Collective Bargaining Agreement

with

Portland State University Chapter, American Association of University Professors

and

Portland State University
Portland, Oregon

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

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Table of Contents

PREAMBLE 7

I. RECOGNITION AND RIGHTS—ARTICLES 1 - 8 7

ARTICLE 1. RECOGNITION 7

ARTICLE 2. DEFINITIONS 7

ARTICLE 3. RIGHTS OF THE ASSOCIATION AS AGENT 8

ARTICLE 4. RESPONSIBILITIES OF THE MEMBERS 9

ARTICLE 5. RESERVED RIGHTS OF THE UNIVERSITY 9

ARTICLE 6. EXCHANGE OF INFORMATION 9

ARTICLE 7. CONSULTATION 13

ARTICLE 8. PAST PRACTICES 14

II. ASSOCIATION MATTERS—ARTICLES 9 - 11 14

ARTICLE 9. DUES DEDUCTION 14

ARTICLE 11. RELEASED TIME 18

III. TERMS AND CONDITIONS OF EMPLOYMENT—ARTICLES 12 - 25 20

ARTICLE 12. ACADEMIC FREEDOM AND GOVERNANCE 20

ARTICLE 13. NONDISCRIMINATION 21

ARTICLE 14. PROMOTION AND TENURE 21

ARTICLE 15. UNIVERSITY PRIVILEGES 22

ARTICLE 16. POST TENURE REVIEW 23

ARTICLE 17. ACADEMIC PROFESSIONAL FACULTY 24

ARTICLE 18. NON-TENURE TRACK INSTRUCTIONAL AND RESEARCH FACULTY 36

ARTICLE 19. PROFESSIONAL DEVELOPMENT AND SUPPORT 52

ARTICLE 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION 54

ARTICLE 21. STRIKES AND LOCKOUTS 55

ARTICLE 22. RETRENCHMENT 55

ARTICLE 23. RETRENCHMENT HEARINGS *60*

ARTICLE 24. WORKING CONDITIONS *61*

ARTICLE 25. PARKING AND TRANSPORTATION *67*

ARTICLE 26. UNIVERSITY CLOSURES *68*

ARTICLE 27. IMPOSITION OF PROGRESSIVE SANCTIONS *68*

ARTICLE 28. RESOLUTION OF DISPUTES *74*

V. COMPENSATION, LEAVES, HUMAN RESOURCE ISSUES—ARTICLES 30 - 38 *81*

ARTICLE 30. SALARY AND RETIREMENT *81*

ARTICLE 31. INSURANCE *89*

ARTICLE 32. LEAVES *89*

ARTICLE 35. PERSONNEL FILES *103*

ARTICLE 36. OUTSIDE EMPLOYMENT *104*

ARTICLE 37. HUMAN RESOURCES INFORMATION SYSTEM IMPLEMENTATION *105*

ARTICLE 38. MEMBER NOTIFICATION *105*

ARTICLE 39. POST DOCTORAL SCHOLAR PROGRAM *105*

ARTICLE 40 NOTICES AND COMMUNICATIONS *107*

ARTICLE 41. INDEMNIFICATION *107*

ARTICLE 42. SEPARABILITY *107*

ARTICLE 43. TOTALITY OF AGREEMENT *108*

ARTICLE 44. NEGOTIATION OF LIMITED REOPENERS *108*

ARTICLE 45. NEGOTIATION OF SUCCESSOR AGREEMENT *109*

ARTICLE 46. TERM OF AGREEMENT *109*

SIGNATURE PAGE *110*

APPENDICES TO BARGAINING AGREEMENT—APPENDICES A – F *111*

APPENDIX A: PAYROLL DEDUCTION/MEMBERSHIP APPLICATION *111*

APPENDIX B: CONTRACTUAL GRIEVANCE *112*

APPENDIX C: GRIEVANCE—REQUEST FOR REVIEW *113*

APPENDIX D: NOTICE OF INTENT TO ARBITRATE *114*

APPENDIX E(1): FIXED-TERM INSTRUCTIONAL LETTER *115*

APPENDIX E(2): NON-TENURE TRACK FACULTY POSITION DESCRIPTION *116*

APPENDIX F: AVAILABLE FACULTY AWARDS, REWARDS, AND LEAVES *117*

LETTERS OF AGREEMENT #1 - #5 *121*

LETTER OF AGREEMENT—LOA #1: ACADEMIC FREEDOM TASK FORCE *121*

LETTER OF AGREEMENT—LOA #2: RESEARCH BRIDGE FUNDING PILOT PROJECT *122*

LETTER OF AGREEMENT—LOA #3: STUDENT EVALUATION TASK FORCE *123*

LETTER OF AGREEMENT—LOA #4: PSU AND AAUP STANDING COMMITTEE ON WORK/LIFE BALANCE *124*

LETTER OF AGREEMENT – LOA #5: TRANSITION INTO PCAR PROCESS AND PCAR SALARY INCREASES *125*

MEMORANDA OF UNDERSTANDING/AGREEMENT – MOU/MOA #1-#11 *127*

MEMORANDUM OF UNDERSTANDING #1 CREATION SCHOOL OF PUBLIC HEALTH *127*

MEMORANDUM OF UNDERSTANDING #2 PROVISIONAL PT GUIDELINES SCHOOL PUBLIC HEALTH *135*

MEMORANDUMS OF AGREEMENT #3 ADVISING REDESIGN IMPLEMENTATION *136*

MEMORANDUM OF AGREEMENT #4 SPH GRADER ASSIGNMENT PROCEDURE *139*

MEMORANDUM OF AGREEMENT #5 COE DOCTORAL COMPENSATION POLICY *142*

MEMORANDUM OF UNDERSTANDING #6 PI ELIGIBILITY AND RESPONSIBILITY POLICY *147*

MEMORANDUM OF AGREEMENT #7 LOSS OF STAFF RGS *152*

MEMORANDUM OF AGREEMENT #8 COPYRIGHT OWNERSHIP POLICY *153*

MEMORANDUM OF AGREEMENT #9 AP INITIAL PLACEMENT NEW SYSTEM *165*

MEMORANDUM OF AGREEMENT#10 ACADEMIC FREEDOM RESOURCE GUIDE *182*

MEMORANDUM OF AGREEMENT #11 ACCOMMODATION TESTING PLAN *183*

COVID IMPACT MEMORANDA OF AGREEMENT #1-21 *186*

MOA COVID IMPACT #1: EXPIRED IPDAS *186*

MOA COVID IMPACT #2: TT MEMBERS TENURE CLOCK ADJUSTMENTS *187*

MOA COVID IMPACT #3: TT MEMBERS HIRED 2020-21 TENURE CLOCK ADJUSTMENTS *190*

MOA COVID IMPACT #4: STARTUP PACKAGES *191*

MOA COVID IMPACT #5: STARTUP PACKAGES AY 21-22 AND 22-23 *192*

MOA COVID IMPACT #6: ACADEMIC PROFESSIONAL EVALUATIONS *195*

MOA COVID IMPACT #7- NTTF AND TT REVIEWS *196*

MOA COVID IMPACT #8- NTTF-CA MILESTONE REVIEW EXTENSION *198*

MOA COVID IMPACT #9- FACULTY DEVELOPMENT GRANTS *200*

MOA COVID IMPACT #10- LETTER TEMPLATES EVALUATORS *201*

MOA COVID IMPACT #11- VACATION ACCRUAL *204*

MOA COVID IMPACT #12- VACATION ACCRUAL EXTENSION *205*

MOA COVID IMPACT #13- SABBATICAL *206*

MOA COVID IMPACT #14- IPDA USE DURING PANDEMIC *208*

MOA COVID IMPACT #15- RECALL LIST EMPLOYEES INTERNAL CANDIDATES *209*

MOA COVID IMPACT #16- CAREGIVER WORKLOAD *210*

MOA COVID IMPACT #17- WORKSHARE FURLOUGH *211*

MOA COVID IMPACT #18- WORKSHARE FURLOUGH EXTEND TO 05MAY28 21 *215*

MOA COVID IMPACT #19- RETIREMENT TRANSITION PROGRAM *216*

MOA COVID IMPACT #20- EFFECTS OF REOPENING *218*

MOA COVID IMPACT #21- EFFECTS OF REOPENING SUPPLEMENT *220*

2021-2024 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 44 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, centrally located in Smith Memorial Student Union.

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

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, 100 copies of the agreement within sixty (60) days. 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 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. Decision of Associate Vice President HR for Appeal of an Academic Professional Position Review [Article 17, Section 4 (d) First Level of Appeal]

b. Decision of Provost or relevant Vice President for Appeal of an Academic Professional Position Review [Article 17, Section 4 (d) Second Level of review]

c. Copy of Professional Development Plan implemented for an Academic Professional [Article 17, Section 5 (g)]

d. 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)]

e. Notification (and opportunity to provide input) if substantial changes are contemplated for the evaluation guidelines for academic professionals [Article 17, Section 8 last paragraph]

f. Notification (and invitation to participate) in academic professional workload ad hoc committee [Article 17 Section 10 (b)]

g. Department change in curricular or programmatic needs to justify layoff of NTTF on continuous appointment [Article 18 Section 2 (e)(3)(i)]

h. Notice of reversal of layoff and recall of NTTF [Article 18, Section 2 (e)(v)]

i. Notice to extend NTTF fixed term appointment beyond 3 years [Article 18, Section 3]

j. Decision to appoint a NTTF with a fixed term contract to a NTTF position eligible for Continuous Appointment [Article 18, Section 3]

k. 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 (f)]

l. Declaration that a condition of financial exigency exists, or that a condition requiring departmental reductions or eliminations exists [Article 22 Section 3(a)]

m. 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]

n. 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]

o. The decision of the President of a retrenchment hearing [Article 23 Section 6]

p. Reports regarding the maintenance of standards prescribed for air and water quality, safe working conditions, seismic safety, and vector control [Article 24 Section 1]

q. 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]

r. Details of the Portland Streetcar contract and any changes made to contract during term of CBA [Article 25]

s. 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)]

t. 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)]

u. 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)]

v. Notification of the suspension of a member during the pendency of proceeding [Article 27 Section 3(d)]

w. 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)]

x. The President's decision to impose or not impose a severe sanction [Article 27 3(g)]

y. 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 (1) and (2)]

z. 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 (2)]

aa. 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]

bb. The DSLB quarterly report [Article 32 Section 2(k)]

cc. The Unspent Faculty Development Funds unspent in the previous year by Sep 15 of each year [Article 19 Section 5]

dd. Office Research and Graduate Studies report on use and operation of Research Bridge Fund end of fiscal year 2022 [LOA #2]

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 (15^{th}) 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 letter will be sent to the affected employee and a copy of this letter will be sent to the Association.

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 4, below.

2. Fair Share Fee Payers prior to June 27, 2018 whose fair share fee deductions were terminated effective June 27, 2018, will be designated as non-members until or unless they submit a "Payroll Deduction Authorization/Membership Application" to either become members or to opt in as voluntary representation fee payers.

B. Employees hired after the execution of this agreement:

1. An employee whose position is in the AAUP bargaining unit can elect to become a PSU-AAUP member or a PSU-AAUP voluntary representation fee payer by completing and submitting the "Payroll Deduction Authorization/ PSU-AAUP Membership Application" to PSU-AAUP, who will then submit the application to the Office of Human Resources.

2. The Office of Human Resources, upon the commencement of employment, will provide each new employee in the AAUP Bargaining unit with a Payroll Deduction Authorization/ PSU-AAUP Membership Application and the PSU-AAUP New Hire Packet at the time new employees are provided with other new employee enrollment forms.

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 15th 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 4: 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 submitting those cancellations to the Office of Human Resources.

B. The Office of Human Resources will accept the "Authorization to Discontinue Member Dues or Representation Fee Deductions" form (example is Appendix B), submitted to them by PSU-AAUP and signed by a PSU-AAUP representative 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 5: 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 6: 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 new "Payroll Deduction Authorization/ PSU-AAUP Membership Application" signed by the member indicating the selection of membership and member dues deduction. A member can move from a voluntary representation fee payer to dues paying member at any time.

Section 7: 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 new "Payroll Deduction Authorization/ PSU-AAUP Membership Application" indicating the selection for the agreement to pay voluntary representation fees, signed by the member. A member can move from dues paying member to representation fee payer at any time.

Section 8. 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 9: New Hire Orientation

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

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

Article 11. RELEASED TIME

Section 1. Released Time for Contract Negotiations

Up to seven (7) members whom the Association designates may be released from duties not directly related to teaching and scholarly endeavor for the academic years within this Agreement for the purpose of preparing for and participating in the negotiation of a successor Agreement, re-opened Agreement, or expedited bargaining, as provided in this Article.

For instructional faculty members, time served preparing for and participating in the negotiation of a successor Agreement may replace other service obligations to the University.

For non-instructional members of the Association, members will be provided with released time sufficient to permit the member to prepare for and participate in the negotiations. Participation in bargaining shall include the scheduled bargaining sessions, team caucus meetings, preparation time to bargain, and time to do research and analysis for bargaining.

Section 2. Released Time for Other Association Services

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

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 Department Chair. The member's Department Chair is responsible for determining the nature of the job duties from which the member will be excused.

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 non-instructional members – 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 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 non-instructional members that is equivalent to the release from work provided to instructional members on a case-by-case basis. When release time is provided and if the non-instructional member is replaced, it will be reimbursed at actual replacement costs. If a release from work cannot be effectuated, then equivalent for non-instructional members will be in the form of overloads. Overloads will be provided to non-instructional members at 0.10 FTE of their annual salary rate per academic term to participate in bargaining activities for up to 156 hours. 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.

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

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.

III. TERMS AND CONDITIONS OF EMPLOYMENT—Articles 12 - 25

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[1] and defined in University Standard 580-022-0005 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.
(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.

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

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 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.

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 and described in the Academic Year Fee Book. Auditor privileges are accorded to employees under the terms and conditions approved by the Board and described in the Academic Year Fee Book.

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.

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

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.

(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. 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(b)] 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. In the event of 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 the following amount of notice of lay-off:

Less than 1 year of service	90 calendar days
1 to 3 years of service	120 calendar days
3 or more years of service	180 calendar days

Service 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.

(c) 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.

(d) If the reason for the decision that led to the lay-off due to change in departmental needs or program requirements is reversed within one year 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.

