

**Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
February 24, 2017**


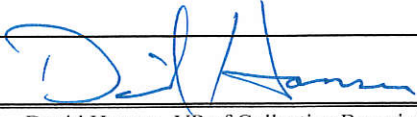
Subject: Effects of the Elimination of the GSE Grant Coordinator/Proposal Editor position

Recitals

The University decided to eliminate the position effective December 16, 2016. PSU-AAUP filed a grievance and issued a demand to bargain the impact of the elimination of the position.

Agreement

1. The University will not contract out work that has been previously performed by the GSE GC/PE position except as follows:
 - a. The University may contract with individuals to perform discreet functions previously performed by the GSE GC/PE position on a limited and short term basis; and
 - b. Twila Nesky will be given the right of first refusal for any contract for the work previously performed by the GSE GC/PE position through June 13, 2018.
2. The University may transfer work that has been performed by the GSE GC/PE position to AAUP bargaining unit members who are qualified to perform the duties, but the transfer may not cause an excessive or unreasonable workload. If an AAUP bargaining unit member believes the elimination of the GSE GC/PE position has resulted in an excessive or unreasonable workload, the AAUP may bring that issue to the Labor Management Committee for discussion and resolution. For those members who are Academic Professionals, the workload issue may also be addressed through the process outlined in Article 17, Section 10 of the CBA.
3. Following the effective date of Nesky's lay-off, the University shall provide information to AAUP regarding how the work of the GSE GC/PE position was actually distributed, and the impact of those transfers on the workloads of the recipients, on or about April 1, 2017.
4. If the GSE GC/PE position is reinstated after Dec. 16, 2016, Nesky shall have the right to be recalled to the position at an FTE commensurate with the funding and/or demand, in accord with Article 17, Section 5(d).
5. The University agrees to extend Nesky's recall rights to June 13, 2018.
6. GSE will commit to providing appropriate support to faculty whose letters of appointment contain requirements to submit applications for grant funding.
7. AAUP agrees to withdraw the associated grievance and DTB within 5 days of signing the agreement.

<u>For the University</u>	<u>For the Association</u>
 _____ Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	 _____ David Hansen, VP of Collective Bargaining
<u>2/24/17</u> _____ Date	<u>02/24/2017</u> _____ Date