scenarios.

4
5 *Agreement*

- 6
7 1. Regardless of whether a member is provided notice under Scenario 1 or Scenario 2, the
8 effective date of layoff will be September 15, 2021. The recall order of faculty noticed on June
9 15, 2021, will follow the seniority order as provided in document “Final corrected IELP
10 Seniority List 061521.pdf.” [NOT INCLUDED IN CBA] The recall order is not impacted by
11 the amount of the FTE reduction that takes effect on September 15, 2021.
12
13 2. Whether a member is laid off under Scenario 1 or Scenario 2 as described in the recitals,
14 above, the member does not lose their position on the recall list nor does it change the
15 seniority order. So, for example, a member laid off under Scenario 2 may be recalled while they
16 are employed at 0.5 FTE if they are higher on the seniority list than other members laid off
17 under Scenario 1. Likewise, if the highest seniority member is laid off at 1.0 FTE under
18 Scenario 1, they would be recalled prior to members laid off at 0.5 FTE who are lower on the
19 IELP Seniority List.
20
21 3. If for any reason an employee previously laid off to a .5 FTE under the final plan informs the
22 University that they want to leave their employ in the IELP during the fall term of 2021, the
23 University agrees to lay the member off to a full 1.0 FTE (in lieu of resignation) provided that
24 the employee provides the University with at least two weeks’ notice of their intended last day
25 of employment (in lieu of accepting a resignation of the employee). Notice is required to
26 ensure that students are not negatively impacted by mid-term departures of instructional
27 faculty and so that the University can assure continuity of service to our students. The PSU-
28 AAUP, agrees that it will not grieve the early conversion (before December 15, 2021) of the .5
29 FTE layoff to a 1.0 FTE layoff for any such employee.
30
31 4. If a member elects to have their layoff converted to a full 1.0 FTE layoff before December 15,
32 2021, under paragraph 3, above, the member does not lose their position on the recall list nor
33 does it change their seniority order.
34
35 5. The agreements reflected in this Memorandum of Agreement are not intended to be
36 precedential and are specific only to any layoff and/or salary reductions made as a
37 consequence of the Article 22 retrenchment process for IELP referenced above.
38

39 This agreement shall become effective upon signature of the parties and will expire on December 16,
40 2021 (although the recall rights persist beyond that date, as clearly stated in the collective bargaining
41 agreement).
42
43

1 **Interim MOA #4 – IELP retrenchment- Clarification of administration of recall of AAUP**
2 **members**

3 September 28, 2021 [[ORIGINAL MOA](#)]

4
5 *Recital*

6
7 The parties clarified several layoff and recall administration issues arising out of the 2021 retrenchment
8 in IELP through their 2021 07Jul02 MOU IELP Layoff administration EXECUTED [\[Interim MOA](#)
9 [#03\]](#)

10
11 The parties wish to further clarify recall rights for those impacted AAUP members who were laid off
12 through the IELP retrenchment process and are later appointed to limited term NTTF positions at the
13 University during the recall period.

14
15 *Agreement*

- 16
17 1. An AAUP member who is laid off under either Scenario 1 or Scenario 2 as described in the
18 07Jul02 MOU [\[Interim MOA#03\]](#) shall remain on the recall list and retain their seniority in the
19 Final Corrected IELP Seniority List 061521 if they are appointed to a fixed term NTTF
20 position at the University. A laid off IELP faculty on this seniority list will retain the same
21 rights, and will be recalled with the same procedure, as laid off IELP faculty who are no longer
22 employed at the University.
23
24 2. For purposes of this MOU, a limited term position is either a fixed term position pursuant to
25 [Article 18 Section 3](#) of the CBA, or a NTTF with a fixed expiration date.

26
27 This agreement shall become effective upon signature of the parties, and shall expire with the 2021 -
28 2024 Collective Bargaining Agreement.

29
30
31 **Interim MOA #5 – “Attend Anywhere” and Asynchronous Instructional Modality Trial Period**
32 **Clarifications**

33 August 12, 2021 [[ORIGINAL MOA](#)] January 11, 2022 [[AMENDED MOA](#)]

34
35 *Recitals*

36 The University implemented a trial period for the “Attend Anywhere” instructional modality for
37 selected classes beginning in Fall 2021 and extending through Spring 2022. The parties have agreed to
38 extend the trial period through Summer 2023. This extension will provide the parties adequate time to
39 collect additional data and determine the effectiveness of the program. The Attend Anywhere modality
40 trial period provides an opportunity for the University, faculty and students to monitor the
41 effectiveness of this instructional modality and inform future pedagogical needs.

42
43 During this period, the Attend Anywhere code will be used to identify courses in which a faculty
44 member will be teaching an in-person, campus-based course that simultaneously provides students the

1 option to attend in-person or access the meeting content via synchronous streaming or recorded
2 lectures.

3
4 In addition, the University allowed the Psychology department to use 2 CRNs (Banner Course
5 Reference Numbers) to promote courses they are teaching using the Remote Synchronous modality.
6 They are using the second/linked CRN with a Remote Asynchronous code to advertise and signal to
7 students that the course does not require synchronous attendance, but rather that the lecture materials
8 can be accessed by the student at a time of their convenience.

9
10 The parties agreed that it would be useful to clarify the process for assigning courses using these
11 codes, the differences between them as well as any potential impact of their use.

12
13 ***Agreement during this trial period:***

- 14
15 1. Neither of these two course offering types (Attend Anywhere or the 2 CRN Remote
16 Synchronous/ Asynchronous) constitute two different courses for purposes of calculating
17 teaching load.
- 18
19 2. The use of these codes will be made with the approval of the department chair, and should
20 only be used after the faculty member and chair have evaluated the course and determined that
21 the teaching strategies used by the instructor are within the limits of the technology and other
22 support available from the University and can be used satisfactorily to deliver the course
23 effectively to those students who consume it remotely.
- 24
25 3. The college, department chair and faculty member will determine what the optimal balance of
26 course offerings are, in terms of modalities (i.e. in-person, hybrid, Online, Attend Anywhere,
27 Remote Synchronous) based on the enrollment needs/demands of the students they serve, the
28 faculty member's preferences and capability/capacity, and the nature of the pedagogical
29 requirements of the courses.
- 30
31 4. The faculty members will have the opportunity to discuss and resolve their preferences
32 regarding the Attend Anywhere modality with their Chairs. Faculty members will not be
33 required to teach using the Attend Anywhere or the 2 CRN Remote
34 Synchronous/Asynchronous modality.
- 35
36 5. Faculty will continue to determine the appropriate course design and methods for assessing
37 student performance.
- 38
39 6. Student evaluations will be solicited in the usual manner. Faculty members may opt to provide
40 a statement to include in their dossier during promotion, tenure, and PTR and/or PCAR
41 review periods with regard to the new Attend Anywhere modality that will be considered
42 during evaluation
- 43

7. If a faculty member decides to use/try one of these modalities in one term, it does not mean they will be required to utilize the delivery mode in the future.
8. The pilot timeline will be in effect through summer term 2023. The parties agree to meet at least twice between January 2022 and Summer 2023 to review results of faculty and student surveys and other assessment data, to evaluate the effectiveness of these modalities and to consider reports of positive outcomes as well as any unintended consequences.

This MOA will be effective upon signature and ratification of the parties. It shall remain in effect for the duration of the trial period.

Interim MOA #6 – PSU Vaccination Policy- Effects

September 2, 2021 [[ORIGINAL MOA](#)]

Recitals

Administration has determined that all PSU employees must comply with PSU’s Vaccination Policy (“Policy”) by Sept. 7, 2021. The parties intend to maintain their commitments as outlined in an MOU entitled “Return to Campus” dated September 18, 2020.

Agreement

1. Members who remain unvaccinated but are otherwise in compliance with the Policy may be returned to campus, in the judgment of the University.
2. Members who have complied with the Policy will not be disciplined or terminated, nor have their position eliminated, solely because they remain unvaccinated for COVID-19.
3. Faculty on a 9-month contract will have until September 16, 2021 to submit the COVID 19 Vaccination Attestation requirements.
4. PSU-AAUP retains the right to demand to bargain any future Vaccine Policy or guidelines.

This agreement will be effective upon signature and ratification of the PSU-AAUP membership and will remain in effect until September 16, 2022.

Interim MOA #7 – [Article 30 Section 6](#) Pay Range Structure for Academic Professionals

January 18, 2022 [[ORIGINAL MOA](#)]

Recitals

1 PSU has created a new system of classification for Academic Professionals. This includes the creation
2 of new Job Families, Career Tracks, and Career Levels. An MOA between PSU and PSU-AAUP dated
3 August 08, 2020, established a process for the initial placement of Academic Professionals (APs) into
4 new Job Family, Career Tracks and Career Levels. Article 30 Section 4(d) specifies that no less than
5 0.80% of the total ASR will be allocated to fund the ASR salary increases for Academic Professionals
6 to bring their salaries into alignment with the new salary minimums or ranges associated with the new
7 classification system.

8
9 It has been agreed that no AP will have their salary reduced because of placement into the new
10 classification system.

11
12 *Agreement*

- 13
14 1) The parties agree to apply 0.8 % increase to current AP salaries on January 1, 2022.
15
16 2) The minimums and maximums shall replace those currently appearing in [Article 30 Section](#)
17 [6\(b\)](#).
18
19 3) If interim bargaining of [Article 30 Section 6\(b\)](#) does not commence before the beginning
20 of interim bargaining for reopeners, the parties agree that negotiations specific to Article 30
21 Section 6, shall be completed outside of reopeners and separate from other economic
22 items.

23
24 This agreement will be effective upon signature of both parties. The agreement is subject to
25 ratification of the PSU-AAUP Membership. If the PSU-AAUP Membership does not ratify this
26 agreement the parties must renegotiate it.

27
28
29 **Interim MOA #8 – Phased Retirement Transition Program for Academic Professionals**
30 March 18, 2022 [[ORIGINAL MOA](#)] [Extended via [Interim MOA #31](#) to June 15, 2026]

31
32 *Recitals*

33
34 This agreement applies to all Academic Professionals employed at Portland State University (PSU) and
35 participating in the Public Employee Retirement System (PERS) Tiers One and Two, in the Oregon
36 Public Service Retirement Plan (OPSRP), or and in the Optional Retirement Plan (ORP).

37
38 The parties recognize that Oregon Senate Bill 1049 changed the statutory limitations on work after
39 retirement effective January 1, 2020, but that these changes did not alter PSU's institutional practices
40 on post-retirement employment. Under PSU's post-retirement appointments, there are various hour
41 limits to post-retirement appointments based on an employee's specific plan (PERS/OPSRP/ORP)
42 and tier level (One, Two, Three, Four). While this remains PSU's practice, the University wishes to
43 provide a brief exception to offer Academic Professionals a phased retirement process at the same

1 time it is offering retirement transition programs to its tenured faculty and non-tenured faculty on
2 continuous appointments.

3
4 The parties share an interest in offering a phased retirement program (referenced below as Phased
5 Retirement Program or Program) to eligible PSU's Academic Professionals to ease their transition into
6 retirement. This Phased Retirement Program for Academic Professionals is intended to support the
7 retirement transition of the participating Academic Professional and needs of the unit they are working
8 in by providing for a period of post-retirement work for the retired Academic Professional at .5 FTE
9 for up to 12 months after the Academic Professional's retirement from PSU.

10
11 *Agreement:*

- 12
13 1. Academic Professionals who want to participate in the Program are responsible for verifying
14 the terms and conditions of their Oregon retirement program prior to entering into an
15 agreement under this Phased Retirement Program.
16
- 17 2. Neither this agreement nor any Phased Retirement Agreement (referenced below) developed
18 under this Program will alter the terms and conditions of any Oregon retirement plan or
19 program (the PERS, OPSRP or ORP programs). In the event of any conflict, the provisions of
20 the Oregon retirement plan (the PERS, OPSRP or ORP programs) documents will apply
21 instead of any conflicting term of this MOA or of any Phased Retirement Agreement entered
22 into through this MOA.
23
- 24 3. In case of conflict between this document or any Phased Retirement Agreement developed
25 under this Program and Oregon law or regulations concerning or regulating
26 PERS/OPSRP/ORP and federal law and regulations, the state and federal law and regulations
27 will apply instead of any conflicting term of this MOA or of any Phased Retirement
28 Agreement entered into through this MOA.
29
- 30 4. Qualifying Academic Professionals who are PERS, OPSRP, or ORP participants may enter
31 into a Phased Retirement Agreement which will take effect on or after the Normal Retirement
32 Age of their specific Oregon retirement plan (the PERS, OPSRP or ORP Programs). For ease
33 of reference, Normal Retirement Age (NRA) differs for these various Oregon retirement
34 plans, described as follows for ease of reference:
35
 - 36 a) Tier One PERS participants have an NRA of 58 years of age or older or 30 years of
37 service.
 - 38 b) Tier Two PERS participants have an NRA of 60 years of age or older or 30 years of
39 service.
 - 40 c) OPSRP participants have an NRA of 65 years of age or older or 58 years of age or older
41 and 30 years of service.
 - 42 d) ORP participants have an NRA of 55 years of age.
43

- 1 5. Participation in the Program is voluntary, not a right, and is at the discretion of the supervisor.
2 To participate in this Phased Retirement Program, the Academic Professional must notify the
3 supervisor of their interest prior to their expected retirement date. It is recommended that the
4 employee initiate this process *at least* three months prior to their expected date of retirement so
5 that the employee and supervisor have time to discuss the terms of a Phased Retirement
6 Agreement and have that agreement memorialized prior to the expected retirement date. The
7 participating Academic Professional should discuss their retirement plans and all post-
8 retirement options with HR and with their ORP Retirement or PERS representative, as
9 applicable.
10
- 11 6. PSU reserves the right to determine whether the unit employing the retiring Academic
12 Professional can accommodate and benefit from their post-retirement employment of .5 FTE
13 and determine the specific work duties and employment period post-retirement. The
14 supervisor will make these determinations after discussion with and input from the retiring
15 employee. The supervisor must respond within 30 calendar days to the Academic
16 Professional's request to participate in the program indicating if PSU intends to grant the
17 member's request. If feasible, the supervisor will then create a proposed Phased Retirement
18 Agreement for the retiring employee's consideration. The retiring employee will be granted an
19 opportunity to give feedback and engage in the dialog in the creation of the Phased Retirement
20 Agreement.
21
- 22 7. Any Phased Retirement Agreement shall contain the following terms:
23
- 24 a) The Phased Retirement Agreement will stipulate the duration of post-retirement
25 employment with specific dates of employment, hours of work, worksite, and the scope of
26 work and duties of their .5 FTE post-retirement employment at PSU. The term (or
27 duration) of post retirement employment may be up to, but not exceed, months. The
28 hours of work may not exceed 1040 hours in a calendar year.
 - 29 b) The Phased Retirement Agreement will identify the date of retirement of the Academic
30 Professional and the dates of the post-retirement employment period. Regardless of the
31 date of retirement and the first date of the post-retirement employment period, the post-
32 retirement employment period for the employee may not continue after 12 months from
33 their date of retirement and in all instances must end no later than December 31, 2024 (for
34 example for an employee with a retirement date of August 31 2024, the Phased Retirement
35 Agreement can provide for only 4 months of post-retirement employment).
 - 36 c) The Phased Retirement Agreement will state that the post-retirement employment will be
37 on a .5 FTE basis and that at the end of the post-retirement employment period, the
38 employee will relinquish their position and their employment will end.
 - 39 d) The Phased Retirement Agreement will identify the salary of the Academic Professional
40 during the post-retirement employment period. The Academic Professional's salary during
41 the post-retirement employment period will be based on the employees' base salary for
42 full-time employment paid in the month immediately preceding their retirement.

- 1 e) The Phased Retirement Agreement will state that the Academic Professional will receive
2 benefits during their post-retirement employment period in accordance with the benefit
3 plan they are enrolled in.
- 4 f) The retirement date and the post-retirement employment period may not begin until the
5 Academic Professional has reached NRA, although the Phased Retirement Agreement may
6 be entered into before that date.
- 7
- 8 8. The Phased Retirement Agreement must be approved by the Academic Professional's
9 Supervisor and the Vice-President of Human Resources. The Phased Retirement Agreement
10 must also be reviewed and approved by the Vice Provost of Academic Personnel before it is
11 finalized. A copy of the agreement will be forwarded to the Association no later than the last
12 Friday in June of each year of the program.
- 13
- 14 9. After the post-retirement employment period identified in the Academic Professional's Phased
15 Retirement Agreement, the retired employee may work under additional agreements as
16 permissible for their specific plan and tier; however, continued employment with PSU after the
17 post-retirement employment period stated in any Phased Retirement Agreement is not a
18 provided for by this MOA and may not be agreed to under any Phased Retirement Agreement.
- 19
- 20 10. Academic Professionals who participate in this Phased Retirement Program will be entitled to
21 a COLA as defined by [Article 30, Section 3](#) of the PSU-AAUP collective bargaining agreement
22 during the post-retirement employment period identified in any Phased Retirement
23 Agreement. The COLA shall be commensurate with their FTE in the post- retirement period
24 of service.
- 25
- 26 11. Academic Professionals who participate in the Phased Retirement Program will receive access
27 to health insurance outlined in [Article 31](#) of the 2021-2024 CBA during the post- retirement
28 employment period that is identified in the Phased Retirement Agreement.
- 29
- 30 12. Academic Professionals who participate in the Phased Retirement Program will have access to
31 their prorated IPDA account commensurate with their FTE and distributions through the
32 effective date of their retirement as defined in [Article 19, Section 3](#) of the 2021-2024 CBA.
- 33
- 34 13. Academic Professionals who participate in the Phased Retirement Program will have access to
35 benefits outlined in [Article 15](#) and [Article 25](#) of the 2021-2024 CBA upon their .5 FTE post-
36 retirement employment at PSU.
- 37
- 38 14. Academic Professionals who participate in the Phased Retirement Program will continue to
39 accrue prorated sick and vacation time commensurate with their FTE upon their .5 FTE post-
40 retirement employment at PSU.
- 41
- 42 15. Academic Professionals who participate in the Phased Retirement Program are not eligible for
43 Academic Professional Advancement during the post-retirement employment period that is
44 identified in the Phased Retirement Agreement.

1
2 16. Nothing in this MOA or in any Phased Retirement Agreement shall be understood to limit
3 PSU's right to engage in performance management and/or discipline of a participating
4 employee, whether pre-retirement or during the post-retirement employment period.
5

6 17. This Program will be monitored by OAA to ensure compliance. Questions about program
7 implementation and compliance may be brought to the OAA.
8

9 This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and
10 shall remain in effect until June 15, 2024.
11

12
13 **Interim MOA #9 - Retirement Transition Program for NTTF-I on CA**

14 March 18, 2022 [[ORIGINAL MOA](#)] [Extended via [Interim MOA #33](#) to June 15, 2026]
15

16 *Recitals:*
17

18 The parties created a COVID-related retirement transition program for tenured faculty members for
19 academic year 2021-22 to permit those tenured faculty members wanting to retire to ease into their
20 retirement through a transition process. The creation of the program was prompted by budgetary
21 challenges faced by the University that were exacerbated by the pandemic as well as a desire to assist
22 faculty who wanted to begin their transition to retirement.
23

24 While the original retirement transition program was designed for tenured faculty members, the MOA
25 for tenured faculty stated that faculty members not included and who may be considering retirement
26 could discuss options for retirement transition with their deans. Several NTTF-I members discussed
27 these options and transition agreements were developed for these faculty members.
28

29 The parties now wish to create a retirement transition program specifically for NTTF-I members with
30 continuous appointments (referenced below as "Retirement Transition Program" or "Program").
31

32 This Retirement Transition Program for NTTF-I on Continuous Appointment is intended to support
33 the work and retirement transition of the University's NTTF-I in consideration of their individual
34 needs, schedules, and course loads, as well as the individualized needs of the academic unit. This
35 Program provides for a redistribution of teaching assignments and service obligations during the
36 retirement transition period; this is not a reduced FTE, but a rebalancing of work expectations during
37 the transition period.
38

39 *Agreement:*
40

- 41 1. This Retirement Transition Program is available to NTTF-I who hold continuous
42 appointments. To participate in the Program, an NTTF-I must sign a Retirement Transition
43 Agreement (DOCUMENT CAN BE FOUND ON [OAA WEBSITE](#)), which provides a one-

1 year transition plan through the time the faculty member retires and relinquishes their
2 continuous appointment.

