

Collective Bargaining Agreement

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

and

**Portland State University
Portland, Oregon**

For the Period
April 23, 2025 through November 30, 2028

Version History:

V1: AAUP housekeeping 1, post-ratification (remove expired MOAs, incorporate tentative agreements, formatting)

V2: AAUP housekeeping 2, post-ratification (final review working document prior to publication)

NOTE 11 August 2025: V2 Posted on AAUP website pending final review by PSU Office of Academic Affairs

Intentionally Left Blank

Table of Contents

PREAMBLE.....	1
ARTICLE 1. RECOGNITION	2
ARTICLE 2. DEFINITIONS.....	3
ARTICLE 3. RIGHTS OF THE ASSOCIATION AS AGENT	5
ARTICLE 4. RESPONSIBILITIES OF THE MEMBERS	6
ARTICLE 5. RESERVED RIGHTS OF THE UNIVERSITY	7
ARTICLE 6. EXCHANGE OF INFORMATION	8
ARTICLE 7. CONSULTATION.....	13
ARTICLE 8. PAST PRACTICES.....	14
ARTICLE 9. DUES DEDUCTION	15
ARTICLE 10. ASSOCIATION DUES AND VOLUNTARY REPRESENTATION FEES.....	16
ARTICLE 11. RELEASED TIME.....	21
ARTICLE 12. ACADEMIC FREEDOM AND GOVERNANCE	23
ARTICLE 13. NONDISCRIMINATION	25
ARTICLE 14. PROMOTION AND TENURE	26
ARTICLE 15. UNIVERSITY PRIVILEGES.....	28
ARTICLE 16. POST-TENURE REVIEW.....	30
ARTICLE 17. ACADEMIC PROFESSIONAL FACULTY	32
ARTICLE 18. NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY	47
ARTICLE 19. PROFESSIONAL DEVELOPMENT AND SUPPORT.....	66
ARTICLE 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION	74
ARTICLE 21. STRIKES AND LOCKOUTS	75
ARTICLE 22. RETRENCHMENT	76
ARTICLE 23. RETRENCHMENT HEARINGS	81
ARTICLE 24. WORKING CONDITIONS	82
ARTICLE 25. PARKING AND TRANSPORTATION	90
ARTICLE 26. UNIVERSITY CLOSURES	92
ARTICLE 27. IMPOSITION OF PROGRESSIVE SANCTIONS.....	93
ARTICLE 28. RESOLUTION OF DISPUTES	100
ARTICLE 29. PROCEDURE FOR TRANSFER OF TENURE HOME	107
ARTICLE 30. SALARY AND RETIREMENT.....	109

ARTICLE 31. INSURANCE	117
ARTICLE 32. LEAVES	118
ARTICLE 33. CAREGIVER RECOGNITION AND SUPPORT	135
ARTICLE 34. MEMBER NOTIFICATION	138
ARTICLE 35. PERSONNEL FILES.....	139
ARTICLE 36. OUTSIDE EMPLOYMENT	141
ARTICLE 37. HUMAN RESOURCES INFORMATION SYSTEM IMPLEMENTATION	142
ARTICLE 38. UNUSED	143
ARTICLE 39. POSTDOCTORAL SCHOLAR PROGRAM	144
ARTICLE 40. NOTICES AND COMMUNICATIONS.....	146
ARTICLE 41. INDEMNIFICATION	147
ARTICLE 42. SEPARABILITY	148
ARTICLE 43. TOTALITY OF AGREEMENT	149
ARTICLE 44. UNUSED	150
ARTICLE 45. NEGOTIATION OF SUCCESSOR AGREEMENT	151
ARTICLE 46. TERM OF AGREEMENT.....	152
SIGNATURE PAGE.....	153
APPENDIX A: PAYROLL DEDUCTION/MEMBERSHIP APPLICATION	154
APPENDIX B: CONTRACTUAL GRIEVANCE.....	155
APPENDIX C: GRIEVANCE—REQUEST FOR REVIEW	156
APPENDIX D: NOTICE OF INTENT TO ARBITRATE.....	157
APPENDIX E(1): FIXED-TERM INSTRUCTIONAL LETTER.....	158
APPENDIX E(2): NON-TENURE TRACK FACULTY POSITION DESCRIPTION	159
APPENDIX F: AVAILABLE FACULTY AWARDS, REWARDS, AND LEAVES	160
APPENDIX G: FIXED-TERM RESEARCH OR INSTRUCTIONAL FACULTY LETTER.....	161
APPENDIX H: NON-TENURE TRACK FACULTY LETTER	162
APPENDIX I: ACADEMIC PROFESSIONAL LETTER	163
MOA ATTACHED TO 2025-2028 CBA: NOTICE UNDER ARTICLE 22, RETRENCHMENT, SECTION 2(B)	164

**2025-2028 Collective Bargaining Agreement with
PSU Chapter of the American Association of University Professors
and Portland State University, Portland, Oregon**

PREAMBLE

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

I. RECOGNITION AND RIGHTS—Articles 1 - 8

Article 1. RECOGNITION

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

Article 2. DEFINITIONS

As used in this Agreement, except where the context plainly requires a different meaning or where a different meaning is stated:

1. "Association" means the Portland State University Chapter of the American Association of University Professors (the Association).
2. "University" means Portland State University as the public employer. For purposes of this Agreement "University" is a legal term and is not used (except occasionally) in the inclusive sense in which it refers to faculty, students, administration, programs, buildings, and campus.
3. "Member" means a public employee who is included in the bargaining unit.
4. "Unit" or "bargaining unit" means the employees, collectively, certified for purposes of collective bargaining by the [Oregon Employment Relations Board, March 8, 1978 \(Case C-381\)](#), and as modified in Article 1 (RECOGNITION).
5. "Agreement" means all of the definitions, provisions, and terms set forth in this Agreement consisting of 46 articles, excluding titles of articles, headings, and preamble, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement. The Letters of Agreement are noncontractual understandings between the University and the Association.
6. "Days" or "calendar days" means calendar days. "Working Day" means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session days will not be counted as working days for those members not employed during the Summer Session.
7. "Departments" includes departments, programs, and other similar administrative units.
8. "Dean" means the dean of a school or college or an equivalent position and includes any person designated by a dean to act on his or her behalf for a particular purpose under this Agreement.
9. "Department Chair" means the person with supervisory responsibility of a University unit. Such persons have titles that include department chair, director, or associate dean, depending on the structure of any particular school, college or other unit.
10. "Meet," "confer," "consult" mean listen, communicate, enter into dialogue.

11. Pronouns of masculine, feminine, or neuter gender imply each other.
12. The singular includes the plural.
13. "ERB" means the Employment Relations Board of the State of Oregon.
14. "Designee" means a member of the University administration who is designated by the President of the University. The President shall notify the Association of his/her designee at the beginning of this Agreement and if the designee is changed during the duration of the Agreement.

Article 3. RIGHTS OF THE ASSOCIATION AS AGENT

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

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

Section 3. The University shall provide, for the exclusive use of the Association, one (1) bulletin board of suitable size, in a mutually agreed-to central location.

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

Section 5. The University agrees to post the Agreement on the Human Resources website within fifteen (15) working days after the Agreement is signed and to e-mail notification and the website link to the Association and to each member then and thereafter employed. The University also agrees to provide the Association, without charge, 50 copies of the agreement within sixty (60) days. The University will provide the Association an additional 50 copies of the agreement upon request. The Association may purchase additional copies from the University if they are available.

Section 6. CUPA-HR On Demand Subscription Service

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

Article 4. RESPONSIBILITIES OF THE MEMBERS

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

Article 5. RESERVED RIGHTS OF THE UNIVERSITY

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

Article 6. EXCHANGE OF INFORMATION

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

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

Section 2

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

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

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

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

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

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

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

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

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

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

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

- a. List of all members whose member dues or voluntary representation fees were cancelled during the annual cancellation period to the Association within 15 days of the closure of the cancellation period. The University shall confirm cancellation of member dues or representation fees for each cancellation done outside the window period.
[\[Article 10, Section 5 \(C\)\]](#)
- b. Should a PSU-AAUP member or voluntary service fee payer move to a new position that is not represented by PSU-AAUP, the University shall notify AAUP that they have moved

into a new position that is not represented by PSU-AAUP. [[Article 10, Section 6 \(A\)](#) and [Article 10, Section 6 \(b\)](#)]

- c. Notice to the Association of the scheduling of a new hire orientation at least five (5) working days in advance of the orientation, and the list of attendees no later than two (2) working days prior to the orientation. [[Article 10, Section 10 para 2](#)]
- d. Decision of Associate Vice President HR for Appeal of an Academic Professional Position Review [[Article 17, Section 4 \(e\) First Level of Appeal para 2](#)]
- e. Decision of Provost or relevant Vice President for Appeal of an Academic Professional Position Review [[Article 17, Section 4 \(e\) Second Level of review](#)]
- f. Annual report of information concerning advancement, appeals, and requests for position review and professional development plans for Academic Professionals from Association Vice President Human Resources [[Article 17, Section 7 \(b\)](#)]
- g. Notification (and opportunity to provide input) if substantial changes are contemplated for the evaluation guidelines for academic professionals [[Article 17, Section 8 \(e\)](#)]
- h. Notification (and invitation to participate) in academic professional workload ad hoc committee [[Article 17 Section 10 \(b\)](#)]
- i. Department change in curricular or programmatic needs to justify layoff of NTTF on continuous appointment [[Article 18 Section 2 \(e\)\(4\)\(i\)](#)]
- j. Notice of reversal of layoff and recall of NTTF [[Article 18, Section 2 \(e\)\(4\)\(v\)\(c\)](#)]
- k. Notice to extend NTTF fixed term appointment beyond 3 years [[Article 18, Section 3](#)]
- l. Decision to appoint a NTTF with a fixed term contract to a NTTF position eligible for Continuous Appointment [[Article 18, Section 3](#)]
- m. Report on the IPDA that went unused and were reverted to the College, School or other unit and the use of such funds [[Article 19 Section 3 \(h\)](#)]
- n. The Unspent Faculty Development Funds unspent in the previous year by Sep 15 of each year [[Article 19 Section 5 \(a\)](#)]
- o. Declaration that a condition of financial exigency exists, or that a condition requiring departmental reductions or eliminations exists [[Article 22 Section 3\(a\)](#)]

- p. The provisional plan to address the condition requiring a declaration of financial exigency, or a condition requiring departmental reductions or eliminations [[Article 22 Section 4](#)]
- q. The request by a member for a retrenchment hearing, and need for PSU-AAUP appoint a member to the advisory retrenchment hearing panel [[Article 23 Section 1, para 2](#)]
- r. The decision of the President of a retrenchment hearing [[Article 23 Section 6](#)]
- s. Reports regarding the maintenance of standards prescribed for air and water quality, safe working conditions, seismic safety, and vector control [[Article 24 Section 1](#)]
- t. To the extent permitted under law, faculty reports of incidents of threatening student conduct filed with Campus Public Safety or Enrollment Management and Student Affairs [[Article 24 Section 2](#)]
- u. Annually by December 1, a list including an itemization of the minimum components of a faculty office deemed to be lacking for each individual faculty member [[Article 24 Section 5 \(d\)](#)]
- v. Results of all surveys on faculty working conditions, educational media services, and information on technology/computer resources within one month of completion [[Article 24, Section 5 \(e\)](#)]
- w. Details of the Portland Streetcar contract and any changes made to contract during term of CBA [[Article 25, Section 5](#)]
- x. Delivery of a written complaint from the President to a bargaining unit member seeking sanctions more severe than an Oral Reprimand [[Article 27 Section 3 \(c\)](#)]
- y. Notification of the suspension of a member during the pendency of proceeding [[Article 27 Section 3\(d\)\(1\)\(ii\)\(b\)\(1\)](#)]
- z. Notification of request by a bargaining unit member to have the imposition of a severe sanction reviewed by an ad hoc committee of peers; notification to PSU-AAUP to appoint a member to serve on the panel [[Article 27 Section 3\(e\)](#)]
- aa. The President's decision to impose or not impose a severe sanction [[Article 27 3\(g\)](#)]
- bb. Prior to January 1 of each year of this agreement, the Office of Human Resources will provide the new minimum salary rates for faculty members to the Association [[Article 30, Section 5\(a\)\(1\)](#) and [Article 30, Section 5\(a\)\(2\)](#)]

- cc. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum and maximum salary rates for Academic Professionals to the Association [[Article 30, Section 6\(b\)](#)]
- dd. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum reassignment salary increase amount to the Association and will publish the new amount on its webpage [[Article 30, Section 7A\(a\) para 2](#)]
- ee. Prior to implementing any decision to award salary increases to groups of members other than increases in Article 30, the University will notify the Association of the decision and will furnish the Association with a reasonable written description of the nature and purpose of the increases. [[Article 30, Section 9](#)]
- ff. The DSLB quarterly report [[Article 32 Section 14\(l\)](#)]
- gg. PSU agrees to provide prior notice to AAUP of any decisions that are being contemplated that could alter the wages, hours, and working conditions and other benefits of AAUP bargaining unit members employed in the OHSU-PSU SPH [Memorandum of Understanding: Creation of the OHSU-PSU School of Public Health, October 19, 2015]
- hh. Updates about RGS [staffing] will be shared no less than annually at the labor management meetings. In the case of additional changes in staffing levels, AAUP will be notified within 30 days. [Memorandum of Agreement: Loss of Staff RGS, April 8, 2020]

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

Article 7. CONSULTATION

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

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

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

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

Article 8. PAST PRACTICES

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

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

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

II. ASSOCIATION MATTERS—Articles 9 - 11

Article 9. DUES DEDUCTION

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

Article 10. ASSOCIATION DUES AND VOLUNTARY REPRESENTATION FEES

Section 1: Definitions

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

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

1. 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:

1. 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.
2. 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.

Section 3: General Terms

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

Section 4: Payroll Processes

- A. The University will deduct current Association dues or voluntary representation fees from the salary of each employee who voluntarily elects and authorizes such deduction as indicated on the "[Payroll Deduction Authorization/ PSU-AAUP Membership Application](#)."
- B. Voluntary representation fees shall be calculated and withdrawn from employees who have authorized a deduction on any and all applicable salary received for the month.

- C. New authorizations submitted to payroll on or before the last calendar day for each month will be effective for deductions in the following month.
- D. Paystub representations:
The University agrees to have clear representation information on the paystub to show the following:
 - a. Member dues
 - b. Associate member dues
 - c. Voluntary representation fees
- E. Banner coding for AAUP Status:
Membership, Voluntary Representation Fee Payer, Associate Member, and Non-member status will be assigned separate codes for use in Banner to represent AAUP Status.
- F. Banner coding for Date of Entry into the AAUP Bargaining Unit
This field shall indicate the date at which employee was first eligible for membership in the AAUP Bargaining Unit. This is a change from current field definition, which is the date that AAUP deductions first began.

Section 5: Cancellation of Member Dues and Representation Fees

- A. PSU-AAUP will be responsible for receiving and verifying all member dues or voluntary representation fee cancellation requests from members or fee payers and providing notifications of cancellations to the Office of Human Resources. Notifications will include the member's name, University email address and University ID. These notifications 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 cancellations to take effect within the same month.
- B. The Office of Human Resources will accept PSU-AAUP's notification as the only valid way to cancel dues or fees for any PSU-AAUP member.

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

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

- C. The University shall provide a list of all members whose member dues or voluntary representation fees were cancelled during the annual cancellation period to the

Association within 15 days of the closure of the cancellation period. The University shall confirm cancellation of member dues or representation fees for each cancellation done outside the window period.

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

- A. Should a PSU-AAUP member move to a new position that is not represented by PSU-AAUP, the University shall notify them via email, with a copy to AAUP, that they have moved into a new position that is not represented by PSU-AAUP. If they have questions about Associate membership, they should contact the PSU-AAUP.
- B. Should a PSU-AAUP voluntary representation fee payer move to a new position that is not represented by PSU-AAUP, the University will notify them via email, with a copy to AAUP, that they have moved into a new position that is not represented by PSU-AAUP and they should contact PSU-AAUP about their representation fee status.

Section 7: Conversion of voluntary representation fees to member dues

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

Section 8: Conversion of member dues to voluntary representation fees

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

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

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

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

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

Four (4) members whom the Association designates may be released from duties not directly related to teaching and scholarly endeavor for the performance of Association duties other than bargaining. For instructional faculty members, time devoted to such duties may replace other service obligations to the University.