To exercise recall rights, an Academic Professional must:

1. Notify Human Resources in writing, within 30 days of the lay-off notice, of intent to be placed on the recall list.
2. Inform Human Resources of any change in telephone, email or address.
3. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association, of the recall.
4. The recalled academic professional will have ten (10) working days to accept or reject the position. Failure to contact Human Resources within ten (10) working days will be considered a rejection of the position.
5. A recalled academic professional who rejects a position will be removed from the recall list.

(e) Time-limited appointments may be used for an Academic Professional whose compensation is a direct cost (rather than an indirect cost) paid from grant or contract funding, as the term "direct cost" is generally understood under the federal government's Uniform Guidance. Time-limited appointments may also be used for leave replacement, to fill a vacancy pending a search, or with the written agreement of the Association. Academic Professionals with time-limited appointments who experience early termination of their position due to a significant reduction in grant or contract funding will receive at least thirty (30) calendar days of notice of termination.

(f) Salary ranges for Academic Professional job families and levels are included in Article 30 (SALARY).

1. If an Academic Professional's current salary falls above the maximum of the pay range to which their position is assigned, the salary will not be reduced. If a position is reassigned to a new level or family, the Academic Professional's salary will not be reduced.

2. If an Academic Professional's current position is reassigned to a higher level within the same job family, the Academic Professional's salary will be increased as referenced in Article 30 (SALARY).

3. Adjustments within salary ranges are referenced in Article 30 (SALARY). Among the methods of salary adjustments which pertain to Academic Professionals are:

    - Minimum salary increases will be given to every Academic Professional whose performance of job responsibilities is satisfactory, as documented in an annual performance evaluation as per Article 30 (SALARY), Section 3.

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 3 (Salary Adjustments).

(b) Academic Professional Advancement within a Job Level: Academic professionals will be given regular opportunities for salary progression within their job grouping/level up to the maximum salary within that range.

i. Academic Professionals who have worked at Portland State University in an Academic Professional position for at least four years at the time of their annual evaluation will be eligible for a salary increase.

ii. If the Academic Professional's aggregate evaluations are rated satisfactory or above for that four-year period, they will receive the salary increase.

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 four 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 4 (d) (Salary Adjustments).

(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) of this article 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 4.

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. 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 - employees works 10-hour days in a week with a 5th 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, if the needs of either party changes. 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) 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).

(c) 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.

(d) 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.

(e) 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 .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 a 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. Pursuant to Article 22 (Retrenchment).

2. When a sanction of termination is warranted and imposed pursuant to Article 27 (Imposition of Progressive Sanctions).

3. Due to a change in curricular needs or programmatic requirements made in accordance with applicable shared governance procedures. In such a case:

    i. As soon as practicable, but no later than 60 days prior to issuing a notice of termination, the Department Chair must provide written justification for the decision and explanation of the applicable shared governance procedure to the faculty members, the Dean, the Provost and the Association.

    ii. 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.

        1. "Continuous service," for purposes of layoff and recall, means time worked at PSU in a position that annualizes at 0.5 FTE or greater.

        2. 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.

    iii. The faculty member is to be given at least six months' notice of termination of employment, with such termination effective at the end of the academic year.

        1. 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 were in their 6th year of probationary service and were eligible for continuous appointment, or were eligible pursuant to Letter of Agreement #12(CBA 2015-19) and submitted their portfolio for continuous appointment review, those reviews shall proceed without respect to the termination notice.

            i. If the faculty member achieves promotion or continuous appointment, they shall be considered to be in the new rank or employment status

awarded pursuant to the recall procedures in Article 18, Section 2(e)(3)(v) and this Agreement.

ii. If the probationary employee applying for continuous appointment is not awarded continuous appointment, they shall be terminated consistent with this section.

iv. The School/College will make a good faith effort to find a comparable position within the University for the faculty member.

v. If the reason for the decision that led to the layoff is reversed within three years from the date that notice of termination was provided to the faculty member, the affected faculty members will be recalled in inverse order of layoff. To exercise recall rights, a faculty member must:

a. Notify Human Resources in writing, within 30 days of the termination notice, of intent to be placed on the recall list. If/when there is a need for a recall list, the parties agree to meet promptly for the purpose of negotiating a process for administering the recall list.

b. Inform Human Resources of any change in telephone, email or address.

c. In the event of a recall, Human Resources will contact the faculty member by phone and email, and notify the Association, of the recall.

d. The recalled faculty member will have ten (10) 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.

e. A recalled faculty member who rejects a position will be removed from the recall list.

f. Acceptance of any job at PSU, other than the NTTF position from which they were laid off, will not impact their position on the recall list.

g. 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.

4. If the faculty member receives an unsatisfactory evaluation and fails to remediate the deficiencies during the subsequent academic year, as provided in paragraph (g) below.

(f) Evaluation Following Continuous Appointment. Faculty on a continuous appointment are to be evaluated every five (5) years following continuous appointment and then every five (5) years following the last evaluation or promotion, pursuant to guidelines as provided in Section 6 below. In the event of an unsatisfactory evaluation, the evaluation shall identify the deficiencies that require remediation and may make recommendations for improvement. Following an unsatisfactory evaluation, a remediation plan will be developed as provided in paragraph (g) below.

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 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.

Example Timeline:

POSITIVE Milestone, post-CA, or PROMOTIONAL Review	CYCLE	COUNT
2025-2026	Milestone, Promotional Review or PCAR Occurs	Mid Post-Continuous 5-year Cycle
9/16/2026	Successful Promotion or PCAR Effective Date	ALSO start of academic year 1 for the next PCAR review cycle (2026-2027)
2026-27	X	1
2027-28	X	2
2028-29	X	3
2029-30	X	4
2030-31	X	5
2031-32	Post CA Review Occurs	6
POSITIVE POST CA REVIEW	Effective date 9/16/31	7
2032-33	Year 1 of 5	1

Notification of Eligibility, Participate, Opt-Out, or Deferral of Post-Continuous Appointment Review:

OAA and the Deans office shall be responsible for creating and maintaining a list of NTT Instructional Faculty who are eligible for Post-Continuous Appointment Review.

OAA will send a list to the Dean's office for confirmation of eligibility no later than May 1st of each year.

Department Chairs will notify each faculty member eligible for a post CA review by June 1 of the academic year prior to the year of eligibility.

Requests to Opt-out:
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-tenure review.

Request to Defer:

1. 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 in the same year.

2. Requests for deferral must be made by June 15 of the year a faculty member is notified and must be approved by the Department Chair or the Supervisor of Record, and the Dean. Deferrals are for a one-year period. The decision in response to the member's request for deferral will be made within 30 working days from submission.

3. 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

4. All requests for a deferral must be made in writing by the faculty member and will include an explanation of why the deferral is needed.

5. If there has been no request for a deferral, the review will go forward as scheduled and follow the post-continuous appointment review timeline posted on the OAA Deadlines for Academic Personnel Actions.

    All requests for deferral or opt-out must be approved or denied in writing by the Dean and forwarded to the faculty member, department chair/designee no later than June 15th of the academic year prior (EX: Response Due 6/15/2021) to review and the Dean's decision will be included in the Assurance of Review that is forwarded to OAA no later than First Week in March of the following academic year (EX: Assurance of review Due to OAA 03/01/22).

(g) Post-Continuous Appointment Review Process:

Task	Calendar Days	Due Dates
OAA creates list of eligible faculty and provides to Deans and Chairs (Unit)		May 1
Eligible faculty notified		No later than May 15 prior to the academic year of eligibility
Faculty requests deferment/opts out		June 1 prior to the academic year of eligibility
Dean Approves Requests to defer/opt out and notices faculty member		June 15
Department Committee formed	Per Dept. P & T guidelines	
Faculty submits dossier		1st Friday in October
Committee completes review of eligible faculty and submits report		End of October
Department chair completes reviews of eligible faculty and submits report	Within 10 business days from receipt of committee	2nd 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	2nd Friday in November
Faculty member requests reconsideration	Within-5 business days of receipt of recommendation	3rd week in November
Faculty member submits supporting materials to committee and/or Department chair	Within 20 business days of request for reconsideration	2nd 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	1st week of February
Faculty member submits supporting materials to Dean	Within 10 business days of request for	3rd week of February
Dean completes review, issues report and submits to provost; Dean's assurance of review due		1st week of March

Faculty member requests reconsideration conference with the Provost	Within-5 business days of the receipt of the Provost Letter	2nd Week of March
Faculty member submits supporting materials to the Provost. Faculty member requests meeting with provost (optional)	Within business 20 days of receiving Provost letter	April
Provost issues decision		4th week of April
PCAR review FIP developed and jointly agreed to by faculty member and chair	Within 30 business days after Provost's post tenure review decision is issued	4th week of May
If faculty member and chair cannot agree they will meet with the Dean	Within 14 business days	2nd week of June
Final FIP with Dean, Chair and faculty member developing PDP	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. 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.

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.

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).

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 evidence so that these areas shall be addressed in a Faculty Improvement Plan (FIP).

Should a unanimous decision not be reached, the committee's narrative report shall include the views of the majority and the minority.
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. 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* may include program directors, area directors, or the faculty member's supervisor.

   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 evidence so that these areas shall be addressed in a Faculty Improvement Plan.

   The department chair/designee will provide a copy of their letter and 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 working days of the transmittal of the committee report but not later than the first 2nd Friday in November.

   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.
   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. 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 working days of receiving the committee and chair/designee recommendations.

   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 working 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 working days of the request to meet.

   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.

   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.

   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.

   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. The Dean shall review materials submitted by the faculty member and the narrative report of the post-continuous appointment review committee and the

department chair/designee 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.

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.

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.

If the Dean, department chair/designee, and committee finds 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 paragraph (i) below.

5. Procedures for Reconsideration of Dean's Recommendation. If the Dean finds that the faculty member's contributions do not meet standards and the Dean's recommendation differs from the committees and/or the department chair/designee's; 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 working days of the receipt of the Dean's letter. After notifying the Dean that the faculty member requests reconsideration, the faculty member has 10 working days to provide additional materials to the Dean in support of the reconsideration.

   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.

   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.

   The Dean's original recommendation, and 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. 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.

   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.

The Provost shall notify the faculty member, the department chair/designee, and the Dean in writing of their final decision.

The faculty member may request in writing a conference for reconsideration by the Provost within 5 working days of the receipt of the Provost's letter and may add additional evidence to the file within 20 working days of receiving the Provost's letter. If requested, the Provost shall meet with the faculty member.

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 paragraph (i) below.

(h) 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 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 remediated.

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 working 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 working days of completion by the faculty member, the department chair/designee, and Dean and filed with the Provost Office. If the department chair/designee and Dean agree that the Faculty Improvement Plan has been successfully completed, the faculty member will be eligible for the post- continuous review increase that is currently in force effective September 16 the following academic year.

8. If the plan has not been successfully completed, the department chair/designee may either extend the plan for an additional academic term or provide the faculty member with notice of termination. A Faculty Improvement Plan may be extended by the department chair/designee for up to three academic terms. A notice of termination provided under this section shall be provided to the member, Dean, Provost, and the Association and shall be effective no sooner than the end of the subsequent academic term.

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, the appropriate probationary period and whether any time served as a fixed-term faculty member is to be credited to the probationary period.

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

The parties agree that they will apply a defined set of criteria in the award of service credit to fixed-term faculty members in their appointment to a probationary continuous appointment position in accordance with Article 18, Section 3. This agreement shall apply to all faculty members hired under Article 18, Section 3 after April 5, 2016.

1. Service Credit awards to fixed term faculty members will be made based on the following criteria:

    a. Service credit shall be awarded only for time spent as an AAUP-represented fixed-term instructional faculty member at or above .5 FTE.

    b. 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.

    c. The maximum amount of service credit awarded will be three (3) years.

    d. 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 CBA Article 18.2.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 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 a 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 the employment (although greater notice is encouraged when possible). No member who achieved seniority status and was provided a multi-year appointment under the terms of the collective bargaining agreement in effect prior to April 4, 2016 will be provided a shorter appointment as a result of the 2016 revisions to this Article.

(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. For example, a 12-month NTTF-R member who is hired April 1, 2018, will receive their first review during the 2019-20 review schedule beginning September 16, 2019.

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 their second full academic year following hire. For example, a 9-month NTTF-I member who is hired on a probationary Continuous Appointment on January 1, 2018 will receive their first review in the review in the academic year 2019-20 review cycle beginning September 16, 2019.

2. NTTF-I members on 12-month appointments with a hire date later than October 1 will be reviewed according to the schedule established by Office of Academic Affairs, starting with the fall of their second full academic year following hire. For example, 12-month NTTF-I members who are hired January 1, 2018, will receive their first review in the academic year review cycle beginning September 16, 2019.

Section 7. The University will publish a chart including but not limited to the types of leaves, awards, grants, and appointments for which non-tenure track faculty are eligible.

Section 8. Nothing in Article 18 shall be construed as superseding Article 22 (RETRENCHMENT).

Article 19. PROFESSIONAL DEVELOPMENT AND SUPPORT

Section 1. Introduction.

The University recognizes that adequate supporting services are necessary for effective scholarship and professional development. All faculty, including tenure-related faculty, non-tenure track faculty and academic professionals, are encouraged to participate in activities that enhance their professional development.

Section 2. Faculty Development Program.

In order to support scholarship and professional development the University shall fund a multifaceted Faculty Development Program that reflects both the need for members to fulfill the tasks of scholarly and scientific research, writing, teaching, advising, supporting student health and wellness and all other aspects of the mission of the University. All members, including tenure-related faculty, non-tenure track faculty and academic professionals, shall be eligible to apply for and receive funds through this program. The Faculty Development Program, as allocated in Section 4, will be administered by the Faculty Development Committee (a Faculty Senate committee), with oversight by the Provost or the Provost's designee. The Committee shall be composed of members selected by the Committee on Committees (a Faculty Senate committee) and representative of the breadth of the university faculty including tenure-related faculty, non-tenure track faculty and academic professionals.

Section 3. Individual Professional Development Account (IPDA) Program.

(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 Art. 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:
    - .5-.74 FTE—75% of IPDA amount
    - .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 .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 utilize funds in an IPDA for activities that support the job-related professional development of the member. 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 and documentation of University expenditures. Examples of such use 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), tuition and/or fees, subscriptions and books, submission fees, and relevant training and continuing education opportunities.