- 3
- 4 2. The NTTF-I Retirement Transition Program supports the specific transitional needs and
5 interests of the individual faculty member who has decided to separate their employment with
6 PSU and relinquish their continuous appointment within the designated time-periods of July 1,
7 2022 – June 30, 2023 or July 1, 2023 – June 30, 2024.
- 8
- 9 3. To receive the benefits of this Retirement Transition Program, the NTTF-I must sign the
10 Retirement Transition Agreement no later than June 15 of the academic year prior to retiring.
- 11
- 12 a) NTTF-I retiring during academic year 2022-23 – the Retirement Transition Agreement is
13 due no later than June 15, 2022.
- 14
- 15 b) NTTF-I retiring during academic year 2023-24 – the Retirement Transition Agreement is
16 due no later than June 15, 2023.
- 17
- 18 4. NTTF-I may request participation in this Retirement Transition Program through their Chair
19 (or Chair equivalent) and Dean. The applicable Chair (or Chair equivalent) and Dean, along
20 with the faculty member, will create a written Retirement Transition Agreement specifying the
21 nature and amount of changes to teaching and service assignments and describing how they
22 will address any impact these changes will have on other faculty and staff. Redistribution of
23 work duties will be at the discretion of the Chair (or Chair equivalent) and Dean after
24 discussion with the faculty member. The University (or department chair for consistency) will
25 fairly consider all requests for participation in the retirement transition program. The Chair will
26 take into account the needs of the department and college as well as the number of such
27 requests in their decision. Although PSU reserves its right to determine the specific work
28 duties of the NTTF-I during the retirement transition period, the Chair (or Chair equivalent)
29 will provide retiring NTTF-I an opportunity to give feedback and engage in a dialog about the
30 rebalanced work duties. The Retirement Transition Agreement must also be reviewed and
31 approved by the Vice Provost of Academic Personnel before it is finalized. A copy of the
32 agreement will be forwarded to the Association no later than the last Friday in June of each
33 year of the program.
- 34
- 35 5. Changes in duties may include a redistribution of up to 50% of instructional work assignments
36 to other duties, which could include expanded departmental/school service opportunities,
37 community engagement, student mentoring, research, or other activities deemed appropriate
38 by the supervisor. While up to a 50% redistribution of instructional duties to other work is
39 allowable, it may not always be feasible.
- 40
- 41 6. As part of redistributing work duties, and recognizing that 90% of an NTTF's work is in
42 teaching, the Parties agree that new duties outside of a NTTF-I's regular work assignment may
43 be assigned by the supervisor as part of the Retirement Transition Agreement.
- 44

- 1 7. Redistribution of teaching and service obligations is not a reduction of FTE, but a rebalancing
2 of work expectations.
3
- 4 8. NTTF-I will be able to maintain their current office; however, it may be necessary for NTTF-I
5 in this Program to share office space with other faculty in their unit with the same rank during
6 the retirement transition period.
7
- 8 9. Post-retirement provisions are not part of this Retirement Transition Program. Post-retirement
9 provisions may be discussed separately with the department chair or dean. The participating
10 NTTF-I should discuss all post-retirement options with HR and with their ORP Retirement or
11 PERS representative, as applicable.
12
- 13 10. NTTF-I may seek emeritus status through University procedures and in accord with the OAA
14 Academic Deadlines Calendar: [https://www.pdx.edu/human-resources/emeritus-emerita-
16 information](https://www.pdx.edu/human-resources/emeritus-emerita-
15 information) while participating in this Program.
- 17 11. NTTF-I participating in this Program will have access to their full IPDA account and
18 distributions through the effective date of their retirement.
19
- 20 12. If an NTTF-I is currently on sabbatical during any of the years listed above in 3a or 3b, or has
21 an upcoming sabbatical planned during any of the years listed above in 3a or 3b, and chooses
22 to participate in this Program, they will be relieved of their obligation to return to PSU after
23 their sabbatical ends. All other duties and responsibilities under PSU's Sabbatical Leave Policy
24 will remain the same.
25
- 26 13. This Program will be monitored by OAA to ensure compliance. Questions about program
27 implementation and compliance may be brought to the OAA.
28

29 This agreement shall be effective upon signature and ratification of the PSU-AAUP membership,
30 and shall remain in effect until June 15, 2024.
31

32
33 **Interim MOA #10 –Retirement Transition for Tenured Faculty First Time Period Extension**

34 March 18, 2022 [[ORIGINAL MOA](#)] [Extends [MOA COVID Impact #19](#) and is subsequently
35 extended in [Interim MOA#35](#)]
36

37 *Recitals:*
38

39 The parties created a COVID-related retirement transition program [[MOA COVID impact #19](#)] for
40 academic year 2021-22 to permit those tenured faculty wanting to retire to ease into the process. The
41 creation of the program was prompted by budgetary challenges faced by the University that were
42 exacerbated by the pandemic as well by a desire to assist faculty who wanted to begin their transition
43 to retirement.
44

1 This original program afforded tenured faculty greater flexibility to structure their work and their
2 retirement transition in a way that best suited their individual needs, schedules, and course loads, as
3 well as the individualized needs of the academic unit. The retirement transition program provided for a
4 transition of teaching and University service work during the retirement transition period; this was not
5 a reduced FTE, but a rebalancing of work expectations during the transition period.

6
7 Although the immediate crises of the pandemic may have abated, the Parties would like to extend this
8 program to allow additional faculty to take advantage of the program, which will now simply be
9 referred to as the Retirement Transition Program for Tenured Faculty (referenced below as
10 “Retirement Transition Program” or “Program”).

11
12 The extended Program will be implemented on the terms and conditions below which, although
13 substantially similar to, are intended to supersede the June 9, 2021 Memorandum of Agreement
14 regarding COVID-19 Retirement Transition Program.

15
16 *Agreement:*

- 17
18 1. To participate in the Program, a faculty member must sign a Retirement Transition Agreement
19 (DOCUMENT CAN BE FOUND ON [OAA WEBSITE](#)), which provides a one-year
20 transition plan through the time the faculty member retires and relinquishes tenure rights.
21
- 22 2. This extension of the [\[former\] COVID-19 Retirement Transition Program](#) will continue to
23 support the specific transitional needs and interests of the individual faculty member who has
24 decided to separate their employment with PSU and relinquish their tenure within the
25 designated time-periods of July 1, 2022 – June 30, 2023 or July 1, 2023 – June 30, 2024.
26
- 27 3. To receive the benefits of this Retirement Transition Program, the faculty member must sign
28 the Retirement Transition Agreement no later than June 15th of the academic year prior to
29 retiring. Specifically:
30
 - 31 a) Faculty retiring during academic year 2022-23 – the Retirement Transition Agreement is
32 due no later than June 15, 2022.
 - 33 b) Faculty retiring during academic year 2023-24 – the Retirement Transition Agreement is
34 due no later than June 15, 2023.
35
- 36 4. Faculty members participating in this Program may request redistribution of up to 50% of
37 their teaching and service obligations in their final three terms at PSU, and continue to receive
38 their full salaries and benefits.
39
- 40 5. Redistribution of teaching and service obligations is not a reduction of FTE, but a rebalancing
41 of work expectations.
42
- 43 6. The applicable Chair (or Chair equivalent) and Dean, along with the faculty member, will
44 create a written Retirement Transition Agreement specifying the nature and amount of

1 changes to teaching and service assignments and describing how they will address any impact
2 these changes will have on other faculty and staff. This agreement must be reviewed and
3 approved by the Vice Provost of Academic Personnel before it is finalized copy of the
4 agreement will be forwarded to the Association no later than the last Friday in June of each
5 year of the Program.
6

- 7 7. Participating faculty are encouraged to use this time to transition research projects and/or
8 graduate supervision responsibilities.
9
- 10 8. Post-retirement provisions are not part of this Retirement Transition Program.
11
- 12 9. Post-retirement provisions may be discussed separately with the department chair or dean. The
13 participating faculty member should discuss all post-retirement options with HR and with their
14 ORP Retirement or PERS representative, as applicable.
15
- 16 10. Faculty members may seek emeritus status through University procedures and in accordance
17 with the OAA Academic Deadlines Calendar: [https://www.pdx.edu/human-](https://www.pdx.edu/human-resources/emeritus-emerita-information)
18 [resources/emeritus-emerita-information](https://www.pdx.edu/human-resources/emeritus-emerita-information) while participating in this Program.
19
- 20 11. Tenured faculty participating in this Program will have access to their full IPDA account and
21 distributions through the effective date of their retirement.
22
- 23 12. If a faculty member is on sabbatical during any of the years listed above in 3a or b, or has an
24 upcoming sabbatical planned during any of the years listed above in 3a or b, and chooses to
25 participate in this Program, they will be relieved of their obligation to return to PSU after their
26 sabbatical ends. All other duties and responsibilities under [PSU's Sabbatical Leave Policy](#) will
27 remain the same.
28
- 29 13. This Program will be monitored by OAA to ensure compliance. Questions about Program
30 implementation and compliance may be brought to the OAA.
31

32 This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and
33 shall remain in effect until June 15, 2024.
34

35 **Interim MOA #11 – Adoption of new NTTF-I ranks: Teaching Assistant Professor, Teaching**
36 **Associate Professor, Teaching Professor**

37 March 22, 2022 [[ORIGINAL MOA](#)] [May 9, 2022 [CORRECTED MOA #1](#)] [May 27, 2022
38 [CORRECTED MOA #2](#)] [August 8, 2022 [CORRECTED MOA #3](#)]
39

40 *Recitals*

41
42 On February 25, 2021, the PSU Faculty Senate adopted the NTTF-I Teaching Professor ranks
43 (Teaching Assistant Professor, Teaching Associate Professor, and Teaching Professor) as new ranks
44 that could be utilized, as appropriate, at Portland State University once an implementation plan is in

1 place. [On May 3, 2021, the Faculty Senate adopted modifications](#) to the University Promotion and
2 Tenure guidelines that define the Teaching Professor ranks. The University has adopted the [Academic](#)
3 [Rank Policy](#) to replace PSU Standard 580-020-0005.

4
5 *Agreement*

6
7 1. Definitions:

8 The minimum qualifications for the ranks as defined by the Faculty Senate.

- 9
10 a) TEACHING PROFESSOR: A NTTF (instructional) appointment for individuals who
11 typically hold PhDs or terminal degrees and are primarily engaged in teaching at a level
12 normally appropriate for a professorial rank. Ranks in this category in ascending order are
13 teaching assistant professor, teaching associate professor, and teaching professor.
14
15 b) INSTRUCTOR: A NTTF (instructional) appointment for individuals with unclassified
16 instructional appointments whose functions are devoted exclusively or primarily to
17 undergraduate instruction. Such appointments include advising and mentoring
18 expectations congruent with creative and engaged undergraduate instruction, including the
19 possibility of involvement in design and development of courses and the curriculum.
20 Ranks in this category in ascending order are instructor, senior instructor I, senior
21 instructor II.

22
23 2. Primary Distinctions between the Teaching Professor and the Instructor Ranks:

- 24
25 a) All personnel decisions will reflect the need to create and maintain clear distinctions
26 between these new Teaching Professor ranks and the current Instructional ranks that will
27 continue to be in place.
28
29 b) The primary distinguishing features between the Teaching Professor ranks and the
30 Instructor ranks will be: (1) the level of autonomy in curricular decisions, curricular
31 development, and course design; (2) the academic experience and degrees held; and (3) the
32 skill to apply expertise across courses and curricular levels as manifested in the breadth and
33 depth of assignments and that requires intellectual flexibility, coordination and
34 cooperation.
35
36 i) The level of autonomy in curricular decisions, curricular development, and course
37 design as evidenced in the preponderance of the assigned course load:
38
39 1. For the Teaching Professor ranks, expectations include the development,
40 coordination, and evaluation of all aspects of assigned courses in relationship to
41 the broader curriculum.
42
43 2. For the Instructor ranks, there is less autonomy over the development,
44 coordination, and evaluation of all aspects of assigned courses in relationship to

1 the broader curriculum (e.g., an Instructor may teach one of multiple sections that
2 utilize the same syllabus and reflect similar design).

3
4 ii. The academic experience and degrees held:

5
6 1. The number of years of academic experience and type of professional experience
7 required for the Teaching Professor and Instructor ranks will vary by discipline and
8 be determined by individual academic units.

9
10 2. For the Teaching Professor ranks, faculty will ordinarily hold the highest degree in
11 their fields of specialization. Exceptions to this requirement may be made when
12 there is evidence of outstanding achievement and professional recognition in the
13 candidate's field of expertise. In most fields, the doctorate will be expected.

14
15 a) A terminal degree in the field of specialization is not sufficient to qualify
16 for a Teaching Professor rank.

17
18 3. For Instructor ranks, individuals with a terminal degree may apply for and receive
19 an instructional position, although this is not an expectation.

20
21 iii. Skill in application of expertise and integration of knowledge:

22
23 1. For Teaching Professor ranks, faculty have skill and expertise necessary to teach
24 across upper and lower division and undergraduate/graduate levels, where
25 applicable, reflecting the breadth and depth of assignments and requiring
26 intellectual flexibility, curricular coordination and cooperation. Faculty must
27 demonstrate evidence of the application of scholarly inquiry, pedagogical methods,
28 and curricular integration consistent with the criteria established by their academic
29 units and approved by the Department Chair (or equivalent).

30
31 2. For Instructor ranks, faculty are responsible for a narrower scope of courses
32 and/or are more likely to teach lower-division undergraduate courses. Upper-
33 division undergraduate major courses may be taught by instructors if the duties and
34 responsibilities for the assigned courses do not require the autonomy, coordination
35 and control associated with the Teaching Professor ranks and if these courses do
36 not represent the preponderance of their teaching assignments. Teaching lower-
37 division undergraduate courses shall not be the sole determining factor in whether
38 a faculty is assigned to the Instructor or Teaching Professor ranks. Faculty in the
39 Instructor ranks should be assigned graduate-level courses only on rare occasions.

40
41 3. Role of Department Chair/Equivalent in the Assignment of Work:

42
43 a). It is the responsibility of the Department Chair (or equivalent) to assign work that is
44 appropriate to a member's rank. Departmental needs may, on occasion, warrant an

1 Instructor being assigned courses and related duties more commonly associated with the
2 Teaching Professor ranks. Regular assignments, however, must be in accord with those
3 outlined in Section above, *Primary Distinctions between the Teaching Professor and the Instructor*
4 *ranks.*
5

- 6 b). If an Instructor requests a course with duties and responsibilities more appropriate for the
7 Teaching Professor ranks, the Department Chair (or equivalent) may grant the request on a
8 limited basis, but this should not be an ongoing or common practice.
9

10 4. Re-titling into the Teaching Professor Ranks:
11

12 a) Process for Notifying Faculty eligible for re-titling to the Teaching Professor ranks:
13

- 14 i. Department Chairs (or equivalents) in consultation with the Dean's office will develop
15 a list of faculty members who hold NTTF Professorial ranks or are Senior Instructor II
16 (SRI-II).
17

- 18 a) Those who hold NTTF Professorial ranks will be notified by their
19 department chairs (or equivalents) that they are eligible to automatically
20 retitle into equivalent Teaching Professor ranks (Ex: NTTF Associate
21 Professor may retitle to Teaching Associate Professor).
22

- 23 i. Those holding NTTF Professorial ranks will have business days
24 from receipt of notice of eligibility to accept or decline in writing to
25 re-title. See section 4 (b) below for retitling process.
26

- 27 b) Those who hold the rank of SRI-II will be notified that they can be
28 considered for re-titling to Teaching Assistant Professor using the criteria
29 provided in section 4 (c) below.
30

- 31 i. SRI-IIs will have 5 business days from receipt of notice of eligibility
32 to provide a written request to retitle to their department chair (or
33 equivalent).
34

- 35 ii. Department chairs (or equivalents) may require that an SRI-II provide documentation,
36 including an updated CV, in order to determine eligibility for re-titling into the
37 Teaching Professor ranks.
38

- 39 iii. Within 5 business days of receipt of written notice of eligibility for retitling, the faculty
40 member must either elect to re-title or defer. If a faculty member elects to defer, they
41 will no longer be eligible to re-title, but will retain future access to the Teaching
42 Professor ranks as stated below in section 5, *Promotion into Teaching Professor Ranks.*
43

1 iv. The Department Chair (or equivalent) will communicate to the Dean's office all re-
2 titling information. The Dean's office will provide re-titling information to OAA and
3 HR. In consultation with OAA, HR will update the eligible faculty member's record
4 to reflect each eligible faculty member's re-titling into the appropriate Teaching
5 Professor rank.
6

7 **b).** Process for re-titling NTTF Professor and Instructor ranks to Teaching Professor ranks
8 during the transition period:
9

10 i. The transition period for re-titling into the Teaching Professor ranks shall be
11 completed no later than September 15, 2022.
12

13 ii. Re-titling is aligned with current job duties and responsibilities.
14

15 iii. Re-titling from an Instructor rank to a Teaching Professor rank is not considered a
16 promotion. After the academic year 2022-2023, all departments will be expected to
17 utilize their own P&T Guidelines for promotional decisions regarding the new
18 Teaching Professor ranks.
19

20 iv. The re-titling of members will occur in two distinct ways using the current rank of the
21 member as described in section 4(c) below: (1) automatic conversion based on meeting
22 all criteria, and (2) eligible for conversion upon administrative review of additional
23 supporting evidence provided.
24

25 v. No faculty member will be compelled to re-title.
26

27 **c).** Criteria for re-titling NTTF Professor and Instructor ranks to Teaching Professor ranks
28 during the transition period:
29

30 i. NTTF Assistant Professors, NTTF Associate Professors, and NTTF Professors shall,
31 at their request, be retitled into the Teaching Professor ranks at parallel levels.
32

33 1. Those NTTF Assistant Professors, NTTF Associate Professors, and NTTF
34 Professors who request to be re-titled will be automatically re-titled into the
35 following respective Teaching Professor ranks: NTTF Assistant Professor retitled
36 to Teaching Assistant Professor, NTTF Associate Professor retitled to Teaching
37 Associate Professor, and NTTF Professor re-titled to Teaching Professor.
38

39 ii. Senior Instructor II (SRI-II) may be eligible to re-title to Teaching Assistant Professor
40 if ALL of the criteria outlined in section 2 above, *Primary Distinctions between the Teaching*
41 *Professor and the Instructor ranks*, are met.
42

43 1. The Faculty Senate language specific to the doctorate degree requirement allows
44 that an exception to the requirement may be considered when there is clear

1 evidence of outstanding achievement and professional recognition in the
2 candidate's current field of expertise.

3
4 2. In addition, the SRI-II must have undergone at least one successful peer review.
5 This review must have led to (a) a promotion in rank, (b) award of Continuous
6 Appointment, or (c) hiring by a faculty search committee.

7
8 iii. Senior Instructor I (SRI-I) or Instructor are not eligible for re-titling into the Teaching
9 Professor ranks. See section 5 below for eligibility to promote into the Teaching
10 Professor ranks.

11
12 d). Process for the reconsideration of an administrative decision on re-titling:

13
14 i. Those individuals in NTTF Professor ranks who did not elect to automatically retitle
15 during the transition period are not eligible for a reconsideration to retitle, as the
16 decision not to re-title was their own. See sections 6, (c) i-ii below.

17
18 ii. If an SRI-II questions the administrative decision for re-titling, they may submit a
19 written request for a reconsideration within 5 business days from receipt of the
20 written notice of the administrative decision not to retitle, and may provide additional
21 supporting evidence along with the request for reconsideration.

22
23 1. The reconsideration will be requested based on the criteria stated in section 2 above.

24
25 iii. Composition of Reconsideration Committee

26
27 1. Each School or College will create an administrative review committee
28 composed of department chairs (or equivalents) holding rank to review and
29 evaluate the original re-titling decision using the criteria in section 2 above.

30
31 2. The size and composition of this group will be at the discretion of the Dean.

32
33 3. In those Schools/Colleges that do not have ranked administrators, the Dean will
34 appoint a minimum of five department chairs from across the campus to serve
35 on the administrative review committee.

36
37 iv. The committee will endeavor to reach consensus before communicating their decision
38 to the Dean and the Dean will make the final determination. Re-titling decisions are
39 not grievable and are not subject to Article 28.