Section 3. Course Releases and Overloads

In order to facilitate the ability of members to perform Association duties for bargaining or other Association duties as provided in Sections 1 and 2 above, up to eleven (11) course releases (or the approximate equivalent for academic professionals and members who do not teach term-long courses – see below) shall be available to Association members per academic term (not including Summer Term). The first, third, and fifth course releases provided during an academic term shall be provided without reimbursement to the University. The Association shall reimburse the University for the second, fourth, sixth, seventh, eighth, ninth, tenth and eleventh course releases (or the approximate equivalent for academic professionals and

members who do not teach term-long courses – see below) provided during an academic term at the adjunct instructor rate per credit hour for instructional members. Association members shall be limited to one course release per academic term, except during reopener and successor bargaining when more than one course release per term can be made available to members.

The University shall make best efforts to provide a release from work to members who do not teach term-long courses that is equivalent to the release from work provided to instructional members on a case-by-case basis. For purposes of this Article, the equivalent of a course release is approximately 12 hours of work per week or 156 hours per term. When release time is provided and if the member who does not teach a term-long course is replaced, it will be reimbursed at actual replacement costs. If a release from work cannot be effectuated, then equivalent for members who do not teach term-long courses will be in the form of overloads. Overloads will be provided to members who do not teach term-long courses at 0.10 FTE of their annual salary rate per academic term to participate in bargaining activities for up to 156 hours per term. The OPE on all overload wage agreements shall be paid by the University. Overload payment for Association duties shall be limited to three members per team.

When bargaining during Summer Term, a summer wage pool will be created equal to 10% of the aggregate annual salary rates of up to seven participating members. Each member of the bargaining team will receive a 0.10 FTE summer salary or, if the Association elects, an equal share of the wage pool. Academic professionals and other twelve-month employees may receive an equivalent overload payment or release time of up to 156 hours. The Association shall reimburse the University for 4/7ths of the total wage pool, or a prorated amount if there are fewer than seven members engaged in bargaining. The OPE on the wage agreement shall be paid by the University. Execution of the wage agreement shall be contingent upon a summer bargaining schedule incorporated into bargaining ground rules.

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

Section 4. Scheduling of Released Time

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

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

Article 12. ACADEMIC FREEDOM AND GOVERNANCE

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

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

Section 3

(a) Except as provided in Subsection (b) of this section, Sections 1 and 2 of this Article are statements of intent and policy and are not subject to [Article 28 \(RESOLUTION OF DISPUTES\)](#) of this Agreement.

(b) An allegation that the [Faculty Constitution](#) has been abrogated is grievable.

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

(c) Alleged misapplication or misinterpretation of the Faculty Constitution is not subject to [Article 28 \(RESOLUTION OF DISPUTES\)](#) of this Agreement, but such allegations may be grieved through other University grievance procedures.

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

Article 13. NONDISCRIMINATION

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

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

Article 14. PROMOTION AND TENURE

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

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

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

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

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

Section 6. Applicable P&T guidelines

- (a) All Departmental Promotion and Tenure guidelines approved by the Office of Academic Affairs (OAA) will show the date of OAA approval.
- (b) Tenure Track faculty members that have a first- or second-year review can choose to be evaluated under the P&T guidelines in place at the time of hire (and as those requirements have been interpreted by the SCHOOL/COLLEGE/DEPT at the time of hire), or under the P&T guidelines in place at the time of their review. The member shall indicate the guidelines chosen at the beginning of their narrative.
- (c) At the time a Tenure Track faculty member submits their materials for their 3rd year review, the member shall indicate at the beginning of their narrative that they choose to be evaluated under the University P&T Guidelines and Department P&T guidelines in place on their hiring date, or under the University P&T guidelines and Department P&T Guidelines that are in place at the time of the review. That choice will carry forward to the member's subsequent reviews through to the tenure decision. The member shall indicate the approval

date of the Promotion and Tenure Guidelines chosen in their narrative.

Section 7. Termination

(a) Faculty with Indefinite Tenure

1. The appointment of a faculty member with indefinite tenure will not be terminated for reasons other than for cause, except for financial exigency or program or department reductions or eliminations made in accordance with the provisions of [Article 22 \(RETRENCHMENT\)](#).

(b) Faculty with Annual Tenure

1. If a faculty member on annual tenure is not renewed, timely notice will be provided as outlined in PSU Standard 580-021-0305.
2. The appointment of a faculty member with annual tenure may be terminated for cause, or due to financial exigency, or program or department reductions or eliminations made in accordance with the provisions of Article 22.

Article 15. UNIVERSITY PRIVILEGES

Part A. Staff Fee Privileges

Section 1. Eligibility

Members appointed at half-time or more may register for a maximum of twelve hours of credit per term at the staff fee rate under the terms and conditions approved by the Board.

Members who meet the eligibility criteria (appointment of half-time or more) above will not lose eligibility during times when they are on approved leaves as described in [Article 32 \(LEAVES\)](#), Sections 1, 2, 3, 4, 6, 7, 10, and 11.

Auditor privileges are accorded to employees under the terms and conditions approved by the Board.

Section 2. Transfer of Staff Fee Privileges

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

(1) Persons eligible to receive a transfer of staff fee privileges must be either:

- (a) A family member, to include spouse or dependent children, in accordance with applicable Internal Revenue Service (IRS) code; or
- (b) A "domestic partner," as defined in the Affidavit of Domestic Partnership, or the dependent child of a domestic partner.

(2) Staff fee privileges:

- (a) Are usable only by either the employee or transferee;
- (b) May not be subdivided among family members or domestic partners and their dependents during a term;
- (c) Are limited to one transfer per term;
- (d) Are limited to no more than twelve (12) academic credits per term; and
- (e) There is no fee plateau at any campus for staff members, domestic partners, or eligible dependents.

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

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

Section 3: Additional Transfer Benefit of Staff Fee Privilege

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

(1) Additional Staff Fee Privileges:

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

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

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

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

Part B. Physical Education Privileges

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

Article 16. POST-TENURE REVIEW

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

Section 2. The guidelines must at a minimum:

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

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

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
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

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.

Subsequent Deferral(s)

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

Article 17. ACADEMIC PROFESSIONAL FACULTY

Section 1. Introduction

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

Section 2. Career Development

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

Section 3. Description of Structure

- (a) Structure of the System—Academic Professional positions are organized into the following [job groupings \(families\)](#) based upon the job responsibilities involved:
 - Academic Services
 - Administrative Support
 - Advising and Student Services
 - Communications/Marketing
 - Field, Research and Outreach Services
 - Fiscal Services
 - Healthcare Administration
 - Legal and Compliance
 - Library

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

- Technical and Administrative Support - Levels 1, 2, and 3

- Individual Contributor - Levels 1, 2, 3, 4, 5, and 6

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

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

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

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

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

(e) Appeal of Position Review Decision.

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

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

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

- (f) Should a decision from the above review and appeal process result in the placement of the position in a job grouping and/or level with a lower pay range, the Academic Professional's salary will not decrease.
- (g) Should a decision from the above review and appeal process result in the placement of the position in a job grouping and/or level with a higher pay range, any resulting salary increase will be effective on the first of the month following the date the initial written request was received by the Office of Human Resources [based on the date the request was filed according to Section 4(b)]. In no case shall an Academic Professional be paid below the minimum of the new job grouping (family) and/or career track and level to which their position is assigned.

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

Section 5. Academic Professional Appointments and Compensation

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

- (a) For Academic Professionals hired after July 1, 2016, the first six (6) months of employment in an Academic Professional position is a trial service period. An Academic Professional will not be required to serve a trial service period when moving from another position in the bargaining unit unless it is during the first six (6) months of employment in that position. Academic Professionals with six (6) or more months of continuous service who experience a break in service due to a lay-off stemming from change in departmental needs or program requirements will not be required to complete a new trial service period if recalled. Trial service may be extended by mutual agreement of the University and Association. Trial service employees may be removed from service by providing thirty (30) calendar days of prior written notice to the employee and the Association at any time during the trial service period. An Academic Professional on trial service is to be evaluated no later than the end of the 4th month of employment. Removals from service under this paragraph are not subject to [Article 28 \(RESOLUTION OF DISPUTES\)](#). In the event of multiple removals from service under this paragraph from any particular University unit, the parties agree to discuss the removals in the Labor/Management Committee.
- (b) Unless their Notice of Appointment (see Appendix I for Academic Professional Template letters of offer) letters indicate that the appointment is time-limited, Academic Professionals will be appointed on an indefinite basis following completion of the trial service period. Such appointment may be terminated only through Article 22 (RETRENCHMENT), [Article 27 \(IMPOSITION OF PROGRESSIVE SANCTIONS\)](#), or due to a change in departmental needs or program requirements.
- (c) In the event that an Academic Professional is laid off due to a change in departmental needs or program requirements, a written explanation of the change will be provided concurrently to the employee and the Association and the Academic Professional will be provided notice, recall rights, and other support as follows:
1. Notice
 - Less than 1 year of service 90 calendar days (3 months)
 - 1+ to 3 years of service 120 calendar days (4 months)
 - 3+ to 6 years of service 180 calendar days (6 months)
 - 6+ to 12 years of service 210 calendar days (7 months)

- 12+ years of service

240 calendar days (8 months)

In addition, the notice provided above shall end no sooner than after 80 hours of work within last calendar month of employment or, in the alternative, the University may elect to pay the laid off employee the equivalent of the cost of one month of COBRA health care continuation coverage upon the effective date of their layoff at the Academic Professional's then current benefit level. Service for purposes of this notice requirement shall be defined as 0.5 FTE or greater consecutive years of service at the University. Academic Professionals recalled following the reversal of a layoff stemming from a decision regarding departmental needs or program requirements, as described below, will not be defined as having a break in service.

At the University's discretion, part or all of the notice period required under this section may be replaced by the provision of a severance payment equal to the salary and cost of health care benefits and retirement contributions that the University would otherwise pay on behalf of the Academic Professional during all or any remaining notice period.

2. Any Academic Professional laid off under this section who has a specific need for continuing access to a pdx.edu email account and/or University Library collections after layoff may request an affiliate account sponsorship through normal processes for requesting and approving sponsorship of an affiliate account.
3. If multiple Academic Professionals in equivalent positions, and with equivalent position-related qualifications, skills and expertise, are to be laid off due to the same change in departmental needs or program requirements, then lay-off shall be in order of seniority and the employees will be laid off in inverse order to length of continuous service at the University. The school/college or department will make a good faith effort to find a comparable position within the University for the employees.
4. If the reason for the decision that led to the lay-off due to change in departmental needs or program requirements is reversed within eighteen months from the date that notice of termination was provided to the employee(s), the affected employee(s) will be recalled in inverse order of termination.
5. To exercise recall rights, an Academic Professional must:
 - a. Inform Human Resources of any change in telephone, email or address.
 - b. In the event of a recall, Human Resources will contact the academic professional by phone and email, and notify the Association, of the recall.
 - c. 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.

- d. A recalled academic professional who rejects a position will be removed from the recall list.
 - e. An Academic Professional laid off due to a change in departmental needs or program requirements who accepts other employment at PSU through a competitive search during the recall period will not be removed from the recall list unless their new position is at the same job level or higher than their previous position.
6. An Academic Professional laid off due to a change in departmental needs or program requirements will be treated as an internal candidate for purposes of Article 17, Section 11 (Career Mobility) subsection (c) provided that they meet the minimum required qualifications for the open Academic Professional position and they apply for the position within the required time period.
 7. During the eighteen-month period, if the University creates a position responsible for the same duties, job family, level, FTE, and geographic region (e.g., Portland, Salem, Bend, Klamath Falls) as the laid-off member's former position, the member shall be recalled to that position. If a terminated member is recalled, it will not be at a lower FTE than they were engaged at before termination unless mutually agreed otherwise. If the terminated member accepts a position at lesser FTE, they shall continue to be on the recall list for the remainder of the recall period.
- (d) 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.
- (e) 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](#).

(f) Bilingual or multilingual differential

Academic Professionals who, in addition to being proficient in English, are proficient in another spoken language or American Sign Language and whose position description requires the language proficiency as a minimum qualification will receive a differential pay of 5% on top of their base compensation. This differential pay is referred to here as “bilingual pay differential.”

Employees who do not receive the differential will not be obligated to use their non-English language skill. The employee’s proficiency in a language other than English must meet the minimum mandatory standards as determined by the University prior to the bilingual pay being awarded.

For positions where language proficiency is not a minimum qualification and the Academic Professional is subsequently asked by their supervisor to use the additional language skill as a regular part of the work the supervisor or hiring manager will, within 30 days, revise the position description to require the language skills and the member will be eligible for the bilingual pay differential.

If an employee believes they are eligible for the differential and is not receiving the compensation, they must meet with their supervisor to discuss the matter. This meeting will take place within a reasonable period of time. If an Academic Professional is not satisfied with the meeting outcome, the employee is entitled to schedule a meeting with Human Resources, who will meet with the employee within 30 days of the request, to review the position description and the language requirements. If a resolution is not reached, the Association may file a grievance starting at Step Two of the grievance process as described in [Article 28 \(RESOLUTION OF DISPUTES\)](#).

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 three 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 three-year period, they will receive the salary increase. For purposes of applying this salary progression only, if the Academic Professional does not receive an evaluation in a given year, it will be assumed that their performance during the evaluation year was satisfactory.
 - iii. The salary increase will be added to the base salary beginning in the July that follows the evaluation.
 - iv. Thereafter, Academic Professionals will be eligible for recurring salary increases every three years upon meeting the requirements in subsection (i) and (ii), until the maximum salary for job grouping/level is reached.
 - v. Salary adjustments will begin in July, 2022. The salary adjustment amount is listed in [Article 30 Section 7B \(Academic Professional Advancement within a Job Level Salary Increase\)](#).
- (c) An Academic Professional who obtains a salary increase under this Section will also be eligible for a [Cost-of-Living Adjustment](#) in the same calendar year.
- (d) Criteria listed in subsection (b) will not be used by the University to prohibit an Academic Professional from obtaining a Cost-of-Living Adjustment, as referenced in [Article 30, Section 3](#).

Section 7. Assessment

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

Section 8. Academic Professional Evaluations

- (a) All Academic Professionals shall have annual performance reviews (evaluations). The performance review year will be the preceding 12 months. The Performance Evaluation Form for Academic Professionals must be completed ([option 1](#) or [option 2](#)). [A calendar for the performance evaluation cycle](#) shall be established and published at the same time as the promotion and tenure review cycle. Academic Professionals on one-year appointments shall be reviewed annually.
- (b) Each division, school, or college is required, with the participation of the appropriate academic professional employees, to establish specific written job-relevant criteria supporting the achievement of program, division, school or college, and university goals as well as professional growth of individuals. Such evaluation methods and criteria should be clear and unambiguous, but also flexible; so that, when an Academic Professional's assignment is in multiple areas such as teaching, research, administration, and service, the evaluation will address all appropriate areas.
- (c) Performance evaluations should promote the effectiveness of Academic Professionals by:
- Articulating the types of contributions that will lead to greater professional growth, recognition, and rewards;
 - Recognizing relevant talents, capabilities, and achievements;
 - Identifying job performances that were below expectations that shall be addressed during the next evaluation period.
- (d) Performance evaluations shall document in writing consideration of:
- Job performance relative to established criteria during the evaluation period;
 - Professional development and future expectations.
- (e) The Provost, or other relevant vice president, vice provost, or dean of each division, school, or college is responsible for an annual evaluation of all Academic Professionals employed within their unit. The evaluation shall be conducted according to the guidelines established by the University. [The guidelines shall be available on the Office of Human Resources website](#). The University will seek input from Academic Professionals and the Association if substantial changes are contemplated.
- (f) The University will provide support and training for supervisors about the AP evaluation process. If an employee receives a negative evaluation, a written performance improvement plan will be offered by the supervisor.

Section 9. Alternative Work Arrangements and Flexible Work Schedules

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

1. Remote Work Arrangements

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

2. Compressed Schedule Arrangements

A compressed schedule allows employees to work less than a traditional Monday to Friday schedule. For example: 4/10's -- employee works four 10-hour days in a week with a 5th day off; 9/80's -- employee works 9-hour days Monday through Thursday for two weeks, an 8-hour day on the Friday of the first week, and the Friday of the second week is a day off. Other compressed schedule options may be appropriate.