(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.

(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.

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	

Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION

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.

COPYRIGHT OWNERSHIP

The University and the Association negotiated and reached agreement on the University Copyright Ownership Policy, which is included in the CBA as an Appendix J.

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 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. Additionally, faculty members are encouraged to balance their work so as not to overload themselves, and are encouraged to seek assistance from their Department Chairs (or equivalent) as appropriate. PSU Administration and PSU-AAUP 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.

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 PSU / AAUP 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. DUO FOB replacement upon malfunction

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

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

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

Section 14. REMOTE WORK

(a) Introduction

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

(b). Remote Work includes:

1. Work conducted in a location other than an employee's traditional workplace.

2. Work conducted in a place that is not owned or managed by PSU.

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 15 days of submission (pursuant to Article 24 Section 9).

    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 street-car contract and any changes that may be made.

Article 26. UNIVERSITY CLOSURES

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

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 OGDI, 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.

V. COMPENSATION, LEAVES, HUMAN RESOURCE ISSUES—Articles 30 - 38

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 (Years 1 and 2: 2020-2021 and 2021-2022)

For purposes of this Article, "CPI" means the Consumer Price Index, West Region for All Urban Consumers (CPI-U West Region) for the previous 12-month period as published in October for the

preceding year by the U.S. Department of Labor's Bureau of Labor Statistics.

(a) Bargaining unit members employed on January 1, 2021 on a 12-month basis shall receive a 1.0% increase in base pay effective January 1, 2021.

(b) Bargaining unit members employed on February 1, 2021 on a 9-month basis shall receive a 1.0% increase in base pay effective February 1, 2021.

(c) Bargaining unit members employed on January 1, 2022 on a 12-month basis each~~,~~ shall receive a 1.0% increase in base pay effective January 1, 2022.

(d) Bargaining unit members employed on February 1, 2022 on a 9-month basis shall receive a 1.0% increase in base pay effective February 1, 2022.

Section 4. Salary Adjustments

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

1. The University will allocate no less than 0.80% of the total Annual Salary Rates (ASR) as of January 1, 2021 (for those employed on a 12-month basis) and February 1, 2021 (for those employed on a 9-month basis) of tenure-related academic-ranked faculty members to fund inversion, compression, and equity ASR salary increases for tenure-related academic-ranked faculty members. The amount to be allocated will be calculated after the University has applied other ASR salary increases effective the same day (Jan 1/Feb 1). Inversion, compression and equity ASR salary increases will be effective September 16, 2021 for those employed on a 9-month basis, and September 1, 2021 for those employed on a 12-month basis. The labor/management committee will meet promptly following ratification of this Agreement in order to determine how the most recently deployed inversion, compression, and equity ASR salary adjustment model will be revised for this round of ASR salary increases. The parties will agree upon the ASR salary adjustment model no later than June 30, 2021.

2. The University will allocate no less than 0.80% of the total ASR as of January 1, 2021 (for those employed on a 12-month basis) and February 1, 2021 (for those employed on a 9-month basis) of non-tenure track academic-ranked faculty members to fund inversion, compression and equity ASR salary increases for non-tenure track academic-ranked faculty members. The amount to be allocated will be calculated after the University has applied other ASR salary increases effective the same day (Jan 1/Feb 1). Inversion, compression and equity ASR salary increases will be effective September 16, 2021 for those employed on a 9-month basis, and September 1, 2021 for those employed on the 12-month basis. The labor/management committee will meet promptly following ratification of this Agreement in order to determine how the most recently deployed inversion, compression, and equity ASR salary adjustment model will be revised for this round of ASR salary increases. The parties will agree upon the ASR salary adjustment model no later than June 30, 2021.

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

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

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

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

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

2. The University will allocate no less than 0.80% of the total ASR as of January 1, 2023 (for those employed on a 12-month basis) and February 1, 2023 (for those employed on a 9-month basis) of non-tenure track academic-ranked faculty members to fund inversion, compression, and equity ASR salary increases for non-tenure track academic-ranked faculty members. The amount to be allocated will be calculated after the University has applied other ASR salary increases effective the same day (Jan 1/Feb 1). Inversion, compression and equity ASR salary increases will be effective September 16, 2023 for those employed on a 9-month basis, and July 1, 2023 for those employed

on the 12-month basis. The 2023-2024 inversion, compression, and equity ASR salary increases will be determined using the revised 2021-2022 ASR salary adjustment model updated with the most recent (aged) CUPA-HR salary data.

(d) Academic Professional Reclassification Pool (2021)

The University will allocate no less than 0.80% of the total ASR as of January 1, 2021 of Academic Professionals to fund ASR salary increases for Academic Professionals to bring their salaries into alignment with the new salary minimums or ranges associated with the new classification system. The amount allocated will be calculated after the University has applied other ASR salary increases effective January 1, 2021. These ASR salary increases will be distributed and determined in a manner agreed upon by the parties in interim bargaining following completion of the transition to the new classification system. Prior to determining the amounts payable under this section the parties will negotiate pursuant to Section 6, sub-section 4, below. Funds allocated under this section will be applied within sixty (60) days of ratification retroactive to the date academic professional assignments to job families and IC levels are complete.

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

(a) Effective January 1, 2021 for 12-month faculty with academic rank and effective February 1, 2021 for 9-month faculty with academic rank, 1.0 FTE salary rates shall be no less than those listed below. Members will receive the greater of either the across-the-board percentage increase or an increase to the new minimum for their rank and term of service.

Rank	9-month appt. February 1, 2021	12-month appt. January 1, 2021
Professor	$92,034	$112,296
Professor of Practice, Clinical Professor or Research Professor	92,034	112,296
Associate Professor	74,817	91,308
Associate Professor of Practice, Associate Clinical Professor or Research Associate Professor	74,817	91,308
Assistant Professor	62,604	76,392
Assistant Professor of Practice, Assistant Clinical Professor or Research Assistant Professor	62,604	76,392
Senior Instructor II	61,353	74,868
Senior Instructor I	52,002	63,444
Instructor	45,612	55,656
Senior Research Associate II	56,502	68,940
Senior Research Associate I	52,182	63,660
Research Associate	49,950	60,948
Senior Research Assistant II	48,717	59,460
Senior Research Assistant I	46,395	56,628

Research Assistant	45,612	55,656

1. On January 1, 2022, the minimum salary rates for 12-month faculty with academic rank will increase by 1%. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum salary rates to the Association and will publish the new rates on its webpage.

2. On February 1, 2022 the minimum salary rates for 9-month faculty with academic rank will increase by the 1%. Prior to February 1 of each year, the Office of Human Resources will provide the new minimum salary rates to the Association and will publish the new rates on its webpage.

3. Summer Session Minimum Salary Rates. Nine-month faculty employed to teach during Summer Term will be paid for Summer Term teaching at a per-credit-hour rate that is no less than 2.5% of the member's base nine-month salary rate.

Section 6. Pay-Range Structure, etc.—Academic Professionals.

(a) The structure for compensating Academic Professionals groups their positions in job families based upon job responsibilities. The levels within families and associated pay ranges are as follows.

(b) Academic Professional 12-month salary rates effective January 1, 2021

Job Family	**Minimum**	**Maximum**
Program Administrator I	$ 45,624	$72,024
Program Administrator II	50,748	83,112
Program Administrator III	63,084	103,644
Advisor/Counselor I	45,624	72,024
Advisor/Counselor II	50,748	83,112
Instructional Technical Specialist I	45,624	72,024
Instructional Technical Specialist II	50,748	83,112
Psychologist	73,008	119,928
Clinical Social Worker	63,084	103,644
Dentist	130,032	213,528
Physician	130,032	213,528
Psychology Resident	45,624	72,024
Educational Technology Specialist	71,508	117,468
Attorney	63,084	103,644

On January 1, 2022, the minimum and maximum salary rates for academic professionals will increase by 1%, unless new language about minimum and maximum salaries is agreed to during interim bargaining after the transition into the new AP job structure. Prior to January 1 of each year, 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.

(c) 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.

(d) Upon completion of the AP transition process to the new Job Family and Job Level structure, the University will provide AAUP with a list of all Academic Professionals, their placement, and their salary, and the parties will immediately commence bargaining to determine new salary minimums for the new Job Family and Job Level structures to replace the salary rate chart in sub-section 2 of this Section.

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 ASR of each tenured faculty member whose post-tenure review finds they meet standards, pursuant to the post-tenure review guidelines adopted pursuant to Article 16 and this Agreement, shall be increased by $4,788. 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.

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

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 2021 shall be:

9-month appt.	**12-month appt.**
$2,237	$2,723

The minimum reassignment salary increase in subsequent years shall be increased by the percentage increase in base pay provided to academic professionals that year due to the change in CPI, unless new language regarding academic professional salaries is agreed to during interim bargaining over the classification and compensation study. 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.

(b) An Academic Professional whose position is reassigned to a higher level in a different job family should consult Article 17, Section 4 (e) and (f) concerning salary rate.

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

As of July 1, 2022, 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 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

Effective September 16, 2017, 9-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.

Effective July 1, 2017, 12-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.

Section 10. Automatic Economic Reopener in 2022.

The economic provisions of this Agreement, and as many as three additional articles chosen by each party, will be renegotiated beginning in January 2022. For purposes of this Section, the "economic provisions of this Agreement" are Article 19 (PROFESSIONAL DEVELOPMENT AND SUPPORT), Article 30 (SALARY AND RETIREMENT) and Article 31 (INSURANCE).

The provisions in Article 30 Sections 6B (Post- Tenure Review Salary Increase), Section 6C (Post-Continuous Appointment Review Salary Increase) and Section 7B (Academic Professional Advancement within a Job Level Salary Increase) shall not be eligible for renegotiation during the term of this agreement. 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.

Section 11. Millar and Hoffman Award Programs

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

(a) To add the following sentence to the first paragraph of the descriptions of both awards: "Although tenure is not required for nomination nor selection, historically this award has been bestowed upon tenured faculty with many years of dedication to the University."

(b) To limit nomination packet size to twenty-five (25) pages for each award.

(c) To add the requirement that only complete and compliant application packets will be considered.

(d) To update the nomination procedures and timelines.

(e) To limit nomination to one primary nominator and up to three co-nominators.

(f) To encourage *all* nominators to write letters that provide substantive detail regarding a candidate's excellence in the relevant areas of award distinction.

(g) To provide for application packets be preserved for one year upon request of the primary nominator.

(h) To allow PSU students to be able to nominate candidates for the Hoffmann Award with a faculty co-nominator.

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: Donated Sick Leave Bank

Accommodations:
Section 15: Disability
Section 16: Religious

Section 17: 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 (DSLB). 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 who holds a tenure-track appointment 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 purpose of promotion and tenure.

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

(k) At the request of faculty member eligible for family or medical leave, the University will consider entering into a special agreement to extend the probationary period for up to one year before mandatory consideration for indefinite tenure 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 DSLB 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 7 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 property 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.

A bargaining unit member, following FMLA or OFLA, or any other type of leave provided under law or in this CBA, whose leave ends in the middle of a term may seek personal/discretionary leave until the end of the term, subject to department or unit approval The University will extend job protections for members using this trailing discretionary leave, and those members will have priority access to the DSLB in order to have benefit continuation.

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 .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 .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 (l)(a) and either (b) or (c) 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 (1) 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 .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. Governor's Day

(b) Benefits eligible Unclassified employees who are employed at .50 FTE or more on a 12-month appointment.

(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) Governor's Day: Oregon's governor 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 Governor's Day. The day is usually designated to be in conjunction with Thanksgiving, Christmas, or New Year's Day. Employees must be employed as of the day prior to the applicable holiday to receive this leave. If requested Governor's Leave days are not available to an employee, the employee may request to take the Governor's Leave on another day.

(f) Scheduling use of a granted Governor's Day must be done in advance cooperatively with the approval of the employee's supervisor. Time off for these days 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.

(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) **Section 2.** 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. DONATED SICK LEAVE BANK ("DSLB")

(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.

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 2 (e).

2. DSLB funds must not be used for any other purpose than those allowed in Article 32 Section 2.

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 (e) above shall change to a higher or lower amount. H

(l) Human Resources will provide to the committee on a quarterly basis; at least one week prior to the DSLB committee meeting, the information in the list below. The information will be provided at once in the same document:

1. Number of Hours (and their monetized value) donated in the bank in current quarter and year to date.

2. Number of participating members this quarter.

3. Number of Hours (and their monetized value) paid out by the bank quarterly and year to date.

4. Number of DSLB sick leave recipients, this quarter.

5. List of all recipients (with no personal information), amount of sick time received and how much requested and approved.

6. DSLB balance (in monetized value).

7. Projected DSLB balance after paid out on approved disbursement requests (and the timing of those future requests) based on the knowledge available at the time.

8. In order to protect bargaining unit member's privacy and health information, the names of members using the DSLB will not be provided.

Section 15: DISABILITY ACCOMMODATIONS

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 16: 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 17. 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.

[Article intentionally left blank.] [Previous text was deleted via collective bargaining.]

Article 34.

[Article intentionally left blank.] [Previous text was deleted via collective bargaining.]

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 faculty member 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. A faculty member 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 a faculty member 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 a faculty member, 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 General Counsel's 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. MEMBER NOTIFICATION

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

1. distribute employee assistance program brochures annually to all members of the bargaining unit (including a copy sent each year to the Association); and
2. 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 39. POST DOCTORAL 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
    a. Faculty members who hire postdoctoral scholars agree to participate in the Postdoctoral Scholar Mentorship program.

    b. 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.

    c. 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:

        1. 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.

        2. Faculty members must make a good faith effort to support and implement each postdoctoral scholar's IDP.

        3. 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 - 45

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
President, Portland State University Chapter American Association of University Professors c/o Portland State University Post Office Box 751 Portland, Oregon 97207 aaup@psuaaup.net	Executive Director PSU-AAUP PO Box 751 Portland, OR 97207 phil@psuaaup.net 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 (FAIR SHARE) 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. NEGOTIATION OF LIMITED REOPENERS

The parties agree to reopen the contract as provided in Article 30 Section 10. Unless the parties agree otherwise, the Association will send written notice to the University no later than November 15, 2021 specifying up to three articles of this Agreement, or new subjects that it proposes to negotiate. The University shall send written notice to the Association no later than November 15, 2021 specifying up to three articles of this Agreement, or new subjects that it proposed to negotiate. Those sections of this Agreement not noticed shall be closed until the expiration date specified in Article 45, Term of Agreement. Negotiation of the articles or subjects noticed for reopener negotiations shall commence no later than December 1, 2021 or such date thereafter as may be mutually agreed upon by the parties.