40
41 5. Promotion into Teaching Professor Ranks:

42
43 a). Process for notifying faculty eligible for promotion into the Teaching Professor ranks:
44

- 1 i. Department Chairs (or equivalents), in consultation with their Dean’s office, will
 2 develop a list of all faculty eligible to promote into the Teaching Professor ranks using
 3 the criteria as provided by the Faculty Senate and in accordance with the faculty
 4 member’s current rank as stated in sections 5(c) i-iv, below.
 5
- 6 ii. Department Chairs (or equivalents) will notify all faculty eligible to promote into the
 7 Teaching Professor ranks, referencing the faculty member’s eligibility for promotion
 8 based on their current rank as stated in sections 5(c) i-iv, below.
 9
- 10 iii. Faculty members notified of eligibility will respond to the notice in accordance with the
 11 deadlines stated in their unit guidelines.
 12
- 13 1. If the faculty member elects to participate, the promotional review will
 14 commence in 2022-2023 and proceed through the promotional review deadlines
 15 as stated in unit guidelines and on the Academic Deadlines Calendar posted on
 16 the OAA website.
 17
- 18 2. If a faculty member elects to defer, the faculty member will remain eligible for
 19 future promotion into the Teaching Professor ranks. Starting in Spring 2023 the
 20 criteria and notice for eligibility will follow the unit’s guidelines and will be in
 21 accordance with the University P&T Guidelines and the Academic Deadlines
 22 Calendar posted on the OAA website.
 23
- 24 b. Process for Promotion into the Teaching Professor ranks:
 25
- 26 i. Members shall be allowed to apply for promotion to the new Teaching Professor ranks
 27 in Fall 2022. The parties recognize that for academic year 2022-2023 units may not
 28 have had the opportunity to fully develop criteria for promotion into the new Teaching
 29 Professor ranks, thus departments may use the rank descriptions developed by the
 30 Faculty Senate on May 3, 2021 for these promotional recommendations. After the
 31 academic year 2022-2023, all departments will be expected to utilize their own P&T
 32 Guidelines for promotional decisions.
 33
- 34 ii. For those who retitled into the parallel Teaching Professor ranks, time spent in rank as
 35 NTTF Assistant or NTTF Associate Professor will count toward the minimum
 36 number of years in rank required prior to being eligible for application to the next
 37 Teaching Professor rank, as stated in the Faculty Senate Resolution dated May 3, 2021.
 38
- 39 1. Teaching Professor A non-tenure track faculty position. Typically, being hired
 40 into or promoted to this position requires a minimum of four years in rank as an
 41 NTTF Associate Professor.
 42

1 2. Teaching Associate Professor A non-tenure track faculty position. Typically,
2 being hired into or promoted to this position requires six years in rank as an
3 NTTF Assistant Professor.
4

5 iii. For Senior Instructor IIs who retitled to Teaching Assistant Professor, time spent in
6 rank as SRI-II will count toward the minimum of six years in rank as Teaching
7 Assistant Professor before becoming eligible to promote to Teaching Associate
8 Professor.
9

10 c. Criteria for promotion to Teaching Professor ranks during the transition period:
11

12 i. A NTTF Associate Professor hired prior to September 16, 2021 who did not elect to
13 re-title to Teaching Associate Professor during the transition period pursuant to
14 section 4(c), i, above, is eligible to promote to Teaching Professor.
15

16 1. Faculty are eligible to be considered for promotion in their fourth year in rank.
17 Time spent in the parallel rank of NTTF Associate Professor will count toward
18 the time-in-rank requirement for eligibility.
19

20 2. If unsuccessful in promoting to Teaching Professor (this is not considered
21 skipping a rank but a parallel promotion within the Teaching Professor ranks),
22 the NTTF Associate Professor will be eligible for promotion after completing
23 three additional years in rank (eligible to apply for promotion in the 4th year).
24

25 3. The NTTF Associate Professor who is unsuccessful in promoting to Teaching
26 Professor two times will no longer be eligible for promotion into the Teaching
27 Professor ranks.
28

29 ii. A NTTF Assistant Professor hired prior to September 16, 2021 who did not elect to
30 re-title to Teaching Assistant Professor during the transition period pursuant to
31 section 4(c), I, above, is eligible to promote to the Teaching Professor ranks.
32

33 1. Faculty are eligible to be considered for promotion in their sixth year in rank.
34 Time spent in the parallel rank of NTTF Assistant Professor will count toward
35 the time-in-rank requirement for eligibility..
36

37 2. If unsuccessful in promoting to Teaching Associate Professor (this is not
38 considered skipping a rank but a parallel promotion within the Teaching
39 Professor Ranks), the NTTF Assistant Professor will be eligible for promotion
40 after completing three additional years in rank (eligible to apply for promotion
41 in the 4th year).
42

1 3. The NITTF Assistant Professor who is unsuccessful in promoting to Teaching
2 Associate Professor two times will no longer be eligible for promotion to the
3 Teaching Professor ranks.
4

5 iii. A Senior Instructor II (SRI-II) hired prior to September 16, 2021 who is not eligible to
6 re-title as Teaching Assistant Professor pursuant to 4(c), ii, above, or who elects not to
7 retitle to Teaching Assistant Professor during the transition period, is eligible to
8 promote to the Teaching Professor ranks.
9

10 1. All current faculty members who are in the rank of SRI-II on or before
11 September 16, 2022, are eligible to be considered for promotion to the rank of
12 Teaching Assistant Professor based upon criteria for promotion as outlined in
13 this MOU and in relevant P&T Guidelines.
14

15 2. An SRI-I who promotes to SRI-II is eligible to apply for promotion to
16 Teaching Assistant Professor after completing three years in rank as an SRI-II
17 (eligible to apply for promotion in the 4th year).
18

19 a. For an SRI-II in rank on or before September 16, 2022, the timelines for
20 promotion from SRI-II to Teaching Assistant Professor will not apply
21 during Academic Years 2022-23 and 2023-24, after which the timelines for
22 promotion to Teaching Assistant Professor stated in #2 above will apply.
23

24 3. If unsuccessful in promoting to Teaching Assistant Professor, the SRI-II will
25 be eligible for promotion after completing three additional years in rank
26 (eligible to apply for promotion in the 4th year).
27

28 4. The SRI-II who is unsuccessful in promoting to Teaching Assistant Professor
29 two times will no longer be eligible for promotion to the Teaching Professor
30 ranks.
31

32 iv. A Senior Instructor I (SRI-I) hired prior to September 16, 2021 is eligible to promote
33 to the Teaching Professor ranks:
34

35 1. All current faculty members promoted to SRI-I on or before September 16,
36 2022 are eligible to be considered for promotion to the rank of Teaching
37 Assistant Professor based upon criteria for promotion as outlined in this MOU
38 and in relevant P&T Guidelines.
39

40 2. An Instructor who promotes to SRI-I is eligible to apply for promotion to
41 Teaching Assistant Professor after completing three years in rank as an SRI-I
42 (eligible to apply for promotion in the 4th year)
43

- 1 a. For an SRI-I promoted on or before September 16, 2022, the timelines for
 2 promotion from SRI-I to Teaching Assistant Professor will not apply
 3 during Academic Years 2022-23 and 2023-24, after which the timelines for
 4 promotion to SRI-II will apply.
 5
- 6 3. An SRI-I who is unsuccessful in promoting to Teaching Assistant Professor
 7 retains the right to be considered for promotion to SRI-II (if they so request).
 8 If the SRI-I meets the eligibility criteria for promotion to SRI-II— which
 9 includes the completion of three years in rank— they should be considered for
 10 promotion to SRI-II in the same cycle, with the same promotion packet, and
 11 by the same P&T committee.
 12
- 13 4. An SRI-I who promotes to SRI-II is eligible to apply for promotion to
 14 Teaching Assistant Professor after completing three years in rank (eligible to
 15 apply for promotion in the 4th year). Following an unsuccessful review to SRI-
 16 II, an SRI-I can re-apply for promotion to SRI-II under the current University
 17 and Department-level guidelines.
 18
- 19 5. A member who is unsuccessful in promoting to Teaching Assistant Professor
 20 two times is no longer eligible for promotion to the Teaching Professor ranks.
 21
- 22 v. An Instructor hired prior to September 16, 2021 may apply to promote to the Teaching
 23 Professor ranks.
 24
- 25 1. An Instructor must promote to SRI-I before being eligible to promote into
 26 the Teaching Professor ranks. To be eligible for consideration to promote
 27 from SRI-I to Teaching Assistant Professor, they must first complete 3 years
 28 in rank as an SRI-I (eligible to apply for promotion in the 4th year).
 29
- 30 2. Once an Instructor has been promoted to SRI-I, refer to section 5(c), iv
 31 above.
 32
- 33 **6. The Salary of Members Re-Titled or Promoted to New Ranks Will Not Be Less than the**
 34 **Minimum in the New Rank.**
 35
- 36 **a.** Members re-titled to the new Teaching Professor ranks will either retain their current
 37 salary or receive the new higher minimum salary.
 38
- 39 **b.** Members promoted to the new Teaching Professor ranks shall receive a salary increase
 40 of 8% upon promotion in rank or the minimum for the new rank, whichever is greater,
 41 as stipulated in Article 30, Section 6A of the 2021-2024 Collective Bargaining
 42 Agreement (CBA).
 43

1 7. For Purposes of Establishing Minimum Salaries, the New Teaching Professor Ranks Shall be
2 Grouped as Follows in Article 30, Section 5 of the CBA.

- 3
4 a. Teaching Assistant Professor with Assistant Professor, Assistant Professor of Practice,
5 Assistant Clinical Professor, and Research Assistant.
6
7 b. Teaching Associate Professor with Associate Professor, Associate Professor of
8 Practice, Associate Clinical Professor, and Research Associate Professor.
9
10 c. Teaching Professor with Professor, Professor of Practice, Clinical Professor, and
11 Research Professor.
12

13 8. New Teaching Professor Ranks are Applicable in all Academic Departments

14
15 The Office of Academic Affairs (OAA) shall notify departments, within sixty (60) days of the
16 ratification of this agreement, that they are to revise, and submit to OAA for approval, their
17 departmental P&T guidelines to include these ranks, and pathways into these ranks, based on
18 the Departmental P&T template distributed by OAA. Departments shall be given until April
19 1, 2023 to submit revised guidelines. OAA will review and approve revised departmental P&T
20 guidelines, or provide guidance for further revisions, by August 1, 2023. These requirements
21 will be communicated in written form by OAA to Department administration, and by PSU-
22 AAUP to its members, between execution of this agreement and April 1, 2022.
23

24 This agreement will be effective upon signature and ratification of the parties. This document will be
25 an addendum to the CBA and language that remains in effect will be inserted into Article 18 during
26 successor negotiations.
27

28
29 **Interim MOA #12 - The University's Ongoing Support of Caregivers**

30 May 9, 2022 [[ORIGINAL MOA](#)]
31

32 *Recital*

33
34 The University is committed to supporting its employees who are also caregivers. PSU provides
35 supports that benefit employees who are caregivers in several ways already, including access to leave
36 and various leave programs, an employee assistance program, and flexible work schedules and
37 conditions.
38

39 The University also recognizes that the Covid-19 pandemic has increased awareness of the limited
40 societal supports for caregivers in our communities. People who take on caregiving responsibilities--
41 whether those responsibilities are caring for young children, a family member suffering health
42 challenges, or our elderly—make both personal and professional sacrifices in order to balance their
43 duties to their families (however defined) and their employers. The pandemic also magnified the
44 historic discrimination and continuing structural social inequalities, in which the sacrifices of caregivers

1 are disproportionately born by women and the impacts are felt more deeply by members of BIPOC
2 communities.

3
4 As the University community emerges from the immediate crises of the Covid-19 pandemic and as the
5 pandemic enters its endemic stages, the parties recognize their mutual interest in acknowledging the
6 needs of caregivers as they continue their work for the University and the students they serve. The
7 parties share an interest in building momentum for continued and future support for those in our
8 community who have caregiving responsibilities.

9
10 *Agreement*

11
12 The following agreement is intended to increase the visibility of and support for the caregiving needs
13 of supervisors and their employees.

- 14
15 1. Whenever possible, units should be mindful that committee work and service responsibilities
16 may be impacted by caregiver responsibilities.
- 17
18 2. Supervisors will, when feasible, provide flexibility to members. Members may be permitted to
19 attend faculty meetings and other departmental meetings remotely during periods of
20 emergency caregiving needs, with supervisor approval.
- 21
22 3. Units will, as feasible, consider the caregiver's needs in scheduling times, days, and modalities
23 of classes and with respect to the needs and priorities of our students, their department and the
24 University.
- 25
26 4. Employees are strongly encouraged to seek information and support from PSU Human
27 Resources Leaves and Accommodations Team as FMLA/OFLA benefits may be available to
28 support some caregiving needs of employees.
- 29
30 5. The University will increase training and resources for managers, including chairs and associate
31 and assistant deans and directors, related to support for the caregiving needs of employees
32 within their units.
- 33
34 6. The PSU President will establish an advisory committee and determine the number and
35 composition of the committee. At least one of those persons to be chosen by the President
36 will be from a list of AAUP members provided to him by AAUP.
- 37
38 7. The purpose of the committee will be to elevate the issues and challenges related to caregiving
39 responsibilities of faculty and staff and to identify areas where the University can enhance their
40 ability to fulfill their caregiving responsibilities to their families (however they are defined) and
41 to meet their employment responsibilities to the University, their colleagues, and students.

42
43 This agreement shall be effective upon signature of the parties and shall remain in effect through June
44 15, 2023.

1
2 **Interim MOA #13— [Reopener TA]Close Sections of Articles 19, 30, and 31 of 2022 Economic**
3 **Reopener**

4 June 7, 2022 [[ORIGINAL TA](#)]

5
6 *Recitals*

7
8 Article 30, Section 10 of the 2021-2024 Collective Bargaining Agreement (CBA) stipulates that “[t]he
9 economic provisions of this Agreement, and as many as three additional articles chosen by each party,
10 will be renegotiated beginning in January 2022. For the purposes of this Section, the “economic
11 provisions of this Agreement” are Article 19 (PROFESSIONAL DEVELOPMENT AND
12 SUPPORT), Article 30 (SALARY AND RETIREMENT) and Article 31 (INSURANCE).

13
14 “The Provisions in Article 30 Sections 6B (Post-Tenure Review Salary Increase), Section 6C (Post-
15 Continuous Appointment Review Salary Increase) and Section 7B (Academic Professional
16 Advancement within a Job Level Salary Increase) shall not be eligible for renegotiation during the term
17 of this agreement. The economic provisions of the Agreement with be frozen at the levels that were in
18 effect on the date that the notification is received until either an agreement on revised economic
19 provisions is reached or the statutory bargaining process is concluded.”

20
21 *Agreement*

22
23 In addition to Article 30 Section 6B, Section 6C, and Section 7B, the parties agree to close the sections
24 listed below of Article 19, 30 and 31 and maintain the language and levels outlined in the current CBA.

25
26 Sections Closed in their Entirety:

- 27
28 1. Article 19, Section 1. Introduction
29 2. Article 19, Section 2. Faculty Development Program
30 3. Article 19, Section 4. Professional Development Allocations (as corrected through Errata
31 MOA #6 of the CBA)
32 4. Article 19, Section 5. Unspent Faculty Development Funds.
33 5. Article 30, Preamble.
34 6. Article 30, Section 1. Retirement.
35 7. Article 30, Section 2. Salary Base.
36 8. Article 30, Section 6A. Promotion in Rank — Minimum Adjustments.
37 9. Article 30, Section 8. Sabbatical Pay.
38 10. Article 30, Section 9. Notification.
39 11. Article 30, Section 11. Millar and Hoffman Award Programs.
40 12. Article 31, Insurance

41
42 Sections of the CBA with Specific Sub-Sections Closed:

- 43
44 1. Article 30, Section 4. Salary Adjustments

- 1 (a) Compression, Inversion and/or Equity Adjustments (Year 2: 2021-2022)
- 2 (b) Compression, Inversion and/or Equity Adjustments (Year 3: 2022-2023)
- 3 (c) Compression, Inversion and/or Equity Adjustments (Year 4: 2023-2024)
- 4

5 As of the signing of this Agreement, the parties recognize that the following sections or subsections of
6 the CBA are open and subject to continued collective bargaining:

- 8 1. Article 19, Section 3. Individual Professional Development Account (IPDA) Program.
- 9 2. Article 30, Section 3. Cost of Living Adjustments (Years 1 and 2: 2021 and 2021-2022)
- 10 3. Article 30 Section 4. Salary Adjustments
- 11 (d) Academic Professional Reclassification Pool (2021)
- 12 4. Article 30, Section 5. Minimum Salary Rates— Academic Ranks Instructional and Research
- 13 Faculty
- 14 5. Article 30, Section 6. Pay-Range Structure, etc.— Academic Professionals.
- 15 6. Article 30, Section 7A. Academic Professional Level Reassignment Salary Increase.
- 16 7. Article 30, Section 10. Automatic Economic Reopener in 2022.
- 17

18 **Interim MOA #14— [Reopener TA] [Article 16](#) revisions. Post-Tenure Review**

19 July 13, 2022 [[ORIGINAL TA](#)]

20 [[CBA Article 16](#) has been updated with Interim MOA #14]

21

22 **Article 16. Post-Tenure Review**

23

24 **Section 1.** Nothing in the “[Procedures for Post-Tenure Review at Portland State University](#)” shall
25 affect or alter the Association’s ability to file a grievance, as provided in [Article 28](#), that alleges a
26 violation of such guidelines.

27

28 **Section 2.** The guidelines must at a minimum:

- 29 (a) Be in writing and be made available to members;
- 30 (b) Establish job-relevant evaluation criteria;
- 31 (c) Provide that the results of the review be in writing and provided to the member;
- 32 (d) Provide that the member is entitled to meet with the reviewers;
- 33 (e) Provide that the member is able to respond to the review by submitting a statement or
- 34 comments, which shall be attached to the review;
- 35 (f) Provide that the member may submit relevant materials to the reviewers; and Provide that the
- 36 member may request a review if one has not been provided within the time period provided
- 37 for by the guidelines.
- 38

39

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

43

44 **Section 4.** Post Tenure Review (PTR) for tenured faculty members in less than full time positions

Tenured faculty members who have regular appointments of less than 1.0 FTE are to be reviewed every five years. PTR salary increases are added in full to the Annual Salary Rate for the position before any other salary increases. This results in a prorated PTR salary increase based on FTE.

Section 5. Timelines for Post Tenure Review (PTR) for tenured faculty hired mid-year.

Tenured faculty members hired with tenure mid-year will be placed on the same PTR cycle as those hired at the beginning of the subsequent academic year.

Mid-year is defined as any time after the start of Fall term of the academic year in which the faculty member was hired.

Ex: A faculty member hired with tenure in January of 2017 will have a PTR Date of September 2017 and will have their first PTR in Academic Year 2021-22.

PTR	Review Cycle – Mid-term Hire
AY 2016-17	Hired
1/16/2017	Hire Date
9/16/2017	Effective Date (based on MOU)
2017-18	1 year
2018-19	2 year
2019-20	3 year
2020-21	4 year
2021-22	5 year – PTR review year
9/16/2022	PTR Increase New Effective Date ALSO start of academic year 1 for the next review cycle
2022-23	Year 1 of 5

Section 6. Deferral of Post Tenure Review (PTR)

(a) Deferral Request Process

A faculty member is allowed to defer their PTR pursuant to reasons outlined in Section II of the 2017 PTR Guidelines. Deferrals are for a one-year period and the request is subject to the approval of their Dean. To request a deferral, a faculty member must submit a written request outlining the reasons for their deferral of their post-tenure review to their Dean by June 1 of the academic year they were notified of their eligibility. The Dean’s decision in response to the member’s request for deferral will be made on or before June 15.