3. Non-Standard Work Arrangements

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

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

- (d) **Request for alternative work arrangements:** Employees interested in an alternative work arrangement should make a request in writing to their supervisor. Supervisors of Academic Professionals are responsible for the work schedules in their units. They have the discretion to consider alternative employee schedules when requested and if suitable for positions in their area. In many cases alternate work schedules may be a positive option benefiting the Academic Professional and their unit; however, in some cases it may not be practical. When considering a request for an alternative work arrangement, the supervisor will consider the employee’s face-time requirements, the feasibility of conducting work off-site, and the potential impacts the request may have on other employees’ abilities to utilize alternative schedules. If the request for alternative work arrangements is an accommodation, please use this url - <https://www.pdx.edu/hr/employee-accommodations>
- (e) **Request process:** The supervisor will generally provide their response to the request within 10 working days of the employee’s submission. If the request is denied, the supervisor will include a written rationale for the denial.
- (f) **Expediated Requests:** There may be emergency situations where a request for alternative arrangements needs to be expedited. In these situations, the supervisor is encouraged to respond to the request as soon as practicable and should consider the circumstances that necessitate the schedule change. For occasional short-term needs, Academic Professionals may flex their schedule, under [section \(c\)\(4\)](#) above and after discussion with their supervisor. It is not necessary for exempt employees to maintain complex records of hours worked.
- (g) **Changes to Alternative Work Arrangements:** An existing alternative work arrangement may be changed by an employee or their supervisor at any time, with at least 15 days’ notice unless the needs of the department or employee dictate a shorter notice period. In the event changes to the current alternate schedules are necessary, those changes will be discussed between the employee and the supervisor. No changes will be affected prior to conversation between the employee and supervisors. Supervisor turnover alone is not reason enough to suspend a flexible and/or remote work arrangement.

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

Section 10. Workload

- (a) Academic Professionals shall not be assigned an unreasonable or excessive workload.
- (b) Indicators of unreasonable or excessive workload for academic professionals may include, but are not limited to:
- Assigned work that results in, on average, a workload in excess of 2080 hours per year if continued, understanding that an Academic Professional's workload is expected to be approximately 2080 hours per year
 - Ongoing and persistent caseload responsibilities that exceeds those of others in the unit performing the same type of work
 - Cross-program work assignments
 - Frequent conflicts between assigned work priorities
- (c) If an Academic Professional has concerns regarding workload, the employee is encouraged to raise the concerns with the relevant supervisor, who shall meet with the employee to discuss the concerns. This meeting will take place within a reasonable period of time and will include a discussion about workload and priorities with a goal of a shared understanding about the work. If an Academic Professional is not satisfied with the meeting outcome, an ad-hoc committee, comprised of the employee, the supervisor, Human Resources and the Association shall meet to discuss the concerns and seek to agree upon a resolution. If a resolution is not reached by the ad-hoc committee, the Association may file a grievance at [Step Three of the grievance process described in Section 5 of Article 28 \(RESOLUTION OF DISPUTES\)](#).
- (d) If such grievance is not resolved at Step Three of the grievance process, the Association may submit the matter to arbitration as described below. Notice of intent to arbitrate ([Appendix](#)

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

- (e) Except for violations of the process described herein or as otherwise expressly stated in this Section 10, disputes arising under this Section 10 are not subject to [Article 28 \(RESOLUTION OF DISPUTES\)](#). Nothing herein limits the ability of the Association or a member to bring a grievance (contractual or non-contractual), file a complaint or otherwise seek a remedy under any other provision of this Agreement, an applicable University policy, or any other applicable law or rule.
- (f) In the event of multiple issues arising under this Section from any particular University unit, the parties agree to discuss such issues in the Labor/Management Committee.

Section 11. Career Mobility

- (a) The University supports mobility of its employees within the University as part of providing employees with varied experiences and opportunities for growth. Academic Professionals are encouraged to consider and pursue other job opportunities within the University when interested in doing so. Academic Professionals are encouraged to pursue informal dialogue with other departments to learn about such opportunities. In all cases, it is the employee's responsibility to make proper application for an available position.
- (b) In order to provide opportunities to current Academic Professionals, all Academic Professional positions will be posted internally for at least ten (10) working days before being posted for external candidates. Departments are encouraged to provide potential internal candidates with the expected salary range in order to better enable the applicant to make a well-informed decision about pursuing the position.
- (c) Any current Academic Professional who meets the minimum required qualifications for an [open Academic Professional position](#) and who applies within the required time period will be afforded a first round interview for the open position. Following the interview, the

Academic Professional will be notified regarding his or her status as a candidate. The Academic Professional may be offered the position, may be told that an external search will move forward and that the Academic Professional will be included in the pool of candidates, or may be told that he or she is not moving forward in the process. If the Academic Professional is offered the open position, the hiring manager and Academic Professional will meet to discuss and negotiate salary, taking into account the Academic Professional's experience and the requirements of the position. External candidates will not be interviewed until Academic Professionals who have applied for the position within the required period of time have had a reasonable opportunity to be interviewed for the position.

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

Section 12. Service to the University

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

Section 13. Career Counselors

(a) Career Counselor Workload

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

(b) Appointment Scheduling

1. Career Counselor support needs may vary by individual career counselor.
2. In addition to student/alumni career counseling, career counselors do projects, teach classes and conduct workshops associated with counseling students and alumni. Time will continue to be allocated for this work.

3. Career Counselors will exercise their professional judgment when scheduling their availability and appointments with students/alumni in consultation with their supervisor.
4. Career Services has procedures around drop-in appointments. Career Counselors will be asked to provide input prior to any decision to change in drop-in appointment procedures.

(c) Career Counselor Professional Development, Training & Support

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

(d) Career Counselor Location and Work Environment

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

(e) Career Counselor Roles and Responsibilities

1. No career counselor whose position resides in the Advisor/Counselor 2 job family will have their position moved to the Advisor/Counselor 1 job family as a result of the Academic and Career Advising Redesign.
2. Career Counselors will have one assigned supervisor (supervisor of record) to whom they report.

(f) Personnel Evaluation and Supervision

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

Article 18. NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY

Section 1. Introduction

- (a) The University and the Association recognize that in order to maintain a vital university culture we must develop a primarily tenured and tenure-track faculty, protect participatory governance structures, guarantee the diversity of our faculty, and assume the rights and responsibilities of academic freedom. The University and the Association acknowledge that a reasonable assurance of continued employment provides for a highly qualified faculty and protects academic freedom essential to the integrity of teaching and scholarship.
- (b) The University acknowledges the value of the services of non-tenure track instructional and research faculty, the need for continuity of services, and the benefits that follow from the employment of non-tenure track term instructional and research faculty in commitment to the institution, to strong programs, to consistent advising, and to retention. Non-tenure track faculty are ensured the inherent rights of academic freedom and they recognize the accompanying responsibilities.
- (c) Definition of Non-Tenure Track Faculty. Non-tenure track faculty, are faculty members who are not on tenure-track appointments, but whose appointments are at least 0.50 FTE annualized. These appointments are primarily for instruction and research as described in the position descriptions. Non-tenure track instructional faculty will be employed on a continuous basis after completion of a probationary period, as provided in Section 2 below, unless a fixed-term appointment is appropriate, as provided in Section 3 below, Non-tenure track research faculty will be employed as provided in Section 5 below.

Section 2. Non-Tenure Track Instructional Faculty Continuous Appointments

- (a) The University and the Association recognize that non-tenure track instructional faculty are, even in the first year of employment, an essential and integrated part of a department's or program's staff. Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the Department Chair.
- (b) Probationary Period. Non-tenure track instructional faculty members will be employed on annual contracts during the first six (6) years of employment as non-tenure track instructional faculty members. Annual contracts during the probationary period will automatically renew unless timely notice is provided. Notice of non-renewal of an annual contract during the probationary period must be provided by April 1 of the first year of the probationary period and by January 1 of the second through fifth years of the probationary period, effective at the end of that academic year.

- (c) Evaluation during Probationary Period. Non-tenure track instructional faculty members are to be evaluated annually during years 1 through 5 of the probationary period, pursuant to guidelines as provided in Section 6 below.
- (d) Evaluation for Continuous Appointment. In year 6 of the probationary period, non-tenure track instructional faculty members are to be evaluated for continuous appointment, pursuant to guidelines as provided in Section 6 below. Prior to the end of the final academic year of the probationary period, a non-tenure track instructional faculty member is to be awarded a continuous appointment or provided twelve (12) months' notice of termination of employment.
- (e) Terms of a Continuous Appointment. For purposes of this Article, a "continuous appointment" is an indefinite appointment that can be terminated only under the following circumstances:
 - 1. If the faculty member receives an unsatisfactory post-continuous appointment review and fails to remediate the deficiencies during the subsequent academic year. at least twelve calendar months' notice of termination will be provided. Part or all of the timely notice period may be replaced by the provision of a severance payment as in (4)(ii).
 - 2. Pursuant to Article 22 (Retrenchment).
 - 3. When a sanction of termination is warranted and imposed pursuant to Article 27 (Imposition of Progressive Sanctions).
 - 4. Due to a change in curricular needs or programmatic requirements, including a determination of excess instructional capacity, made in accordance with applicable shared governance procedures. Applicable shared governance for the purpose of a determination of excess instructional capacity will include, and in some cases may be limited to, an opportunity for the relevant standing committee(s) in the unit to review the basis for this determination, assess the potential impacts on their programs and curricula, and make recommendations to the department chair/chair equivalent, which could include alternatives to layoff. The Dean or Dean-equivalent shall provide access to the data that was used to determine the existence of excess instructional capacity. The committee shall have no fewer than 40 days from notice of the determination to conduct and forward the committee's assessment. If the committee fails to meet and/or provide their assessment to the department chair, this process will be deemed to have been concluded. The chair/equivalent will forward the committee's assessment and any recommendations, as well as any of their own, to the Dean/equivalent.
 - i. If the employment of multiple faculty members in equivalent positions, and with equivalent position-related qualifications, skills and expertise, are to be terminated due to the same change in curricular needs or programmatic requirements then lay-

off shall be in order of seniority. Faculty will be laid off in inverse order to length of continuous service at the University.

- a. "Continuous service," for purposes of layoff and recall, means time worked at PSU in a position that annualizes at 0.5 FTE or greater.
 - b. Should members subject to layoff and recall have the same seniority date, then the order of seniority for that seniority date shall be determined by the sequence 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.
- ii. The faculty member subject to termination under this section is to be given at least twelve calendar months' notice of termination of employment after shared governance procedures, as described in (e)(4) above, have been completed.

At the University's discretion, part or all of the timely notice period may be replaced by the provision of a severance payment equal to the salary that would otherwise be due to the faculty member and the cost of health care benefits and retirement contributions that the University would otherwise pay on behalf of the faculty member during all or any remaining notice period.

- 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, or was in their 6th year of probationary service and was eligible for continuous appointment, or was 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)(4)(iv-v).
 2. If the probationary employee applying for continuous appointment is not awarded continuous appointment, they shall be terminated consistent with this section.
- iii. The School/College or program will make a good faith effort to find a comparable position within the University for the faculty member.
 - iv. 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. The process for recall shall be as follows:

- a. The faculty member must inform Human Resources of any change in telephone, email, or address.
- b. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association of the recall.
- c. 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.
- d. A recalled faculty member who rejects a position will be removed from the recall list.
- e. 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.
- f. For employees recalled to their position:
 - 1) The time spent on the recall list will not count as a break in service. Time on the recall list shall be considered the same as a leave without pay and all members laid off shall retain benefits and privileges of a member on leave without pay (consistent with Article 22, Section 5 (d)).
 - 2) Upon recall, the University will return the employees to the contract type and rank, with the same contract provisions, as in the individual contract from which they were terminated.
 - 3) Upon return to service, employees who had completed the six-year probationary period will not be required to complete a new six-year probationary period.
 - 4) Upon return to service, employees who were in the six-year probationary period will return to their probationary period at the point of exit upon termination.
- v. During the three-year period, if the University creates a position responsible for the same duties as the laid-off member's former position, or if such a vacancy is recruited for, the member shall be recalled to that position. If a terminated faculty member is recalled, it will not be at a lower FTE than they were engaged at before termination unless mutually agreed otherwise. If the terminated faculty member accepts a position at lesser FTE, they shall continue to be on the recall list for the remainder of the recall period.

- vii. Any faculty member laid off under this section who has a specific need for continuing access to a pdx.edu email account and/or University Library collections after layoff may request an affiliate account sponsorship through normal processes for requesting and approving sponsorship of an affiliate account while on the recall list.
- viii. The workload of a terminated NTTF will not be recreated among multiple part-time faculty during the duration of the recall period.

(f) Evaluation Following Continuous Appointment:

1. PCAR Increase and Effective Date: All PCAR Effective Dates are tracked using the original continuous appointment effective date as stated on the employee's signed NOA. PCAR increases can be found in Article 30, Section 6C.
2. Faculty on a continuous appointment are to be evaluated in the fifth year of continuous appointment, and then every five (5) years following the last evaluation or promotion. The effective date for the award of Continuous Appointment will be September 16th following a successful Milestone Review. The effective date is the start of academic year 1 of the Post-Continuous Appointment. Post-Continuous Appointment review dossiers are typically due first Friday in October. In the event of an unsatisfactory evaluation, the evaluation shall identify the deficiencies that require improvement and may make recommendations for improvement. Following an unsatisfactory evaluation, an improvement plan will be developed as provided in subsection (i) below.
3. 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 five (5) years after their successful promotional review. The first year of the next 5-year post-continuous appointment review count will start on September 16 the academic year following the successful review. For those that have a continuous appointment effective date before September 16, 2018, please refer to Letter of Agreement #5 for how promotional review may affect a member's PCAR cycle.

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

POSITIVE Milestone, post-CA, or PROMOTIONAL Review	CYCLE	COUNT
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

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

1. OAA and the Dean's 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.
6. Request to Defer

- 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 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. 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 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. 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](#).

(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

Task	Calendar Days	Due Dates
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	3rd 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		2nd 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	4th 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	3rd week of February
Dean completes review, issues report and submits to 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 (optional)	Within 20 business 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	Within 30 business days after Provost's PCAR decision is issued	4th week of May

Task	Calendar Days	Due Dates
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	June 15, year of review	June 15. May be extended if necessary and approval received.

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 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 faculty member from a similar discipline to serve on the committee. When a faculty member has been involved in interdisciplinary teaching and/or research, the committee will include a faculty representative from a mutually agreed upon second department or program.
- iii. Administration may use these procedures for Post-Continuous Appointment Review for those NTTF who hold Unclassified Exempt (UnEx) positions. No AAUP member, however, will be assigned to serve on a post-continuous appointment review committee of an NTTF in an UnEx position who has any supervisory duties in their unit. In the UnEx post-continuous appointment review, the role of the department chair shall be filled by the immediate supervisor of the individual under review provided the immediate supervisor is not the Dean. If the immediate supervisor of the individual under review is the Dean, the Dean must designate a person to fulfill the role of the immediate supervisor (e.g. an Associate Dean).
- iv. The committee shall endeavor to reach consensus before writing its narrative report to the department chair/designee. In its narrative report, the committee shall explain its decision and provide evidence to support the decision. If the committee finds the faculty member's contributions meet the standards set forth for post-continuous appointment review, it shall document this in their narrative report. If the committee finds the faculty member's contributions do not meet standards, the report shall document the areas the committee finds do not meet the standards and provide recommendations so that these areas shall be addressed in a Faculty Improvement Plan (FIP).

- v. Should a unanimous decision not be reached, the committee's narrative report shall include the views of the majority and the minority.
 - vi. The committee's narrative report should be forwarded to the department chair/designee no later than the 2nd Friday November.
2. Responsibilities of the Department Chair/Designee
- i. The department chair/designee must assure that the faculty member's post-continuous appointment review committee has followed department/academic unit and University post-continuous appointment review guidelines, has considered the faculty member's dossier, and that the committee's narrative report is complete and uses the proper forms. In units that do not have departments, the department chair responsibilities shall be filled by a person or persons specified in unit guidelines; potential chair designees include program directors, area directors, or the faculty member's supervisor.
 - ii. The department chair/designee shall write a letter affirming or challenging the committee's decision and recommendation based on the criteria in departmental post-continuous appointment review guidelines, and explain their reasons. If the department chair/designee finds the faculty member's contributions do not meet standards, the department chair/designee's letter shall document the areas they find do not meet the standards and provide recommendations so that these areas shall be addressed in a Faculty Improvement Plan.
 - iii. The department chair/designee will provide a copy of their letter, attach it to the committee's narrative report, and forward the entire dossier to the faculty member under review and to the chair of the committee within 10 business days of the transmittal of the committee report but not later than the 2nd Friday in November.
 - iv. The faculty member must be given the opportunity to review their file, including the post-continuous appointment review committee's report and the department chair/designee's letter before it is forwarded to the Dean.