The parties agree that they will meet and negotiate to replace Article 30 Section 6 paragraph (b) pursuant to Article 30 Section 6 paragraph (d), and Section 4 paragraph d.

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

Article 45. NEGOTIATION OF SUCCESSOR AGREEMENT

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

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

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, 2024.

SIGNATURE PAGE

DocuSign Envelope ID: 63SEF643-1660-460A-B903-9528D14F1F72

Signature Page:

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

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

APPENDIX A: PAYROLL DEDUCTION/MEMBERSHIP APPLICATION

Payroll Deduction Authorization/ Membership Application

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

Department: _____ **Date of Hire:** _____

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

Non-PSU Email: _____

PSU Email: _____ **@ pdx.edu**

Select One:

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

Choose to become a Member or Voluntary Representation Fee Payer

Membership (SIGN BOTH SIGNATURE LINES)	**OR**	**Voluntary Representation Fee Deduction**
☐ **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. X_____ **Signature of Member** REQUIRED Date **Member Dues Deduction** ☐ **As a member of PSU-AAUP, I authorize withholding and remittance of member dues.** 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. X_____ **Signature of Member** REQUIRED Date	or	☐ **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. 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. _____ Signature of Voluntary Representation Fee Payer Date Truncated form

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,
the 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	Date	Employee ID Number
☐ Copy to Department and Employee	☐ Original to HR	

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 Adj.	In-Range Salary Adv.	LWOP	FMLA/ OFLA	Career Devel. Lv.	Sabbat-ical Lv.	Vaca -tion Lv.	Sick Lv.
Notes >>	**1**	**1**	**1**	**2**			**3**	**4**	**5**	
Tenure-track	yes	yes	yes		yes	yes	yes	yes		yes
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 Enhncmt. Awards	Faculty Travel Awards	Other Faculty Devel. Awards	Teaching, Research, Service Awards	OAI Wrkshps.	OIT Wrkshps.	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**

Revised 6/18/19

[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 herein2 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?	

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] Dean's/Director's Approval
[Rank/Title]
[Department]

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

_____ _____ _____
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. Truncated form

_____ _____ _____.
Signature Date Employee ID Number

LETTERS OF AGREEMENT #1 - #5

LETTER OF AGREEMENT—LOA #1: ACADEMIC FREEDOM TASK FORCE

The University and Association endorse the creation of a Task Force on the State of Academic Freedom at Portland State University, to include representatives from the Association, Faculty Senate, and the Office of Academic Affairs. The specific charge and composition of the Task Force would be determined in consultation with the Faculty Senate Steering Committee. The University and Association jointly recognize that the protection of academic freedom in a changing political and technological environment raise issues that are deserving of sustained study by such a Task Force.

LETTER OF AGREEMENT—LOA #2: RESEARCH BRIDGE FUNDING PILOT PROJECT

The University and the Association share interests in stability for employees, retaining high quality research faculty and staff, and maintaining productive research programs. Tenure-related and non-tenure track research faculty occasionally experience breaks in external funding, which can result in loss of employment to personnel critical to the continuation of their research programs and the University. Access to short-term bridge funding assists such faculty members in maintaining adequate levels of staffing so they can work to secure new funding and thus maintain their research program.

The University will establish a Research Bridge Fund of $70,000 each year for fiscal years 2021 and 2022. Monies remaining from the balance of the Faculty Travel Awards Account will be used to cover the costs of the bridge funding. These funds are to be used, at the discretion of the Vice President of Research and Graduate Studies, to support continued employment of non-tenure track research faculty and staff who would be terminated or experience a significant loss of FTE without such funding. If all of the monies in the Research Bridge Fund are not spent at the end of fiscal year 2021, these monies may carry over to fund the allocation for fiscal year 2022.

The Vice President for Research and Graduate Studies will provide faculty the opportunity to apply to the program each quarter using the criteria previously established in collaboration with the Research Bridge Fund Advisory Committee as part of the extension of the pilot program. The Vice President for Research and Graduate Studies retains the right to alter the administration of the program as long as the focus and intent of the program does not change. Prior to any changes to the program that change eligibility or accessibility criteria, the VP-RGS will meet and discuss those proposed changes with PSU-AAUP and will allow PSU-AAUP to provide feedback about the proposed changes. PSU-AAUP will be informed of any alteration of the program.

At the end of fiscal year 2022, the Office of Research and Graduate Studies will prepare a report regarding use and operation of the Research Bridge Fund and shall provide the report to the Association.

LETTER OF AGREEMENT—LOA #3: STUDENT EVALUATION TASK FORCE

The Association and the University agree to jointly recommend that the Ad-Hoc Committee to Craft Language on Diversity, Equity, and Inclusion for the University Promotion and Tenure Guidelines examine how student evaluations and course surveys should be used in faculty reviews and promotions. The parties recommend that the Ad-Hoc Committee survey the literature on student evaluations to understand the potential bias in these instruments, explore the best practices for evaluating teaching in higher education, and make recommendations for changes to the use of student evaluations in the University Promotion and Tenure Guidelines.

LETTER OF AGREEMENT—LOA #4: PSU and AAUP STANDING COMMITTEE ON WORK/LIFE BALANCE

The Association and the University shall establish a standing committee to continue policy and practice development that will provide support and career options for employees who balance family and career.

The idea of this standing committee grew out of LOA #5 in the CBA for 2013 to 2015 that established the Family Friendly Task Force. The members of this Task Force requested that a standing committee be established to continue their work so that additional consideration and assistance to members around work/life balance could be on-going.

The Standing Committee on Work/Life Balance will have 9 members: 3 each appointed by PSU-AAUP, Faculty Senate, and Administration. The Committee will begin its work in the fall of the 2015-16 academic year. The committee members will decide how often to meet and when to meet. The University will provide support personnel to assist with notification of meetings, scheduling rooms, and taking notes and providing them to members.

This Committee will be guided by the work of the former Family Friendly Task Force as well as by the recommendations brought forth at bargaining on July 10, 2015 by both PSU-AAUP and Administration. The Committee will be charged with:

1. Proposing revisions to the "Work/Life Policy" dated August 10, 2001 that is currently on PSU Human Resource's website, as provided in the University Policy on Policies;
2. Creating a family friendly tool kit that could be utilized on campus;
3. Researching best practices for spouse hiring and developing proposals for consideration; and
4. Considering recreational opportunities that would provide a healthier and more family-friendly workplace

A report from this committee will be due on April 1, 2016. This report will be in writing and will be submitted to the Faculty Senate Presiding Officer, the President of PSU-AAUP, and the Provost. Thereafter, the Committee is to issue status reports every six months.

LETTER OF AGREEMENT – LOA #5: TRANSITION INTO PCAR PROCESS AND PCAR SALARY INCREASES

Subject: LOA (new) for transition into the new Article 18 Section 2 (f) Post Continuous Appointment Review (PCAR) process and PCAR Salary Increases

Recitals

The parties revised the post continuous appointment review process from every 3 years to after the 5th year in CA and every 5 years following the first review per signed MOU dated May 7, 2019. The parties later negotiated new PCAR review processes with salary increases per signed MOU dated. The parties now seek a transition for Non-Tenure Track Instructional Faculty members on continuous appointment (NTTF-CA members) into the new system that includes PCAR salary increases.

Agreement

PCAR Cycle:
NTT-CA instructional faculty members who promoted in rank since their Successful Milestone Review or last PCAR shall become eligible for PCAR consistent with Article 18 Section 2 (f) based on the effective date of their successful Milestone Review or successful promotional review increase.

PCAR Increase and Effective Date:
NTT-CA instructional faculty members who received a positive PCAR at the three-year mark as specified in the 2015-19 CBA, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without the need to undergo another evaluation.

For those NTT-CA instructional faculty members who received a PCAR under the 2015-19 CBA, their new PCAR Effective date will be the September 16th following the completion of their original PCAR (prior to commencement of newly negotiated salary increase).

Exceptions to the above are those members who were promoted since their original PCAR. For this latter group, the promotion effective date will be the PCAR effective date.

See chart below for sample PCAR Review Cycles and Effective Dates:

PCAR Review: 2019/20
PCAR Effective Date: 9/16/20
Year 1: 2020-21
Year 2: 2021-22
Year 3: 2022-23
Year 4: 2023-24
Year 5: 2024-25
Review Year: 2025-26
PCAR Effective Date 9/16/26

PCAR Review: 2019/20
Promotional Review: 2020/21
Promotion Effective Date: September 16, 2021
PCAR Effective Date: September 16, 2021
Year 1: 2021-22
Year 2: 2022-23
Year 3: 2023-24
Year 4: 2024-25
Year 5: 2025-26
Review Year: 2026-27
PCAR Effective Date: 9/16/27

MEMORANDA OF UNDERSTANDING/AGREEMENT – MOU/MOA #1-#11

Memorandum of Understanding #1 CREATION SCHOOL OF PUBLIC HEALTH
October 9, 2015

Subject: Creation of the OHSU-PSU School of Public Health (OHSU-PSU SPH)

Recitals

Portland State University (PSU) seeks to establish a new OHSU-PSU School of Public Health (OHSU-PSU SPH) in collaboration with the Oregon Health and Science University (OHSU). It is anticipated that PSU School of Community Health (SCH), and other PSU faculty members from the Mark O. Hatfield School of Government, Division of Public Administration, will subsequently seek to administratively and/or physically move to OHSU-PSU SPH. Other units or faculty members may move as appropriate.

Agreement

1. All employees of the OHSU-PSU SPH remain employees of their home institution. Employees of PSU shall be governed by rules, policies, statutes, and applicable collective bargaining agreement at PSU, and shall enjoy all rights and privileges of PSU employment. They shall retain their PSU rank, and all rights and privileges associated with that rank. Any joint appointments will have delineated a primary employer, whose rules, policies, statutes, rights and privileges of rank and other associated rights and privileges, and collective bargaining agreement, if applicable, will govern their employment.

2. Departments/units that move to OHSU-PSU SPH will follow the procedures outlined in Appendix 1. Individual tenured and tenure-track faculty members who move to OHSU-PSU SPH may subsequently request to move their tenure home consistent with the guidelines for transfer of tenure home. The parties agree to consider adopting procedures for the transfer of non-tenure track faculty position, and the transfer of academic professional positions in negotiations underway for a successor agreement to the 2013-15 Collective Bargaining Agreement.

3. This MOU, along with a memo that states the action taken by the department and/or individual faculty member to move, shall serve as an addendum to all letters of appointment in departments that vote to move to OHSU-PSU. PSU shall not otherwise modify the letters of appointment of faculty members who move to OHSU-PSU SPH without agreement of the faculty member.

4. A tenured faculty member in a department/unit that votes to move to OHSU-PSU SPH shall be given the right to opt out of the move, and request to move their tenure home (including their tenure line and associated support) to another department/unit at PSU with no change in rank, salary, or tenure status. A department/unit's decision to accept the transfer shall constitute agreement to support the faculty member with appropriate office space and additional space (e.g. lab space) to do their research, if applicable. The faculty member's tenure line will be released by the department moving to OHSU-PSU SPH to enable the faculty member and the line to move to the new department.

5. Should the "Inter-Institutional Agreement related to Joint Graduate Degrees or Certificate in Public Health Between Oregon Health and Science University and Portland State University," *OHSU Contract # AFF-2014-0354* be terminated prior to June 30, 2020 pursuant to Article l, Section D of the agreement, PSU faculty in the OHSU-PSU SPH shall have reversion rights to be placed in

another PSU college or school with the same terms and conditions of employment in place prior to the move to OHSU-PSU SPH.

6. Promotion, Tenure, Merit Pay, and Post Tenure review committees as required by PSU P&T Guidelines shall be populated with faculty members employed by PSU. OHSU faculty members may be invited to participate on these committees in the same way an outside reviewer would be invited to participate on these committees. The duties of the department chair/chair equivalent and Dean in PSU Guidelines shall be performed as determined by the departmental guidelines and those administrators are ultimately responsible to PSU Provost.

7. Teaching, research and service expectations for PSU faculty members who move to the OHSU-PSU SPH will be consistent with other PSU faculty. The assignment of additional duties shall be addressed through the AAUP-PSU CBA Article 30 preamble.

8. Supervision of PSU employees in the OHSU-PSU SPH shall be the responsibility of department chair/chair equivalent who is responsible directly to the Dean who is ultimately responsible to PSU Provost.

9. All PSU employees in the OHSU-PSU SPH will be granted office space, tools and/or lab space as appropriate to perform their assigned duties. Employees shall be stationed proximate to the institutional resources that are necessary to perform the duties of their position.

10. PSU employees shall not have their offices or work assignments physically relocated to the OHSU campus without consulting with the affected employee.

11. Positions established with PSU as their home institution, pursuant to #1 above, shall not be eliminated or reduced for the purposes of creating substantially the same position at OHSU.

12. PSU employees who work on the OHSU campus shall be provided access and allowed to participate in OHSU phone, text, and email emergency alert systems.

13. PSU employees who work on the OHSU campus shall be provided remote access capability to PSU student and financial systems, and any other PSU system to which they require access to perform the duties of their position. If remote access is not possible, then PSU employees assigned to work at OHSU who are required to perform specific duties at PSU to utilize PSU systems or resources that are not available remotely shall be provided office space and the tools sufficient to perform their duties at PSU. PSU will provide training on access of these remote systems.

14. PSU employees in the OHSU-PSU SPH will be provided access to information resources at OHSU as allowed by the OHSU-PSU collaboration agreement. Faculty members with affiliate appointments and a letter from the Dean will be provided with full access to the OHSU Library.

15. All undergraduate students enrolled in the OHSU-PSU SPH will be matriculated at both OSHU and PSU. OHSU-PSU SPH faculty and academic professionals who serve undergraduate students who are PSU employees shall be located proximate to the students they primarily serve. Faculty who have a concern about their work location can request a schedule accommodation and/or a change in work

location from the Dean of OHSU-PSU SPH.

16. PSU shall provide dedicated meeting space on PSU campus for OHSU located faculty to have office hours and/or have private one on one conversations with students. This shall include access to computers and PSU systems as necessary to provide guidance to students.