(b) Subsequent Deferral(s)

1 A faculty member may apply for subsequent, one-year consecutive deferral(s) of PTR for any of
2 the reasons outlined in Section II of the 2017 PTR Guidelines. The faculty member must submit a
3 new request for any additional one-year deferral annually upon notification of eligibility for PTR
4 following the same process outlined in subsection (a) of this Section 6.
5

6 **Interim MOA #15— [Reopener TA] [Article 15](#) revisions. University Privileges.**

7 July 26, 2022 [[ORIGINAL TA](#)]

8 [[CBA Article 15](#) has been updated from Interim MOA #15]
9

10 **Article 15. UNIVERSITY PRIVILEGES**

11
12 **Part A. Staff Fee Privileges**

13
14 **Section 1. Eligibility**

15
16 Members appointed at half-time or more may register for a maximum of twelve hours of credit per
17 term at the staff fee rate under the terms and conditions approved by the Board and described in the
18 [Academic Year Fee Book](#). Auditor privileges are accorded to employees under the terms and
19 conditions approved by the Board and described in the [Academic Year Fee Book](#).
20

21 **Section 2. Transfer of Staff Fee Privileges**

22
23 Members eligible for staff fee privileges may transfer such privileges to family members or domestic
24 partners consistent with the following terms and conditions:
25

26 (1) Persons eligible to receive a transfer of staff fee privileges must be either:

27 (a) A family member, to include spouse or dependent children, in accordance with applicable
28 Internal Revenue Service (IRS) code; or

29
30 (b) A "domestic partner," as defined in the Affidavit of Domestic Partnership, or the
31 dependent child of a domestic partner.
32

33 (2) Staff fee privileges:

34 (a) Are usable only by either the employee or transferee;

35
36 (b) May not be subdivided among family members or domestic partners and their dependents
37 during a term;

38 (c) Are limited to one transfer per term;

39
40 (d) Are limited to no more than twelve (12) academic credits per term; and
41
42
43

1 (e) There is no fee plateau at any campus for staff members, domestic partners, or eligible
2 dependents.

3
4 (3) Recipients of transferred staff fee privileges may register for courses at any Oregon University
5 System institution, subject to policies of the instructing institution. Institutions reserve the right to
6 exclude programs from eligibility for the privilege.

7
8 (4) Mandatory enrollment fees including, but not limited to, Resource, Health Service, Building, and
9 Incidental, will apply.

10 **Section 3: Additional Transfer Benefit of Staff Fee Privilege**

11
12
13 Beginning Fall Term 2022, members eligible for staff fee privileges will be able to transfer an additional
14 tuition discount to an eligible dependent enrolled in undergraduate courses at Portland State
15 University. The dependent must meet the requirements listed in Section 2 (1) to be eligible for the
16 additional staff fee privileges transfer.

17
18 (5) Additional Staff Fee Privileges:

19 (a) Are usable only by the transferee;

20 (b) May not be subdivided among family members or domestic partners and their dependents
21 during a term;

22 (c) Are limited to no more than twelve (12) academic credits per term; and

23 (d) There is no fee plateau for staff members, domestic partners, or eligible dependents.

24
25 (6) The programs that Portland State University excludes from eligibility for the Staff Fee Privileges
26 will also be excluded from the additional transfer.

27
28 (7) Mandatory enrollment fees, including, but not limited to, Resource, Health Service, Building, and
29 Incidental, will apply to the additional staff fee transfer.

30
31 (8) The additional staff fee privileges benefit program will be monitored and reviewed during the
32 duration of the contract to inform any negotiations about the possible, additional expansion of the
33 fee privilege benefit. The University will compile a report that includes information about the
34 usage and administration of the additional staff fee privilege benefit program.

35
36 This MOA shall become effective upon signature and shall be inserted into the parties CBA (2021-
37 2024), when appropriate.

38
39 **Interim MOA #16— [Reopener TA] Resolution Economic Issues Economic Reopener 2022**
40 October 6, 2022 [[ORIGINAL TA](#)]

41
42 *Recitals*

1 On September 1, 2022, PSU-AAUP and the University (the Parties) engaged in a facilitated economic
2 summit and identified several areas of consensus on economics, which areas of agreement were then
3 referred to by the Parties as the Zone of Potential Agreement (ZOPA).

4
5 On September 9, 2022, PSU-AAUP provided the University with notice that it was requesting
6 mediation of the outstanding unresolved contract issues. Mediation was scheduled to take place on
7 September 30.

8
9 On September 29, the Parties engaged in a facilitated bargaining session to discuss the Cost of Living
10 Adjustment for the fiscal year 2023, which was the last remaining unresolved economic issue after the
11 economic summit that had not been placed in the ZOPA. At that same September 29 bargaining
12 session, and a subsequent session held on September 30, the Parties also conducted an overview of the
13 issues and the consensus reached on September 1 for those issues in the ZOPA.

14
15 The Parties now wish to formalize their agreement from September 1 and September 29/30 in a
16 tentative agreement.

17
18 *Agreement*

19
20 The Parties agree to the following economic provisions as follows:

21
22 1. COLA

23 (a) Year 3 of CBA (FY 2023) graduated increases as follows: (agreed to on 9.29.2022):

- 24 1. First \$60,000 Annual Salary Rate= 8.0%
25 2. \$60,000 to \$80,000 Annual Salary Rate= 2.00%
26 3. \$80,001 to \$110,000 Annual Salary Rate= 0.50%
27 4. Across the board equivalent= 5.92%

28 (b) The COLA for year 4 (FY 2024) will be based on the year-over-year CPI-U West for
29 the month of October with a 1.75% floor and 3.5% ceiling. (Agreed to on 9.1.2022 in
30 ZOPA).

31 (c) COLA will be applied in January for 12-month employees and February for 9-month
32 employees for each fiscal year after all fixed salary increases have been applied.

33
34 2. AP Salary Pools

35 (a) Year 3 of CBA (FY 2023) — 1.0% of Annual Salary Rate of Academic Professionals as
36 of September 16, 2022 — used to move APs to new salary ranges. (agreed to on
37 9.1.2022 in ZOPA). Salary Increases will be effective January 1, 2023 (12-month
38 employees) and February 1, 2023 (9-month employees)

39 (b) Year 4 of CBA (FY 2024) — 0.8% of Annual Salary Rate of Academic Professionals as
40 of January 1, 2023 (12 months) and February 1, 2023 (9 months) — used for targeted
41 market increases (agreed to on 9.1.2.22 in ZOPA). Salary increases will be effective July
42 1, 2023 (12-month employees) and September 16, 2023 (9-month employees).

43 (c) The Parties understand that the AP Salary bands/ranges and the allocation of these
44 monies remain in bargaining before a small bargaining team of each of the Parties

1 members. The Parties commit to conclude bargaining on the AP salary bands/range
2 and the allocation for Year 3 by November 15, 2022.

3
4 3. Caregiver Pool (title as currently used in the ZOPA)
5 [\[duplicate language to 2022 11Nov02 TA Article 29 Caregivers \[Interim MOA#21\]- language](#)
6 [Incorporated in CBA from that agreement\]](#)
7

8 (a) There is established a fund (the Family Friendly Fund) to support members of the
9 AAUP with caregiving needs. These funds may be allocated to mitigate the impacts of
10 University travel, professional development, and other work-related activities. Funds
11 may also be available to offset costs for those members with ongoing caregiving
12 responsibilities that occasionally or unexpectedly interfere with work demands.
13 Members may apply to use the fund one or more times under a process established by
14 AAUP with OAA, and with AAUP approving individual applications for use of the
15 funds (subject to University processes such as payroll, etc.). Monies distributed to the
16 employee are subject to taxation. Any unused portion of the fund from FY 23 will be
17 rolled over to FY 24. In this first year (FY 22-23), AAUP and the University will
18 monitor the number and types of requests received so as to inform future allocation of
19 funds. The University will contribute to the fund as set forth in subsections (b) and (c)
20 below.

21 (b) Year 3 of CBA (FY 2023)— \$115,000.00 (agreed to on 9.29.2022) (after revision of the
22 amount initially identified in the ZOPA).

23 (c) Year 4 of the CBA (FY 2024)— \$175,000.00 (agreed to on 9.1.2022 in ZOPA)
24

25 4. Caregiving Online System (as currently used in the ZOPA):
26 [\[duplicate language to 2022 11Nov02 TA Article 29 Caregivers. Incorporated in CBA from](#)
27 [that agreement\]](#)

28 The Parties agree that the University will subscribe to a caregiving navigation system- to be
29 available for employee use during FY 2023 and FY 2024. The parties will work collaboratively
30 to determine the best navigator system. The Parties agree that the cost of the service is not
31 definitively known, but a rough estimate is \$35,000 per year. The Parties agree that should the
32 University hire a caregiving benefits navigator during this time, the University will not be
33 obligated to maintain the subscription once any such person is employed by the University.
34 (agreed to on 9.1.2022 in ZOPA).
35

36 5. IPDA

37 There will be no change in the individual employee IPDA amounts in years 3 and 4. The
38 Parties recognize that they are currently negotiating language, primarily through Bargaining
39 Team Leads, concerning the issue of expanding the use of IPDA funds for advancing
40 professional development activities (agreed to on 9.1.2022 in ZOPA).
41

42 This Tentative Agreement resolves all outstanding economic issues of the Parties Automatic
43 Economic Reopener 2022 and shall become part of the total reopener package that will be submitted
44 for ratification.

1
2 **Interim MOA #17— [Reopener TA] [Article 19 Section 3](#) IPDAs Expanded Usage**
3 October 15, 2022 [[ORIGINAL MOU](#)]

4
5 *Recital*

6
7 The University and PSU-AAUP (the Parties) have been meeting as part of an economic reopener since
8 March 2022 (see Article 44 of Parties' CBA). As part of that economic reopener, the PSU-AAUP
9 opened Article 19 concerning IPDA funds.

10
11 During the bargaining session on August 5, 2022, the Parties engaged in brainstorming and options
12 generation for meeting the Parties' interests with respect to identifying expanded usage of funds in
13 IPDAs to further professional development activities. Negotiations were tabled, however, to allow for
14 gathering more data in light of options and ideas generated, specifically concerning the University's
15 desire to consult with the University's internal auditor on the propriety of some of the uses identified
16 in the bargaining session.

17
18 The Parties resumed these negotiations at the next bargaining session on August 24, 2022. At that
19 time, AAUP indicated an interest in addressing this issue away from the main bargaining table and to,
20 instead, negotiate the issue in Bargaining Team Leads. The University agreed.

21
22 This MOU establishes our shared understanding that expanded uses of IPDA funds for individual
23 professional development purposes, which heretofore have not been specifically addressed, will be
24 designated as permissible in the Collective Bargaining Agreement (CBA).

25
26 *Agreement*

27
28 Article 19 (Professional Development and Support), Section 3 (Individual Professional Development
29 Account (IPDA) Program), paragraph (f) is amended to read as follows:

- 30
31 (i) A member may ~~utilize~~ use funds in an IPDA for activities that support the job-related
32 professional development of the member. ~~The use of IPDA funds is subject to the pre-~~
33 ~~approval of the member's supervisor and to all applicable University policies and procedures~~
34 ~~regarding the appropriate use and documentation of University expenditures.~~ Examples of
35 such uses could include, but are not limited to: travel for the presentation of scholarly work,
36 conference fees and travel, professional organization fees, professional licensure or
37 certification requirements, acquisition of specialized equipment (such as laboratory or art
38 supplies), procurement of professional services through independent contractors or vendors
39 (such as scanning, 3-D printing, transcription, or translation), tuition and/or fees, subscriptions
40 and books, submission fees, and relevant training and continuing education opportunities.
41 IPDA funds may also be used to acquire computers and associated peripherals (external
42 devices like specialized keyboard or monitor) used to advance the specific professional
43 development activity and to hire hourly student employees who provide administrative,

1 clerical, labor, technical, or other general support that advances the professional development
2 activity.

3
4 The use of IPDA funds is subject to the pre-approval of the member’s supervisor and to all
5 applicable University policies and procedures regarding the appropriate use, procurement, and
6 documentation of University expenditures. Per University policies, any property purchased
7 with the use of IPDA funds is property of the University and must be purchased and
8 maintained in accordance with those policies. Use of IPDA funds is also subject to all
9 employment policies and procedures if a student employee is hired to assist with a member’s
10 professional development activity.

11
12 The revised paragraph will be incorporated into the CBA and subject to ratification after the reopener
13 has been bargained to completion.

14
15 **Interim MOU #18— Hiring Time Limited Academic Professional Position OAI to June 30**
16 **2024**

17 October 23, 2022 [[ORIGINAL MOU](#)]

18
19 Subject: Hiring of a limited-duration Academic Professional (AP) position (IC 1, Program
20 Coordinator) in the Office of Academic Innovation (OAI)

21
22 *Recital*

23
24 Following approval from the Hiring Freeze Committee, the University would like to hire a limited-
25 duration AP position (IC 1, Program Coordinator) to support the growth of online professional
26 programs in OAI. Online professional programs will allow PSU to annually enroll approximately 150
27 additional professionals in the community who are not in a position to enroll in a full degree program.

28
29 Funding for this limited-duration position comes from OAI’s Strategic Investment Funds dedicated to
30 the expansion of online programs, and was included in PAI’s FY23 budget projections.

31
32 This new position will be for a limited duration, until June 30, 2024 and no positions will be held back
33 in order to hire for this position.

34
35 *Agreement*

- 36
37 1. Per Article 17, Section 5 (e), requiring written agreement between the Parties, the University
38 may hire a limited-duration Academic Professional (AP) position (IC 1, Program Coordinator).

39
40 **Interim MOA #19— [Reopener TA] Additional Recognition Caregivers Responsibilities**

41 November 2, 2022 [[ORIGINAL MOU](#)]

42
43 Subject: Additional Recognition of Employee’s Caregiver Responsibilities and University Support for
44 Caregivers

1
2 *Recitals*

3
4 On May 9, 2022, the University and the Association agreed to an MOU regarding The University's
5 Ongoing Support of Caregivers [[Interim MOA #12](#)]

6
7 One aspect of that MOU was the University's agreement to establish a Presidential Caregiver Advisory
8 Committee. The purpose of that committee is to elevate the issues and challenges related to caregiving
9 responsibilities of faculty and staff and to identify areas where the University can enhance their ability
10 to fulfill their caregiving responsibilities to their families (however they are defined) and to meet their
11 employment responsibilities to the University, their colleagues, and students.

12
13 On August 31, 2022, during negotiations of the economic reopener of the Parties' collective
14 bargaining agreement, the Parties reached a tentative agreement on several matters related to
15 caregiving, which the Parties anticipate, if ratified by the Association's members, would be included in
16 a new article of their collective bargaining agreement ([Article 2933 - Caregivers 14 Recognition and](#)
17 [Support](#)). These agreements further expand upon the University's existing support of its employees who
18 are also caregivers.

19
20 In addition, during the August 31 negotiations, the Parties also reached agreement about other ways
21 that the work of caregivers could be recognized and supported at the University. As the Parties were
22 memorializing their agreements from August 31 negotiations, they determined that the agreements
23 reflected below should be documented in a separate MOU.

24
25 *Agreement*

- 26
27 1. The University will provide managers (including directors, chairs/chair equivalent, and
28 assistant and associate deans) with training and resources related to supporting the caregiving
29 needs of the employees they supervise.
30
31 2. The University and the Association suggest the Presidential Caregiver Advisory Committee
32 revisit the University's inclement weather policies and if and how inclement weather events
33 may impact employees with caregiving responsibilities.
34

35 This agreement shall be effective upon signature of the parties and approval of the PSU-AAUP
36 Executive Council and shall remain in effect through November 30, 2024.
37

38 **Interim MOU #20— Academic Year Calendar 2022-23 Mitigation Impacts on 9-month**
39 **Instructional Faculty**
40 November 2, 2022 [[ORIGINAL MOU](#)]

41
42 *Recitals*
43

1 For AAUP members who are 9-month instructional faculty, PSU's academic year is recognized as a
2 three-term period that typically extends from mid-September through mid-June or specifically
3 September of one calendar year through June 15 of the next calendar year.
4

5 The exact dates of the academic year and the associated scheduled dates and deadlines vary from year
6 to year, depending upon how weekends and holidays fall throughout the academic year. For the
7 academic year 2022-2023, the winter term starts nearly one week later than in most other years,
8 creating more time between finals and the start of the next term.
9

10 For the 2022-2023 academic year, classes end on June 11, and final exams begin on June 12. The last
11 day for final exams is posted as June 17, 2023, and the deadline for submitting final grades is June 20,
12 2023 (or the Tuesday after finals week, as is customary). University policy states that if a faculty
13 member decides not to require a final exam, the final exam date is to be used as the last class meeting.
14

15 Although the final exam schedule extends through June 17, the large majority of final exams are
16 scheduled to be completed by Thursday, June 15. Fridays of final exam week are not part of the
17 default scheduling and are used only for very rare conflict situations. The Saturday of final exam week
18 is used only for a very small
19 number of courses that have Saturday-only meeting dates.
20

21 *Agreement*

22

- 23 1. The Parties acknowledge that this year's academic calendar establishes that some finals may
24 be held after June 15 and allows faculty to submit grades as late as June 20.
25
- 26 2. For spring term 2023, 9-month instructional faculty who have final exams scheduled under
27 the University's academic calendar to take place on the Friday or Saturday of final exam week,
28 the University agrees that those faculty may elect not to hold the last class meeting on those
29 dates in the case where no final exam is required.
30
- 31 3. The University agrees to meet with the Deans, A&A Deans, and department chairs to engage
32 their support for faculty who request flexibility in scheduling end-of term work.
33
- 34 4. Further, the University will encourage Deans and Chairs to avoid scheduling any mandatory
35 meetings for 9-month instructional faculty during the expanded winter and spring breaks of
36 2022-2023 academic year in consideration of the final date for submitting final grades in the
37 Spring term.
38
- 39 5. In the event that the above remedies do not sufficiently address a faculty member's concern
40 about performing work outside of typical contract dates, they may raise these issues to the
41 AAUP and/or their supervisors, and the concern will be addressed on an individualized basis
42 through supervisor intervention and/or discussion at labor management.
43

1 6. The agreements reflected in this Memorandum of Understanding are not intended to be
2 precedential and are specific to the 2022-2023 Academic Year.

3
4 This agreement will be effective upon the signature of the Parties and will remain in effect until June
5 30, 2023.

6
7 **Interim MOA #21— [Reopener TA] New Article Caregivers Recognition and Support**
8 November 2, 2022 [[ORIGINAL TA](#)] [contains duplicate language [Interim MOA# 16](#)]

9
10 [[incorporated in CBA as Article 33](#)]

11 12 **Article 29. Caregivers Recognition and Support**

13 14 **Section 1. Purpose**

15
16 The University is committed to supporting its employees who are also caregivers and has systems in
17 place to help employees address caregiving responsibilities. PSU provides supports that benefit
18 employees who are caregivers in several ways, including various leave programs, an employee
19 assistance program, and the ability to request alternative work arrangements with their supervisor.
20 Individuals who take on caregiving responsibilities -- whether those responsibilities are caring for
21 children, caring for a family member suffering health challenges, or caring for an elder -- make both
22 personal and professional sacrifices in order to balance their work and caregiving duties. The COVID
23 19 pandemic magnified the historic discrimination and continuing structural social inequalities, in
24 which the sacrifices of caregivers are disproportionately born by women and the impacts are felt more
25 deeply by members of BIPOC communities. The parties recognize their mutual interest in
26 acknowledging the needs of caregivers as they continue their work for the University and the students
27 they serve. The parties share an interest in building momentum for continued recognition of those in
28 our community who have caregiving responsibilities.

