

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.