17. PSU shall provide OHSU-PSU SPH employees who have been approved by the Dean as having a need to travel to the OHSU campus the following:

    a. OHSU tram passes and
    b. Tri-met passes subsidized at the same rate as offered to OHSU employees.

18. The parties acknowledge that PSU faculty members and academic professionals who work in the OHSU-PSU SPH are professional employees and shall retain the flexibility they currently enjoy at PSU and consistent with the needs of the school/department/unit. The OHSU-PSU SPH will establish a shared governance procedure that will include the creation of a comprehensive and faculty-approved set of the OHSU-PSU SPH bylaws and will be consistent with PSU Faculty constitution.

18. PSU employees in the OHSU-PSU SPH who need to travel between the OHSU campus, PSU campus, and/or Collaborative Life Sciences Building on the South Waterfront shall be granted adequate travel time to and from those sites to attend required meetings, and/or other teaching assignments, and/or other assigned tasks or meetings.

19. 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.

20. This MOU shall be attached to and become a part of the parties' collective bargaining agreement. Alleged violations of this MOU shall be addressed through the contractual grievance procedure.

Appendix 1
Guidelines used for Transfer of Academic Units to the OHSU/PSU Joint School of Public Health (SPH)

Preamble

This procedure applies only to the transfer of the unit indicated and shall not be precedential on future transfer of units across Schools and Colleges at PSU.

I. Background and Purpose

Academic units[3] (e.g., departments, divisions, programs) within a university may at some juncture wish to explore a different organizational affiliation. For example, an academic department may wish to consider moving its academic home from one school or college to another. A variety of factors may justify such a transfer of academic home in order to better facilitate achievement of the University's academic mission.

The purpose of these guidelines is to provide transparent, inclusive procedures that:

- Foster collaboration between and among departments and colleges considering such moves.
- Promote discussion on the merits of proposals.
- Solicit a variety of viewpoints on the educational merits of proposals.

These guidelines apply to the shifting of academic units from one college to another, from one school to another, from a school to a college or from a college to a school. Discussions may be initiated by a majority of faculty in the academic unit or by the Department Chair, Director, Dean, Provost or President however, the transfer must be faculty led and follow established Faculty Senate processes. The unit head will be responsible for shepherding the proposal through all decisions and review processes. Proposals may be withdrawn at any point in the process by the unit initiating the transfer request.

II. Principles Guiding the Transfer of an Academic Unit

The process of proposing moves and evaluating proposals adheres to three fundamental principles:

1. Shared governance
2. Academic quality and student learning
3. Inclusive and collaborative decision making process

The relocation of the initiating unit to a new academic home must support the academic mission of that unit, the proposed new academic home as well as the university, college and the other departments involved. A strategic argument – including the department's current status as well as its desired trajectory – for the relocation should be created and shared in a transparent, productive and collegial manner that is evidenced by active and open solicitation and consideration of the viewpoints of all constituencies.

Alignment, synergies and innovations may be demonstrated by congruence and/or complementarity of the academic curricula offered by the initiating unit and the new academic home; congruence and/or complementarity of the initiating unit's discipline(s) with the disciplines in the new academic home; and potential for new or expanded collaborations with regard to curriculum development, existing degree programs, faculty and student scholarship, community engagement and strategic enrollment

3 For the purposes of this template, the following definitions shall be used: (1) The *initiating unit* is the academic unit that is assessing the benefits and costs broadly conceived of relocation to another academic home within the university; (2) The *current academic home* is the school or college within which the initiating unit is presently located; (3) The *new academic home* is the school or college that is proposed to be the new organizational location for the initiating unit. (Some proposals might include options that identify multiple possible new academic homes).

management. The impact on stakeholders (including and especially students) should be assessed, and they should be given adequate notice as to changes in the academic unit's reorganization within the university. (See item A-4 in Section IV)

III. Steps in Proposal Development

The chair or designated representative of the initiating unit will:

A. Discuss the proposed move with faculty [4] within the initiating unit to gauge interest. At this point in the process, the discussions are to determine whether there is sufficient interest in exploring moving a unit to a new academic home. A vote will be taken, in accordance with existing departmental guidelines, to determine if the chair or designated representatives may be empowered to launch a full exploration of the possible transfer of the academic unit. Units are highly encouraged to consider the needs of all members of the unit including non-tenure track faculty and academic professionals.

B. If the vote is positive, the designated department chair or representatives will meet with the deans of current and potential new academic home(s) to discuss ideas and rationale for an academic home.

C. Draft a proposal that outlines the rationale and expectations associated with changing from the current and new academic homes (see Section IV below and OAA policies).

D. It is recommended that the unit inform the Educational Policy Committee at this stage of conversation; prior to the development of a formal proposal.

E. Meet with the deans of the current and new academic home, the Vice Provost for Academic and Fiscal Planning, the Dean of the Graduate Studies and Provost to discuss draft proposal and obtain feedback from the deans and Provost about the proposed move. The proposal may be modified to clarify mutual expectations about resources, governance and other issues related to the move.

F. A vote will be taken in accordance with existing departmental guidelines. Two-thirds of the voting eligible faculty, as defined by the academic unit, must be in support of the move to a new department.

G. If proposal receives two-thirds affirmative vote, complete the proposal and submit to the deans as the first step in the existing process for creation, elimination and alteration of academic units (see review process at http://www.pdx.edu/oaa/academic-units).

IV. Proposal

A. All requests for change of academic home should include answers to the following questions:

1) *Objectives:* What are the goals and objectives of the proposed move?

2 Faculty as defined by the academic unit

2) *Current Status*: What is the current status of the unit with regard to:

a. Academic degree programs offered (graduate and undergraduate degrees, minors and certificates) and current numbers of students enrolled in each program

b. Scholarly activity (including grants and contracts and amount of extramural dollars generated in the past three years)

c. Existing collaborations of significance at the local, state, national and/or international levels

d. Vision and mission of the department

e. Size of staff, including number of faculty, staff and student workers

f. Number of untenured (tenure-track), tenured, non-tenure track Faculty (NTTF) (with lengths of contracts), academic professionals, adjunct faculty, and graduate assistants with median salary and salary ranges for each

g. Number and responsibilities of graduate students (if relevant), current stipends and graduate tuition remission

h. Budget allocated to the unit

i. A completed RCAT planner

j. Space allocation, including number of offices for faculty, staff, students, administrators, and any other spaces (e.g., labs, conference rooms, supply rooms) used by the unit

k. Specialized accreditation (if relevant)

l. Existing connections and collaborations with the current and new academic home including past/current collaboration of faculty, staff and students, joint programs or appointments and affiliations with relevant centers and institutes

3) *Rationale for Reorganization:* What are the expected benefits to the initiating unit associated with relocation to a new academic home? Include a costs/benefits analysis, as possible. Responses should address the alignment, synergy and innovation elements outlined in the first point of the Principles section.

Also, under consideration will be the initiating unit's history (how long initiating unit has been in current academic home, rationale for the shift, any conversations that have already taken place). Where appropriate, the initiating unit may provide a description of

the criteria used to select the new academic home and a summary of where similar units are housed at comparator institutions.

4) *Impacts*: What are the anticipated positive and negative impacts of the proposed transfer on the current academic home and the new academic home? On other departments, units? On the university? On students? How will this move affect the current and new academic homes' organization?

a. Impact on current students (both graduate and undergraduate). Include an evaluation of the following:
    i. College- or school-specific requirements in the new and current academic homes
    ii. types of degrees conferred, including major and minor requirements
    iii. number and types of required courses
    iv. student services (including academic mentors and advisors)
    v. other

b. Impact on current faculty and staff, especially as it relates to tenure and promotion decisions

c. Impact on resources (number of positions, space, equipment, time)

d. Impact on quality of program, including the impact on the following aspects:
    i. student recruitment
    ii. time to graduation and graduation rates
    iii. specialized accreditation
    iv. interdisciplinary efforts
    v. scholarly productivity
    vi. other

e. Impact on external constituents (alumni, donors, community and industry partners), including any existing agreements and expected changes to existing agreements

f. Impact on other departments and offices in both current and new academic homes.

g. A current and new organizational chart for all units affected

5) *Expectations*: What are the fundamental elements of an agreement that the initiating unit sees as critical in order for the transfer review process to move forward?

The initiating unit and the new academic home need to develop a clear understanding of how the initiating unit will administratively operate within its new academic home. This understanding shall include expectations about work assignment, governance bylaws and

P&T guidelines and resources. Most of this should be contained in Section 4 above, but other, unexamined assumptions should be described and discussed.

6) *Agreement:* The current and new academic homes will develop a mutual agreement (MOU) which designates what personnel, budgets and related resources will move from the current home to the new academic home. The impacts (as described in Section 4 above) should inform the mutually agreed-upon MOU.

7) *Timing:* Achieve consensus on the initiating unit's current and new academic homes' preferred timing for the transfer of academic home and determine the rationale for this timing.

8) *Budget.* Reset expectations (revenue requirements and expenditure budget) for current and new academic homes.

V. Approval process

The following steps must take place once the proposal is developed and approved by the unit wishing to transfer:

1. A recommendation from the deans of the current unit college and the college of desired transfer.

2. The proposal, with the recommendations from the deans is forwarded to the Educational Policy Committee (EPC).

3. The EPC (in consultation with the Faculty Senate Budget Committee (FASBC) provides a recommendation to the Faculty Senate.

4. The Faculty Senate provides a recommendation to the Provost.

5. The Provost makes the final decision.

1. Budget and personnel transfers will take place in the timeline deemed appropriate

Memorandum of Understanding #2 PROVISIONAL PT GUIDELINES SCHOOL PUBLIC HEALTH
November 2, 2016

Subject: Provisional Promotion and Tenure Guidelines for the OHSU/PSU Joint School of Public Health (JPH)

Recitals
The JPH was established in AY 2015-16. The PSU School of Community Health (SCH) moved from CUPA to JPH on or about July 1, 2016. The JPH does not yet have approved promotion and tenure guidelines. Several faculty members in JPH are eligible for promotion in academic year 2016-17. The SCH P&T guidelines were recently revised to fully comport with the rank changes made in 2014.

Agreement
The parties agree that the JPH shall use the SCH P&T guidelines for promotions and post tenure review of PSU faculty in 2016-17 and until such a time that they are replaced by approved JPH P&T Guidelines.

Members in JPH who were formerly members of the Health Management and Policy and the Health System and Policy degree programs from the Division of Public Administration, Mark O. Hatfield School of Government (HSMP), shall use the Division of Public Administration P&T Guidelines until they are replaced by approved JPH guidelines, and as necessary, the process may include JPH faculty, PA Division faculty, or other appropriate PSU faculty whose faculty appointment and scholarly interests are aligned with those of the faculty under review.

Memorandums of Agreement #3 ADVISING REDESIGN IMPLEMENTATION
March 14, 2018

Subject: Impact of the Implementation of the Academic and Career Advising Redesign

Recitals

The University will implement the Academic and Career Advising Redesign recommendations through a multiphase plan. The parties wish to reach agreement on those aspects of the plan that fall within the University's and Association's scope of bargaining.

Agreement

All sections of this agreement apply to "professional advisors" who are supervised within the coordinated advising structure and identified in Appendix 1. This group may change over time.

In addition to "professional advisors," there are "other advisors" who have FTE allocated to advising activities and assigned advising caseload, who are also engaged in the common advising practices.

For the purposes of this agreement, the word "advisor" refers to both "professional Advisors" and "other advisors" unless otherwise specified, and/or as specified in the paragraph below.

Only the sections of this agreement titled *Advisor Assignments* and *Advisor Professional Development, Training and Support* apply to "other advisors". As of the date of this agreement, the current "other advisors" are identified in Appendix 2 (NOT INCLUDED IN THIS CBA). This group may change over time.

Advisor Caseload and Workload

1. Pathway Advising Directors, in agreement with the Associate Vice Provost for Advising and Career Services, will assign advisor caseloads in a fair manner which considers all required advisor duties and responsibilities. Workload may vary among advisors.

2. The Associate Vice-Provost for Advising Career Services, in consultation with Pathway Advising Directors and individual advisors, will re-assess advisor caseloads and workload at least once a year beginning Summer Term 2019.

3. Advisors will exercise professional judgment to manage their job duties and responsibilities in consultation with their supervisors.

4. Advisors 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, advisors 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.

Appointment Scheduling

1. Professional Advisor support needs, and resources allocated for scheduling may vary by Pathway.

2. The work that professional advisors do involves projects, committees and paperwork associated with advising students, and time will be allocated for that work.

3. Professional Advisors will exercise their professional judgment when scheduling their availability and appointments with students in consultation with their Pathway Advising Directors.

4. Each Pathway, in agreement with the Associate Vice Provost for Advising and Career Services, will determine the process for providing drop-in advising.

Advisor Professional Development, Training & Support

1. Advisors will receive any training relevant to Student Advising Milestones, exploratory advising, interdisciplinary major advising and cross training within and across pathways, and generally any training necessary to perform the duties of the position. Advisor training will be ongoing, iterative and inclusive, and will be provided on an as-needed basis.

2. Pathway Advising Directors and the Associate Vice Provost for Advising and Career Services will seek input and receive requests for training from advisors, and will be responsive to advisor training needs.

3. Advisor training is not professional development pursuant to CBA Article 19. Advisor training related to Academic and Career Advising Redesign will be provided by PSU. Professional Development and training activities will be conducted during work time.

4. Advisors will engage students in the Student Advising Milestone topics; that engagement will not be a replacement for the services and expertise provided by Career Services, Financial Aid and Student Financial Services. Advisors will be provided a direct point of contact to support the delivery of Student Advising Milestone content, as necessary (e.g., direct phone line access to Financial Coaches in Student Financial Services).

Advisor Location and Work Environment

1. Professional advisors, as listed in Appendix 1, 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; sufficient space and chairs to have meetings with students; and computer, phone and other resources typically required in the position.

Advisor Roles and Responsibilities

1. No professional advisor 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. Professional advisors will have one assigned supervisor (supervisor of record) to whom they report. Pathway Advising Directors and the Associate Vice Provost of Academic and Career Advising Services will communicate as necessary to relevant department chairs/program directors and school /college academic leadership that work will be assigned to advisors in a way that respects and acknowledges the advisors' primary responsibility is to advising.