29 30 **Section 2. Summary of Contract Provisions That Can Support Caregiving Needs**

31
32 (a) This Agreement contains several provisions that individuals who have caregiving duties can use to
33 help balance their work and caregiving duties. For ease of reference, these articles are listed below,
34 and in some instances, examples are included to illustrate how members can use these agreements
35 to balance their work and caregiving needs (examples are illustrative only and may or may not be
36 relevant to every member or applicable to every caregiving situation):

- 37
38 1. Article 16 (POST-TENURE REVIEW), Section 6, Deferral of Post Tenure Review (PTR):
39 Describes a process for tenured faculty to request a deferral of their post-tenure review.
40
41 2. Article 17 (ACADEMIC PROFESSIONAL FACULTY), Section 9 (Alternative Work
42 Arrangements and Flexible Work Schedules): Describes a process for Academic Professionals
43 to request alternative work schedules. For example, a member may be permitted to attend
44 required meetings remotely, with supervisor approval, if compelling and unforeseen caregiving

1 needs arise. Section 9 (c) outlines a process for Academic Professional flex time that may be
2 applicable to sudden school closures or other similar unexpected caregiving crises.
3

4 3. Article 18 (NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY),
5 Section 2(f) Provides options for members to opt out if they will retire within 2 years or to
6 request deferral of post-continuous appointment review for personal circumstances such as
7 maternity, paternity, adoption, injuries, illnesses, or other protected leave circumstances that
8 have had an impact on the faculty member's work.
9

10 4. Article 32 (LEAVES): The following sections may apply to caregivers:
11

12 i. Article 32, Section 1 (Family Medical Leave Act (FMLA) and Oregon Family Leave Act
13 (OFLA): This section generally addresses medical and family leaves. For example, OFLA
14 provides for parental leave upon birth/adoption/fostering a child. FMLA/OFLA also
15 provides for periods of leave taken in blocks of time or intermittently, such as intermittent
16 leave to take a disabled spouse to ongoing medical appointments.
17

18 ii. Article 32, Section 1, subparagraphs (i) – (k): Tenure clock extensions may be requested to
19 extend probationary period for tenure where members take family or medical leave.
20

21 iii. Article 32, Leaves, Section 5 (Personal/Discretionary Leave)
22

23 iv. Article 32, Leaves, Section 8 (Career Development Leave)
24

25 v. Article 32, Leaves, Section 10 (Sick Leave)
26

27 vi. Article 32, Leaves, Section 13 (Disability Insurance), Short-Term and Long-Term
28

29 vii. Article 32, Leaves, Section 14 (Donated Sick Leave Bank (DSLKB)): For example, the DSLKB
30 can be accessed by participating members to obtain paid leaves where the leave qualifies
31 under the FMLA, OFLA, and the Americans with Disabilities Act, including for
32 intermittent leave.
33

34 (b) Members are encouraged to confer with the Human Resources Department to better understand
35 their rights to take leave and to obtain information about how different leaves may be used to
36 support their caregiving needs. Paid leave benefits may be available to minimize the loss of income
37 due to an employee's use of leave for caregiving needs.
38

39 **Section 3. Scheduling Considerations Supporting Caregivers** 40

41 (a) At the beginning of the academic year, supervisors will ask members to identify potential
42 scheduling conflicts or challenges with respect to attending departmental/unit meetings.
43 Employees may elect to provide information about caregiving responsibilities that are not
44 necessarily subject to any leave and/or accommodations under the University's various programs,

1 but they are not required to do so. Unit members' caregiving responsibilities, as well as other
2 scheduling and professional conflicts, will be considered when scheduling mandatory
3 departmental/unit meetings. For example, supervisors of employees with school-aged children
4 may choose to schedule required department/unit meetings during typical school hours (9:00 am
5 to 3:00 pm) when it does not conflict with operational efficiencies/needs.
6

7 (b) When an employee's caregiving responsibilities conflict with department/unit meetings, in addition
8 to obtaining any leave and/or accommodations that may be available under the University's
9 various programs, the employee may communicate the concern about the conflict to their
10 supervisor, and the supervisor will give meaningful consideration to those needs. If compelling and
11 unforeseen caregiving needs arise, employees may request to participate in or attend required
12 meetings remotely.
13

14 (c) Department Chairs (or chair equivalents) will, as feasible, consider the expressed caregiving needs
15 of a member when scheduling the days, times, and modalities of courses while also considering
16 students', departmental, and University needs.
17

18 **Section 4. Caregiving Navigation Resources**

19
20 The University and Association recognize that finding caregiving resources can be a difficult and time-
21 consuming process for those who have caregiving responsibilities and jointly agree to refer this issue
22 to the Presidential Caregiver Advisory Committee. During fiscal years 2022-2023 and 2023-2024,
23 bargaining unit members will have access to an online caregiver navigation service; however, in FY
24 2023-2024, at the University's discretion, the University may instead hire an employee to provide
25 caregiver navigation services to substitute for the online service.
26

27 **Section 5. Family Friendly Fund**

28
29 (a) There is established a fund, the Family Friendly Fund, to support members of the AAUP with
30 caregiving needs. Monies in this fund may be allocated to mitigate the impacts of University travel,
31 professional development, and other work-related activities. Monies in this fund may also be
32 available to offset costs for those members with ongoing caregiving responsibilities that
33 occasionally or unexpectedly interfere with work demands. Members may apply to use the fund
34 one or more times under a process established by AAUP with OAA, and with AAUP approving
35 individual applications for use of the funds (subject to University processes such as payroll, etc.).
36 Monies distributed to the employee are subject to taxation. Any unused portion of the Family
37 Friendly Fund from FY 2022-2023 will be rolled over to FY 2023-2024. In this first year (FY 2022-
38 2023), AAUP and the University will monitor the number and types of requests received so as to
39 inform future allocation of funds. The University will contribute to the fund as set forth in
40 subsections (b) and (c) below.
41

42 (b) In FY 2022-2023, the University will contribute \$115,000.00 to the Family Friendly Fund.
43

44 (c) In FY 2023-2024, the University will contribute \$175,000.00 to the Family Friendly Fund.

1
2
3 **Interim MOA #22— [Reopener TA] Joint Task Force Transportation and Parking**
4 November 4, 2022 [[ORIGINAL TA](#)]

5
6 *Recitals*

7
8 During the 2022 Economic Re-opener PSU Administration and PSU-AAUP acknowledged a shared
9 interest in exploring new or different options related to employee transportation and parking at
10 Portland State University and agreed to create a task force for this purpose, as specified below.
11

12 *Agreement*

- 13
14 1. The Parties agree to create a joint University/PSU-AAUP transportation and parking task
15 force to explore issues related to creating new or different employee options for parking on
16 and transportation to PSU's campus.
17
18 2. The task force shall have at least two PSU-AAUP members selected by the association as well
19 as representatives from administration including the Office of Transportation and Parking
20 Services. The task force may include representatives from other employee groups, such as
21 members of other bargaining units.
22
23 3. The topics to be considered by the task force are:
24 (2) the costs and benefits of a flexible parking pass with desired implementation beginning in
25 the 2023/24 academic year (or earlier if feasible);
26 (3) the costs and benefits of participating in the TriMet Universal Pass Program, with desired
27 implementation in the 2023/24 academic year (or earlier if feasible); and
28 (4) safety in PSU parking structures.
29
30 4. The task force shall issue a report of its findings related to each of the three topics outlined
31 above.
32

33 This agreement shall be effective upon signature of the parties and approval of the PSU-AAUP
34 Executive Council and shall remain in effect until June 30, 2023. The parties may mutually agree to
35 extend the task force beyond June 30, 2023.
36

37 **Interim MOA #23— [Reopener TA] Updates to [Article 30](#) of the 2021-2024 Collective**
38 **Bargaining Agreement**
39 November 28, 2022 [[ORIGINAL TA](#)]

40
41 Subject: Reopener Updates to Article 30 of the 2021-2024 Collective Bargaining Agreement
42

43 **Article 30. SALARY AND RETIREMENT**
44 **Section 3. Cost of Living Adjustments**

1
2 For purposes of this Article, “CPI” means the Consumer Price Index, West Region for All Urban
3 Consumers (CPI-U West Region) for the previous 12-month period as published in October for the
4 preceding year by the U.S. Department of Labor’s Bureau of Labor Statistics.
5

- 6 (a) Bargaining unit members employed on January 1, 2021 on a 12-month basis shall receive a 1.0%
7 increase in base pay effective January 1, 2021.
8
- 9 (b) Bargaining unit members employed on February 1, 2021 on a 9-month basis shall receive a 1.0%
10 increase in base pay effective February 1, 2021.
11
- 12 (c) Bargaining unit members employed on January 1, 2022 on a 12-month basis each, shall receive a
13 1.0% increase in base pay effective January 1, 2022.
14
- 15 (d) Bargaining unit members employed on February 1, 2022 on a 9-month basis shall receive a 1.0%
16 increase in base pay effective February 1, 2022.
17
- 18 (e) Bargaining unit members employed on January 1, 2023 on a 12-month basis, and those employed
19 on February 1, 2023 on a 9-month basis, shall, on their respective days, receive a percentage
20 increase to their base pay as follows:
21
- 22 1. An 8.0% increase shall be applied to the first segment of the annual salary rate (1.0 FTE) of all
23 members up to and including \$60,000; a 2.0% increase shall be applied to any segment above
24 \$60,000 and up to and including \$80,000; a 0.5% increase shall be applied to any segment
25 above \$80,000 and up to and including \$110,000; and no increase shall be applied to any
26 segment above \$110,000.
27
- 28 (f) Bargaining unit members employed on January 1, 2024 on a 12-month basis, and those employed
29 on February 1, 2024 on a 9-month basis, shall, on their respective days, receive a percentage
30 increase to their base pay as follows:
31
- 32 1. An increase to their base pay equal to the percent change in the CPI provided that the
33 percentage increase in CPI is not less than 1.75% or more than 3.5%. If the percentage
34 increase in CPI is less than 1.75%, then the percentage increase in base pay shall be 1.75%; if
35 the percentage increase in CPI is greater than 3.5%, then the percentage increase in base pay
36 shall be 3.5%.
37

38 **Section 4. Salary Adjustments**

39 (d) Academic Professional Targeted Market Adjustments

- 40
41
42 1. Academic Professional ASRs were increased by 0.8%, effective January 1, 2022.
43

- 1 2. The University will allocate 1.0 % of the total Academic Professional ASRs as of September
 2 16, 2022, to move ASRs to new salary ranges as agreed in a Memorandum of Understanding
 3 on Academic Professional Salary Bands and Salary Adjustments, dated November 28, 2022.
 4 Salary increases will be effective January 1, 2023 (12-month employees) and February 1, 2023
 5 (9-month employees).
 6
- 7 3. The University will allocate 0.8% of the total Academic Professional ASRs as of January 1,
 8 2023 (for those employed on a 12-month basis) and as of February 1, 2023 (for those
 9 employed on a 9-month basis) to fund targeted market salary increases. The amount to be
 10 allocated will be calculated after the University has applied other ASR increases effective the
 11 same day. Targeted market salary increases will be effective July 1, 2023 for those employed on
 12 a 12-month basis and on September 16, 2023 for those employed on a 9-month basis and will
 13 be determined jointly by the parties prior to implementation. The parties will begin meeting to
 14 develop a formula for targeted market increases beginning the second week of February 2023
 15 and will meet bi-weekly until it is concluded.
 16

17 **Section 5. Minimum Salary Rates—Academic Ranked Instructional and Research Faculty.**
 18

- 19 (a) Effective January 1, 2023 for 12-month faculty with academic rank and effective February 1, 2023
 20 for 9-month faculty with academic rank, 1.0 FTE salary rates shall be no less than those listed
 21 below. Members will receive the greater of either the COLA increase or an increase to the new
 22 minimum for their rank and term of service.
 23

Rank	9-month appt. February 1, 2023	12-month appt. January 1, 2023
Professor	\$99,171	\$119,916
Associate Professor	\$81,459	\$98,424
Assistant Professor	\$68,751	\$83,100
Teaching Professor	\$99,171	\$119,916
Associate Teaching Professor	\$81,459	\$98,424
Assistant Teaching Professor	\$68,751	\$83,100
Professor of Practice	\$99,171	\$119,916
Clinical Professor	\$99,171	\$119,916
Research Professor	\$99,171	\$119,916
Associate Professor of Practice	\$81,459	\$98,424
Associate Clinical Professor	\$81,459	\$98,424
Research Associate Professor	\$81,459	\$98,424
Assistant Professor of Practice	\$68,751	\$83,100
Assistant Clinical Professor	\$68,751	\$83,100

Research Assistant Professor	\$68,751	\$83,100
Senior Instructor II	\$67,455	\$81,528
Senior Instructor I	\$57,303	\$69,624
Instructor	\$50,265	\$61,332
Senior Research Associate II	\$62,262	\$75,360
Senior Research Associate I	\$57,501	\$69,864
Research Associate	\$55,053	\$67,032
Senior Research Assistant II	\$53,685	\$65,496
Senior Research Assistant I	\$51,129	\$62,412
Research Assistant	\$50,265	\$61,332

- 1
- 2 1. On January 1, 2024, the minimum salaries for faculty with academic rank will increase by an
- 3 amount specified in Section 3(f) of this article. Prior to January 1, 2024, the Office of Human
- 4 Resources will provide the new salary rates to the Association and will publish the new rates on
- 5 its webpage.
- 6
- 7 2. Summer Session Minimum Salary Rates. Nine-month faculty employed to teach during
- 8 Summer Term will be paid for Summer Term teaching at a per-credit-hour rate that is no less
- 9 than 2.5% of the member's base nine-month salary rate.

10

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

- 12
- 13 (a) Compensation for Academic Professionals is based upon Job Family and Career Track and Career
- 14 Level.
- 15
- 16 (b) Academic Professional 12-month salary rates effective January 1, 2023:
- 17

Job Family / Career Track and Career Level	Minimum	Maximum
Academic Services		
Individual Contributor 1	\$52,008	\$77,844
Individual Contributor 2	\$55,128	\$89,700
Individual Contributor 3	\$60,144	\$105,264
Individual Contributor 4	\$68,208	\$126,120
Individual Contributor 5	\$81,864	\$151,428
Administrative Support		
Technical and Admin Support 1	\$50,220	\$66,408

Technical and Admin Support 2	\$52,824	\$77,844
Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844

Advising and Student Services

Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$59,280	\$89,700
Individual Contributor 4	\$63,456	\$105,264

Communications / Marketing

Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$59,280	\$89,700

Field, Research, and Outreach Services

Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$59,280	\$89,700
Individual Contributor 4	\$64,488	\$105,264

Fiscal Services

Individual Contributor 1	\$52,824	\$77,844
Individual Contributor 2	\$58,248	\$89,700
Individual Contributor 3	\$63,456	\$105,264

Healthcare Administration

Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$58,248	\$89,700
Individual Contributor 6		
Psychology Resident	\$50,220	\$66,408
Clinical Social Worker	\$66,948	\$105,264
Psychologist	\$77,472	\$126,120

Dentist	\$137,976	\$220,140
Physician	\$137,976	\$220,140

Legal and Compliance

Individual Contributor 1	\$50,220	\$66,408
Individual Contributor 2	\$52,824	\$77,844
Individual Contributor 3	\$60,876	\$89,700
Attorney	\$66,948	\$105,264

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On January 1, 2024, the minimum and maximum salary rates for Academic Professionals will increase by an amount specified in Section 3(f) of this article. Prior to January 1, 2024, 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.

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 7A. Academic Professional Level Reassignment Salary Increase

(a) 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 2023 shall be:

9-month appt.	12-month appt.
\$2,393	\$2,913

The minimum reassignment salary increase in 2024 shall be the 2023 amount increased by the COLA percentage calculated in accordance with Section 3, paragraph (f) above. Prior to January 1, 2024, 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.

This Tentative Agreement is contingent upon the execution of the following MOUs: *Meaning of the Terms “Annual Salary Rate” and “ASR” as Used in Article 30 of the 2021-2024 Collective Bargaining Agreement and the 2022 Tentative Agreement on Economic Issues, and Academic Professional Salary Bands and Salary Adjustments. It shall become effective upon ratification by the PSU-AAUP membership.*

1 **Interim MOU #24— Hiring 2nd Time Limited Academic Professional OAI to June 30, 2024**

2 November 16, 2024 [[ORIGINAL MOU](#)]

3
4 *Recitals*

5
6 The University has determined the need for a time-limited appointment of an Academic Professional
7 in the Office of Academic Innovations (Manager, Employer Education Partnership). The duties are
8 required on a temporary basis.

9
10 *Agreement*

- 11
12 1. As per Article 17, Section 5 (e), the parties agree that the University may make a time-limited
13 AP appointment in the Academic Services job family, at Individual Contributor Level 4 in the
14 Office of Academic Innovation.
15 2. Recruiting may commence immediately, and the employment start date shall be as determined
16 by agreement of the successful candidate and the University. The end date of the position shall
17 be June 30, 2024.
18 3. This agreement shall be effective upon signature.

19
20 **Interim MOU #25— Annual Salary Rate Meaning**

21 November 28, 2022 [[ORIGINAL MOU](#)]

22
23 Subject: Meaning of the Terms “Annual Salary Rate” and “ASR” as Used in Article 30 of the 2021-
24 2024 Collective Bargaining Agreement and the 2022 Tentative Agreement on Economic
25 Issues

26
27 *Recital*

28
29 On October 6, 2022, the University and PSU-AAUP signed a Tentative Agreement (TA) on the
30 economic issues subject to bargaining during the reopener of the 2021-2024 Collective Bargaining
31 Agreement (CBA).

32
33 The Parties are now aware that there was a difference of understanding in the interpretation of the
34 terms “Annual Salary Rates” or “ASR” as applied to the bargaining over the Academic Professional
35 salary bands, as well as to the computation of CIE as expressed in multiple provisions contained in
36 Article 30 of the CBA.

37
38 With this memorandum the Parties establish their shared understanding of how the terms “Annual
39 Salary Rate” and “ASR” as used in Article 30, including as modified by the Tentative Agreement, will
40 be interpreted for the remainder of the current contract and that neither party accepts the other’s prior
41 interpretation of “annual salary rate” or “ASR” as definitive.

42
43 *Agreement*

- 1 1. When calculating pooled amounts for increases in Article 30, Section 4 of the CBA, “annual
2 salary rate” and “ASR” shall mean FTE-adjusted annual salary rate.
3
- 4 2. In Section 2(b) of the Economic TA (Resolution of Economic Issues re Automatic Economic
5 Reopener) dated October 6, 2022, “Annual Salary Rate” shall mean FTE-adjusted annual salary
6 rate.
7
- 8 3. In consideration of the potential impact of the Parties’ differing interpretations of the terms
9 “Annual Salary Rate” and “ASR,” and in the interest of concluding this economic reopener,
10 the University will provide a total pool of \$217,692 (\$209,281 + \$8,411) to move APs to the
11 newly agreed upon salary bands in Year 3 of the CBA (FY 2023).
12
- 13 4. The University will provide the Association with spreadsheets showing the distribution of
14 salary pools defined in Article 30, Section 4, paragraphs (c)1, (c)2, and (d)3, no later than May
15 31, 2023, which is thirty (30) days in advance of the earliest effective date of the salary
16 increases funded by those pools.
17

18 This agreement shall be effective upon signature and approval by the PSU-AAUP Executive
19 Council.
20

21 **Interim MOU #26— AP Salary Bands and Salary Adjustments**

22 November 28, 2022 [[ORIGINAL MOU](#)]
23

24 *Recital*

25
26 PSU has implemented a new system of classification for Academic Professionals. The 2021- 2024
27 Collective Bargaining Agreement (CBA), in Article 30, Section 4(d), allocated 0.8% of annual salary
28 rates (ASR) for bringing AP salaries into alignment with new salary minimums associated with the new
29 classification system. However, because the Parties had not yet bargained new salary bands by January
30 1, 2021, the Parties agreed to allocate that 0.8% pool for across-the-board Academic Professional (AP)
31 salary increases. Those increases were effective January 1, 2022.
32

33 On October 6, 2022, the Parties signed a tentative agreement (TA) on the economic issues addressed
34 during the Parties’ contract reopener. As part of that TA, the Parties agreed to allocate a pool of funds
35 to be used to raise AP salaries within the new salary bands that were then being negotiated by the
36 Parties through bargaining teams designated for that specific purpose.
37

38 The Parties’ bargaining teams that were negotiating the salary bands and allocation reached agreement
39 on the new AP salary bands (minimums and maximums) under the new AP classification system. The
40 Parties also determined how to allocate the negotiated pool to raise AP salaries so that they fell within
41 the newly-bargained salary bands.
42

1 This Memorandum of Understanding documents the Parties' agreement on these new salary bands,
2 specifies a new total dollar value to be allocated by the University for raising the AP salaries in Year 3
3 of the CBA (FY 2023), and describes the allocation of the pool.

4
5 *Agreement*

- 6
7 1. The salary bands used for adjusting AP salaries to new minimums shall be those in the
8 Appendix to this MOU.
9
- 10 2. The amount allocated in Year 3 of the CBA (FY 2023) to move APs to the newly agreed- upon
11 salary bands shall be \$217,692 (\$209,281 + \$8,411). This number supersedes the calculation
12 specified in the Economic TA, Section 2(a) [[Interim MOA#16](#)], in consideration of the
13 Parties' agreement in the Memorandum of Understanding (Meaning of the Terms "Annual
14 Salary Rate" and "ASR" as Used in Article 30 of the 2021-2024 Collective Bargaining
15 Agreement and the 2022 Tentative Agreement on Economic Issues) dated November 28, 2022
16 [[Interim MOU#24](#)].
17
- 18 3. Effective January 1, 2023, and prior to cost-of-living adjustments (COLAs) to be applied on
19 that date, for any AP then employed, the annual salary (based on 1.0 FTE) will be brought to
20 the new minimum for that job family and individual contributor (IC) level as stated in the
21 appendix of this MOU.