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

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

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

- i. If a faculty member questions the post-continuous appointment review committee's recommendation and/or the department chair/designee's recommendation, they may make a request for reconsideration of the recommendations in writing. Request(s) for reconsideration should be submitted to the department chair/designee within 5 business days of receiving the committee and chair/designee recommendations.
- ii. The reconsideration(s) may be requested on the basis of procedural or substantive issues. The faculty member should prepare whatever additional material is pertinent. The supporting materials must be submitted to the department chair/designee as appropriate within 20 business days of the request for reconsideration. At the time of submitting materials to support reconsideration, the faculty member may request to meet with the committee and/or the department chair/designee. The meeting(s) must occur within 5 business days of the request to meet.
- iii. If the reconsideration is requested for the committee's decision, the department chair/designee should return the dossier along with any supporting materials submitted by the faculty member to the committee for reconsideration. The committee chair must report in writing to the faculty member and the department chair/designee the results of the committee's reconsideration. The faculty member's materials will then be forwarded to the department chair/designee for their review, and then forwarded to the faculty member.
- iv. If reconsideration is requested of the department chair/designee's decision, the department chair/designee must report in writing to the faculty member and the committee the results of their reconsideration.
- v. Should the committee and/or the department chair/designee reverse their original decisions and find the faculty member's contributions to meet standards, they shall write a report of the new decision and attach it to the top of the original report. The faculty member will then review the entire dossier and sign the appraisal signature sheet before the department chair/designee forwards it to the Dean for their consideration.
- vi. The department chair/designee must provide the Dean a statement of assurance that all eligible faculty have been reviewed, and submit to the Dean for each faculty member reviewed:
 - a. A completed appraisal signature sheet signed by the members of the post-continuous appointment review committee and the department chair/designee.

- b. The post-continuous appointment review committee recommendation and department chair/designee's letter.
- c. If reconsideration was requested, a copy of the faculty member's request, the materials submitted, and the reconsideration reviews done by the department chair/designee and/or committee.

4. Responsibility of the Dean

- i. The Dean shall review materials submitted by the faculty member, the narrative report of the post-continuous appointment review committee, and the department chair/designee report with regard to the dossier submitted by the faculty member in order to write a letter affirming or challenging the recommendation of the committee and/or the department chair/designee.
- ii. If the Dean disagrees with the recommendation of the post-continuous appointment review committee and/or the department chair/designee, the Dean must explain their decision and document which criteria in the department's post-continuous appointment review guidelines were or were not being met and provide evidence to support their decision.
- iii. The Dean's letter shall be delivered to the department chair/designee, the post-continuous appointment review committee chair, and the faculty member within 10 business days of receipt of the committee and chair reports or no later than the Fourth week of January.
- iv. If the Dean, department chair/designee, and committee find that the faculty member's contributions do not meet standards and the faculty member does not request reconsideration of the Dean's decision, a Faculty Improvement Plan will be developed based on the deficiencies identified in the review and as provided in subsection (i) below.

5. Procedures for Reconsideration of Dean's Recommendation.

- i. If the Dean finds that the faculty member's contributions do not meet standards, the department chair/designee, chair of the committee, and/or the faculty member may request in writing a conference for reconsideration by the Dean within 5 business days of the receipt of the Dean's letter. After notifying the Dean that the faculty member requests reconsideration, the faculty member has 10 business days to provide additional materials to the Dean in support of the reconsideration.
- ii. If upon reconsideration the Dean reverses their original decision and finds the faculty member's contributions meet standards, the Dean shall so report in writing

and provide a copy of their letter to the department chair/designee and faculty member.

- iii. If the Dean finds that the faculty member has met standards when the post-continuous appointment review committee's and the department chair/designee's finding disagree, the Dean shall provide a copy of their letter to the department chair/designee, committee chair, and faculty member.
- iv. The Dean's original recommendation and the Dean's recommendation after reconsideration, shall be included in the dossier. When the Dean finds that the faculty member's contributions do not meet standards and the faculty member requests reconsideration the faculty member's entire dossier is then forwarded to the Provost for review.

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 business days of the receipt of the Provost's letter, and may add additional evidence to the file within 20 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 Improvement Plan will be developed based on the deficiencies identified in the review and as provided in 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 Improvement Plan is to be developed before the end of the academic year in which the faculty member was found to not meet standards. If the department chair/designee and faculty member identify resources that would assist with the improvement plan, a request for access to such resources will be made to and considered by the Dean. The lack or limited availability of resources could result in modification or extension of the Faculty Improvement Plan.
2. Progress on the Faculty Improvement Plans is to be assessed and communicated on a regular basis during the subsequent academic year. At a minimum the department chair/designee and the faculty member will meet near the beginning of the fall term following the PCAR to review the improvement plan and near the end of the fall term to review the faculty member's progress on the improvement plan. Prior to the end of fall term, the department chair/designee is to provide the faculty member with a written assessment of progress on the faculty improvement plan, which includes identification of issues that have not yet been successfully improved.
3. At any point in the process, the department chair/designee can determine that the Faculty Improvement Plan has been successfully completed, at which time the department chair/designee shall notify the faculty member and conclude the faculty improvement process.
4. Winter term of the academic year following the start date of the Faculty Improvement Plan, the department chair/designee shall meet to review progress on the improvement plan. After the meeting, the department chair/designee is to notify the faculty member whether the improvement plan has been successfully completed.
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 twelve months from the date of notice. Any extension to the FIP will run concurrently with the notice period.
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.

(a) Criteria and evaluation requirements for fixed-term instructional faculty members hired after April 5, 2016 to receive service credit toward continuous appointment:

1. Service Credit awards to fixed term faculty members will be made based on the 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 NTTF-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.
2. Service credit can be awarded only if the probationary continuous appointment position had an open search per the Article 18, Section 2 (a), or if the department received a search waiver for the position from Office of Global Diversity and Inclusion (OGDI).
3. Service credit can be awarded only if the department had approved revisions to their department P&T guidelines that include 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(1), E(2) and H.) For non-tenure track instructional appointments, 1.0 FTE will include no more than 36 course credits of assigned teaching per academic year. Assigned university/ community/ professional service and scholarly work shall not exceed ten percent (10%) of an instructional non-tenure track faculty member's workload without a reduction in instructional load.

- (b) The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track instructional appointments will include the following information: whether the appointment is eligible for continuous appointment or fixed-term, appointment start date, appointment end date (for fixed-term appointments only), the reason warranting the fixed-term appointment (for fixed-term appointments only), FTE, annual salary rate, actual salary, teaching assignment (including, where possible, the list of courses to be taught and the location of those courses if not on the downtown University campus), whether the appointment is renewable, and any expectations for research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.
- (c) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track instructional faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 5. Non-Tenure Track Research Faculty Appointments

- (a) The University and the Association recognize that non-tenure track research faculty are, even in the first year of employment, an essential and integrated part of a department's or program's staff. Initial appointments are not the responsibility of a sole administrator. Where possible, a committee of at least three (3) shall seek qualified applicants and forward a recommendation to the chair.
- (b) The University and the Association recognize that clear communication of expectations and rewards is essential for a fair and productive professional relationship. To that end, the University will provide template letters of offer for non-tenure track research appointments (see Appendix G). Assigned university/community/professional service and instructional work shall not exceed ten percent (10%) of a non-tenure track research faculty member's workload without a reduction in the research load.
- (c) The University, at its discretion, may offer non-tenure track research faculty members appointments that are appropriate based on the specifics of the position. For instance, non-tenure track research faculty members may be employed for a fixed term, for a period of time that runs the length of a particular grant, or an ongoing appointment (without a fixed end date) that is contingent on the continued availability of external funding. In all such cases, the appointment must provide the member with at least thirty (30) days of notice of early termination of employment (although greater notice is encouraged when possible).

- (d) The template letter of offer will include a position description. Taken together, a letter of offer and position description for non-tenure track research appointments will include the following information: appointment start date, appointment end dates (if any), FTE, annual salary rate, actual salary, whether the position is grant or contract funded, the potential grounds for early termination and the required period of notice of early termination (which may not be less than thirty (30) days), whether the position is non-renewable, research assignment and any expectations for additional research and scholarly work, university service, professional service, or other responsibilities. Bargaining unit members shall have an opportunity to review the letter of offer and position description and will affirm their acceptance of the offer of employment by signing and returning to the University a copy of both the letter of offer and the position description.
- (e) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the start of work for the initial term of employment of any non-tenure track research faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

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

- (a) The Faculty Senate is responsible for the development of guidelines governing the evaluation of non-tenure track faculty, including evaluations that occur prior to, at the time of, and following continuous appointment. Each Department/Academic Unit shall establish and maintain guidelines for review of non-tenure track instructional and research faculty bargaining unit members that are consistent with guidelines developed by the Faculty Senate. Nothing in this provision affects or alters the Association's ability to file a grievance, as provided in Article 28 that alleges a violation of such guidelines.
- (b) The guidelines must, at a minimum:
 - 1. Be in writing and be made available to members;
 - 2. Require each department to identify the committee(s) responsible for the evaluations;
 - 3. Establish job-relevant evaluation criteria and require the criteria to be in writing;
 - 4. Provide that the results of the review be in writing and provided to the member;
 - 5. Provide that the member is entitled to meet with the reviewers;
 - 6. Provide that the member is able to respond to the review by submitting a statement or comments, which shall be attached to the review;
 - 7. Provide that the member may submit relevant materials to the reviewers;

8. Provide that the member may request a review if one has not been provided within the time period provided for by the guidelines;
9. Provide that the member is to have reasonable notice of the evaluation; and
10. In a department with more than one non-tenure track faculty member, provide that at least one non-tenure track faculty member will be on the review committee.

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

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

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

1. 9-month NTTF-I members with a hire date later than October will be reviewed according to the schedule established by the Office of Academic Affairs, starting with the fall of the academic year following hire.
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 the 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 (FDP) that reflects both the need for members to fulfill the tasks of scholarly and scientific research, writing, teaching, advising, supporting student health and wellness and all other aspects of the mission of the University. All members, including tenure-related faculty, non-tenure track faculty and academic professionals, shall be eligible to apply for and receive funds through this program. The Faculty Development Program, as allocated in Section 4, will be administered by the Faculty Development Committee (a Faculty Senate committee), with oversight by the Provost or the Provost's designee. The Committee shall be composed of members selected by the Committee on Committees (a Faculty Senate committee) and representative of the breadth of the university faculty including tenure-related faculty, non-tenure track faculty and academic professionals.

Section 3. Individual Professional Development Account (IPDA) Program

(a) The University and the Association support continuing professional development for members in teaching, scholarship, service and other job-related professional development opportunities. Members are encouraged to participate in activities that enhance their professional development. To that end, Individual Professional Development Accounts (IPDAs) shall be maintained and funded as provided in this Section.

(b) 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

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

(c) An IPDA will be created for newly employed members upon hire. If continued employment is conditioned upon completion of a trial service period provided for by [Article 17, Section 5](#),

the academic professional will not be able to access their IPDA funds until they have successfully completed their trial service. If employment is not conditioned on the completion of a trial service period, the employee will have access to their IPDA funds from the date of hire.

- (d) The amount credited to an IPDA for a newly employed member will be prorated according to the number of full calendar months remaining in the fiscal year from their date of hire. Nine-month members hired on September 16 of the academic year will be credited with the full year's IPDA.
- (e) The amount credited to an IPDA for a member who is less than 1.0 FTE will be prorated based on the member's FTE that corresponds to the FTE in their appointment letter and the variable appointment FTE thresholds shown below. However, an approved sabbatical leave will not result in proration of the IPDA credit.
 - 1. For members on variable FTE appointments, the IPDA will be prorated as follows:
 - 0.5-.74 FTE—75% of IPDA amount
 - 0.75 or above FTE—100% of IPDA amount
 - 2. If the variable appointment letter specifies the FTE is between 0.5 to 1.0 FTE, then 0.75 FTE will be used to calculate the member's IPDA amount. If the actual FTE the member worked over the course of the year is less than 0.75, their IPDA allotment for the subsequent year will be reduced to 75% of their award. If the member leaves the University, they will not be charged for any IPDA funds spent in excess of their actual FTE.
- (f) A member may use funds in an IPDA for activities that support the job-related professional development of the member. Examples of such uses could include, but are not limited to: travel for the presentation of scholarly work, conference fees and travel, professional organization fees, professional licensure or certification requirements, acquisition of specialized equipment (such as laboratory or art supplies), procurement of professional services through independent contractors or vendors (such as scanning, 3-D printing, transcription, or translation), tuition and/or fees, subscriptions and books, submission fees, and relevant training and continuing education opportunities. IPDA funds may also be used to acquire computers and associated peripherals (external devices like specialized keyboard or monitor) used to advance the specific professional development activity and to hire hourly student employees who provide administrative, clerical, labor, technical, or other general support that advances the professional development activity.

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

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

- (g) Unused funds in an IPDA shall automatically roll over at the end of each year for four years. Funds not used after four years may roll over for a longer period of time, upon good cause shown and upon request of the member and approval of the Dean or their designee. Funds unused after four years or remaining in a member's account upon termination of employment shall revert to an account within the relevant college, school or other University unit and be used by the Dean for other professional development-related purposes. A member who transfers within the University to another position in the bargaining unit will not lose access to accumulated IPDA funds as a result of the transfer.

1. Up to 50% of the funds available for reversion shall be utilized to replenish the Conference Fund pursuant to Article 19 Section 7 (b and c) below.

- (h) At the end of each fiscal year in which IPDA funds have reverted to a college, school or other unit, the Dean of such unit shall provide a report to the Office of Academic Affairs and the Association regarding the reverted funds and the use of such funds.

Section 4. Professional Development Allocations

- (a) For fiscal year 2024-2025, the University allocated \$675,000 for the Faculty Development Program.
- (b) For fiscal year 2025-2026, the University will allocate \$675,000 for the Faculty Development Program.
- (c) For fiscal year 2026-2027, the University will allocate \$675,000 for the Faculty Development Program.
- (d) For fiscal year 2027-2028, the University will allocate \$675,000 for the Faculty Development Program.

Section 5. Unspent Faculty Development Funds

- (a) By September 15 of each year the Office of Academic Affairs (OAA) will share with the FDC and the Association a spreadsheet of the previous year's allocation and expenditure of faculty development funds in the format provided in the [University's March 30, 2017 response to the Associations February 24, 2017 Information Request](#).
- (b) At the end of each fiscal year, OAA will place in reserves a buffer (Hold-Back) of \$5,000 from funds that are released from expired projects to cover expenditures that occur in the year following the release of the funds that the faculty member's department is unable to cover.
- (c) All remaining funds after the Hold-Back that are unspent will be made available for re-allocation by the Faculty Development Committee (FDC).

- (d) The spreadsheet will include the aggregate amount of funds that are released at the end of the academic year [after carry-over approvals from OAA and/or the Faculty Development Committee (FDC)], the funds that are rolled into the FDC from unused PTR PDP plans from the previous year, the Hold-Back from that academic year, and the funds that are released from the previous academic year's Hold-Back as follows (this is an example only):

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

Section 6. Research Bridge Fund

- (a) The University and the Association share interests in stability for non-tenure track research faculty, retaining high-quality research faculty, and maintaining productive research programs. PIs occasionally experience breaks in external funding, which can result in loss of employment to personnel critical to the continuation of research programs and the University.
- (b) Purpose of Bridge Funds. The purpose of the research bridge fund is to sustain research programs and sponsored activities in instances where an external research grant or funding source has expired or will end, but renewal of funding is expected in the near future. Bridge funds are not intended for “pilot” or “seed” funding or as a source of continuing support.

The research bridge funds can support the continued employment of non-tenure track research faculty who would be terminated or experience a significant loss of FTE without such funding. The NTTF-R are either a) employed to work on grants directed by a PI or co-I or b) are PIs or co-I on a grant.

Research bridge funds are to be used for:

- Salary and OPE expenses of non-tenure track research faculty and/or academic professionals

Research bridge funds cannot be used for:

- Salary and OPE expenses for tenure-related faculty
- Graduate assistant stipends, remissions, or fees
- Travel, equipment, expendables
- Overspending on current grants

- Administrative costs or staffing
- (c) Funding. The University will establish a Research Bridge Fund and make the following allocations:
1. Initial Funding
 - i. On July 1, 2025, The University shall transfer \$150,000 of the \$800,000 expired surplus Faculty Development Program (FDP) to commence the Research Bridge Fund.
 2. Carry Forward Funding
 - i. On July 1, 2026 and on July 1, 2027, the University will replenish the Research Bridge Fund with the transfer from the unallocated expired Faculty Development Funds (FDP) from the prior year.
 - ii. The allocation from expired FDP funds will be no less than \$75,000 and no more than \$150,000.
 - iii. The Research Bridge Fund balance established during the carry-forward process will not be more than \$200,000.
 - iv. If there are no expired Faculty Development Program funds to replenish the Research Bridge Fund, the University will transfer \$75,000 from another source.
- (d) At the discretion of AAUP, additional funds may be allocated to the Research Bridge Fund by allocating a portion of unallocated faculty development funds (Article 19, Section 5).
- (e) If all of the monies in the Research Bridge Fund are not spent at the end of the fiscal year, these monies will carry over to fund the allocation for the next fiscal year.
- (f) For each award, the following apply:
- Individual awards cannot exceed \$25,000 per year.
 - Grantees will have funding available for a maximum of one year or until they reestablish funding from other sources, whichever comes first.
 - A PI receiving a Research Bridge Funding award in one year will not be eligible to reapply for at least two years from the previous award.
 - All funds awarded must be spent in the award window.
 - When extramural funding is re-established, all unspent funds must be returned to the Bridge Funding Program.