Personnel Evaluation and Supervision

1. The parties recognize the coordinated Advising structure as the "unit" in Article 17 Section 8 (b). A common set of performance criteria will guide the evaluation process. To the greatest extent possible, evaluation processes across Pathways will be consistent in design and application.

Implementation

1. Issues that are not resolved about the impacts of the Academic and Career Advising Redesign should be brought to the Labor Management Committee.

2. This agreement shall become effective upon ratification.

3. This MOA shall become an addendum to the 2015-19 Collective Bargaining Agreement between the parties. The parties shall determine what elements of this agreement shall be retained, and how it will be incorporated in the successor agreement at the time it is negotiated.

Memorandum of Agreement #4 SPH GRADER ASSIGNMENT PROCEDURE
March 1, 2019

Subject: School of Public Health (SPH) Grader Assignment Procedure

Purpose

This Procedure is established to provide guidelines for the assignment of graders to instructors of Undergraduate courses in the SPH that are consistent and equitable.

1) Definitions

a) Grader: A graduate-level student worker who provides grading support to an assigned instructor for a specific course. Graders are not Graduate Teaching Assistants because Graders do not have direct or indirect classroom and/or laboratory instructional responsibilities.

b) Course Enrollment: The official registration count recorded in Banner.

c) Instructor: The faculty member of record assigned to teach a specific undergraduate course.

2) School of Public Health Grader Assignments

a) Grader assignments for undergraduate courses taught by instructors in SPH shall be based on numerical corridors tied to course enrollment per the table below for each assigned course per term. The Associate Dean Academic Affairs (AD/AA), in consultation with the faculty member, shall make the final decision about assigning grader support to each course. If a Graduate Teaching Assistant (GTA) is assigned to an instructor, the instructor will not be eligible for grader support.

Enrollment	Grader Hours per Course
45-49	40
50-74	50
75-99	100
100-124	125
125-149	150
150+	175

The Associate Dean Academic Affairs (AD/AA), in consultation with the faculty member, shall make the final decision about assigning grader support to each course. If a Graduate

Teaching Assistant (GTA) is assigned to an instructor, the instructor will not be eligible for grader support.

3) Grader Duties

a) A grader assigned to an undergraduate course in the SPH may be a current graduate student or have earned a graduate degree in a relevant discipline; graders may not be enrolled in the degree program in which the course they are supporting is offered.

b) Graders may be assigned the following responsibilities:
   i) Marking multiple choice, true/false, fill-in-the blank, and short-answer quizzes, exams or other assessments based on an instructor-provided answer key. Graders may assign the total earned grade to such assessments;
   ii) Preliminary review and marking of long-answer, essay, and research paper assessments. The instructor must review and complete the final marking of such assessments, and assign the grade;
   iii) Data entry of exam/assessment scores for record keeping and calculation of final course grades. (Graders shall *not* enter course grades in Banweb);
   iv) Clerical/administrative support such as scanning, copying, transcribing, and formatting of assessment instruments;
   v) Distribution and collection of assessments.

c) Graders may *not* be assigned instructional responsibilities such as:
   i) Responding to online course discussion group postings;
   ii) Preparation of instructional content;
   iii) Responding to student email inquiries or requests for additional instruction;
   iv) Meeting with individual students or student groups to provide feedback on assessment of course assignments or other forms of instruction;
   v) Routine maintenance and posting of course materials to online platforms (D2L);
   vi) Exam proctoring;
   vii) Having direct classroom and/or laboratory instructional responsibilities; or,
   viii) Holding office hours for the purpose of personal contact with students.

d) Graders shall be oriented to their responsibilities by the course instructor.

4) Hiring Protocols and Course Section Eligibility

a) When possible, the course instructor may identify and recommend to the Program Director and the Associate Dean for Academic Affairs (AD/AA) student(s) who they believe are qualified to be a grader for a specific course.

b) Grader hiring decisions shall be made by the AD/AA.

5) Grader Support Request Procedure

a) The instructor shall submit an enrollment projection for each course section they are teaching

by no later than four weeks prior to the commencement of the term grader support is requested.

b) At the time the course section grader support request is submitted, the instructor shall submit a list of recommended or requested graders.

This MOA shall become an addendum to the parties Collective Bargaining Agreement and shall be added to the language of the CBA as the parties deem appropriate when the successor agreement is compiled.

Memorandum of Agreement #5 COE DOCTORAL COMPENSATION POLICY
September 16, 2020

Subject: College of Education (COE) Doctoral Compensation Policy

Recitals:

The Faculty in COE have determined that the 2015 11Nov17 MOU GSE Release Time Policy is no longer suitable to the needs of faculty members to receive compensation at the time the work is performed. The parties wish to empower a new agreement that resolves that issue.
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Agreement:

1. The parties agree to adopt the Doctoral Faculty Workload Release Policy dated September 16, 2020 for implementation commencing in Fall term 2020. It is attached as Appendix A.
2. Should COE seek modifications to the policy, the University shall provide notice to the Association of those modifications prior to implementation.
3. This MOA and the policy will be incorporated in the successor Collective Bargaining Agreement as an Appendix during housekeeping.

MOA COE Doctoral Faculty Workload Release Policy
Appendix A
COE Doctoral Faculty Workload Release Policy

The Doctoral Faculty Workload Release Policy in the College of Education (COE) details how faculty are released from teaching when they serve as core advisors of doctoral students and dissertation chairs or dissertation committee members. This policy defines the responsibilities of doctoral faculty roles and how workload release is provided for COE faculty who serve as core advisors, dissertation chairs and dissertation committee members for COE doctoral students. (Note: Service on doctoral committees outside the COE or PSU is professional service and is not part of this workload release policy.) This policy replaces the AAUP MOU #4 11/5/2015, GSE Doctoral Faculty Workload Release Policy.

Equity in Faculty Advisor Selection

To prioritize student excellence and success in doctoral education, the COE leadership and doctoral faculty commit to advancing equity in the selection of faculty advisors for doctoral students. To this end, doctoral faculty consult with their department chairs about their service and role as core advisors including dissertation chair and dissertation committee members.

Faculty Work Assignment

Given that faculty work assignment is a department responsibility, the department chair and departmental administrators manage (i.e., assign) faculty workload release for service as Core Advisors, Dissertation Chairs and Dissertation Committee members in the doctoral program. Teaching work assignment is defined per credit and the chair approves all assignments. All credits for Core Advising and serving as Dissertation Chair are assigned on an annual basis for the year the advising is provided. Guidelines for Dissertation Committee members are different due to the smaller amount of work required by faculty as

committee members, the varying timeframes for completion of the dissertation, and the challenges of incorporating fractions of a single credit unit (i.e. committee members earn 0.2 credits for each completed dissertation defense) easily in to faculty workload. For these reasons, faculty service as Dissertation Committee members will be awarded through faculty release retroactively following service, when accrued credits (e.g. 1.0 credit for completion of five dissertations) allow for conveniently incorporating the credits into workload. The policy for Dissertation Committee members will be described separately following descriptions for Core Advising and Dissertation Chairs below.

Administrative Process

1. The Doctoral Program Coordinator tracks earned credits as students are admitted to the program, make progress through the program and complete milestones (i.e., core paper completion, dissertation proposal, dissertation defense).
2. The Doctoral Program Coordinator provides a report of faculty teaching credit for the following academic year to department chairs at the beginning of Winter term.
3. Credit allocation for core advising and serving as a dissertation chair occurs prior to each academic year during faculty workload planning with the department chair. Credit allocation for serving as a dissertation committee member are tracked each quarter. All credits for serving as a core advisor or dissertation chair (or dissertation committee member, as credits are earned) will be allocated in faculty workload at the beginning of the academic year.
4. If changes are required mid-year due to doctoral students who drop out from the program or request to change advisors or dissertation chairs, the department chair will meet with the faculty to re-allocate those future credits.

Workload Release Policy

Release is provided for the following doctoral faculty roles: core advising, dissertation chair, and dissertation committee member. In Year 3 and Year 4, Dissertation Chairs guide the development of the dissertation proposal and dissertation. Year 5 is provided on an as needed basis. A description of the policy for Core Advising and Dissertation Chairs is described below according to the doctoral student's year in the program.

First Year Doctoral Students (Core Advising)

Department Specialization faculty complete interviews and make admission and advising decisions for incoming doctoral students in their identified specialization area by March 1st of the preceding academic year. Department Specialization faculty meet to make advisor assignments for incoming doctoral students by March 15th of the preceding academic year; however final admissions decisions can be completed as late as September 15th.

Department chair coordinates with each faculty member to allocate teaching workload release for each assigned advisee; teaching workload release is completed by spring term and finalized by September 15th prior to beginning Year 1.

<u>Core Advising</u>

<u>Workload Release</u>: Faculty receive <u>1 credit</u> per student for Core Advising in their teaching work release during Year 1 of the doctoral student's program.

<u>Core Advising Responsibilities:</u>

- support development and completion of the core paper
- serve as a reader on a minimum of one additional core paper.

Second Year Doctoral Students (Core Advising)

Faculty advisors will retain most of their advisees. However, advisees have the option to change advisors through communication and support from their current advisor and Department Specialization faculty. Department Specialization faculty meet to finalize advisor assignments for doctoral students by March 15th of Year 1.

Department chair coordinates with each faculty member to allocate workload release for each assigned advisee; workload release is completed by spring term and finalized by September 15th prior to beginning Year 2.

Core Advising

Workload Release: Faculty receive 1 credit per student for advising in their work assignment during Year 2 of the doctoral student's program.

Core Advising Responsibilities:

- support preliminary development of the dissertation proposal
- support identifying and finalizing a Dissertation Chair, which includes supporting the doctoral student to communicate with potential Dissertation Chair candidates
- Dissertation Chairs should be identified for each advisee and submitted via e-mail to the Doctoral Program Coordinator by April 1st

Third Year Doctoral Students (Dissertation Chair)

Dissertation Chairs for each student will be identified prior to beginning Year 3. During fall and winter term of Year 2, doctoral students will be communicating and planning with doctoral faculty to finalize a Dissertation Chair. Specialization faculty meet and finalize Dissertation Chair assignments for doctoral students by April 1st of Year 2.

Department chair coordinates with each faculty member to allocate workload release for each assigned advisee. Teaching workload release is completed by spring term and finalized by September 15th prior to beginning Year 3.

Dissertation Chair

Workload Release: Dissertation Chair receives 2 credits per student for advising in their work assignment during Year 3 of the doctoral student's program.

Dissertation Chair Responsibilities:

- support the doctoral student in finalizing a dissertation committee*
- support the development of the dissertation proposal
- support completion of the proposed dissertation
- provide evaluative feedback on dissertation
- conduct the dissertation defense meeting

*The doctoral student works with their Dissertation chair to identify dissertation committee members by the end of Year 3. The doctoral student will communicate with each potential dissertation committee member to confirm their participation in the dissertation committee. The doctoral student sends the potential committee membership to the Doctoral Program Coordinator. The Doctoral Program Coordinator will prepare and submit the Graduate School's GO-16D Appointment of Doctoral Dissertation Committee form to the Graduate School. Committee membership is finalized once approval is received from the Graduate School.

Fourth Year Doctoral Students (Dissertation Chair)

The COE will provide workload release to Dissertation Chairs who have doctoral students in Year 4 using the same guidelines and credits outlined in Year 3.

Fifth Year Doctoral Students (Dissertation Chair)

The COE strives to support students in completing their dissertation within four years; however, students may face circumstances that require them to extend beyond four years. The COE will provide dissertation chairs who have doctoral students in Year 5 with 1 credit of workload release.

Dissertation Chair

Workload Release: Dissertation Chair receives 1 credit per student for advising in their work assignment during Year 5 of the doctoral student's program.

Dissertation Chair Responsibilities as required to support the doctoral student:

- support the development of the dissertation proposal
- support completion of the proposed dissertation
- provide evaluative feedback on dissertation
- conduct the dissertation defense meeting

Dissertation Committee members

Dissertation Committee members only earn credits after student completion of the dissertation. To align with the comparably small work responsibilities of dissertation committee members, credit allocation for dissertation committee members is 0.2 credits for each student dissertation. Since workload allocation most often coincides with the allocation of full credits (1.0) rather than partial credits (e.g. 0.2 or 0.4 credits), credit for dissertation committee members will be awarded retroactively and banked, most often until the faculty member accrues a full credit. The Doctoral Program Coordinator will track the amount of credits earned for each faculty member and submit a report to Department Chairs at the beginning of winter term. Once faculty have accrued a number of credits that will fit with workload considerations (e.g. 1 full credit following completion of five dissertations), Department Chairs will work with the faculty to actively integrate those credits into faculty release, so the faculty does not continue to accrue unused credits. In no case should a faculty member accrue more than 3 credits of release from serving as a Dissertation Committee member before those credits are implemented in the faculty workload.

Dissertation Committee Member

Workload Release: Dissertation committee member: 0.2 credit per student completion of the dissertation (When faculty accrue 1.0 credit, the faculty work with their department chair to incorporate the credit into their work assignment.)

Dissertation Committee member Responsibilities:

- participate in the dissertation proposal meeting
- provide evaluative feedback on dissertation proposal
- participate in the dissertation defense meeting
- provide evaluative feedback on dissertation defense

Dispute Resolution

Should concerns arise during this process, the faculty or the Department Chair involved will first consult with the Doctoral Program Director. The Doctoral Program Director will consult with the faculty member, Department Chair, and Doctoral Program Coordinator in efforts to understand and resolve the concerns. If concerns cannot be resolved the Doctoral Program Director will consult with the Associate Dean and Dean who will determine if concerns are related to academic affairs or workload. The next steps might include a conference with those involved and/or consultation with OAA. Should efforts to resolve the issue informally not be successful, the faculty member may resort to the grievance procedure in the collective bargaining agreement.

Memorandum of Understanding #6 PI ELIGIBILITY AND RESPONSIBILITY POLICY
September 10, 2019

Subject: Effects of the Implementation of the Principal Investigator/Project Director Eligibility and Responsibility Policy

The parties have agreed to the modifications of the above noted Policy, and to the effects of the implementation of the policy:

Transition Process for Current PI/PD/Co-I

1. The University will provide AAUP with the names of all AAUP-represented employees who are currently serving as a Principal Investigator (PI), Project Director (PD), or Co-Investigator (Co-I) but would not be automatically eligible as outlined in sections 4.1 and 4.2 of the Policy ("impacted employees").
2. The impacted employees will, at a minimum, be grandfathered into the role of approved PI for the project on which they are currently serving as a PI.
3. Impacted employees may be assigned indefinite approval of PI eligibility by the Associate Vice President in Research and Graduate Studies, in consultation with the Chair/supervisor.
4. Upon agreement of the employee and their supervisor, a member's Letter of Appointment may be modified, if necessary and to the extent necessary, to clarify that their employment includes principal investigator duties and responsibilities.