4. Effective January 1, 2023, and prior to COLAs to be applied on that same date, for any AP then employed whose annual base salary is less than \$51,912 (based on 1.0 FTE), the employee will receive a retention increase to bring their salary up to \$51,912 (prorated to FTE).
5. Effective January 1, 2023, the salary minimums and maximums in the Appendix will be increased by 4%. This revised table of minimums and maximums will replace the table appearing in Article 30, Section 6, of the CBA.
6. Per the Parties' Tentative Agreement on economics dated October 6, 2022, and in accordance with their MOU on the Meaning of "Annual Salary Rate" and "ASR" dated November 22, 2022 [[Interim MOA#24](#)], 0.8% of the total FTE-Adjusted Annual Salary Rate of Academic Professionals as of January 1, 2023 (12-month employees) and as of February 1, 2023 (9- month employees) will be allocated by the University to be used for targeted market increases for Academic Professionals. The Parties agree to negotiate a formula for distributing this 0.8% allocation for targeted market increases. These targeted market increases will be effective July 1, 2023 (12-month employees) and September 16, 2023 (9- month employees).

This agreement shall be effective upon signature and approval by the PSU-AAUP Executive Council.

APPENDIX TO MOU RE ACADEMIC PROFESSIONAL SALARY BANDS AND SALARY ADJUSTMENTS

Job Family/Career Track and Career Level	Minimum	Maximum
ACADEMIC SERVICES		
Individual Contributor 1	\$50,004	\$74,844
Individual Contributor 2	\$53,004	\$86,244
Individual Contributor 3	\$57,828	\$101,208
Individual Contributor 4	\$65,580	\$121,260
Individual Contributor 5	\$78,708	\$145,596
ADMINISTRATIVE SUPPORT		
Technical and Admin Support 1	\$48,288	\$63,852
Technical and Admin Support 2	\$50,784	\$74,844
Individual Contributor 1	\$48,288	\$63,852
Individual Contributor 2	\$50,784	\$74,844
ADVISING AND STUDENT SERVICES		
Individual Contributor 1	\$48,288	\$63,852
Individual Contributor 2	\$50,784	\$74,844
Individual Contributor 3	\$57,000	\$86,244
Individual Contributor 4	\$61,008	\$101,208
COMMUNICATIONS / MARKETING		
Individual Contributor 1	\$48,288	\$63,852

Individual Contributor 2	\$50,784	\$74,844
Individual Contributor 3	\$57,000	\$86,244
FIELD, RESEARCH, AND OUTREACH SERVICES		
Individual Contributor 1	\$48,288	\$63,852
Individual Contributor 2	\$50,784	\$74,844
Individual Contributor 3	\$57,000	\$86,244
Individual Contributor 4	\$62,004	\$101,208
FISCAL SERVICES		
Individual Contributor 1	\$50,784	\$74,844
Individual Contributor 2	\$56,004	\$86,244
Individual Contributor 3	\$61,008	\$101,208
HEALTHCARE ADMINISTRATION		
Individual Contributor 1	\$48,288	\$63,852
Individual Contributor 2	\$50,784	\$74,844
Individual Contributor 3	\$56,004	\$86,244
Individual Contributor 6		
Psychology Resident	\$48,288	\$63,852
Clinical Social Worker	\$64,368	\$101,208
Psychologist	\$74,484	\$121,260
Dentist	\$132,660	\$211,668
Physician	\$132,660	\$211,668
LEGAL AND COMPLIANCE		
Individual Contributor 1	\$48,288	\$63,852
Individual Contributor 2	\$50,784	\$74,844
Individual Contributor 3	\$58,524	\$86,244
Attorney	\$64,368	\$101,208

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Interim MOU #27— Paid Leave Oregon Bargaining to Come
January 18, 2023 [[ORIGINAL MOU](#)]

Subject: Effects of the implementation of Paid Leave Oregon, with The Standard Corporation as Third-Party Administrator.

Agreement

- 1
- 2
- 3
- 4 1. AAUP acknowledges the University will engage The Standard as the University's
- 5 administrator of the Paid Leave Oregon program.
- 6 2. The University recognizes that it has a continuing duty to bargain the implementation of
- 7 Paid Leave Oregon under Article 44 of the Collective Bargaining Agreement.
- 8

9 The agreement shall be effective upon signature of the Parties.

10

11

12 **Interim MOU #28— Portland Streetcar Access through June 30, 2023**

13 January 28, 2023 [[ORIGINAL MOU](#)]

14

15 *Recital*

16

17 For communication purposes, and to avoid confusion for PSU-AAUP members, the Parties recognize the

18 benefit of clarifying member access to the Portland Streetcar.

19

20 *Agreement*

21

22 The Parties recognize that through June 30, 2023 (the end date for the current contract between the

23 University and the Portland Streetcar), access to the Portland Streetcar will be available to all PSU

24 employees at a 100% discounted rate (\$0) with a valid PSU ID card.

25

26 This agreement will be effective upon the signature of both parties.

27

28

29 **Interim MOA #29— Transfer of Tenure Home Approval Notice to AAUP**

30 February 27, 2023 [[ORIGINAL MOA](#)]

31

32 Subject: Notice to PSU-AAUP and Faculty Senate when Transfer of Tenure Home is approved by the

33 Provost

34

35 *Agreement*

36

37 Once a final decision has been made by the Provost, and a tenure home transfer is approved according to

38 the process in Article 29 of the PSU-AAUP/PSU Collective Bargaining Agreement, the Provost's designee

39 will notice both the Association and Faculty Senate of the faculty member's transfer of tenure home.

40

41 This MOA will be an addendum to the CBA, and the language above will be incorporated in the CBA

42 during compilation of the next contract after successor negotiations.

1 This agreement shall be effective upon signature of the parties, or upon ratification as required by the PSU-
2 AAUP bylaws.

3
4
5 **Interim MOA #30— Changes [Articles 9](#) and [10](#) Dues Deduction and Association Dues and**
6 **Voluntary Representation Fees**

7 March 24, 2023 [[ORIGINAL MOA](#)]

8
9 *Recital*

- 10 1. The Parties recognize that electronic record-keeping and processing systems can be easier, more
11 accurate, and more efficient than paper-reliant systems. Many administrative functions have over time
12 been enhanced by allowing for electronic methods of processing documents and data.
13
14 2. In order to allow PSU-AAUP to process electronic membership applications and voluntary
15 representation fee authorizations, the parties agree to the following changes to Articles 9 (Dues
16 Deduction) and 10 (Association Dues and Voluntary Representation Fees) of the 2021-2024 Collective
17 Bargaining Agreement (CBA).
18

19 *Agreement*

20
21 **1. [Article 9](#). DUES DEDUCTION**

22
23 Upon written request on a form provided by the Association, members of the Association may have regular
24 dues deducted from their paychecks in amounts and at times certified by the Treasurer of the Association.
25 Authorization to deduct dues shall remain valid until written notice is given to the University by the
26 Association to cancel the authorization. The University will, by the fifteenth (15th) of the month following
27 the deduction, send payment to the Association for the total amount so deducted accompanied by a listing
28 identifying the members and the amounts for whom the deductions are being paid. In the event that the
29 University discovers or learns of a dues deduction error, a ~~letter~~ notification will be sent to the affected
30 employee and a copy of this ~~letter~~ notification will be sent to the Association. The University may use email
31 as the method of notification.
32

33 **[Article 10](#). ASSOCIATION DUES AND VOLUNTARY REPRESENTATION FEES**

34
35 **Section 2: Implementation**

36
37 A. Employees hired prior to the execution of this agreement:

- 38
39 1. Members of PSU-AAUP prior to the execution of this agreement, will be presumed to remain
40 members in good standing of PSU-AAUP and will continue to have dues deducted as previously
41 authorized. Their member applications will remain valid for the duration of their employment within
42 the bargaining unit or until written notice is provided to the Association per the requirements of
43 Section 4 5, below.
44

- 1 2. ~~Fair Share Fee Payers prior to June 27, 2018 whose fair share fee deductions were terminated~~
2 ~~effective June 27, 2018, will be designated as non-members until or unless they submit a "Payroll~~
3 ~~Deduction Authorization/Membership Application" to either become members or to opt in as~~
4 ~~voluntary representation fee payers.~~
5

6 B. ~~Employee s hired after, or who authorize deductions after,~~ the execution of this agreement:

- 7
8 1. An employee whose position is in the AAUP bargaining unit can elect to become a PSU AAUP ~~fee-~~
9 ~~paying~~ member or a PSU-AAUP voluntary representation fee payer by completing and submitting
10 the "Payroll Deduction Authorization/PSU-AAUP Membership Application" to PSU-AAUP. ~~PSU-~~
11 ~~AAUP who~~ will then submit notification to the Office of Human Resources that will include the
12 employee's name, University email address, and University ID number ~~the application to the Office~~
13 ~~of Human Resources. This notification will be submitted in a mutually agreed-upon electronic~~
14 format. PSU-AAUP will notify the University no later than the 10th of the month for deductions to
15 take effect within the same month. can be in the form of an email. It is understood and agreed that
16 PSU-AAUP is solely responsible for receiving and verifying all dues deductions authorizations.
17
18 2. The Office of Human Resources, upon the commencement of employment, will provide each new
19 employee in the AAUP Bargaining unit with a link to the Payroll Deduction Authorization/ PSU-
20 AAUP Membership Application and the PSU-AAUP New Hire Packet, as well as links to online
21 ~~versions of these documents,~~ at the time new employees are provided with other new employee
22 enrollment information ~~forms.~~
23

24 **Section 3: General Terms**

- 25
26 B. Whenever a member dues or voluntary representation fee rate change is required, by the 10th of the
27 month preceding implementation, the amount or rate of the payroll deduction shall be provided to the
28 University in writing by the Association for implementation on the 1st of the following month.
29

30 **Section 4 5: Cancellation of Member Dues and Representation Fees**

- 31
32 A. PSU-AAUP will be responsible for receiving and verifying all member dues or voluntary representation
33 fee cancellation requests from members or fee payers and ~~providing~~ submitting timely notifications of
34 cancellations to the Office of Human Resources. Notifications will include the member's name,
35 University email address and University ID. These notifications will be submitted in a mutually agreed-
36 upon electronic format. PSU-AAUP will notify the University no later than the 10th of the month for
37 cancellations to take effect within the same month.
38
39 B. The Office of Human Resources will accept PSU-AAUP's notification the "Authorization to Discontinue
40 Member Dues or Representation Fee Deductions" form (example is Appendix B), submitted to them by
41 ~~PSU-AAUP and signed by a PSU-AAUP representative~~ as the only valid way to cancel dues or fees for
42 any PSU-AAUP member. Should the Office of Human Resources receive a request directly from a
43 member to discontinue member dues or voluntary representation fees, they will advise them that
44 Human Resources does not process these requests directly from employees, and the Office of Human
45 Resources will direct them to contact PSU-AAUP. If a cancellation

1
2 **Section 5-6: When a Member or Fee Payer moves from a Represented to an Unrepresented Position**

3
4 **Section 6 7: Conversion of voluntary representation fees to member dues**

5
6 The University will change the deduction for a voluntary representation fee payer from voluntary
7 representation fee payer to PSU-AAUP member when PSU-AAUP submits a notification to that effect ~~new~~
8 "Payroll Deduction Authorization/ PSU-AAUP Membership Application" signed by the member indicating
9 the selection of membership and member dues deduction. This notification will include the member's name,
10 University email address and University ID number, and will be submitted in a mutually agreed-upon
11 electronic format. A member can move from a voluntary representation fee payer to dues paying
12 member at any time.

13
14 **Section 7 8: Conversion of member dues to voluntary representation fees**

15
16 The University will change the deduction from member dues payer to voluntary representation fee payer for
17 a PSU-AAUP member when PSU-AAUP submits a notification to that effect. ~~new "Payroll Deduction~~
18 ~~Authorization/ PSU AAUP Membership Application"~~ indicating the selection for the agreement to pay
19 voluntary representation fees, signed by the member. This notification will include the member's name,
20 University email address, and University ID number, and will be submitted in a mutually agreed-upon
21 electronic format. A member can move from dues paying member to representation fee payer at any time. It
22 is understood and agreed that PSU-AAUP is solely responsible for receiving and verifying all authorizations
23 to change the deduction from member dues to voluntary representation fee payer.

24
25 **Section 8 9. Indemnification**

26
27 **Section 9 10: New Hire Orientation**

28
29 Changes agreed to in this MOA will be incorporated into the CBA during successor bargaining.

30
31 This agreement shall be effective upon signature and approval by PSU-AAUP members.

32
33
34 **Interim MOA #31— Targeted Marget Increases for Academic Professionals- Methodology**

35 May 2, 2023 [[ORIGINAL MOA](#)]

36
37 *Recital*

38 On December 8, 2022, the 2021-2024 Collective Bargaining Agreement (CBA) was amended to include a
39 provision allocating 0.8% of total Academic Professional (AP) salaries for targeted market increases,
40 effective on July 1, 2023 (September 16, 2023 for 9-month employees) (Article 30, Section 4.d).

41
42 *Agreement*

2. The sum for distribution as targeted market increases (TMIs), effective July 1, 2023 (September 16, 2023 for 9-month employees), will be no less than \$180,869.
3. Each AP's target annual salary rate (at 1.0 FTE) shall be based on the percentage of the midpoint between the minimum and maximum salaries for their job family and career level. Salary minimums and maximums are contained in the CBA, Article 30, Section 6. The percentage depends on the AP's years-in-job as of July 1, 2023. The current population of APs entitled to these TMIs fall as represented in the chart below:

Years-in-job	1 – 2.99	3 – 4.99	5 – 6.99	7 – 8.99	9 – 10.99	>= 11
Salary percent of midpoint	87%	93%	100%	107%	113%	120%

For employees with 1-2.99 years of service, the target annual salary rate shall be 87% of the midpoint; for employees with 3-4.99 years of service, the target annual salary rate shall be 93% of the midpoint; for employees with 5-6.99 years of service, the target annual salary rate shall be 100% of the midpoint; for employees with 7- 8.99 years of service, the target annual salary rate shall be 107% of the midpoint; for employees with 9-10.99 years of service, the target annual salary rate shall be 113% of the midpoint; for employees with 11 or more years of service, the target annual salary rate shall be 120% of the midpoint.

In no case will the target salary rate be less than the minimum or greater than the maximum for a job family and career level, as provided in the CBA.

4. The difference between an AP's annual salary rate and the target annual salary rate is the salary rate gap. The actual salary gap is the salary rate gap multiplied by the AP's FTE.
5. Because the agreed-upon distribution amount of no less than \$180,869 is less than the sum of all AP actual salary gaps, each AP's TMI shall be prorated by 12.26% for the salary increase effective July 1, 2023 (September 16, 2023 for 9-month employees). If a change in the roster of APs employed by the University on the July 1 effective date requires it, the 12.26% will be adjusted in order to allocate the determined amount in paragraph 1.
6. This methodology shall be non-precedential. The parties will determine methodologies for future Targeted Market Increases, if applicable, as necessary.
7. The University will provide the Association with a spreadsheet showing the preliminary distribution of the determined amount in paragraph 1 no later than June 9, 2023.

This MOA shall become effective upon signature by the parties and approval by the PSU-AAUP Executive Council.

Interim MOA #32— Phased Retirement Transition for Academic Professionals Time Period Extension

June 5, 2023 [[ORIGINAL MOA](#)] [Extension of [Interim MOA #8](#)]

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Recitals

The Phased Retirement Program for Academic Professionals is intended to support the retirement transition of the participating Academic Professional and needs of the unit they are working in by providing for a period of post-retirement work for the retired Academic Professional at 0.5 FTE for up to 12 months after the Academic Professional’s retirement from PSU. The program is available to all Academic Professionals employed at Portland State University (PSU) and participating in the Public Employee Retirement System (PERS) Tiers One and Two, in the Oregon Public Service Retirement Plan (OPSRP), or and in the Optional Retirement Plan (ORP).

The parties agree to an extension of the program to be implemented on the terms and conditions below which, although substantially similar to, are intended to supersede the March 18, 2022 Memorandum of Agreement: Phased Retirement Transition Program for Academic Professionals.

Agreement

1. Academic Professionals who want to participate in the Program are responsible for verifying the terms and conditions of their Oregon retirement program prior to entering into an agreement under this Phased Retirement Program.
2. Neither this agreement nor any Phased Retirement Agreement (referenced below) developed under this Program will alter the terms and conditions of any Oregon retirement plan or program (the PERS, OPSRP or ORP programs). In the event of any conflict, the provisions of the Oregon retirement plan (the PERS, OPSRP or ORP programs) documents will apply instead of any conflicting term of this MOA or of any Phased Retirement Agreement entered into through this MOA.
3. In case of conflict between this document or any Phased Retirement Agreement developed under this Program and Oregon law or regulations concerning or regulating PERS/OPSRP/ORP and federal law and regulations, the state and federal law and regulations will apply instead of any conflicting term of this MOA or of any Phased Retirement Agreement entered into through this MOA.
4. Qualifying Academic Professionals who are PERS, OPSRP, or ORP participants may enter into a Phased Retirement Agreement which will take effect on or after the Normal Retirement Age of their specific Oregon retirement plan (the PERS, OPSRP or ORP Programs). Normal Retirement Age (NRA) differs for these various Oregon retirement plans, described as follows for ease of reference:
 - a. Tier One PERS participants have an NRA of 58 years of age or older or 30 years of service.
 - b. Tier Two PERS participants have an NRA of 60 years of age or older or 30 years of service.
 - c. OPSRP participants have an NRA of 65 years of age or older or 58 years of age or older and 30 years of service.
 - d. ORP participants have an NRA of 55 years of age.