- (g) Eligibility Criteria. A PI or co-I is eligible to apply for Research Bridge Funding if they have lost or will lose most of their extramural funding within six months of the application deadline and have not yet identified sufficient other funds to support non-tenure track research faculty (either themselves or faculty and staff members employed on their grants).
- (h) Application Process and Deadlines. Research Bridge Funds will be awarded to PIs through an application process managed by the Office of Research and Graduate Studies. Office of Research and Graduate Studies will establish and publish deadlines for applications.
1. Applications will be considered up to four times per year, provided sufficient funds remain available.
 2. Funding is competitive, and not all applications may be funded.
 3. PIs are encouraged to apply well in advance of funding shortfalls to allow time for preparation, submission, and review of the applications.
 4. 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.
 5. A financial commitment for support by the college or the department is not required but will strengthen an application.
 6. Applications will include information necessary to evaluate the request. RGS will develop the application requirements:
 7. The application, review, and selection process will be as follows
 - i. A committee formed by RGS will review the applications and make recommendations to the Vice President for Research and Graduate Studies (VPRGS). The committee will include at least one non-tenure track research faculty member.
 - ii. The committee will evaluate the following:
 - a. The impact on NTTF-R faculty member(s) if the funding is not granted
 - b. The PI or co-I's record of accomplishment in obtaining external funding and evidence of publications, conference proceedings, and other scholarly outputs.
 - c. The evidence that the PI or co-I has made substantial and documented efforts to obtain and/or re-establish funding.
 - d. The likelihood that the PI or co-I is to be funded again.
 - iii. The VPRGS will make final decisions and may consult the academic deans/directors

- iv. Applicants will be notified of decisions within 30 days of receipt of the complete Bridge Funding application.
- 8. Funding decisions are final and not grievable but failure to follow the process is grievable.
- (i) Responsibility of the Faculty Member. Recipients of Research Bridge Funding are required, 30 days from the end of the Bridge Funding period, to summarize the activities carried out using the Research Bridge funds, including but not limited to any grants submitted, awarded, or pending and any publications that resulted.
- (j) Program Reporting. RGS will share with the Association a report of the previous year's allocation and expenditures of the Research Bridge Funds, a summary of the recipient's submitted reports, and a list of denied applications and the reason(s) for denial.

Section 7. Faculty Conference Fund

- (a) The University shall establish a Faculty Conference Fund (FCF) to support members' participation in academic and professional conferences, symposia, workshops, exhibitions, and other events related to their fields of study.
- (b) Initial Funding
 - 1. On July 1, 2025, the University will establish the fund at \$150,000. This will be funded from one-half of the FY 25 IPDA reverted funds pursuant to Article 19 Section 3(g), estimated to be \$115,000, and the remaining to be funded from expired Faculty Development Program funds pursuant to Article 19 Section 5.
- (c) Carry Forward Funding
 - 1. Commencing July 1, 2026, during the annual IPDA reversion process at Article 19 Section 3(g), up to 50% of the reverted funds from each college or unit shall be added to the conference fund. The annual allocation from the annual reverted funds shall be no less than \$75,000. If there are insufficient reverted funds to support the minimum allocation, alternative sources will be identified to fund the minimum. The conference fund balance shall not exceed \$200,000.
- (d) Eligibility
 - 1. Bargaining unit members are eligible to receive conference funding no more than once every three years.
 - 2. Bargaining unit members must apply and be approved for funding.

(e) Applications

1. Applications will be available on the Office of Academic Affairs website with two deadlines for applications each year, November 1 and April 1.
2. Applications must demonstrate that the entire cost of conference travel will be supported. This can include the funds requested from the conference fund and other PSU or grant funds, including the faculty member's IPDA account.

(f) Selection and Awards

1. A joint committee of two persons from AAUP and the University, appointed by the LMC, will develop a rubric and selection process for evaluating and selecting the awards.
2. The joint committee will select applications to fund, and OAA will notify the applicants.

Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION

Section 1. Intellectual Property

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

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

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

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

Section 2. Copyright Ownership

The University and the Association negotiated and reached agreement on the [University Copyright Ownership Policy](#). The parties agree that no faculty member will be compelled to enter into a separate agreement, as defined in the policy, as a condition for continuing employment, promotion, tenure, or rehire. A faculty member's decision to not enter into a separate agreement shall not be just cause for discipline.

Article 21. STRIKES AND LOCKOUTS

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

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

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

Article 22. RETRENCHMENT

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

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

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

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

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

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

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

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

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

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

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

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

1. the proposal and documentation required by the PSU Faculty Senate in the procedure for ["Elimination of Academic Units," approved by on 05-04-20](#) (Provost concurred on 05-11-20); and
 2. PSU-AAUP's response to the proposal; and
 3. The Office of Academic Affairs' (OAA) response to the proposal.
- (f) After fulfilling the requirements of Sections 2 and 3 of this article, the President may declare that a financial exigency exists or that the reduction or elimination of a department is necessary.

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

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

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

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

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

Administration shall make reasonable efforts to assist the member in finding suitable employment elsewhere.

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

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

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

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

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

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

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

- (e) A department in which a layoff is in effect pursuant to this Article may not (a) hire new tenure-related faculty until all tenure-related faculty eligible for recall in that department have been offered recall; (b) hire new non-tenure track instructional faculty eligible for continuous appointment until all tenure-related faculty and non-tenure track instructional faculty members on or eligible for continuous appointment have been offered recall; or (c) hire for an academic professional position until all persons who had been in that position have been offered recall. However, the restrictions of this paragraph do not apply if the failure to hire new employees would seriously impair the ability of a department to meet its needs as determined in Section 5(a)1 above at the time layoff decisions were made, or if the President finds and declares after receiving and considering a departmental recommendation reviewed by the appropriate dean and vice president that failure to do so would seriously impair the department's ability to meet adequately its current needs, including the needs for various areas of specialization.
- (f) A member recalled from layoff shall be offered reemployment at the same rank and at a salary rate not less than that which the member was receiving at the time of layoff.
- (g) Any offers of reinstatement within a department shall be made in inverse order to the order of layoff. The member will have thirty (30) days from the date the offer is sent in which to accept the offer. If no acceptance is received in writing within the thirty- (30) day period, the member will be deemed to have declined the offer and the University will thereafter have no further obligation to the member. It is the responsibility of the member to keep the University apprised of a current mailing address.
- (h) Faculty on indefinite tenure who have not been reemployed as of June 15 of the year following five (5) full academic years after layoff shall be deemed to have been given timely notice and their employment will have been terminated as of the June 15 date. Non-tenure track instructional faculty on continuous appointment who have not been reemployed as of June 15 of the year following three (3) full academic years after layoff shall be deemed to have been given timely notice and their employment will have terminated as of the June 15 date. Faculty on annual tenure and non-tenure track instructional faculty still in the probationary period who have not been reemployed as of June 15 of the year following two (2) full academic years after layoff shall be deemed to have been given timely notice and their employment to have been terminated as of the June 15 date. The employment of faculty on fixed-term appointments who have not been reemployed as of the date of the end of their term of appointment shall be deemed to have been terminated on that date. The employment of an academic professional who has not been reemployed as of one year following the notice of layoff shall be deemed to have been terminated on that date.
- (i) In cases of layoff resulting from financial exigency the Administration shall make every effort to provide timely notice to affected members of the bargaining unit.

Article 23. RETRENCHMENT HEARINGS

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

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

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

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

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

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

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

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

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

Article 24. WORKING CONDITIONS

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

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

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

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

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

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

(a) The University will provide e-mail and internet access to all represented members.

- (b) The Association and the University agree that the following are to be considered the minimum office components for bargaining unit instructional faculty:

Desk and office chair	Side chair
Bookcase or book shelves	File cabinet (with lock)
Waste basket	Telephone (with voice mail access)
Personal computer (adequate for normal internet access, word processing, and use of e-mail. In some cases, shared access to personal computers may be adequate.)	

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

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

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

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

Section 9. Faculty Workload/Work Distribution

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

Tenure Track and Non-Tenure Track faculty members will not be assigned unreasonable or excessive workload. The University and the Association recognize that the distribution of work may vary across disciplines and academic units as well as during different stages of a faculty member's academic career. Additionally, the work of tenured/tenure track and non-tenure track instructional and research faculty may differ with respect to teaching, service, and research.

Faculty members are encouraged to balance their work so as not to overload themselves. Faculty members who believe that their workload has become excessive are encouraged to work with their Department Chairs (or equivalent) to review their workload. The review of workload can include the many factors related to the instructional assignment(s), such as the appropriate or established pedagogy of assigned courses, course modalities, and tailored or specialized supports of student success. Specific indicators of unreasonable or excessive workload for a faculty member may include, but are not limited to:

- Teaching assignments, which could include by-arrangement courses, that adversely impact the faculty member's ability to fulfill their research and scholarship, service, and/or community outreach commitments.
- Service obligations, assigned by the Chair (or equivalent), that impact the faculty member's ability to perform other responsibilities of their position, or for non-tenure track instructional faculty members, service obligations that exceed the service requirements in the member's appointment letter without a reduction in teaching.
- Research-related activities that impact the faculty member's ability to fulfill their teaching or service responsibilities, if applicable.
- Research-related activities consistently requiring effort exceeding the FTE in the non-tenure track research faculty member's appointment letter.
- Developing or redesigning programs or courses on top of the member's regular workload without a reduction in other responsibilities.
- Supervising a larger than usual number of thesis, exam, dissertation, or field experiences.

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

- (a) A meeting will take place within a reasonable period (approximately 15 working days) of faculty member's request to meet. The meeting will include a discussion about workload and priorities with a goal of a shared understanding of the member's workload and work distribution.
- (b) The conversation shall be documented in a written statement with any adjustment to workload and work distribution specifically noted. The supervisor will create the

document, with input from the faculty member. The faculty member and the department chair may get input about the written document from the Association and OAA.

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

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

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

In the event of multiple issues arising under this Section from any particular University unit, the parties agree to discuss such issues in the Labor Management Committee. The Labor Management Committee will monitor the workloads in that unit for 18 months, or another period based on mutual agreement.

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

Section 10. Per Diem Travel Policy

- (a) PSU-AAUP-represented employees who are traveling as part of a Federal grant or contract shall be reimbursed for per diem based on the actual time they departed and the actual time they arrived home or as stipulated by the grant or contract.

- (b) PSU-AAUP-represented employees who travel for any other work-purpose shall continue to be reimbursed for partial day per diem at the rate of 75% per travel day.

Section 11. Online Leave Reporting System

- (a) Members must report leave used.
- (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. 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 13. 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.
3. Ongoing or temporary arrangement.
4. Examples: Working from home on a set schedule (i.e. last Friday of the month); Hired to work from out-of-state location; Working from home to accommodate temporary medical condition.

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

(c) Exceptions to Remote Work Agreements:

1. Occasionally, or permanently working from a location owned by PSU (i.e., Salem location)
2. Attending and working at a conference or training hosted at non-PSU location.
3. Fulfilling on-call or off-hours work obligations as part of job (i.e., responding to urgent issues from off-campus)
4. It is an accepted practice for teaching and research faculty to carry out their work with varied schedules on campus and at alternate locations. Normally, a formal remote work agreement will not be required for faculty unless the normal work assignment is consistently at an alternate location (i.e., not the standard assigned office).
5. On occasion, a department may also determine that employees may need to work at alternate worksites for a short period of time to accommodate unusual circumstances, such as a brief office closing for renovations or relocation. In such cases, the formal telecommuting agreement is not required, but should be documented for department files by memorandum or email, specifying work expectations and duration.

(d) Remote Work Agreements Requirements and Eligibility

1. [A remote work agreement](#) is required for members to work outside of the office on a routine basis, temporary arrangements, or occasional work arrangements.
2. An AAUP bargaining unit member whose work does not require face-to-face interaction, or for which that interaction may be scheduled, may be eligible to work remotely. Tasks

that benefit from uninterrupted work time are suitable for remote work. Such tasks include writing, editing, reading, analysis, design work, computer programming, word-processing and data entry.

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

(e) Remote Work Application Process

1. Employee discusses their request to work remotely with their supervisor.
2. Employee completes the [PSU Remote Work Agreement](#) (On PSU HR website).
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)

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

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

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

Section 4. Portland Streetcar

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

Section 5. Transit between Worksites

- (a) The University shall provide members who require access to the Portland Streetcar to transit between worksites a Streetcar-only transit pass at the University's expense.
- (b) To obtain the pass, the member shall bring a letter from their supervisor explaining their need for the transit pass to PSU Transportation and Parking Services.
- (c) The Streetcar-only transit pass shall be valid until the end of the current academic year.
- (d) A new letter acknowledging the need for the transit pass shall be submitted each academic year.

(e) The University shall create an online process for members to obtain a Streetcar-only transit pass for transit between worksites by December 31, 2021.

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

Article 26. UNIVERSITY CLOSURES

In the event the University campus is closed due to inclement weather or short-term hazardous or emergency conditions, members who are scheduled to work on campus on the day of the closure will not be expected to report for work. Employees who normally work on campus may work remotely with supervisor approval or may be directed due to a critical, time sensitive University need, i.e., provision of vital student services or to meet a financial deadline. These members will be paid as though they had worked their normal schedule on such days of closure, understanding that teaching and research faculty use professional discretion to carry out their work under varied schedules and sometimes at alternate locations. It is recognized that members may be required to report for work to support essential functions of a research lab, project, or experiment.

Members who are scheduled to work remotely on the day of the closure will be expected to report to work unless otherwise determined through a discussion with their supervisor. Members shall take any previously approved leave that is scheduled on a day of campus closure.

IV. DISPUTE RESOLUTION—Articles 27 - 28

Article 27. IMPOSITION OF PROGRESSIVE SANCTIONS

Section 1. Just Cause

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

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

Section 2. Progressive Imposition of Sanctions: Sanctions Available

- (a) Bargaining unit members have the right to request the presence of the appropriate Association representative at any meeting that is or becomes an investigatory meeting that might result in sanction. When a bargaining unit member makes a request for the presence of an Association representative, the University has three options:
 - 1. It can stop questioning until the representative arrives; or,
 - 2. It can cancel the meeting; or,
 - 3. It can tell the bargaining unit member that it will call off the meeting unless the bargaining unit member voluntarily gives up his/her rights to an Association representative.

- (b) The parties agree that sanctions, when imposed, will progress from minor to severe for repeated failure to meet professional obligations. However, in some circumstances, actions or omissions, which have resulted or will, result in irreparable harm to the academic community or members thereof, may require the imposition of severe sanctions in the first instance. Sanctions shall include oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, denial of salary increase, suspension without pay, denial of promotion, reduction in pay, reduction in rank, and discharge.

Section 3. Procedures for the Imposition of Sanctions

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

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

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

1. Procedures for Paid Administrative Leave during an Investigation

- i. Definition

“Paid administrative leave during an investigation” means the placement of an AAUP represented employee on paid administrative leave when they are the subject of one of the following: (1) an administrative investigation by the University (such as by OGD, HR, or 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 purpose other than to seek a mutually acceptable agreement regarding paid administrative leave during an investigation or appropriate alternatives, or as needed to process grievances that arise out of the use of administrative leave, up to and including arbitration.
 - 7. The parties will discuss the concerns, and consider alternative options to address those concerns with the goal of avoiding paid administrative leave during an investigation whenever possible. Such options may include:
 - a. Requiring the employee to telecommute during the course of the investigation;
 - b. Temporary reassignment to other duties or other work locations;
 - c. Imposing temporary limitations on the employee's duties or authority; and

d. Other creative solutions proposed by the parties.

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

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

iii. Terms of Administrative Leave during an investigation

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

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

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

days of selection issue a report to the President stating whether in their opinion there is just cause to impose the sanction.

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

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

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

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

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

Article 28. RESOLUTION OF DISPUTES

Division A. EXPEDITED DISPUTE RESOLUTION

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

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

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

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

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

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

Division B. GRIEVANCES

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

Section 2. Resort to Other Procedures. If, prior to seeking resolution of a dispute by presenting a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter through the grievance procedures provided in University Standards

[577-041](#) or [580-021](#), the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to [Division C \(ARBITRATION\)](#) of this Article.

Section 3. Definitions.

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

Section 4. General Provisions.

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

Association and, where appropriate, the grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.

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

Section 5. Presentation of Grievances.

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

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

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

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

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

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

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

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

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

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

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

Division C. ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 29. PROCEDURE FOR TRANSFER OF TENURE HOME

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

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

Deans are not in agreement the recommendations from both Deans will be forwarded to the Provost.