Communication Plan

1. The new policy will be communicated to current PI/PDs and Co-Is, Department Chairs, and Deans via the normal email channels, within 10 days of the implementation of the policy. The communication to PI/PDs and Co-Is shall include information about actions that may be taken to clarify their Letters of Appointment for the purposes of this policy.
2. The Policy will also be presented to the OAA Academic Leadership Team, Human Resources and the Assistant & Associate Deans group to disseminate information as quickly as possible

Post-Transition Procedures for Requesting Exceptions to the PI Policy

1. A process has been created in section 4.3 of the Policy whereby Deans, Directors or Division Heads can apply on an employees' behalf to be assigned status of PI-eligible for an employee who is not automatically eligible for assignment as PI/PD/CoI, and who is not in the group of grandfathered employees.
2. Deans/Supervisors may request a one-time exception or an indefinite exception, upon execution of this MOA.

3. All requests for assignment of PI-eligible status will be reviewed on a case-by-case basis and a decision will be rendered by the Associate Vice President (AVP) in Research and Graduate Studies.
4. The AVP decision should be rendered within 15 working days of receipt of the application. In the event this timeline is not feasible, the AVP will notify the employee and AAUP with the reasons needed for a timeline extension.
5. Employees may appeal a negative decision by the AVP to the Vice President for Research and Graduate Studies (VPRGS). This appeal is not considered a replacement for a grievance on procedural defects, as appropriate.
6. The decision of the VPRGS is final, and reconsiderations will not be accepted.

Research Policy: Principal Investigator/Project Director Eligibility and Responsibility

Table of contents

1.0 Policy Summary Statement
2.0 Purpose
3.0 Definitions
4.0 Policy
4.1 Principal Investigator/Project Director (PI/PD) Eligibility Requirements
4.2 Co-Investigator (Co-I) Eligibility Requirements
4.3 Exceptions to PI/PD Eligibility Requirements
4.4 Principal Investigators for External Awards for Students or Other Trainees
4.5 Responsibilities of the Principal Investigator

1.0 Policy Summary Statement

The Principal Investigator (PI) or Project Director (PD) is the individual designated by Portland State University (PSU) and approved by an external funding agency (sponsor) to direct a sponsored project awarded to the University. Proposals submitted for extramural funding of research, training and public service projects, as well as awards received for such projects (sponsored projects) must name an eligible employee of the institution to serve as PI/PD. Eligibility to act as a PI/PD or Co-Investigator (Co-I) on sponsored projects is a privilege limited to employees of Portland State University. The PI/PD on a PSU sponsored project is accountable for all aspects of the project and is responsible for the management of funds awarded to PSU. Therefore, individuals serving as PIs must have sufficient authority as an employee of PSU to hold this role. This policy outlines the assignment-related criteria for serving as a PI on a PSU sponsored award.

2.0 Purpose

The purpose of this policy is to outline the assignment-related criteria for PSU employees to be assigned to the role of Principal investigator/Project Director (PI/PD) and Co-Investigator on an externally-funded sponsored project. Additionally, this policy is to ensure that sponsored projects are conducted by those who have the requisite training, skill, commitment, resources, and the appropriate relationship to the University.

3.0 Definitions

Principal Investigator (PI): The individual assigned by PSU who meets assignment-related criteria established by PSU and approved by the sponsor to direct the project or activity being supported by the award; responsible and accountable to both PSU and the sponsor for the appropriate fiscal management, conduct, and reporting of the sponsored project. This role is typically associated with research projects.

Project Director (PD): This term is synonymous with Principal Investigator (PI) for purposes of this policy and by many sponsoring agencies. It is often used to describe the individual assigned to direct sponsored projects for training or non-research activities.

Co-Investigator (Co-I): An individual who is assigned by PSU and shares with the PI/PD the responsibility for the conduct of a sponsored project and makes a significant contribution to the project.

Sponsored Project: Externally-funded activities in which a formal written agreement, such as a grant, contract, or cooperative agreement, is entered into by the University and the sponsor, typically in response to a proposal submission.

4.0 Policy

PSU is legally and financially responsible and accountable to sponsors for awards issued to and accepted by PSU. The Principal Investigator (PI) is the individual assigned by Portland State University (PSU) and approved by the sponsor to direct a sponsored award. The PI is the primary individual in charge of the sponsored award. The PI has primary responsibility for achieving the technical success of the project. The PI has primary responsibility for the proper stewardship of award funds. The PI has primary responsibility and is accountable to the University and sponsor for the proper programmatic, scientific or technical conduct of the project and its financial and day-to-day management.

An individual may be assigned a PI/PD role if they have the requisite education, training, skill, and commitment as determined by the head of the PSU division in which they are employed, as well as the appropriate relationship to the University as outlined in this policy.

4.1 Principal Investigator/Project Director (PI/PD) Eligibility Requirements

To be automatically eligible for assignment as a PI/PD on a PSU sponsored project, the individual must be a faculty member paid by PSU with an active PSU employment agreement in the following employee groups (rank and tenure status):

- Tenure-related faculty with the ranks of Assistant Professor, Associate Professor, or Professor.
- Tenure-related faculty in University or Administrative service.
- Non-Tenure Track Faculty with the rank of Research Assistant Professor, Research Associate Professor or Research Professor and an appointment of 0.5 FTE or greater as defined in the AAUP collective bargaining agreement.
- Emeritus faculty who were approved PIs prior to retirement (with the approval of their department chair and dean).

Persons in roles other than those described above may apply to be assigned as a PI/PD as outlined in section 4.3. Individuals affiliated with PSU only through a courtesy appointment are not eligible to be assigned as PI/PD. In rare circumstances, individuals with courtesy appointments may be authorized to serve as a Co-Investigator if an exception is granted in accordance with section 4.3 of this policy.

In instances where sponsor-specific PI requirements are more restrictive than this policy, PSU will follow the more restrictive requirements as necessary. If the sponsor's requirements are less restrictive than PSU's policy, PSU's policy shall take precedence.

4.2 Co-Investigator (Co-I) Eligibility Requirements

To be eligible for assignment as a Co-Investigator on a PSU sponsored project, the individual must have qualifications consistent with a Research Associate or higher rank and have written endorsement from the department chair and dean, or meet the eligibility requirements to serve as a PI as outlined in section 4.1.

4.3 Exceptions to PI/PD Eligibility Requirements

Individuals in employment categories not listed in Sections 4.1 and 4.2 may be assigned to the role of PI/PD or Co-Investigator through an exception process managed by the office of Research and Graduate Studies. Requests for PI eligibility may be submitted on a case-by-case basis or for an indefinite time period.

For projects in academic units, application for PI/PD or Co-Investigator status must be prepared in cooperation with the department chair or supervisor and submitted by a Dean or University Center Director (Division Head) on behalf of an individual applicant to the Associate Vice President in Research and Graduate Studies following RGS procedures.

For projects in non-academic units, application for PI/PD or Co-investigator status must be prepared in cooperation with the unit supervisor and submitted by the appropriate senior administrative official in the division (Division Head) to the Research and Graduate Studies following RGS procedures.

In all cases, the Division Head will affirm they understand that their unit is responsible for: (1) ensuring the individual follows all pertinent compliance and award administration requirements, (2) completion of all required reports and deliverables, (3) any financial liabilities such as over-expenditures, and (4) providing space and access to other facilities and/or resources needed to effectively carry out the project through the term of the award.

4.4 Principal Investigators for External Awards for Students or Other Trainees

Faculty advisors or mentors will be designated as the PSU Principal Investigator of record for external fellowships or other student awards. Trainees, whether or not they are employees (such as postdoctoral scholars or students), may apply for external fellowships and mentored career development awards only with the approval of a PSU faculty advisor or mentor as indicated either on the application and/or the PSU proposal internal approval form. Graduate students, postdoctoral scholars and other trainees may not normally serve as a PI or Co-PI on investigator-initiated sponsored awards.

4.5 Responsibilities of the Principal Investigator

PIs/PDs/Co-PIs must faithfully execute their responsibilities including: conducting research and production of deliverables as required in the grant or contract, following applicable federal, state and local guidelines and regulations, following PSU policy and rules, submitting required reports in a timely manner, and any other specific guidelines required by the research sponsor or PSU. Failure to fulfill PI duties and responsibilities may result in the loss of PI role assignment, and/or result in discipline for just cause.

References:

Procedure: Principal Investigator/Project Director Eligibility Exception Request (https://bit.ly/3nVb6qR)

Principal Investigator/Project Director Eligibility Exception Request Form (https://bit.ly/2QUHEF0)

Memorandum of Agreement #7 LOSS OF STAFF RGS
April 8, 2020

Subject: Loss of staff RGS

Preamble: Research is a critical component of PSU's educational mission. PSU recognizes that a reduction in RGS capacity may have an adverse impact on RGS staff, PI's, and faculty. Concerns about the transition in RGS were reflected in the Demand to Bargain in December 2018, and subsequent comments received from several stakeholders including the Faculty Senate, faculty in engineering, and individual faculty from across campus.

1) No academic professional will be assigned mandatory overtime.
2) Distribution of overtime will be by seniority of the research academic professional**s**, then rotation thereafter to provide an equitable distribution of overtime.
3) Working weekends and evenings is not an expectation of academic professionals in RGS.
4) RGS supervisors must adhere and comply with Article 17, Section 9 to ensure a reasonable ability to flex work schedules.
5) Evaluations will reflect the performance of the employee in accordance with their job description. All employees in RGS will be evaluated using one of the two academic professional evaluation forms available on the HR website. The AP and their Supervisor will agree on which of these two forms will be used for the evaluation.
6) APs who are assigned to RGS and/or are assigned new duties or whose job duties significantly change will receive ongoing training as necessary or requested.
7) PI's will be offered ongoing training on their responsibilities related to the management and application for sponsored projects as necessary for them to meet the needs of their role as PI.
8) Management will notify the Academic Leadership Team (ALT) of this MOA and provide a letter informing them to consider evidence of impact of the reduction in RGS staff, from December 2018 through the effective date of this MOA, on the Faculty's next round of evaluation for promotion and/or tenure.
9) AAUP will send a joint notification crafted with Administration to members reminding them of the option to include evidence of impact of the RGS staff reductions on research productivity, if appropriate.
10) Updates about RGS will be shared no less than annually at the labor management meetings. In the case of additional changes in staffing levels, AAUP shall be notified within 30 days.

Memorandum of Agreement #8 COPYRIGHT OWNERSHIP POLICY
June 15, 2020

Subject: Modifications to Article 20 to include Copyright Ownership Policy

Recitals:

The current Intellectual Property policies are based on Oregon University System Administrative Rules and Internal Management Directives that were converted to PSU Standards on July 1, 2015. The parties seek new Copyright Ownership rules, and the University intends to promulgate a Copyright Ownership Policy. Article 20 of the Collective Bargaining Agreement deals with Faculty Intellectual Property Rights.

Agreement:

1. The parties agree to the Copyright Ownership Policy attached as Appendix 1.

2. Article 20 shall be revised as described in Appendix 2 of this Agreement.

3. This MOA is subject to ratification by the PSU-AAUP membership and becomes effective upon closure of the ratification window.

4. This MOA, Appendix 2, and the Copyright Ownership Policy shall become an addendum to the CBA. The CBA Appendix number shall be determined during housekeeping at the time the successor CBA is compiled.

MOA #9 APPENDIX 1
COPYRIGHT OWNERSHIP POLICY

I. Policy Statement

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

II. Reason for Policy/Purpose

This policy promotes the University's scholarly, academic, and service missions by establishing a framework for the ownership and disposition of copyright for materials created by University employees and students. Establishing a framework for ownership and disposition of copyright materials provides clear guidance to University Faculty, Staff, and students regarding their rights in created material. By establishing Faculty and student ownership in their scholarly, academic and artistic works, the University fosters an environment of creativity and scholarship and encourages professional advancement. This policy's purpose is to protect the academic freedom enjoyed by Faculty, to establish Faculty ownership

except in limited circumstances, and to establish permissions between Faculty and the University for use of copyright materials owned by each. This policy also sets forth the University's expectations for copyright ownership of works created by students and non-Faculty Staff and for the disposition of copyright to external sponsors of Faculty projects. By clarifying copyright ownership and permissions, the University protects public resources and establishes expectations for employees who contribute to the University in the course of their employment.

III. Applicability

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

IV. Definitions

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

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

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

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

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

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

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

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

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

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

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

V. Policy

1. Copyright Ownership

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

1.1.1 Copyright Materials developed under a Sponsored Project;
1.1.2 Copyright Materials developed under a Separate Agreement where ownership to Copyright Materials is retained by the University.

1.2 **Copyright ownership under Separate Agreements**. When entering into Separate Agreements, the University and Faculty/Staff member(s) may agree that either the Faculty/Staff member(s) or the University will own the copyright in Copyright Materials created under the Separate Agreement. This Separate Agreement will be made between the Faculty/Staff member(s) and the Unit. In proposing University ownership of Copyright Materials in Separate Agreements, the Unit should consider both the level of University resources to be used in the Separate Agreement and any anticipated incorporation of pre-existing Faculty or Staff-owned Copyright Materials. No Separate Agreement shall change any part of this policy.

1.3 **Scholarly Work Exemption**. If dissemination of a Scholarly Work requires a copyright assignment to a third party of PSU Copyright Materials which are PSU Copyright Materials under the Work for Hire rule or which would otherwise be required to be assigned to the University under the exceptions to the University's waiver of the Work for Hire rule, and to the extent that such PSU Copyright Materials are not encumbered

by the terms of a Sponsored Project, Separate Agreement, or existing license to a third party, PSU will not assert its ownership in the copyright to such materials. The University will preserve the publishing rights of Faculty, Staff, and students when entering Sponsored Project agreements unless the Faculty or Staff principal investigator is willing to accept publication restrictions for the needs of individual projects. The University recommends that when entering into agreements for the publication and distribution of Copyright Materials, authors make arrangements allowing them to archive their materials in PDXScholar, the University's open access institutional repository.