- 1 5. Participation in the Program is voluntary, not a right, and is at the discretion of the supervisor. To
2 participate in this Phased Retirement Program, the Academic Professional must notify the supervisor of
3 their interest prior to their expected retirement date. It is recommended that the employee initiate this
4 process *at least* three months prior to their expected date of retirement so that the employee and
5 supervisor have time to discuss the terms of a Phased Retirement Agreement and have that agreement
6 memorialized prior to the expected retirement date. The participating Academic Professional should
7 discuss their retirement plans and all post-retirement options with HR and with their ORP Retirement
8 or PERS representative, as applicable.
9
- 10 6. PSU reserves the right to determine whether the unit employing the retiring Academic Professional can
11 accommodate and benefit from their post-retirement employment of 0.5 FTE and determine the
12 specific work duties and employment period post-retirement. The supervisor will make these
13 determinations after discussion with and input from the retiring employee. The supervisor must respond
14 within 30 calendar days to the Academic Professional's request to participate in the program indicating if
15 PSU intends to grant the member's request. If feasible, the supervisor will then create a proposed
16 Phased Retirement Agreement for the retiring employee's consideration. The retiring employee will be
17 granted an opportunity to give feedback and engage in the dialog in the creation of the Phased
18 Retirement Agreement.
19
- 20 7. Any Phased Retirement Agreement shall contain the following terms:
21
- 22 a. The Phased Retirement Agreement will stipulate the duration of post-retirement employment with
23 specific dates of employment, hours of work, worksite, and the scope of work and duties of their 0.5
24 FTE post-retirement employment at PSU. The term (or duration) of post retirement employment
25 may be up to, but not exceed, 12 months. The hours of work may not exceed 1040 hours in a
26 calendar year.
27
 - 28 b. The Phased Retirement Agreement will identify the date of retirement of the Academic Professional
29 and the dates of the post-retirement employment period. Regardless of the date of retirement and
30 the first date of the post-retirement employment period, the post-retirement employment period for
31 the employee may not continue after 12 months from their date of retirement and in all instances
32 must end no later than December 31, 2026 (for example for an employee with a retirement date of
33 August 31 2026, the Phased Retirement Agreement can provide for only 4 months of post-
34 retirement employment).
35
 - 36 c. The Phased Retirement Agreement will state that the post-retirement employment will be on a 0.5
37 FTE basis and that at the end of the post-retirement employment period, the employee will
38 relinquish their position and their employment will end.
39
 - 40 d. The Phased Retirement Agreement will identify the salary of the Academic Professional during the
41 post-retirement employment period. The Academic Professional's salary during the post-retirement
42 employment period will be based on the employees' base salary for full-time employment paid in the
43 month immediately preceding their retirement.
44

- 1 e. The Phased Retirement Agreement will state that the Academic Professional will receive benefits
2 during their post-retirement employment period in accordance with the benefit plan they are
3 enrolled in.
4
- 5 f. The retirement date and the post-retirement employment period may not begin until the Academic
6 Professional has reached NRA, although the Phased Retirement Agreement may be entered into
7 before that date.
8
- 9 8. The Phased Retirement Agreement must be approved by the Academic Professional’s Supervisor and
10 the Vice President of Human Resources. The Phased Retirement Agreement must also be reviewed and
11 approved by the Vice Provost of Academic Personnel before it is finalized. A copy of the agreement will
12 be forwarded to the Association no later than the last Friday in June of each year of the program.
13
- 14 9. After the post-retirement employment period identified in the Academic Professional’s Phased
15 Retirement Agreement, the retired employee may work under additional agreements as permissible for
16 their specific plan and tier; however, continued employment with PSU after the post-retirement
17 employment period stated in any Phased Retirement Agreement is not a provided for by this MOA and
18 may not be agreed to under any Phased Retirement Agreement.
19
- 20 10. Academic Professionals who participate in this Phased Retirement Program will be entitled to a COLA
21 as defined by Article 30, Section 3 of the 2021-2024 collective bargaining agreement during the post-
22 retirement employment period identified in any Phased Retirement Agreement. The COLA shall be
23 commensurate with their FTE in the post- retirement period of service.
24
- 25 11. Academic Professionals who participate in the Phased Retirement Program will receive access to health
26 insurance outlined in Article 31 of the 2021-2024 CBA during the post- retirement employment period
27 that is identified in the Phased Retirement Agreement.
28
- 29 12. Academic Professionals who participate in the Phased Retirement Program will have access to their
30 prorated IPDA account commensurate with their FTE and distributions through the effective date of
31 their retirement as defined in Article 19, Section 3 of the 2021-2024 CBA.
32
- 33 13. Academic Professionals who participate in the Phased Retirement Program will have access to benefits
34 outlined in Article 15 and Article 25 of the 2021-2024 CBA upon their 0.5 FTE post-retirement
35 employment at PSU.
36
- 37 14. Academic Professionals who participate in the Phased Retirement Program will continue to accrue
38 prorated sick and vacation time commensurate with their FTE upon their 0.5 FTE post-retirement
39 employment at PSU.
40
- 41 15. Academic Professionals who participate in the Phased Retirement Program are not eligible for Academic
42 Professional Advancement during the post-retirement employment period that is identified in the
43 Phased Retirement Agreement.
44

1 16. Nothing in this MOA or in any Phased Retirement Agreement shall be understood to limit PSU’s right
2 to engage in performance management and/or discipline of a participating employee, whether pre-
3 retirement or during the post-retirement employment period.
4

5 17. This Program will be monitored by OAA to ensure compliance. Questions about program
6 implementation and compliance may be brought to the OAA.
7

8 This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and shall
9 remain in effect until June 15, 2026.
10

11
12 **Interim MOA #33— Implementation of Paid Leave Oregon**

13 June 5, 2023 [[ORIGINAL MOA](#)]
14

15 *Recital*

16 Following successor negotiations between PSU-AAUP and Portland State University in 2021 the Parties
17 agreed, in Article 44, to meet and negotiate over the implementation of HB 2005, the 2019 Oregon Paid
18 Family and Medical Leave Act.
19

20 *Agreement*

21 The Paid Leave Oregon (PLO) program administered by the Standard Insurance Company will apply to all
22 members of the AAUP bargaining unit as identified in Article 1 (Recognition) of the PSU-AAUP/PSU
23 Collective Bargaining Agreement, subject to the following:
24

- 25 1. The University engaged a Third-Party Administrator (“TPA”) to administer benefits required under
26 the Paid Leave Oregon law. The paid leave benefits provided by that plan will be equal to or greater
27 than those provided by the state-administered plan. The cost to provide the benefits will not exceed
28 that which is identified in the Paid Leave Oregon law, currently at one (1.0%) percent payroll
29 deduction. For the remainder of the current Collective Bargaining Agreement between PSU and
30 PSU-AAUP (May 5, 2021 through November 30, 2024), the University will contribute forty (40%)
31 percent and the employee will contribute sixty percent (60%). Employee contributions will not begin
32 before September 1, 2023. Eligible employees may begin accessing benefits on the same date the
33 state-administered plan begins, which is currently projected to be September 3, 2023.
34
- 35 2. The TPA will make eligibility and benefit determinations in accordance with State law and the TPA
36 plan documents. Bargaining unit members who receive Paid Leave Oregon benefits from the
37 University’s TPA, but who do not receive 100% of their average weekly wages as defined by State
38 law and TPA plan documents (“average weekly wages”), may, if the employee chooses, use
39 appropriately qualifying accrued paid leave hours (e.g. paid sick time or any other applicable paid
40 leave available to the bargaining unit members) to make up the difference between their Paid Leave
41 Oregon benefit amount and their average weekly wages as determined by State law and the TPA
42 plan documents.
 - 43 a. Bargaining unit members will retain eligibility to access the Donated Sick Leave Bank while they
44 receive Paid Leave Oregon benefits from the University’s TPA. Based on the recommendation

1 of the bilateral DSLB committee, the Donated Sick Leave Bank draw will be increased to a
2 maximum of 60 working days from the DSLB to allow a member the opportunity to receive not
3 more than 100% of their average weekly wages for the duration of a PLO/FMLA/OFLA
4 qualifying event.

5 b. Any bargaining unit member who exhausts their sick leave accruals and their DSLB allotment
6 (including additional requested Donated Sick Leave Bank leave) may borrow unearned sick leave
7 in accordance with the University Sick Leave Policy.
8

9 3. To the extent required by Paid Leave Oregon law, applicable provisions of the CBA, and State laws
10 regulating employee benefits; bargaining unit members accessing the Paid Leave Oregon program
11 who use appropriately qualifying accrued paid leave hours to make up the difference between their
12 Paid Leave Oregon benefit amount and their average weekly wages amount will continue to have
13 their non-Paid Leave Oregon leave gross wages accrue all benefits to which they are eligible (e.g.
14 accrued sick).

15 4. At least annually, and prior to the implementation of the Paid Leave Oregon program, the employer
16 will provide employees with resources related to the Paid Leave Oregon program and how it
17 interacts with other benefits offered to employees.
18

19 5. Employees in need of protected leave (i.e., FMLA, OFLA, PLO, etc.) are encouraged to reach out to
20 their University Human Resources and/or Benefits Office for guidance.
21

22 This agreement will be effective upon signature by the parties and ratification of the PSU-AAUP
23 Membership.
24
25

26 **Interim MOA #34— Retirement Transition Program for NTTF-I on CA Time Period Extension**

27 June 5, 2023 [[ORIGINAL MOA](#)] [Extension of [Interim MOA #9](#)]
28

29 *Subject:* Time-Period Extension of the Retirement Transition Program for Non-Tenure Track
30 Instructional Faculty (NTTF-I) on Continuous Appointment
31

32 *Recitals:*

33 The Retirement Transition Program supports the work and retirement transition of the NTTF-I on
34 continuous appointment in consideration of their individual needs, schedules, and course loads, as well as
35 the individualized needs of the academic unit. It provides for a redistribution of teaching assignments and
36 service obligations during the retirement transition period; this is not a reduced FTE, but a rebalancing of
37 work expectations during the transition period.
38

39 The parties agree to an extension of the program to be implemented on the terms and conditions below
40 which, although substantially similar to, are intended to supersede the March 18, 2022 Memorandum of
41 Agreement: Retirement Transition Program for Non-Tenure Track Instructional Faculty (NTTF-I) on
42 Continuous Appointment.
43

44 *Agreement*

- 1 1. This Retirement Transition Program is available to NTTF-I who hold continuous appointments. To
2 participate in the Program, an NTTF-I must sign a Retirement Transition Agreement (document can be
3 found on the OAA website), which provides a one-year transition plan through the time the faculty
4 member retires and relinquishes their continuous appointment.
5
- 6 2. The NTTF-I Retirement Transition Program supports the specific transitional needs and interests of the
7 individual faculty member who has decided to separate their employment with PSU and relinquish their
8 continuous appointment within the designated time-periods of July 1, 2024 – June 30, 2025 or July 1,
9 2025 – June 30, 2026.
10
- 11 3. To receive the benefits of this Retirement Transition Program, the NTTF-I must sign the Retirement
12 Transition Agreement no later than June 15 of the academic year prior to retiring.
13
- 14 a. NTTF-I retiring during academic year 2024-25 – the Retirement Transition Agreement is due no
15 later than June 15, 2024.
16 b. NTTF-I retiring during academic year 2025-26 – the Retirement Transition Agreement is due no
17 later than June 15, 2025.
18
- 19 4. NTTF-I may request participation in this Retirement Transition Program through their Chair (or Chair
20 equivalent) and Dean. The applicable Chair (or Chair equivalent) and Dean, along with the faculty
21 member, will create a written Retirement Transition Agreement specifying the nature and amount of
22 changes to teaching and service assignments and describing how they will address any impact these
23 changes will have on other faculty and staff. Redistribution of work duties will be at the discretion of the
24 Chair (or Chair equivalent) and Dean after discussion with the faculty member. The University (or
25 department chair for consistency) will fairly consider all requests for participation in the retirement
26 transition program. The Chair will take into account the needs of the department and college as well as
27 the number of such requests in their decision. Although PSU reserves its right to determine the specific
28 work duties of the NTTF-I during the retirement transition period, the Chair (or Chair equivalent) will
29 provide retiring NTTF-I an opportunity to give feedback and engage in a dialog about the rebalanced
30 work duties. The Retirement Transition Agreement must also be reviewed and approved by the Vice
31 Provost of Academic Personnel before it is finalized. A copy of the agreement will be forwarded to the
32 Association no later than the last Friday in June of each year of the program.
33
- 34 5. Changes in duties may include a redistribution of up to 50% of instructional work assignments to other
35 duties, which could include expanded departmental/school service opportunities, community
36 engagement, student mentoring, research, or other activities deemed appropriate by the supervisor.
37 While up to a 50% redistribution of instructional duties to other work is allowable, it may not always be
38 feasible.
39
- 40 6. As part of redistributing work duties, and recognizing that 90% of an NTTF's work is in teaching, the
41 Parties agree that new duties outside of a NTTF-I's regular work assignment may be assigned by the
42 supervisor as part of the Retirement Transition Agreement.
43

- 1 7. Redistribution of teaching and service obligations is not a reduction of FTE, but a rebalancing of work
2 expectations.
3
- 4 8. NTTF-I will be able to maintain their current office; however, it may be necessary for NTTF- I in this
5 Program to share office space with other faculty in their unit with the same rank during the retirement
6 transition period.
7
- 8 9. Post-retirement provisions are not part of this Retirement Transition Program. Post- retirement
9 provisions may be discussed separately with the department chair or dean. The participating NTTF-I
10 should discuss all post-retirement options with HR and with their ORP Retirement or PERS
11 representative, as applicable.
12
- 13 10. NTTF-I may seek emeritus status through University procedures and in accord with the OAA Academic
14 Deadlines Calendar: <https://www.pdx.edu/human-resources/emeritus-emerita-information> while
15 participating in this Program.
16
- 17 11. NTTF-I participating in this Program will have access to their full IPDA account and distributions
18 through the effective date of their retirement.
19
- 20 12. If an NTTF-I is currently on sabbatical during any of the years listed above in 3a or 3b, or has an
21 upcoming sabbatical planned during any of the years listed above in 3a or 3b, and chooses to participate
22 in this Program, they will be relieved of their obligation to return to PSU after their sabbatical ends. All
23 other duties and responsibilities under PSU's Sabbatical Leave Policy will remain the same.
24
- 25 13. This Program will be monitored by OAA to ensure compliance. Questions about program compliance
26 may be brought to the OAA.
27

28 This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and shall
29 remain in effect until June 15, 2026.
30

31 **Interim MOA #35— Article 32 Section 5- Personal/Discretionary Leave Changes**

32 June 5, 2023 [[ORIGINAL MOA](#)]
33

34 *Recital*

35 The parties wish to extend job protections to personal/discretionary leave that is taken when associated
36 with federal and state protected leave and Paid Leave Oregon.
37

38 *Agreement*

39 Article 32 Section 5 in the 2021-2024 AAUP/PSU Collective Bargaining Agreement will be replaced with
40 the following language:
41

42 **Article 32, Section 5. PERSONAL/DISCRETIONARY LEAVE**

1 Employees may request a Personal Leave for time off in excess of five continuous workdays that is
2 otherwise not covered by other University leave and/or benefit programs. Employees must apply for and
3 receive approval before utilizing Personal/Discretionary Leave.
4

5 ~~A bargaining unit member, following FMLA or OFLA, or any other type of leave provided under law or in
6 this CBA, whose leave ends in the middle of a term may seek personal/discretionary leave until the end of
7 the term, subject to department or unit approval. The University will extend job protections for members
8 using this trailing discretionary leave, and those members will have priority access to the DSLB in order to
9 have benefit continuation.~~

10
11 Should a bargaining unit member exhaust the full allotment of protected leave allowable under state and
12 federal programs, such as PLO/FMLA/OFLA, they may take personal/discretionary leave under the same
13 eligibility conditions as the initial program up to a total absence length of 24 weeks in the prior 12-month
14 period. Members will submit notification of the starting and ending date of that Personal/Discretionary
15 leave at least 7 days prior to the start of this additional protected leave. Job-protection will apply to this
16 discretionary leave in the same manner as the initial state or federal protected leave. Paid leave, such as
17 University paid sick leave and the Donated Sick Leave Bank, may be used as available and in accordance
18 with all applicable policies and programs.

19
20 The Parties agree to use the labor management committee to discuss any operational issues that arise from
21 the above change to the discretionary leave process. In addition, the Parties agree to meet one year after the
22 start date of the Paid Leave Oregon program to consider if a return to departmental/unit approval is
23 necessary.

24
25 This agreement will be effective upon signature by the parties and ratification of the PSU- AAUP
26 Membership.

27
28 This MOA will be placed as an addendum in the current CBA. The language will be replaced immediately in
29 the above Article. The next printing of the contract will include this language.

30
31 [[Article 32, Section 5](#) updated]

32
33 **Interim MOA #36— Retirement Transition for Tenured Faculty Second Time Period Extension**
34 June 5, 2023 [[ORIGINAL MOA](#)] [Extends [COVID Impact MOA #19](#) and [Interim MOA #10](#)]

35
36 *Recitals:*

37 The original Retirement Incentive Program afforded tenured faculty greater flexibility to structure their
38 work and their retirement transition in a way that best suited their individual needs, schedules, and course
39 loads, as well as the individualized needs of the academic unit. The program provided for a transition of
40 teaching and University service work during the retirement transition period; this was not a reduced FTE,
41 but a rebalancing of work expectations during the transition period.

42
43 The program was extended through June 15, 2024, with Retirement Transition Agreements due no later
44 than June 15, 2023.

1
2 The parties agree to a second extension of the program to be implemented on the terms and conditions
3 below which, although substantially similar to, are intended to supersede the March 18, 2022 Memorandum
4 of Agreement: Time Period Extension for Retirement Transition Program for Tenured Faculty.
5

6 *Agreement:*
7

- 8 1. To participate in the Program, a faculty member must sign a Retirement Transition Agreement
9 (document can be found on the OAA website), which provides a one-year transition plan through the
10 time the faculty member retires and relinquishes tenure rights.
11
- 12 2. This extension of the Retirement Transition Program will continue to support the specific transitional
13 needs and interests of the individual faculty member who has decided to separate their employment with
14 PSU and relinquish their tenure within the designated time- periods of July 1, 2024 – June 30, 2025 or
15 July 1, 2025 – June 30, 2026.
16
- 17 3. To receive the benefits of this Retirement Transition Program, the faculty member must sign the
18 Retirement Transition Agreement no later than June 15th of the academic year prior to retiring.
19 Specifically:
20
 - 21 a. Faculty retiring during academic year 2024-25 – the Retirement Transition Agreement is due no later
22 than June 15, 2024.
23
 - 24 b. Faculty retiring during academic year 2025-26 – the Retirement Transition Agreement is due no later
25 than June 15, 2025.
26
- 27 4. Faculty members participating in this Program may request redistribution of up to 50% of their teaching
28 and service obligations in their final three terms at PSU, and continue to receive their full salaries and
29 benefits.
30
- 31 5. Redistribution of teaching and service obligations is not a reduction of FTE, but a rebalancing of work
32 expectations.
33
- 34 6. The applicable Chair (or Chair equivalent) and Dean, along with the faculty member, will create a
35 written Retirement Transition Agreement specifying the nature and amount of changes to teaching and
36 service assignments and describing how they will address any impact these changes will have on other
37 faculty and staff. This agreement must be reviewed and approved by the Vice Provost of Academic
38 Personnel before it is finalized. A copy of the agreement will be forwarded to the Association no later
39 than the last Friday in June of each year of the Program.
40
- 41 7. Participating faculty are encouraged to use this time to transition research projects and/or graduate
42 supervision responsibilities.
43
- 44 8. Post-retirement provisions are not part of this Retirement Transition Program.

- 1
2 9. Post-retirement provisions may be discussed separately with the department chair or dean. The
3 participating faculty member should discuss all post-retirement options with HR and with their ORP
4 Retirement or PERS representative, as applicable.
5
6 10. Faculty members may seek emeritus status through University procedures and in accordance with the
7 OAA Academic Deadlines Calendar: [https://www.pdx.edu/human-
8 resources/emeritus-emerita-
9 information](https://www.pdx.edu/human-resources/emeritus-emerita-information) while participating in this Program.
10
11 11. Tenured faculty participating in this Program will have access to their full IPDA account and
12 distributions through the effective date of their retirement.
13
14 12. If a faculty member is on sabbatical during any of the years listed above in 3a or b, or has an upcoming
15 sabbatical planned during any of the years listed above in 3a or b, and chooses to participate in this
16 Program, they will be relieved of their obligation to return to PSU after their sabbatical ends. All other
17 duties and responsibilities under PSU's Sabbatical Leave Policy will remain the same.
18
19 13. This Program will be monitored by OAA to ensure compliance. Questions about Program
20 implementation and compliance may be brought to the OAA.

21 This agreement shall be effective upon signature and ratification of the PSU-AAUP hall remain in effect
22 until June 15, 2026.
23

24 **Interim MOA #37— Care.com**
25 June 15, 2023 [[ORIGINAL MOA](#)]
26

27 *Recital*

28 Following economic reopener negotiations between PSU-AAUP and Portland State University in 2022 the
29 Parties agreed, in *Article 33, Section 4 - Caregiving Navigation Resources*, to provide bargaining unit members
30 access to an online caregiver- navigation service for FY 2022-23 and 2023-24.
31

32 Care.com is a subscription-based service that provides individuals access to caregiver and support service
33 networks to address family care needs.
34

35 Given that the services were not contracted in time to provide access for the 2022-23 academic year, this
36 MOA memorializes that the Parties have agreed to an alternate two-year period to provide access to AAUP
37 members.
38

39 *Agreement*

40 This memorandum of agreement is entered into by and between Portland State University (University) and
41 Portland State University Chapter, American Association of University Professors (AAUP).
42

43 The University will offer AAUP members access to [care.com](#) at no direct cost for a period of 2 years from
44 the start of the University's agreement with care.com (target start date of August 1, 2023). The University

1 reserves the sole and exclusive right to stop offering care.com upon the completion of this initial 2-year
2 contract period.

3
4
5 **Interim MOU #38— Appendix H for NTTF Continuous Appointments Addition of Service Credit
6 Language**

7 September 21, 2023 [[ORIGINAL MOU](#)]

8
9 *Agreement*

10 The parties agree to replace Appendix H - **AAUP Non-Tenure Track Faculty Continuous Appointment**
11 **– Notice of Appointment** in the PSU/PSU-AAUP Collective Bargaining Agreement with the template
12 attached. This new template adds language to indicate any service credit awarded for time served in a
13 fixed-term appointment in accordance with Article 18, section 3(a). The template will become the new
14 Appendix H during the current CBA correction process.

15
16 This MOU and attachment will be an addendum to the 2020-2024 PSU/PSU-AAUP Collective Bargaining
17 Agreement.