- (h) The Provost will act on the request once receiving the Dean(s) and the departments' recommendations, and shall advise the faculty member, the Deans, and the departments of his/her decision in writing. In the case of a denial, the Provost shall specify the reason for her/his decision.
- (i) Should the request for transfer of tenure home be denied by the Provost, the faculty member may request reconsideration of the decision by the Provost within 20 business days of receipt of the denial. The faculty member may submit new materials for consideration. In addition to the submission of the request for reconsideration, the faculty member may seek a meeting with the Provost.
- (j) If the faculty member requests reconsideration, the Provost shall reconsider her/his decision and advise her/his decision within 10 days of the submission of the request for reconsideration, or the reconsideration meeting, whichever is later.

General Provisions

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

Article 30. SALARY AND RETIREMENT

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

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

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

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

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

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

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

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

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

Section 3. Cost of Living Adjustments

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

- (a) Bargaining unit members employed on January 1, 2025 on a 12-month basis, and those employed on February 1, 2025 on a 9-month basis, shall receive a percentage increase to their base pay, effective May 1, 2025, as follows:
 - 1. A 5.0% increase shall be applied to the first segment of the annual salary rate (1.0 FTE) of all members up to and including \$75,000; a 1.5% increase shall be applied to any segment above \$75,000 and up to and including \$100,000; a 0.5% increase shall be applied to any segment above \$100,000 and up to and including \$150,000; and no increase shall be applied to any segment above \$150,000.
- (b) Bargaining unit members employed on January 1, 2026 on a 12-month basis, and those employed on February 1, 2026 on a 9-month basis, shall, on these respective days, receive a 3.0% increase in base pay.
- (c) For the years 2027 and 2028, bargaining unit members employed on January 1 on a 12-month basis, and those employed on February 1 on a 9-month basis, shall, on these respective days, receive a pay increase as follows:

An increase to their base pay equal to the year-over-year percent change in the September CPI-U West published in October, provided that the percentage increase in CPI is not less than 1.75% or more than 3.5%. If the percentage increase in CPI is less than 1.75%, then the percentage increase in base pay shall be 1.75%; if the percentage increase in CPI is greater than 3.5%, then the percentage increase in base pay shall be 3.5%.

Section 4. Salary Adjustments

(a) Compression, Inversion and Equity Adjustments

1. For each of the years 2025, 2026, 2027, and 2028, the University will allocate \$445,000 to fund compression, inversion, and equity (CIE) salary increases for tenure-related academic-ranked faculty members.
2. For each of the years 2025, 2026, 2027, and 2028, the University will allocate \$225,000 to fund compression, inversion, and equity (CIE) salary increases for non-tenure track academic-ranked faculty members.

(b) Academic Professional Targeted Market Adjustments

1. For each of the years 2025, 2026, 2027, and 2028, the University will allocate \$225,000 to fund targeted market salary increases (TMIs) for Academic Professionals.

(c) The allocation amounts in Section 4(a) and 4(b) will be fully distributed to increase the FTE-adjusted salaries of eligible members. The Labor-Management committee will meet promptly following ratification of this Agreement to determine how the most recently deployed CIE and TMI models will be revised for the salary increases provided in this section. Increases will be calculated after the annual salary increases outlined in Section 3 (Cost of Living Adjustments) have been applied and will become effective on the following dates:

Fiscal Year Pool	12-month appt.	9-month appt.
2024-2025	July 1, 2025	September 16, 2025
2025-2026	July 1, 2026	September 16, 2026
2026-2027	July 1, 2027	September 16, 2027
2027-2028	July 1, 2028	September 16, 2028

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

(a) Effective May 1, 2025 for 12-month faculty with academic rank and effective May 1, 2025 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.	12-month appt.
Professor	\$ 106,758	\$ 129,084
Associate Professor	\$ 87,687	\$ 105,960

Rank	9-month appt.	12-month appt.
Assistant Professor	\$ 74,016	\$ 89,460
Teaching Professor	\$ 106,758	\$ 129,084
Associate Teaching Professor	\$ 87,687	\$ 105,960
Assistant Teaching Professor	\$ 74,016	\$ 89,460
Professor of Practice	\$ 106,758	\$ 129,084
Clinical Professor	\$ 106,758	\$ 129,084
Research Professor	\$ 106,758	\$ 129,084
Associate Professor of Practice	\$ 87,687	\$ 105,960
Associate Clinical Professor	\$ 87,687	\$ 105,960
Research Associate Professor	\$ 87,687	\$ 105,960
Assistant Professor of Practice	\$ 74,016	\$ 89,460
Assistant Clinical Professor	\$ 74,016	\$ 89,460
Research Assistant Professor	\$ 74,016	\$ 89,460
Senior Instructor II	\$ 72,621	\$ 87,768
Senior Instructor I	\$ 61,686	\$ 74,964
Instructor	\$ 54,117	\$ 66,024
Senior Research Associate II	\$ 67,032	\$ 81,120
Senior Research Associate I	\$ 61,902	\$ 75,216
Research Associate	\$ 59,274	\$ 72,168
Senior Research Assistant II	\$ 57,789	\$ 70,512
Senior Research Assistant I	\$ 55,044	\$ 67,200
Research Assistant	\$ 54,117	\$ 66,024

1. On January 1 of 2026, 2027, and 2028, the minimum salaries for faculty with academic rank will increase by an amount specified in [Sections 3 \(b\) and \(c\)](#) of this article. Prior to January 1 of each of these years, 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

(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 May 1, 2025:

Job Family/Career Track and Career Level	Minimum	Maximum
Academic Services		
Individual Contributor 1	\$ 55,992	\$ 83,808
Individual Contributor 2	\$ 59,352	\$ 96,564
Individual Contributor 3	\$ 64,752	\$ 113,328
Individual Contributor 4	\$ 73,428	\$ 135,768
Individual Contributor 5	\$ 88,128	\$ 163,008
Administrative Support		
Technical and Admin Support 1	\$ 54,072	\$ 71,496
Technical and Admin Support 2	\$ 56,880	\$ 83,808
Individual Contributor 1	\$ 54,072	\$ 71,496
Individual Contributor 2	\$ 56,880	\$ 83,808
Advising and Student Services		
Individual Contributor 1	\$ 54,072	\$ 71,496
Individual Contributor 2	\$ 56,880	\$ 83,808
Individual Contributor 3	\$ 63,816	\$ 96,564
Individual Contributor 4	\$ 68,316	\$ 113,328
Communications / Marketing		
Individual Contributor 1	\$ 54,072	\$ 71,496
Individual Contributor 2	\$ 56,880	\$ 83,808
Individual Contributor 3	\$ 63,816	\$ 96,564
Field, Research, and Outreach Services		
Individual Contributor 1	\$ 54,072	\$ 71,496
Individual Contributor 2	\$ 56,880	\$ 83,808
Individual Contributor 3	\$ 63,816	\$ 96,564
Individual Contributor 4	\$ 69,432	\$ 113,328
Fiscal Services		
Individual Contributor 1	\$ 56,880	\$ 83,808
Individual Contributor 2	\$ 62,700	\$ 96,564
Individual Contributor 3	\$ 68,316	\$ 113,328
Healthcare Administration		
Individual Contributor 1	\$ 54,072	\$ 71,496
Individual Contributor 2	\$ 56,880	\$ 83,808
Individual Contributor 3	\$ 62,700	\$ 96,564
Individual Contributor 6		
Psychology Resident	\$ 54,072	\$ 71,496
Clinical Social Worker	\$ 72,072	\$ 113,328

Job Family/Career Track and Career Level	Minimum	Maximum
Psychologist	\$ 83,400	\$ 135,768
Dentist	\$ 148,536	\$ 236,976
Physician	\$ 148,536	\$ 236,976
Legal and Compliance		
Individual Contributor 1	\$ 54,072	\$ 71,496
Individual Contributor 2	\$ 56,880	\$ 83,808
Individual Contributor 3	\$ 65,544	\$ 96,564
Attorney	\$ 72,072	\$ 113,328

On January 1 of 2026, 2027, and 2028, the minimum and maximum salary rates for Academic Professionals will increase by an amount specified in [Section 3\(b\) and \(c\)](#) of this Article. Prior to January 1 of these years, 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 6A. Promotion in Rank—Minimum Adjustments

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

Section 6B: Post-Tenure Review Salary Increase

The 1.0 FTE annual salary rate (ASR) of each tenured faculty member whose post-tenure review finds they meet standards, pursuant to the post-tenure review guidelines referenced in [Article 16](#) (POST-TENURE REVIEW), shall be increased by \$5,100. Post-Tenure Review salary increases will be effective September 16. This amount will remain the same for the duration of this contract.

Section 6C: Post-Continuous Appointment Review Salary Increase

Non-Tenure Track Faculty who meet the standards for their post-continuous appointment review will receive a \$2,500 increase to their 1.0 FTE ASR. Post-Continuous Appointment Review salary increases will be effective September 16. This amount will remain the same for the duration of this contract.

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 2025 shall be:

9-month appt.	12-month appt.
\$ 2,596	\$ 3,160

The minimum reassignment salary increase in 2026, 2027, and 2028 shall be the previous year's amount increased by the COLA percentage calculated in accordance with Section 3 (b) and (c) above. Prior to January 1 of these years, 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.

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

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

- (a) Transition from four-year cycle to three-year cycle for reviews conducted in 2024-25:

1. Academic Professionals who are in the fourth year of the four-year advancement process described in the 2021-2024 contract, and who have met the eligibility and evaluation standards outlined in Article 17 Section 6(b) for Academic Professional Advancement within a Job Level, shall receive a \$1,600 increase to their 1.0 FTE ASR effective July 1, 2025 (for those employed on a 12-month basis) and September 16, 2025 (for those employed on a 9-month basis).
2. Academic Professionals who are in the third year of the four-year advancement process described in the 2021-2024 contract, and who have met the eligibility and evaluation standards outlined in Article 17 Section 6(b) for Academic Professional Advancement within a Job Level, shall receive a \$1,200 increase to their 1.0 FTE ASR effective July 1, 2025 (for those employed on a 12-month basis) and September 16, 2025 (for those employed on a 9-month basis).
3. Academic Professionals who are in the second year of the four-year advancement process shall transition to the three-year program and shall be considered to have completed the first two of the three years. Those in their first year shall transition to the three-year program and shall be considered to have completed the first of the three years.

- (b) Starting in 2025-2026, Academic Professionals who have met the eligibility and evaluation standards outlined in Article 17 Section 6(b) for Academic Professional Advancement within a Job Level will receive a \$1,600 increase to their 1.0 FTE ASR. Academic Professional Advancement increases will be effective July 1 (for those employed on a 12-month basis) and September 16 (for those employed on a 9-month basis). This amount will remain the same for the duration of this contract.

Section 8. Sabbatical Pay

Nine-month academic-ranked faculty members on approved sabbatical leave will be paid as follows while on leave:

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

Twelve-month academic-ranked faculty members on approved sabbatical leave will be paid as follows while on leave:

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

Section 9. Notification

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

Article 31. INSURANCE

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

Article 32. LEAVES

Extended Contractual Leave:

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

[Section 2: Jury Duty Leave](#)

[Section 3: Court Appearance](#)

[Section 4: Military Leave](#)

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

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

[Section 7: Sabbatical Leave](#)

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

[Section 9: Workers Compensation](#)

Accrued & Paid Leaves:

[Section 10: Sick Leave](#)

[Section 11: Vacation Leave](#)

[Section 12: Holidays](#)

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

[Section 14: Oregon Paid Family and Medical Leave \(OR-PFML\)](#)

[Section 15: Donated Sick Leave Bank](#)

Accommodations:

[Section 16: Disability](#)

[Section 17: Religious](#)

[Section 18: Time off and Leaves Information on HR Website](#)

Section 1. FAMILY MEDICAL LEAVE ACT (FMLA)/OREGON FAMILY LEAVE ACT (OFLA)

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

- (a) The University will abide by [State](#) and [Federal](#) statutes concerning family/medical leave. Unless specified by this Collective Bargaining Agreement (CBA), employee eligibility and scope of leave will be determined by the criteria set forth in the state and [federal](#) laws.
- (b) To be eligible for FMLA, an employee must have worked for at least 12 months and have worked at least 1250 hours during the 12 months prior to the start of the FMLA leave. To be eligible for leave designated as OFLA, an employee must have worked for at least 180 days for a minimum of 25 hours a week prior to the beginning of the leave. For OFLA parental leave, the minimum hours are not required.

- (c) Eligible employees will be eligible for 12 weeks of protected leave for FMLA/OFLA qualifying circumstances. In some instances, an eligible employee may be entitled to more than 12 weeks if their FMLA/OFLA do not run concurrently or if leave is designated only as OFLA leave.
- (d) Employees are required to use [sick leave](#) and may use other forms of paid leave to which they are entitled under law or under the collective bargaining agreement, and/or the [Donated Sick Leave Bank \(DSLBB\)](#). However, an employee who is on approved FMLA/OFLA leave and is receiving short- or long-term disability benefits may but will not be required to use or exhaust sick leave.
- (e) During the period of FMLA and/or OFLA leave, the Employer's and the Employee's insurance contribution and retirement plan elections remain intact.
- (f) Leave reasons that qualify under the FMLA/OFLA programs include:
 - 1. Parental leave upon the birth, adoption, or foster placement of a child
 - 2. Leave to care for a bargaining unit member's own serious health condition.
 - 3. Leave to care for a family member, as defined under FMLA and OFLA, with a serious health condition.
 - 4. Pregnancy disability leave. Leave taken by an employee for an incapacity due to pregnancy or childbirth, occurring before or after the birth of the child, or for prenatal care.
 - 5. Sick child leave ([OFLA](#) only). Leave to care for your child with an illness or injury that requires home care but is not serious.
 - 6. Military Caregiver Leave
 - 7. Military Exigency Leave
 - 8. Bereavement leave-Leave after the death of a family member
- (g) HR will ensure, as reasonably possible, that accurate and complete information about the leaves allotment under these laws will be up to date on the HR website.
- (h) Further, the bargaining unit member shall give written notice to Human Resources as soon as possible and/or at least thirty (30) days prior to leave; exceptions are recognized as per statute. The notice shall include the date the leave begins and expected ending date, and the current and future bargaining unit member responsibilities affected. Human Resources will notify the member's direct supervisor regarding the leave. Human Resources will notify

the bargaining unit member and supervisor within five (5) business days after the request or designation is made.

- (i) From time to time, a faculty member may qualify to take advantage of the provisions of the FMLA and/or OFLA. Time granted for family or medical leave shall not be considered continual service to the University for purposes of promotion, milestone, or tenure timelines.
- (j) A faculty member on annual tenure or in a continuous appointment-eligible position who wishes to extend the probationary period must obtain written certification of eligibility for family or medical leave from the University benefits officer.
- (k) At the request of a faculty member eligible for family or medical leave, the University will consider entering into a special agreement (a tenure or continuous appointment clock adjustment) to extend the probationary period for up to one year before mandatory consideration for indefinite tenure or continuous appointment is given.
- (l) Employees who wish to take leave to take care of a partner or sibling who has a serious health condition, and who otherwise would not be eligible for FMLA or OFLA leave due to the limited definition of "family member," will be entitled to take 12 weeks of protected leave under this contract. A person taking leave under this article will continue to have all benefits to the extent possible under PEBB and relevant OARs and all job protections, the same as which is provided under FMLA and OFLA leave. Members taking leave under this provision will have priority access to the [DSL](#) once their accrued paid leave is exhausted.
- (m) Bereavement Leave
 - 1. Bargaining unit members will be eligible for two weeks bereavement leave upon the death of a loved one as soon as employment begins. When possible, leave will be designated as OFLA bereavement leave.
 - 2. When bereavement leave is approved but is not designated as protected OFLA leave, the employee retains the same job protections and benefits as provided under OFLA. If necessary, an employee may request to use additional leave and/or use their PSU Bereavement leave outside the 60-day window up to 1 year from the date of the death. These requests are subject to departmental approval.
 - 3. For the purposes of PSU Bereavement leave, immediate family is defined by the PSU Sick Leave Policy. Employees will be eligible for bereavement leave for the death of anyone outside of the "family member" definition in the PSU Sick Leave Policy, referenced in Section 10 of this Article, upon self-certification.

