



PORTLAND STATE UNIVERSITY

American Association of University Professors

Promoting Quality Higher Education – An Investment in Oregon's Future

Via Email and US Mail

February 14, 2014

TO: Carol Mack, Vice Provost for Academic Personnel (mackc@pdx.edu)
Lorrie Baker, paralegal, Office of General Counsel (bak4@pdx.edu)
Patricia Williams, Special Assistant to Carol Mack (patricia.williams@pdx.edu)

From: Phil Lesch, Executive Director

Re: Statement of Issues and Demand to Bargain: Proposed Revision to Consensual Relations Policy

The University's Consensual Relations Policy concerns terms and conditions of employment which significantly affect members of the AAUP bargaining unit, and thus cannot be changed except by mutual agreement under Collective Bargaining Agreement Article 8. And, even if Article 8 did not apply, the University would be obligated to bargain with AAUP regarding the proposed changes to the Consensual Relations Policy under PECBA. Without waiving any rights under the Agreement or PECBA, PSU-AAUP hereby demands to bargain both the decision to modify the Consensual Relations Policy and the effects of that decision with the understanding that no changes to the policy may be implemented by the University until and unless we reach mutual agreement pursuant to the Collective Bargaining Agreement Article 8.

We are mindful that as an interested party we have been invited to provide input to this policy as a draft. Our decision to provide input should not be interpreted by the University as a waiver of the party's obligation to bargain, nor shall it obviate our right to file grievances on the final policies. Our issues of concern are detailed in Appendix 1.

Please contact me at your earliest convenience to schedule dates for our respective teams to come together. I look forward to hearing from you.

C: Mary King, President
Ron Narode, Vice President Collective Bargaining
Judy Patton, Vice President Grievances and Academic Freedom
Wim Wiewel, PSU President via US Mail pursuant to CBA Article 39

Appendix 1

PSU-AAUP Comments on Proposed Consensual Relations Policy

The revisions to the new policy do not depart significantly from the previous policy. We have two concerns:

Reporting of PAST extra-professional relationships with a NEW power relationship

There is no language that addresses the reporting of PAST extra-professional relationships that may or may not have had a reporting requirement when a NEW power differential is introduced between the individuals after the extra-professional relationship has ended. Such PAST relationships could create a bias that could interfere with the new power relationship. The University and its community would benefit if the parties to a past extra-professional relationship could report that relationship so the propriety of the new power relationship could be determined.

Examples could include: Appointment of a Teaching Assistant in a class where they previously had a relationship with one of the students; a Student enrolls in a class with a faculty member with whom they had a relationship; a graduate student accepts a research assistant position in a lab with a professor with whom they had a relationship; two faculty members in the same department were married and are now divorced and one of the faculty members is promoted to Department Chair.

One way to address this concern is to insert the underlined language:

2.0 Required Reporting of the Consensual Relationship.

2.1 Required Reporting by those involved in the Consensual Relationship. All parties to a consensual relationship are responsible for disclosing the relationship to their supervisors (i.e., Dean, Department Chair, professor in charge of the course, etc.) or to the Office of Human Resources or the Office of Academic Affairs. Because of their positions of power and responsibility, the more powerful party has the primary responsibility for reporting the consensual relationship. Reporting should occur immediately and in all cases before the more powerful party makes any education-related or employment-related decision likely to affect the less powerful party. Parties to a new power differential relationship who have had a relationship that was intimate, romantic, or sexual in nature that has since ended should consider whether the previous relationship has the potential to cause conflict in the new relationship and disclose accordingly.

Lack of Notice/Training Process to Support the Declaration of Non-Indemnification

The University takes a very hard line under Section 6.0- Corrective Action in its declaration that “malfeasance in office” may not entitle the accused to indemnification by PSU.

Since the publication of the annual PSU Faculty Handbook was discontinued in or about 1992 the University has a spotty record with notification of rule changes to its employees. As such, the declaration of non-indemnification as a position is drastic enough to warrant initial and recurrent training or notification to the employee body. No such notification provision exists in the policy

and is, thus, incomplete. We would not be inclined to agree to the insertion of this non-indemnification language in the policy unless a notification process was ensconced in policy and implemented in practice. We would be happy to work with the administration during bargaining to arrive at a notification/training process that would alleviate our concerns.