18
19 [Date]

20 Position Number: [Individual Position Number]

21 Index Code:

22 **AAUP-Non-Tenure Track Faculty Continuous Appointment**
23 **Notice of Appointment**

24 [Name]

25 [Street Address]

26 [City, State, Zip]

27
28 Dear [Name]:

29
30 I am pleased to offer you the following position at Portland State University. This position is important to
31 our organization and we look forward to having you join our team. Here are the details of your
32 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?	

[When offering service credit for time served in a fixed term, please add the following line to the NOA: You have been awarded [X#] of years of service credit in accordance with Article 18, section 3(a) for time served in an AAUP-represented fixed-term instructional appointment.]

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 <https://www.pdx.edu/human-resources/>. 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 18, 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

1 Copy to Department and Employee Original to HR
2
3

4 **Interim MOU #39— 2024 Cost of Living Adjustments (COLA)**

5 October 30, 2024 [[ORIGINAL MOU](#)]
6

7 *Recital*
8

9 The Collective Bargaining Agreement, in Article 30, Section 3(f), provides that 2024 cost-of-living
10 adjustments shall be indexed to the 12-month increase in the Consumer Price Index, West Region for All
11 Urban Consumers (CPI-U West) as published in October, not to exceed 3.5%.
12

13 *Agreement*
14

- 15 1. On October 12, 2023, the U.S. Bureau of Labor Statistics published the 12-month increase in the CPI-U
16 West for September: 3.9%.
17
- 18 2. Bargaining unit members employed on January 1, 2024, on a 12-month basis, and those employed on
19 February 1, 2024, on a 9-month basis, shall, on their respective days, receive increases to their base pay
20 equal to 3.5%.
21
- 22 3. Article 30, Section 5(a), paragraph 2, states that on January 1, 2024, the minimum salaries for faculty
23 rank will increase by an amount specified in Section 3(f). These new minimums are shown in Appendix
24 A of this MOU.
25
- 26 4. Article 30, Section 6(c) states that on January 1, 2024, the minimum and maximum salary rates for
27 Academic Professionals will increase by an amount specified in Section 3(f). These new minimums and
28 maximums are shown in Appendix B of this MOU.
29

30 This Memorandum of Understanding shall be effective upon signature of the Parties.
31

32 APPENDIX A
33

Rank	9-month appt. February 1, 2024	12-month appt. January 1, 2024
Professor	\$102,645	\$124,116
Associate Professor	\$84,312	\$101,880
Assistant Professor	\$71,163	\$86,016
Teaching Professor	\$102,645	\$124,116
Associate Teaching Professor	\$84,312	\$101,880
Assistant Teaching Professor	\$71,163	\$86,016
Professor of Practice	\$102,645	\$124,116

Clinical Professor	\$102,645	\$124,116
Research Professor	\$102,645	\$124,116
Associate Professor of Practice	\$84,312	\$101,880
Associate Clinical Professor	\$84,312	\$101,880
Research Associate Professor	\$84,312	\$101,880
Assistant Professor of Practice	\$71,163	\$86,016
Assistant Clinical Professor	\$71,163	\$86,016
Research Assistant Professor	\$71,163	\$86,016
Senior Instructor II	\$69,822	\$84,384
Senior Instructor I	\$59,310	\$72,072
Instructor	\$52,029	\$63,480
Senior Research Associate II	\$64,449	\$78,000
Senior Research Associate I	\$59,517	\$72,312
Research Associate	\$56,988	\$69,384
Senior Research Assistant II	\$55,566	\$67,800
Senior Research Assistant I	\$52,920	\$64,608
Research Assistant	\$52,029	\$63,480

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APPENDIX B

Job Family / Career Track and Career Level	Minimum	Maximum
Academic Services		
Individual Contributor 1	\$53,832	\$80,580
Individual Contributor 2	\$57,060	\$92,844
Individual Contributor 3	\$62,256	\$108,960
Individual Contributor 4	\$70,596	\$130,536
Individual Contributor 5	\$84,732	\$156,732
Administrative Support		
Technical and Admin Support 1	\$51,984	\$68,736
Technical and Admin Support 2	\$54,684	\$80,580
Individual Contributor 1	\$51,984	\$68,736
Individual Contributor 2	\$54,684	\$80,580
Advising and Student Services		
Individual Contributor 1	\$51,984	\$68,736
Individual Contributor 2	\$54,684	\$80,580
Individual Contributor 3	\$61,356	\$92,844
Individual Contributor 4	\$65,688	\$108,960

Communications / Marketing

Individual Contributor 1	\$51,984	\$68,736
Individual Contributor 2	\$54,684	\$80,580
Individual Contributor 3	\$61,356	\$92,844

Field, Research, and Outreach Services

Individual Contributor 1	\$51,984	\$68,736
Individual Contributor 2	\$54,684	\$80,580
Individual Contributor 3	\$61,356	\$92,844
Individual Contributor 4	\$66,756	\$108,960

Fiscal Services

Individual Contributor 1	\$54,684	\$80,580
Individual Contributor 2	\$60,288	\$92,844
Individual Contributor 3	\$65,688	\$108,960

Healthcare Administration

Individual Contributor 1	\$51,984	\$68,736
Individual Contributor 2	\$54,684	\$80,580
Individual Contributor 3	\$60,288	\$92,844
Individual Contributor 6		
Psychology Resident	\$51,984	\$68,736
Clinical Social Worker	\$69,300	\$108,960
Psychologist	\$80,184	\$130,536
Dentist	\$142,812	\$227,856
Physician	\$142,812	\$227,856

Legal and Compliance

Individual Contributor 1	\$51,984	\$68,736
Individual Contributor 2	\$54,684	\$80,580
Individual Contributor 3	\$63,012	\$92,844
Attorney	\$69,300	\$108,960

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Interim MOU #40— Portland Streetcar Extension of No-Cost Access through June 30, 2024
December 18, 2023 [[ORIGINAL MOU](#)]

Recital

As per Article 25, Section 4 (a), the University will provide access to the Portland Streetcar to AAUP bargaining unit members at the discounted rate provided to the University for PSU employees.

1 *Agreement*

2 PSU employees will receive a 100% discounted rate (\$0) with a valid PSU ID card through June 30, 2024.

3
4 This Memorandum of Understanding shall be effective upon signature of the Parties, and will be included as
5 an addendum in the current CBA.

6
7
8 **Interim MOA #41— IELP Elimination- Departmental Elimination**

9 March 18, 2024 [[ORIGINAL MOA](#)]

10
11 *Recital*

12
13 On February 11, 2024, Interim Provost and Vice President for Academic Affairs Shelly Chaban informed
14 the Association and Faculty Senate leadership of her decision to recommend to President Ann Cudd the
15 elimination of the Intensive English Language Program (IELP) and to lay off the remaining faculty
16 positions in the program no sooner than July 1, 2024. The University stated its commitment to shared
17 governance and compliance with the provisions of the parties' collective bargaining agreement. Further, the
18 University stated that it was interested in exploring a negotiated path to departmental elimination and lay
19 off. The Association agreed to discuss this request with their impacted members and subsequently informed
20 the University that the Association would be willing to enter into negotiation with the University.

21
22 *Agreement*

23
24 1. The Association and the University (the parties) agree as follows:

- 25
26 a. The challenges in IELP leading to previous faculty reductions in IELP and this current
27 departmental elimination have been unique. This agreement shall be non-precedential and
28 shall not be used as a reference for any future departmental reductions and/or
29 eliminations by the University.
- 30
31 b. This agreement does not alter any shared governance role or authority of the Faculty
32 Senate as provided in the Faculty Constitution, Faculty Senate Bylaws, or PSU Standards.
- 33
34 c. The parties have fully considered all matters associated with eliminating IELP and laying
35 off its IELP faculty members, and through this agreement, the parties agree the matter has
36 been bargained to completion.

37
38 2. The Association concedes, and the parties agree, as follows:

- 39
40 a. The University shall not be required to follow the requirements of Article 18, Article 22
41 Sections 2, 3 and 4, and Article 23 of the parties' CBA in order to effectuate the layoffs of

1 IELP faculty members. Instead, the process for laying off the remaining twelve (12) IELP
2 faculty members will be replaced by this MOA.

3
4 b. The provisions of Article 22, Section 5 will apply to all bargaining unit members who are
5 laid off by the MOA.

6
7 c. The Association agrees that it will not file contractual grievances, unfair practice charges,
8 tort claims, or lawsuits against the University regarding any aspect of the departmental
9 elimination of IELP and/or the layoff of IELP faculty members. Nothing in this
10 paragraph, however, shall be construed or interpreted to prevent either party from taking
11 action to enforce the express terms of this MOA, or any other unrelated matter that is
12 covered by the parties' collective bargaining agreement.

13
14 3. The University concedes, and the parties agree, as follows:

15
16 a. The University will send a copy of the proposal to *Eliminate an Academic Unit* to AAUP at
17 the same time it is submitted to the Faculty Senate. The University agrees to consider
18 AAUP's written response to the plan described in the Faculty Senate proposal to manage
19 the operational and academic impacts of eliminating the unit. The response will be due
20 within 30 calendar days of receiving the proposal.

21
22 b. The University shall issue layoff notices to IELP faculty members subject to layoff pursuant
23 to Article 22 Section 5 no later than April 15, 2024, for layoff dates that will be effective
24 September 15, 2024.

25
26 c. IELP faculty members who remain employed at the University on June 15, 2024, will retain
27 their benefits pursuant to Article 31 of the AAUP CBA through September 30, 2024.

28
29 d. The University agrees to pay IELP faculty members subject to layoff under this MOA who
30 remain employed at the University in their IELP position on June 15, 2024, a one-time,
31 taxable lump sum payment of \$25,500 on June 15, 2024.

32
33 e. Any IELP faculty member subject to layoff under this MOA who was eligible for and
34 submitted a portfolio for promotion review in AY 23-24 shall have those reviews proceed
35 without respect to the layoff notice and this MOA process. If the IELP faculty member
36 achieves promotion, they shall be placed in the rank awarded on the recall list that will be
37 created through this MOA process.

38
39 f. The University agrees to extend the fifty-percent (50%) employee discount for IELP faculty
40 members subject to layoff in order for the laid-off employee to access the courses and
41 programs of PSU's Center for Executive and Professional Education (CEPE). This
42 extension will be offered to IELP faculty laid off pursuant to this MOA, applicable for
43 courses commencing no later than one year from the effective date of layoff (September 15,
44 2024).

- 1
- 2 g. IELP faculty subject to layoff, who provide a letter to the Dean, with a copy to HR, stating
- 3 they will retire on or before the end of the IELP recall deadline, will be permitted to apply
- 4 for promotion to emeritus rank in Spring 2024. To apply, the faculty member should
- 5 submit their materials to the unit's Promotion and Tenure Committee by April 15, 2024.
- 6 The unit will expedite the review and forward the dossier to OAA by May 1, 2024. If the
- 7 application is successful, the rank will be effective July 1, 2027 unless the member
- 8 withdraws from the recall list with written notification to the University, at which time the
- 9 rank will become effective. Members who apply for promotion are eligible for the lump-
- 10 sum payment in 3(d).
- 11
- 12 h. IELP faculty members subject to layoff pursuant to this MOA will have the opportunity to
- 13 apply for any internally-posted Academic Professional positions during the 10-day internal
- 14 posting. When applying, the faculty member should notify the hiring manager of their
- 15 status and reference this MOA.

16 Any IELP faculty member subject to layoff pursuant to this MOA who are offered and

17 accept an Academic Professional position, will remain on the recall list established under

18 this MOA. However, any time a faculty member spends in an Academic Professional

19 position will not be counted toward promotion in an NTTF position should they return to

20 an NTTF position at the University.

- 21 i. Any teach-out plan adopted by administration for IELP students will be staffed by IELP
- 22 faculty on the recall list under the terms of Article 22 Section 5.

- 23
- 24 4. Should the Association determine that ratification of this agreement by the AAUP membership is
- 25 required, the Association agrees to engage in the ratification process immediately to close the
- 26 ratification vote no later than March 22, 2024. The University reserves the right to void this MOA
- 27 if AAUP does not communicate that the MOA was ratified by the AAUP membership before
- 28 11:00pm on March 22, 2024.
- 29

30 This agreement shall be effective upon the signature of the parties and ratification of the

31 AAUP membership, if required. The MOA will be placed in the current CBA as an Interim MOA

32 Addendum.

33

34 **Interim MOU #42— Incorporate Article 9 & 10 Interim MOA, and Article 30 Tentative Agreement**

35 **into 2021-2024 CBA**

36 August 27, 2024 [[ORIGINAL MOU](#)]

37

38 Recitals:

39

40 On November 28, 2022 the parties executed a Tentative Agreement (TA) during economic reopener

41 negotiations with the subject “Reopener Updates to Article 30 of the 2021-2024 Collective Bargaining

1 Agreement.” This agreement explained as contract language Sections 1 and 2 of the Tentative Agreement
2 signed on October 6, 2022 during reopener negotiations with the subject “Resolution of Economic Issues re
3 Automatic Reopener 2022.”
4

5 On March 24, 2023 the parties executed an MOA with the subject “Changes to Article 9 (Dues Deduction)
6 and Article 10 (Association Dues and Voluntary Representation Fees).” The parties agreed to incorporate
7 those revisions during successor negotiations.
8

9 Agreement:

10
11 The parties wish to incorporate the above agreements in the 2021-2024 Collective Bargaining Agreement.
12 Both MOAs will be incorporated into the body of the Collective Bargaining Agreement as indicated in the
13 MOAs.
14

15 The October 6, 2022 Reopener TA shall be included in the CBA as Interim MOA #16 to document all
16 agreements in that TA. The November 28, 2022 MOA will be added to the CBA as an [Reopener TA]
17 Interim MOA after the other MOAs executed on November 28, 2022. The Interim MOAs that follow the
18 November 28, 2022, MOAs will be renumbered accordingly.
19

20 The updated Collective Bargaining Agreement with these changes, and the modifications to the CBA that
21 follow that the Association provided to the University in a mark-up of the CBA with the filename
22 “AAUP CBA 2021-2024 v9 CORRECTIONS FINAL 2024Apr05 (Editable
23 Version).PSU_last_update.AAUP_changes.docx” and summarized in the document titled “SUMMARY
24 of AAUP CORRECTIONS to CBA V9 (4/5/24)” with the filename “CBA V9 PSU draft. AAUP punch
25 list.docx,” will become AAUP 2021-2024 CBA v10:

- 26 1. TOC, p. 4, lines 12-30. Removed subsections from Article 32.
- 27 2. Article 9, p. 17, lines 36-38. Changes per Interim MOA #29.
- 28 3. Article 10, p. 18, lines 32-48; p. 19, lines 3-5; p. 20, lines 5-9, 11-14, 44-48; p. 21, lines 5-11. Changes
29 per Interim MOA #29.
- 30 4. Article 18, p. 41, line 29; p. 44, line 25; p. 46, line11; p. 47, lines 43-46; p. 50, lines 3, 23, 37; p. 53,
31 lines 32, 39. Changes per MOA signed 5/31/23 (pp. 247-267)
- 32 5. Article 19, p. 57, lines 4, 23, 32. Fix paragraph mis lettering. Not in punch list.
- 33 6. Article 30, p. 85, lines 38, 42-49; p. 86, lines 1-2, 4, 8; p. 88, lines 2-47; p. 89, lines 1-10; p. 90, lines 1-
34 10, 12, 16 (cont. on p. 91); p. 91, lines 2, 6, 13-17; p. 92, lines 1-18 (cont. on pp. 93-94); p. 94, lines 2,
35 7; p. 95, lines 1-12, 18. Changes per Reopener Updates to Article 30 signed 11/28/22.

36 This MOU will be included in the 2021-2024 Collective Bargaining Agreement as an Interim MOU.

37
38 The agreement shall be effective upon signature of the parties.
39
40

41 **Interim MOA #43 - 2024-25 Retirement Incentive Option (RIO) Program**

42 October 15, 2024 [[Original MOA](#)]

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Recital:

Portland State University (“the University”) and the American Association of University Professors (“the Association or AAUP”), hereinafter referred to as “the parties,” agree to provide a retirement incentive program for the 2024-25 fiscal year. The Retirement Incentive Option (RIO) is a component of the University’s Financial Sustainability Plan.

Agreement:

1. Those AAUP bargaining unit members who meet all of the following criteria shall be eligible to participate:

- a) The employee must be an AAUP-represented faculty and be either a tenured faculty member or a non-tenure track faculty member with continuous appointment.
- b) The employee must be either:
 - i. at least age 55 as of June 30, 2025, and have at least five years of PERS/ORP retirement credit or be fully vested in PERS or ORP as of June 30, 2025,
 - or
 - ii. have at least 30 years of retirement credit with the Oregon Public Employee Retirement System (may include non-PSU service).
- c) The employee cannot be currently employed in a post-retirement position. This includes having retired from PERS/ORP from a different PERS/ORP employer.
- d) The employee must continue employment until at least the end of Winter 2025 (March 31, 2025) and must discontinue employment no later than June 15, 2025 (9-month appointment) or until June 30, 2025 (12-month appointment).
- e) The employee must officially retire with PERS/ORP using an effective date on or before July 1, 2025.
- f) If the employee holds indefinite tenure, they must relinquish tenure effective on or before June 15, 2025 (if they are on a 9-month appointment) or effective on or before June 30, 2025 (if they are on a 12-month appointment).
- g) "Retire" and similar terms mean "separation from service" as defined and interpreted in Treas. Reg. § 1.409A-1(h) or in subsequent regulations or other guidance issued by the

1 Internal Revenue Service.

2 2. Following ratification and announcement of the RIO program by the University, eligible
3 members will have a minimum of 45 days to make the election to opt-in. The election window will be
4 open until at least December 18, 2024.

5
6 a) A member who opts in will have seven (7) days after the election to revoke their decision.

7 3. The retiring employee shall receive a one-time cash incentive payment.

8
9 a) The payment shall be calculated as 1.5% of the average 3-year salary (defined below), multiplied
10 by years of qualifying service with the University (defined below).

11 b) The minimum payment is \$15,000 and the maximum payment is \$48,000.

12
13 c) The payment date will be on or before August 31, 2025.

14
15 d) “Average 3-year salary”: For purposes of this calculation: (1) the “average 3-year salary” means the
16 average of an employee’s gross income from the University, as reported on the employee’s W-2
17 form, for the previous three full calendar years, not taking into account any calendar year in
18 which the employee was on an approved sabbatical or other unpaid or reduced-pay leave.

19 e) “Years of qualifying service” means the number of years of University employment that qualify
20 for retirement credit from PERS or ORP.

21
22 4. Additional Requirements and Details

23 a) AAUP members with a currently approved Retirement Transition Program election can opt
24 into this program if they meet all other eligibility requirements.

25 b) AAUP members electing to retire through this RIO may seek emeritus status through
26 University procedures. OAA agrees to extend the deadlines for submitting their
27 dossier/packet/ promotional materials.

28 c) AAUP members who opt into the RIO and are on sabbatical this year will be relieved from
29 their obligation to return.

30 d) The one-time cash payment will not be considered compensation for purposes of PERS/ORP.

31 e) This payment is subject to all applicable state, federal, and local employment taxes and
32 withholding.

- 1 f) The cash payment provided under this option is intended to be exempt from the requirements of
2 Section 409A of the Internal Revenue Code. This payment is a "short-term deferral" within the
3 meaning of Treas. Reg. § 1.409A-1(b)(4). All provisions of this RIO shall be interpreted in a
4 manner consistent with preserving this exemption.
- 5 g) The University reserves the right to determine which positions vacated by retirement
6 shall be filled or not filled.
- 7 h) Participating employees shall submit all required application materials and a letter of
8 resignation to their Department Chair and Human Resources on or before the established
9 program deadline.
- 10 i) Resignations of participants are irrevocable and may not be rescinded except as provided in 2 (a)
11 above, or by written mutual agreement of both parties.
- 12 5. Should the Association determine that ratification of this agreement by the AAUP membership is
13 required, the Association agrees to engage in the ratification process immediately to close the
14 ratification vote no later than October 28, 2024.
- 15 6. This agreement shall be effective upon the signature of the parties, approval by the AAUP
16 Executive Council, and ratification by the AAUP membership, if required. AAUP shall advise within
17 five (5) days of execution that ratification is required. The MOA will be placed in the current CBA as
18 an Interim MOA addendum. The current CBA shall be updated with the revision and promulgated
19 within 10 working days of its execution, or within ten (10) working days of ratification.

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END DOCUMENT