Section 2: JURY DUTY

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

Section 3: COURT APPEARANCES

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

Section 4: MILITARY LEAVE

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

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

Section 5. PERSONAL/DISCRETIONARY LEAVE

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

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

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

Section 6. PROTECTION FOR MEMBERS FACING DOMESTIC VIOLENCE, SEXUAL ASSAULT, ASSAULT, STALKING OR HARRASSMENT

- (a) Bargaining unit members who are victims of domestic violence, sexual assault, stalking, or harassment, or are the parent/guardian of a minor child or a dependent who is a victim of domestic violence, sexual assault, stalking, or harassment, will be eligible for reasonable leave and reasonable safety accommodations pursuant to [ORS 659A.270](#)- ORS 659A.290.
- (b) Pursuant to [ORS 659A.272](#), eligible employees may take leave, for themselves or for their minor child or dependent, for the purpose of seeking legal or law enforcement, medical treatment, counseling, to obtain services from a victim services provider to relocate or take other steps to ensure health and safety.
- (c) Pursuant to [ORS 659A.290\(a\)](#), reasonable safety accommodations may include, but is not limited to, a transfer, reassignment, modified schedule, unpaid leave from employment, changed work telephone number, changed work station, installed lock, implemented safety procedure or any other adjustment to a job structure, workplace facility or work requirement in response to actual or threatened domestic violence, harassment, sexual assault, or stalking.
- (d) Employees who are victims of domestic violence, harassment, sexual assault, or stalking, and/or are the parent/guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, or stalking, and who are requesting leave for purposes

as provided under the law, such as seeking legal or law enforcement assistance, medical treatment, counseling, to relocate or take other steps to ensure health and safety, are entitled to 160 hours of paid leave in each calendar year. Leave with pay is in addition to any vacation, sick, or other form of paid leave available to the employee. An eligible employee must exhaust all other forms of paid leave before using the paid leave provided for under this section.

- (e) The process to seek accommodations or leave under this section will be outlined on the HR website.
- (f) Employees facing pressure as outlined in [Article 24, Section 13](#), may also seek accommodations outlined in this section, but will be subject to department approval.

Section 7. SABBATICAL LEAVE

Part 1: *Purpose of Sabbatical Leave*

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

Part 2: *Eligibility for Sabbatical Leave*

- (a) A member appointed at 0.5 FTE or more, with the rank of Senior Instructor I, Senior Instructor II, Assistant Professor, Associate Professor, Professor, Assistant Professor of Practice, Associate Professor of Practice, Professor of Practice, Assistant Teaching Professor, Associate Teaching Professor, Teaching Professor, Research Associate, Senior Research Associate I or Senior Research Associate II may be considered for sabbatical leave if conditions (a)1, and either (a)2 or (a)3 are met:
 - 1. Beginning in the first academic year of tenure, continuous appointment, or the 7th year of a research appointment
 - 2. The member has been continuously appointed at PSU without interruption by a sabbatical leave for 18 academic quarters (excluding Summer Session) or, in the case of 12-month faculty, 72 months.

3. The member has accumulated the equivalent of 6.0 FTE years at PSU over an indefinite period of 9-month or 12-month appointments uninterrupted by a sabbatical leave.
- (b) Non-tenure track instructional faculty employed on annual contracts pursuant to [Article 18 Section 2](#), and non-tenure track instructional fixed term faculty members employed pursuant to [Article 18 Section 3](#) are not eligible for sabbatical.
- (c) For purposes of determining eligibility under this section, authorized leave of absences (except sabbatical leave) do not constitute a break of service. An authorized leave of absence does not prejudice the member's eligibility for sabbatical leave. A one-year period of appointment at less than 0.5 FTE will count as a period of accumulated service for purposes of the time requirement for sabbatical eligibility.
- (d) Members may be considered for subsequent sabbatical leaves after again satisfying the conditions specified in paragraphs (a)(1) and either (a)(2) or (a)(3) above. Cases involving mixed terms of service may be adjusted by the President or the President's designee, in accordance with the principles set forth in Parts 1 and 2 of the Sabbatical Leave section.
- (e) A member who has more than ten (10) years continuous full-time service since the last sabbatical leave may be given highest priority for the award of sabbatical leave.
- (f) If split sabbaticals are approved, eligibility for sabbatical shall be calculated as if the terms of leave were taken consecutively starting with the first term of the sabbatical.
- (g) For the University's convenience, and at the initiative and sole discretion of the University, a sabbatical leave may be delayed by up to two years. In such instances, the member will become eligible for a succeeding sabbatical leave after an equivalently reduced period of years. This section applies to a maximum of 14 consecutive years, covering two possible sabbatical leaves. The same agreement may be negotiated for University convenience in subsequent 14-year periods.
- (h) Sabbatical leave privileges may be granted to employees in special positions of responsibility and trust, even though they do not hold academic rank. Eligibility for this class of employees will be determined in the manner described in subsection (a) above. Recommendations for sabbatical leave for such members not otherwise qualified may be made in exceptional cases only at the discretion of the President or the President's designee.
- (i) For purposes of determining eligibility for sabbatical leave, time spent on an authorized military leave from the University shall be considered as institutional service.

Part 3: Salary during Sabbatical Leave

- (a) Salary under Part 2(a)(2) of this Leave Section shall be the percentage provided in [Section 8 of Article 30 \(SALARY AND RETIREMENT\)](#) of the member's annual rate multiplied by the average FTE at which the member was appointed during the 6.0 FTE years immediately prior to the sabbatical leave. The President or President's designee shall have the authority and discretion to interpret special circumstances in this regard. For purposes of this subsection, eligibility years are the 18 academic quarters (excluding Summer Session) or in the case of 12-month faculty, 72 months of continuous employment at half-time or more that result in the member's eligibility for sabbatical leave.
- (b) Salary under Part 2(a)(3) of this Leave Section shall be the percentage provided in [Section 8 of Article 30 \(SALARY AND RETIREMENT\)](#) of the member's annual rate in effect at the time the sabbatical leave begins.
- (c) If during the period of sabbatical leave the University allocates salary increases to members, the annual rate of the member on sabbatical leave will be increased by the appropriate amount effective on the date that the salary increase was granted.
- (d) Members on sabbatical leave may supplement their sabbatical salaries to a reasonable degree, provided that such supplementation strictly conforms to the stated and approved purposes of the sabbatical leave.

Part 4: Procedures Related to Sabbatical Leave

- (a) Sabbaticals are a privilege, not a right. The University shall fairly consider all sabbatical requests, including any request to split a sabbatical over more than one academic year. In cases where it is necessary to choose between several applications for sabbatical leave from the same department or unit, preference will not be given based on salary.
- (b) An application for sabbatical is to be submitted to the relevant Dean's office pursuant to the deadlines established and posted by the Dean's office. The Dean is to provide notice of the Dean's decision to the faculty member, department chair and the Office of Academic Affairs (OAA) and submit any approved sabbatical applications to Human Resources (HR) no later than one term prior to the start of the sabbatical.
- (c) Deans may consider how sabbatical leaves for associate professors contribute to their advancement to the rank of full professor.
- (d) If a request for a sabbatical is denied by the Dean, the member may appeal that decision to the Provost. The member should include in the appeal a rationale for the

appeal and a description of the negative impact of the denial.

- (e) Faculty members must submit Sabbatical Leave Reports of Accomplishments, due midway through the term of return to the relevant Department Chair with a copy to the Dean.

Part 5: *Obligation to Return Following Sabbatical*

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

Section 8. CAREER DEVELOPMENT LEAVE

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

Section 9. WORKERS COMPENSATION

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

Section 10. SICK LEAVE

- (a) Portland State University (PSU) provides eligible employees with paid sick leave in accordance with [State](#) and Federal laws, [University policy](#) and Collective Bargaining Agreements (CBA). In the event of any conflict between this policy and applicable State and/or Federal law, University Policy or Collective Bargaining Agreement, the policy or law that is most generous to the employee will take precedence.
- (b) The purpose of sick leave is to make paid sick leave available to employees as needed to guard against loss of earnings due to illness. This policy is also intended to ensure compliance with relevant laws, including SB 454 ([Oregon Paid Sick Time law](#)), the [Oregon Family Leave Act \(OFLA\)](#), the [Family Medical Leave Act \(FMLA\)](#), and the Americans with

Disabilities Act (ADA), University policies and CBAs governing the use of protected unpaid sick time and the accrual and use of paid sick leave. Further, this policy establishes paid sick leave accrual, use, and reporting standards and processes.

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

(c) Borrowing Unearned Sick Leave

Available to unclassified employees employed at 0.50 FTE or more on a 12-month or 9-month benefits-eligible appointment. This sick leave advance program is intended to provide salary continuance for up to 90 calendar days of absence due to illness by using a combination of accrued and advance sick leave. Benefits eligible unclassified employees may utilize unearned paid sick leave in accordance with the terms on the HR website:

(d) Prohibition on Discrimination

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

Section 11. VACATION LEAVE

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

- (a) 12-month members who are eligible for vacation accrual will accrue 15 hours per month; prorated for less than 1.0 FTE employees based on actual hours worked. Vacation accruals and personal leave days are available for use after the employee has met a six-month wait period. During the wait period, vacation hours accrue as outlined above but are not available for use until the seventh month of employment.
- (b) Unclassified employees may accrue no more than 260 hours. Any accrued vacation leave in excess of this cap will be lost.
- (c) An employee who separates from PSU employment before completing the six-month wait period receives no vacation and is not eligible to receive a vacation payout of the accrual. Unclassified employees who have satisfied the wait period and later separate employment are subject to a maximum payout of their balance at separation of up to 180 hours.
- (d) Vacation time off is generally scheduled in advance cooperatively with the approval of the employee's supervisor. Members should consult with their supervisor for procedures related to scheduling and tracking vacation.

Section 12: HOLIDAYS

- (a) The following holidays shall be recognized and paid for at the regular straight time rate of pay:
1. New Year's Day
 2. Martin Luther King, Jr. Day
 3. Memorial Day
 4. Juneteenth Day
 5. Independent Day
 6. Labor Day
 7. Veteran's Day
 8. Thanksgiving Day
 9. Day After Thanksgiving
 10. Christmas Day
 11. Special Day
- (b) Benefits eligible Unclassified employees who are employed at 0.50 FTE or more on a 12-month appointment are eligible for holiday pay.
- (c) Full time employees receive eight (8) hours of holiday pay for recognized holidays. Part time and hourly employees receive a prorated share of the eight (8) hours based on their FTE percentage.
- (d) Eligibility for holiday pay begins with date of hire and is available for use immediately.
- (e) Special Day: The University has discretion to grant 12-month unclassified employees an additional day of paid leave (8 hours for full time and pro-rated for part-time employees), referred to as the Special Day.
- (f) Scheduling use of a granted Special Day must be done in advance cooperatively with the approval of the employee's supervisor. This leave must be used in a single block of time during the fiscal year (July 1 to June 30). Time off for this day should be scheduled in such a manner as to minimize the disruption to the operations of the department and organization, within reasonable supervisory discretion. Each department may establish guidelines for employees in addition to this in order to meet customer service and operational needs of the department. If the requested Special Day is not available to an employee, the employee may request to take the Special Day on another Day.
- (g) Whenever a holiday falls on a Sunday, the following Monday will be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
- (h) The President may declare additional days to be paid holidays when doing so is in the best interests of the University.

Section 13: DISABILITY INSURANCE

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

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

Section 14. OREGON PAID FAMILY AND MEDICAL LEAVE (OR-PFML)

To reduce the financial impact of illness or injury for PSU employees, the State of Oregon created a mandatory leaves benefit program called the Oregon Paid Family and Medical Leave program (OR-PFML), also known as Paid Leave Oregon, in 2019. OR-PFML provides income protection during periods of protected leave, including family leave, medical leave, and safe leave. The OR-PFML program, administered by a third-party administrator (TPA), will apply to all members of the AAUP bargaining unit as identified in Article 1 (Recognition) of the PSU-AAUP/PSU Collective Bargaining Agreement (CBA), subject to the following.

- (a) The paid leave benefits provided by that plan will be equal to or greater than those provided by the state-administered plan. The cost to provide the benefits will not exceed that which is identified in the Paid Leave Oregon law, currently at one (1.0%) percent payroll deduction. For the remainder of the current Collective Bargaining Agreement between PSU and PSU-AAUP, the University will contribute forty (40%) percent and the employee will contribute sixty percent (60%).
- (b) The TPA will make eligibility and benefit determinations in accordance with State law and the TPA plan documents. Bargaining unit members who receive Paid Leave Oregon OR-PFML benefits from the University's TPA, but who do not receive 100% of their average weekly wages as defined by State law and TPA plan documents ("average weekly wages"), may, if the employee chooses, use appropriately qualifying accrued paid leave hours (e.g., paid sick time or any other applicable paid leave available to the bargaining unit members) to make up the difference between their PFML benefit amount and their average weekly wages as determined by State law and the TPA plan documents.
 - 1. Bargaining unit members will retain eligibility to access the Donated Sick Leave Bank (DSLb) while they receive PFML benefits from the University's TPA. Withdrawals from the DSLb provide the opportunity to receive not more than 100% of their average weekly wages for the duration of a PFML/FMLA/OFLA qualifying event.

2. Any bargaining unit member who exhausts their sick leave accruals and their DSLB allotment may borrow unearned sick leave in accordance with the University Sick Leave Policy.
- (c) To the extent required by OR-PFML (Paid Leave Oregon) law, applicable provisions of the CBA, and State laws regulating employee benefits, bargaining unit members accessing the OR-PFML program who use appropriately qualifying accrued paid leave hours to make up the difference between their OR-PFML benefit amount and their average weekly wages amount will continue to have their non-PFML leave gross wages accrue all benefits to which they are eligible (e.g., accrued sick).
- (d) At least annually, and prior to the implementation of the OR-PFML program, the University will provide employees with resources related to the OR-PFML program and how it interacts with other benefits offered to employees.
- (e) Employees in need of protected leave (i.e., FMLA, OFLA, PFML, etc.) are encouraged to reach out to their University Human Resources and/or Benefits Office for guidance.
- (f) Any changes in the state required contribution will require negotiations as outlined in the expedited 90-day bargaining process through Oregon's Public Employee Collective Bargaining Act (PECBA).

Section 15. DONATED SICK LEAVE BANK ("DSLБ")

- (a) The University and PSU-AAUP will partner to maintain a DSLB for bargaining unit members. Bargaining unit members who participate in the DSLB may withdraw sick leave from the DSLB as provided in this Section.
- (b) All current bargaining unit members will be automatically enrolled in the DSLB on November 1, 2021, and then November 1 of each subsequent year.
- (c) New bargaining unit members will be provided information regarding the DSLB at the time that they are provided other information regarding employee benefits.
- (d) New hires will be able to draw from the bank from the time of hire. No contribution will be necessary until the earlier of the time they access the bank or at the next opt out period.
- (e) Bargaining unit members who do not wish to remain enrolled in the DSLB may opt out between October 1 and October 31, 2017, and then during each subsequent year between October 1 and October 31 (the annual open enrollment period). A participating member who does not affirmatively opt out of the DSLB during the annual open enrollment period will be automatically renewed as a participant in the DSLB and will be subject to assessments and special calls as provided below.

- (f) Upon enrolling in the DSLB, a bargaining unit member irrevocably pledges up to seven (7) sick leave hours of the member's accrued sick leave for contribution to the DSLB, regardless of the member's FTE, plus any annual assessments described below, if required. The annual irrevocable pledge is subject to annual review and may be revised as per (i) below. If the bargaining unit member does not have the requisite hours at the time of enrollment, the enrollment will be held open and will be implemented as soon as the bargaining unit member has sufficient sick leave to enroll.
- (g) Bargaining unit members shall receive acknowledgement of each donation made to the DSLB, and each allocation received from the DSLB within 20 working days of the donation or allocation.
- (h) A bargaining unit member who participates in the DSLB may withdraw and use sick leave from the DSLB as follows:
 - 1. The member must have exhausted all of his/her own accrued sick leave.
 - 2. The DSLB may be used to provide the member with paid time off during any leave that qualifies under FMLA, OFLA, the Americans with Disabilities Act (ADA), or the University standards governing use of sick time (former OAR 580-021-0040), including maternity leave or paternity leave upon the addition of a child to the member's family (whether by birth, adoption or otherwise).
 - 3. A member must request use of leave from the 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.

In addition, a member who is using the OR-PFML program will also have access to an additional 20 working days of DSLB leave when they are receiving benefits under OR-PFML for the purpose of supplementing their paid leave benefit to "top off" the paid leave benefit up to their base compensation based on their FTE.

- 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 16: DISABILITY ACCOMMODATIONS

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

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

Section 17: RELIGIOUS ACCOMMODATIONS

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

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

Section 18. TIME OFF AND LEAVES INFORMATION ON HR WEBSITE

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

Article 33. CAREGIVER RECOGNITION AND SUPPORT

Section 1. Purpose

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

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

- (a) This Agreement contains several provisions that individuals who have caregiving duties can use to help balance their work and caregiving duties. For ease of reference, these articles are listed below, and in some instances, examples are included to illustrate how members can use these agreements to balance their work and caregiving needs (examples are illustrative only and may or may not be relevant to every member or applicable to every caregiving situation):
1. [Article 16 \(POST-TENURE REVIEW\), Section 6](#), Deferral of Post-Tenure Review (PTR): 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 or continuous appointment clock adjustment may be requested to extend the probationary period for tenure or milestone reviews 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 considered when scheduling mandatory departmental/unit meetings. For example, supervisors of employees with school-aged children may choose to schedule required department/unit meetings during typical school hours (9:00 am to 3:00 pm) when it does not conflict with operational efficiencies/needs.

- (b) When an employee's caregiving responsibilities conflict with department/unit meetings, in addition to obtaining any leave and/or accommodations that may be available under the University's various programs, the employee may communicate the concern about the conflict to their supervisor, and the supervisor will give meaningful consideration to those needs. If compelling and unforeseen caregiving needs arise, employees may request to participate in or attend required meetings remotely.
- (c) Department Chairs (or chair equivalents) will, as feasible, consider the expressed caregiving needs of a member when scheduling the days, times, and modalities of courses while also considering students', departmental, and University needs.

Section 4. Caregiving Navigation Resources

The University and Association recognize that finding caregiving resources can be a difficult and time-consuming process for those who have caregiving responsibilities and jointly agree to refer this issue to the Presidential Caregiver Advisory Committee. For the duration of this Agreement, bargaining unit members will have access to an online caregiver navigation service; however, at the University's discretion, the University may instead hire an employee to provide caregiver navigation services to substitute for the online service.

Section 5. Family Friendly Fund

- (a) There is established a fund, the Family Friendly Fund, to support members of the AAUP with caregiving needs. Monies in this fund may be allocated to mitigate the impacts of University travel, professional development, and other work-related activities. Monies in this fund may also be available to offset costs for those members with ongoing caregiving responsibilities. Members may apply to use the fund one or more times under a process established by AAUP with OAA, and with AAUP approving individual applications for use of the funds (subject to University processes such as payroll, etc.). Monies distributed to the employee are subject to taxation. Any unused portion of the Family Friendly Fund will be rolled over to the next fiscal year.
 - For fiscal year 2024-2025, the University allocated \$175,000 for the Family Friendly Fund.
 - For fiscal year 2025-2026, the University will allocate \$175,000 for the Family Friendly Fund.
 - For fiscal year 2026-2027, the University will allocate \$175,000 for the Family Friendly Fund.
 - For fiscal year 2027-2028, the University will allocate \$175,000 for the Family Friendly Fund.

Article 34. MEMBER NOTIFICATION

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

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

Article 35. PERSONNEL FILES

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

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

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

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

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

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

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

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

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

Article 36. OUTSIDE EMPLOYMENT

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

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

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

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

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

Article 37. HUMAN RESOURCES INFORMATION SYSTEM IMPLEMENTATION

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

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

Article 38. Unused

[Article intentionally left blank.]

Article 39. POSTDOCTORAL SCHOLAR PROGRAM

(a) Research and Graduate Studies (RGS) will develop and implement a [Postdoctoral Scholar Mentorship Program](#) and will clearly communicate the expectations for all participants on a regular basis.

(b) Impacts of Postdoc Classification Implementation on Non-Tenure-Track Research Faculty Members.

1. PSU will create and implement the postdoctoral scholar classification.
2. When it is implemented, AAUP and PSU agree no employee in the Research Assistant or Research Associate classification and rank who is employed on the date this Agreement is signed will be required to change their classification and rank as a result of the implementation of PSU's Postdoctoral Scholar Mentorship Program.
3. AAUP and PSU agree when a current employee in the Research Assistant or Research Associate classification and rank applies for and accepts a new/different position at PSU that is classified and titled as a postdoctoral scholar position, they may only apply for and accept the new position as a postdoctoral scholar. A "new position" is one that is supported by a different source of funding (new or different grant funding source) or a different Principle Investigator (PI, faculty member), and the position was advertised as a postdoctoral scholar position.

(c) Impacts of Postdoc Classification Implementation on Tenure-Track Faculty Members.

1. PSU and AAUP agree that the duties and expectations outlined below are part of tenure-track faculty members' current duties and responsibilities as outlined in [Article 4 Responsibilities of the Members](#) and each faculty member's Notice of Appointment and Supplemental Letter.
2. RGS, in cooperation with other units across campus and with our partner institution OHSU, will create and implement postdoctoral scholar training and education activities that will augment the discipline-specific training provided by their faculty mentors.
3. Responsibilities of Faculty Members who Supervise Postdoctoral Scholars
 - i. Faculty members who hire postdoctoral scholars agree to participate in the [Postdoctoral Scholar Mentorship program](#).
 - ii. Faculty members are expected to obtain and provide the funding for each postdoctoral scholar position and participate in good faith in and comply with the requirements of the Post-Doctoral Scholar Mentoring Program.

- iii. Faculty members are expected to engage in hiring, training, and mentoring activities with each postdoctoral scholar they hire. Such activities include, but are not limited to:
 - a. Faculty members, in collaboration with each postdoctoral scholar, must complete an annual [Individual Development Plan \(IDP\)](#) for the postdoctoral scholar, and submit a year-end report on the progress of the IDP to RGS.
 - b. Faculty members must make a good faith effort to support and implement each postdoctoral scholar's IDP.
 - c. Faculty members must participate in an initial mentor training for PIs, and then on a recurrent basis as requested by RGS.

VI. TERMS OF THE AGREEMENT—Articles 40 - 46

Article 40. NOTICES AND COMMUNICATIONS

The University shall provide written notice to the Association of any decision or effects of a decision that changes “employment relations” as defined by [ORS 243.650\(7\)\(a\)](#) and that impacts a mandatory subject for negotiations. “Employment relations” includes, but is not limited to, matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment. The University will provide written notice to the Association prior to the implementation of the decision and in advance of the anticipated change to allow the required period of expedited negotiations as per [ORS 243.698](#).

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

For the Association:

General	Executive Director
Portland State University Chapter American Association of University Professors c/o Portland State University Post Office Box 751 Portland, Oregon 97207	Executive Director, Contract Enforcement & Bargaining PSU-AAUP PO Box 751 Portland, OR 97207 aaup@psuaaup.net

For the University:

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

Article 41. INDEMNIFICATION

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

Article 42. SEPARABILITY

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

Article 43. TOTALITY OF AGREEMENT

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

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

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

Article 44. Unused

[Article intentionally left blank.]

Article 45. NEGOTIATION OF SUCCESSOR AGREEMENT

The parties will confer prior to February 28, 2028 regarding the timing and scheduling of successor bargaining.

The first bargaining session for the negotiation of the successor Agreement shall begin no later than May 31, 2028, or such date thereafter as may be mutually agreed upon by the parties. At the first scheduled bargaining session, or no later than 14 days thereafter, each party shall submit to the other a written list of all articles proposed for modification or new topics to be discussed in the Successor Agreement. Those sections of this Agreement not identified in the written list to be opened or subsequently modified by mutual agreement shall automatically be included in the Successor Agreement.

Article 46. TERM OF AGREEMENT

This Agreement shall be in effect from the date of ratification by both parties, or as expressly provided in this Agreement, through November 30, 2028. The economic provisions of this Agreement will be frozen at the levels that were in effect on the date that notification is received until either an agreement on revised economic provisions is reached or the statutory bargaining process is concluded.

SIGNATURE PAGE

For the University	For the Association
<hr/>	<hr/>
Chris Monsere Vice Provost for Faculty Success	David Kinsella Vice President for Collective Bargaining
<hr/>	<hr/>
Leroy Bynum	David Hansen
<hr/>	<hr/>
Ramon Diaz	Aleksandar Jokic
<hr/>	<hr/>
Carol Hawkins	Jamie Jones
<hr/>	<hr/>
Amy Mulkerin	Karen Kennedy
<hr/>	<hr/>
Cyndi Starke	Briyn Lally
<hr/>	<hr/>
Krista Stearns	Anh Ly
<hr/>	<hr/>
Dana Tasson	Leanne Serbulo
<hr/>	<hr/>

APPENDIX A: PAYROLL DEDUCTION/MEMBERSHIP APPLICATION

Payroll Deduction Authorization/ Membership Application

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

Department: _____

PSU ID: _ _ _ _ _

Date of Hire: _____

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 <small>(SIGN BOTH SIGNATURE LINES)</small>	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 _____ <small>Signature of Member REQUIRED Date</small></p> <p style="text-align: center; background-color: #d3d3d3; margin: 10px 0;">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 _____ <small>Signature of Member REQUIRED Date</small></p>	<p>OR</p>	<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>_____ <small>Signature of Voluntary Representation Fee Payer Date</small></p> <p>Truncated form</p>

APPENDIX B: CONTRACTUAL GRIEVANCE

Date:

Name:

Association Representative:

Department:

Mailing Address:

Provision of the Agreement allegedly violated:

Article:

Section:

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

Remedy sought:

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

Signature _____ Date _____

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

APPENDIX C: GRIEVANCE—REQUEST FOR REVIEW

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

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

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

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

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

APPENDIX D: NOTICE OF INTENT TO ARBITRATE

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

_____, dated _____,

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

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

Signature _____ Date _____

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

I hereby authorize the Association and the University, or their representatives, to use copies of material in my personnel file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

Grievant's signature _____ Date _____

APPENDIX E(1): FIXED-TERM INSTRUCTIONAL LETTER
SAMPLE TEMPLATE LETTER – FIXED-TERM FACULTY

[Date]

Position Number: [Individual Position Number]

Index Code:

PI/DRA Approval: _____

**AAUP- Fixed-Term Instructional
Notice of Appointment**

[Name]

[Street Address]

[City, State, Zip]

Dear [Name]:

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

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

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

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

Sincerely,

[Name]

[Rank/Title]

[Department]

Dean's/Director's Approval

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

Signature

☐ Copy to Department and Employee

Date

☐ Original to HR

Employee ID Number

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

Portland State University Non-Tenure Track Faculty Position Description

Name:

Date:

Position Number:

Position Title:

Department:

School/College:

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

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

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

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

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

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

APPENDIX F: AVAILABLE FACULTY AWARDS, REWARDS, AND LEAVES

RE: Rank/Pay/Leaves	Promo- tion	Merit Pay	Merit/ Equity Adjust.	In-Range Salary Advance.	LWOP	FMLA/ OFLA	Career Devel. Leave	Sabbat- ical Leave	Vacation Leave	Sick Leave
Notes >>	1	1	1	2			3	4	5	
Tenure-track	yes	yes	yes		yes	yes	yes	yes		yes
NTTF-I	yes	yes	yes		yes	yes	yes	yes		yes
NTTF-R		yes	yes		yes	yes	yes	Note 4	yes	yes
Academic Professional			yes	yes	yes	yes	yes	Note 4	yes	yes

RE: Awards/Rewards	Faculty Enhance. Awards	Faculty Travel Awards	Other Faculty Develop Awards	Teaching, Research, Service Awards	OAI Work- shops	OIT Work- shops	Staff Fee Rate
Notes >>			6	7			8
Tenure-track	yes	yes	yes	yes	yes	yes	yes
NTTF-I	yes	yes	yes	yes	yes	yes	yes
NTTF-R	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.

APPENDIX G: FIXED-TERM RESEARCH OR INSTRUCTIONAL FACULTY LETTER

[Date]

Position Number: [Individual Position Number]

Index Code:

PI/DRA Approval: _____

AAUP Fixed-Term - Research or Instructional - Grant Funded 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:	
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

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 herein¹ by reference. Please be advised that this position is also subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including notice provisions stipulated in Article 17, Section 5. You may contact the AAUP office at (503) 725-4414 (aaup@psuaaup.net) for additional information.

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

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

Sincerely,

[Name] Dean's/Director's Approval

[Rank/Title]

[Department]

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

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

APPENDIX H: NON-TENURE TRACK FACULTY LETTER

[Date]

Position Number: [Individual Position Number]

Index Code:

AAUP-Non-Tenure Track Faculty Continuous Appointment Notice of Appointment

[Name]

[Street Address]

[City, State, Zip]

Dear [Name]:

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

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

[When offering service credit for time served in a fixed term, please add the following line: 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 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

APPENDIX I: ACADEMIC PROFESSIONAL LETTER

[Date]
Position Number: [Individual Position Number]
Index Code:
PI/DRA Approval: _____

**AAUP-Academic Professional
Notice of Appointment**

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

Dear [Name]:

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

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

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

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

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

Sincerely,

[Name]
[Rank/Title]
[Department]

Dean's/Director's Approval

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

Signature

Date

Employee ID Number

MOA Attached to 2025-2028 CBA: Notice Under Article 22, Retrenchment, Section 2(b)

May 1, 2025

A. Recitals

1. As the Association and the University were engaging in mediation in successor contract bargaining during the statutory cooling off period for bargaining under PECBA, the Association and the University identified a difference in their respective understandings of the operation of contract language concerning the notice periods for the effective layoff date and termination dates under Article 22 Section 5(h) as applied to faculty on annual tenure or holding indefinite tenure.

2. This difference of understanding centered on the timing of layoff notice and the effective date of layoff under Article 22, Section 2(b) with respect to a condition requiring program or department reductions or eliminations. The Parties disagree about how PSU Standards 580-021-0315 (1)(e) and 580-021-0305 (1) integrate with the language of Article 22, Section 5(h) when faculty on annual tenure or holding indefinite tenure are terminated under these circumstances.

3. Although the University and the Association each maintain the contractual language is unambiguous and has been part of the Parties' CBA since 1979, their respective interpretations of the language differ.

4. During contract negotiations, the Association has also expressed an interest in adding notice requirements under Article 22 to other employee groups, including for non-tenure track faculty and academic professionals.

5. The Parties recognize that resolving their differences on this matter requires them to address very complex issues and is not conducive to "quick fixes" where changes to contract language could have unintended impacts unless carefully thought through together.

6. In an effort to resolve the outstanding contract issues and conclude successor bargaining, the Parties agree that it is in the best interest of the University community and of the members of the Association to set this disagreement aside and chart a path forward in the short term to set forth alternative expectations for notice under this section of their shared collective bargaining agreement.

B. Agreement

The Association and the University (the Parties) agree as follows:

1. Notice

(a) Notice Period for MOA. For purposes of this MOA the Parties agree that the notices

outlined in this MOA will begin on the date (whichever is later) that the University announces the provisional plan under Article 22, Section 4, or provides notice of the provisional plan directly to the Association and the impacted members of the bargaining unit.

(b) Faculty on Indefinite Tenure, on Annual Tenure After Second Year of Service, and Non-Tenure Track Faculty on Continuous Appointment. The Parties agree that faculty holding indefinite tenure, faculty on annual tenure after their second year of service, and non-tenure track faculty (NTTF) with continuous appointment will be provided 12 calendar months' notice before the effective date of any layoff resulting from a decision by the President to invoke Article 22, Section 2(b), initiating program or department reductions or eliminations that are not demonstrably related to a state of financial exigency.

(c) Faculty on Annual Tenure in First or Second Year of Service. The Parties also agree that faculty on annual tenure in their first year of service will be provided three (3) calendar months' notice before the effective date of any layoff under the same conditions described immediately above (invocation of Article 22, Section 2(b)). Faculty on annual tenure in their second year of service will be provided six (6) calendar months' notice before the effective date of any layoff under the same conditions described immediately above (invocation of Article 22, Section 2(b)).

(d) Academic Professionals. Parties also agree that Academic Professionals appointed on an indefinite basis after successful completion of a trial service period will be provided six (6) calendar months' notice before the effective date of any layoff under the same conditions described immediately above (invocation of Article 22, Section 2(b)).

(e) Probationary Non-Tenure Track Faculty. The Parties also agree that probationary NTTF (those who have not yet achieved continuous appointment) in their first year of service shall receive three (3) months' notice, and probationary NTTF faculty in their second through six years of service shall receive six (6) months.

(f) Fixed Term Faculty. The Parties agree that fixed term faculty will be given three (3) months' notice or notice through the end of their current fixed year contract, whichever is shorter.

(g) Severance Option. At the University's discretion, part or all of the notice periods provided in this MOA may be replaced by the provision of a severance payment equal to the salary that would otherwise be due to the bargaining unit member and the cost of health care benefits and retirement contributions that PSU would otherwise pay on behalf of the bargaining unit member during all or any remaining notice period.

(h) Any member who is terminated pursuant to Article 22 who has a specific need for continuing access to a pdx.edu email account and/or University Library collections after layoff may request an affiliate account sponsorship through normal processes for requesting and approving sponsorship of an affiliate account while on the recall list.

(i) Rescission of Notice. The Parties recognize that as part of the provisional plan process some notices provided through this process may be rescinded.

2. Effective Dates/Contract Administration. This Agreement is effective upon the signature of the Parties and ratification by the AAUP membership. The MOA will be placed in the CBA as a limited duration MOA addendum after the conclusion of successor bargaining.

3. Non-Precedent Setting. Nothing in this MOA will be considered to set a precedent for future contract language to be negotiated between the parties.

4. Expiration. This MOA expires at the expiration date of the contract agreed to and ratified in successor bargaining.

END DOCUMENT