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

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

2.0 Copyright Permissions

2.1 Blanket University-to-Faculty Permissions for PSU Copyright Materials. The University by this policy grants a non-exclusive, non-commercial copyright license in PSU Copyright Material to the Faculty author(s) or creator(s) of that PSU Copyright Material, provided that the PSU Copyright Materials are not encumbered by the terms of a Sponsored Project or are not licensed or expected to be licensed to a third party. Faculty are encouraged to further distribute such PSU Copyright Materials, when applicable, for public benefit under appropriate non-commercial open source (http://www.opensource.org/) or creative commons (http://creativecommons.org/) licenses. This grant to Faculty may terminate if the University licenses PSU Copyright Materials to a third party for Commercial Use. Such Commercial Use licenses may be first executed only with the acknowledgment of the Faculty author or creator.

2.2 **Limited University-to-Staff Permissions for open source release of PSU Copyright Materials**. Staff authors of PSU Copyright Material may release such materials under appropriate non-commercial open source or creative commons licenses for purposes of participation in an open source project or in connection with

membership in or presentation to a professional organization , provided that: (a) the Staff author(s) obtain permission from their supervisor or department chair; (b) release of the PSU Copyright Materials is not limited by the terms of a Sponsored Project or other agreement; and (c) the PSU Copyright Materials are not licensed or expected to be licensed to a third party.

2.3 **Limited, Revocable Permissions to University for Course Materials Due to Unforeseen Circumstances**. All Faculty and Staff grant to the University, to the extent they have ownership in or permissions for Course Materials, a non-exclusive, non-commercial copyright license in those Course Materials for the purpose of teaching such course in the event that circumstances require that another person teach the course on short notice. Such license is effective only for the academic term immediately impacted by the unforeseen circumstance.

2.4 **University Permissions for Course Materials for Archiving, Accreditation and Accommodations**. Upon first using Course Materials in a registered course, all Faculty and Staff grant to the University permission to archive the materials for the purpose of accreditation, and subject to the time limitations of Section 2.3, permission to make derivatives for the purpose of accommodation and accessibility (such as may be required under the Americans with Disabilities Act).

2.5 **Sharing of Course Materials**. The University encourages the free flow and sharing of materials and pedagogy among Faculty and Staff. A person seeking to use Course Materials owned by another Faculty or Staff member to teach a registered course at the University must request and obtain written permission directly from the owner of the Course Materials. Permission to use the Course Materials may be revoked at any time by the Faculty or Staff author(s) or creator(s) who own the copyright, although such revocation shall not be effective until the end of the academic term if the course has started or will start within thirty (30) days.

2.6 **Digital Transfer**. Faculty who upload their Copyright Material to an online teaching platform, or other transfer to a digital medium, operated or contracted by the University retain ownership of their Copyright Material. Faculty shall have the right to require such Course Materials be removed from the digital medium.

3.0 **Faculty disclosure**. Faculty and Staff using or distributing PSU Copyright Materials under the license granted in Paragraph 2.1 or pursuant to Paragraph 2.2 above have an obligation to mark PSU Copyright Materials as "© Portland State University." Faculty and Staff who wish to use or distribute PSU Copyright Materials for Commercial Use shall seek an appropriate license by disclosing the PSU Copyright Materials to the University's Office of Innovation & Intellectual Property.

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

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

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

1.0 Sponsored Projects.

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

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

1.2.1 No students will create Copyright Materials for the Sponsored Project,
1.2.2 Only Copyright Materials created under the Sponsored Project will be assigned, and no previously created Copyright Materials shall be included,
1.2.3 University Faculty and Staff will have no right to use the assigned Copyright Materials unless otherwise permitted, and
1.2.4 University Faculty and Staff will have no right to publish the assigned Copyright Materials unless otherwise permitted.

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

1.2.5 No export-controlled information in the Copyright Materials will be assigned, and

1.2.6 The University is under no obligation to seek export control licenses for such information.

VI. Procedure

1. Policy Interpretation and Dispute Resolution

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

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

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

1.4 Paragraphs 1.2 and 1.3 of this Section (Policy Interpretation and Dispute Resolution) do not apply to disputes arising under Paragraph 2.5 (Sharing of Course Materials), except in cases in which it is alleged that a University administrator has violated this Policy.

Disputes among Faculty members regarding use of Copyright Materials are best resolved using informal mechanisms.

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

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

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

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

2.1.2 90% to an internal account controlled by the lead Faculty or Staff on the project that created the PSU Copyright Materials.

2.2 For PSU Copyright Materials in substantially complete form that are licensed for Commercial Use to third parties who have responsibility for selling the PSU Copyright Materials to end users or consumers:

2.2.1 12.5% to the department or center in which the author(s) or creator(s) of the PSU Copyright Materials primarily developed the PSU Copyright Materials,

2.2.2 12.5% to the college in which the department or center is housed

2.2.3 25% to the Office of Innovation & Intellectual Property, and

2.2.4 50% directly as royalties to the author(s) or creator(s) of the PSU Copyright Materials.

2.2.4.1 If there are multiple authors/creators, or contributors who are not legal authors/creators but whose contribution the authors/creators would like to recognize, PSU requires the authors/creators to reach written agreement, recorded with the Office of Innovation & Intellectual Property, on how to further divide this 50%. If no agreement can be reached, the Vice President for Research will decide on the revenue split for the authors/creators. If the faculty member is not satisfied with the Vice President for Research's decision, the faculty member or any dissatisfied stakeholder can pursue dispute resolution as provided in Section 1 (Policy Interpretation and Dispute Resolution).

VII. Links to Related Forms

Name As It Appears In the Form Title, with hyperlink

1. Disposition of Copyrights in Joint Works

2. Internal Acknowledgement for Assignment of Copyright to a Sponsor

VIII. Links to Related Policies, Procedures or Information

This is where the University could reference a Copyright Handbook, for instance, or a form.

1. Case studies and examples of Copyright Policy in practice. (TBD)
2. PSU Copyright Guidebook. (TBD)

IX. Contacts

If you have any questions regarding this policy, please contact the Office of Innovation & Intellectual Property at (503) 725-8454 (for policy clarification and matters regarding commercialization of intellectual property), the Sponsored Projects Administration at (503) 725- 8306 (for obligations stemming from sponsored activity), or Office of Academic Affairs at (503) 725-3422 (for issues involving Course Materials and Separate Agreements).

X. History/Revision Dates

Adoption Date: May 20, 2020

Revision Date:

Next Review Date: May 20, 2025

XI. Policy Adoption/Reaffirmation/Revision Approvals

Approved_____ Date__May 20, 2020____

PORTLAND STATE UNIVERSITY PRESIDENT

Approved_____ Date_May 20, 2020

PORTLAND STATE UNIVERSITY GENERAL COUNSEL

Disposition of Copyrights in Joint Works
(Sample Form 1 to Copyright Ownership Policy)

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

This form is intended to provide a mechanism for such determination or disposition. Is it not required, but encouraged that Faculty and Staff think through and record such dispositions using this form or another mechanism.

Participant Information (repeat as necessary)
Name:
Address:
Preferred e-mail:

Who at PSU & Why: Core Innovation Information
Lead(s):
Project Title:
General Innovation/Creation Goals:

What & How: Works Information
Key Innovation Artifacts we plan to create:
Funding Sources (if any):

When: How we share Innovation Artifacts & with whom we share them
Please list the intended use of the items to be created, and how they are intended to be shared and with whom. Which of the participants may use the items, and how?

Credit & Revenue
Credit/Authorship Attribution of Participants:
Revenue Management: *(in the event that PSU Copyright Materials are licensed to a third party, or if any participant independently sells or licenses items created for the Project, how will available revenue be distributed among the participants?*

Other Obligations
Please list any and all additional conditions or conflicting agreements and obligations.

Internal Acknowledgement for Assignment of Copyright to a Sponsor

(Sample Form 2 to Copyright Ownership Policy)

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

This form is intended to provide a mechanism for such acknowledgment. Prior to agreeing to assign copyright to a Sponsor of a Sponsored Project, the principal investigator for the project should acknowledge in writing that:

- No students will create Copyright Materials for the Sponsored Project,
- Only Copyright Materials created under the Sponsored Project will be assigned, and no previously created Copyright Materials shall be included,
- University Faculty and Staff will have no right to use the assigned Copyright Materials unless otherwise permitted, and
- University Faculty and Staff will have no right to publish the assigned Copyright Materials unless otherwise permitted.

PIAF:_____
Sponsor:_____ Acknowledged
by Faculty: _____

In addition, in a separate correspondence or record, the Sponsor should acknowledge in writing that:

- No export-controlled information in the Copyright Materials will be assigned, and
- The University is under no obligation to seek export control licenses for such information.

MOA #8: APPENDIX 2

Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION AND COPYRIGHT OWNERSHIP

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 policies that govern intellectual property, Federal Law, and State Law that govern intellectual property rights and copyright ownership 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 ~~Director~~ Office of Innovation and Intellectual Property to faculty members who have questions and/or concerns about the use or misuse of intellectual property rights and copyright ownership. 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.

COPYRIGHT OWNERSHIP

The University and the Association negotiated and reached agreement on the University Copyright Ownership Policy, which is included in the CBA as an Appendix,

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.

Memorandum of Agreement #9 AP INITIAL PLACEMENT NEW SYSTEM
August 8, 2020

Subject: Process for the initial placement of Academic Professionals (APs) into new Job Family, Career Tracks and Career Levels

Recitals

PSU has created a new system of classification for Academic Professionals. This includes the creation of new Job Families, Career Tracks, and Career Levels). See attached Appendix V. The following outlines the process that PSU Human Resources (HR) will use to initially place AP's into their new Job Family, Career Track and Career Level. This process does not pertain to ongoing job placement review requests after the initial placement process.

This Memorandum of Agreement has been negotiated by the University and the Association during the Successor Bargaining period (2019-2020). Parties agree that this MOA, once ratified by Association membership, will be implemented prior to the ratification of a full contract.

Agreement

The Position Description (PD) review and Job Family, Career Track and Career level placement process will be completed within 60 days of the initial communication.

Position Description Review Process

1. Upon ratification of the MOA, no earlier than April 1, 2020, HR will send a joint email from PSU HR and the Association to the employee and the supervisor. This notice will introduce the new classification system and the placement of APs in this new classification system. (See Appendix I) All departments will provide time during regular work hours for APs to review and revise their Position Description (PD) so that it accurately describes the work and duties performed at the time of placement.

   Generally, within thirty (30) working days following this joint communication, the following activities will take place:

   a. HR will email all supervisors with information regarding the PD update process and timeline.
   b. APs and their supervisor will be provided an opportunity to review the PD.
   c. The supervisor and AP shall meet to review the PD, discuss the AP's job duties and role, and discuss any changes that will be made. The review is not an evaluation of the AP's job performance, but it is to accurately capture the AP's job duties.
   d. After the meeting with the AP, the supervisor will update the PD via PeopleAdmin. If no changes are made, the supervisor will make note of the lack of changes in PeopleAdmin. HR will send a reminder to involved parties two weeks into this thirty (30) day PD update process.

2. Following the update of the PD (regardless of whether any changes were made) HR will send a confirmation email to both Supervisor and AP. The HR confirmation email will include a link to

PeopleAdmin, instructions on how to access the updated PD and a Position Description Feedback form for the AP.

The Position Description Feedback form (See Appendix II) is designed to collect information from APs about the PD update process including:

- when the AP reviewed their PD with their supervisor,
- AP concerns with the Position Description, if any, and
- whether they wish for HR to contact them.

Based on the responses from the Position Description Feedback form the following actions may result:

a. **No response**: HR will send a follow up email within 5 days of the initial email.
b. **No review**: Should the AP indicate that they had no review or meeting with their supervisor, HR will follow up with the supervisor to confirm the situation and, if necessary, the supervisor will set up the PD meeting.

HR Follow-up: Should the AP request follow up from HR, HR will contact the employee within a reasonable time, not to exceed 5 days, to review the feedback, explore the issues, and work with them to resolve the dispute about the PD. HR will make the final determination on the PD if the dispute cannot be resolved.

Classification Process

3. Following the PD review, HR will make a Job Family, Career Track and Career Level placement for the AP.

4. The supervisor and AP will receive an email with the Job Family, Career Track, and Career Level placement of the AP. (See Appendix III and Appendix IV) The Association will receive a listing of this data for Association members. This email notification to the AP will provide information regarding a review and appeal process (see Section 5 below).

Review/Appeal Process

5. Review & Appeal of the Classification Placement Decision: The process below is to be followed sequentially by APs who would like further review of their classification placement.

    a. *Review by HR:* If an AP requests an appeal within 30 working days of the date when HR issued the placement decision, HR will review the request and any supplemental information the AP has submitted. HR will forward a copy of the review request to the Association upon receipt. HR representatives will utilize all information provided and the Classification framework to re-assess the AP job duties. HR may reach out to the supervisor to receive additional information. HR will provide a copy of the appeal to the supervisor and to the Association.

        i. HR will send a Review of Position Placement Notification to the AP, their

supervisor, and to the Association. The notice will inform the AP of the results of the HR review and will include the classification placement form as updated during the review as well as any other information that was considered with additional written justification and rationale for the placement decision. This review process will take no more than 30 days from when the AP requests the review.

ii. Within 15 working days of receiving the Review Position Placement Notification email, the AP may appeal the results to the First Level of Appeal.

b. *First Level of Appeal*: Appeals go to the Associate Vice President for Human Resources (AVP-HR) in writing. The request shall state the basis upon which the employee is requesting the review. The AVP-HR will forward a copy of the appeal to the Association upon receipt.

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 members who are appointed by the Association and two members representing PSU who are appointed by the Administration. One alternate from each team shall be identified by each party. APs serving on the committee shall be provided release time or overload to participate on the committee. The Appeals Advisory Committee shall have access to all prior placement process documentation, including the documentation used by HR to make the initial placement decision and the review. 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.

c. *Second Level of Appeal:* If the Academic Professional is dissatisfied with the appeal decision of the Associate Vice President for Human Resources, he/she may advance the appeal in writing to the Provost, or other relevant vice president, within fifteen (15) working days from the date on which the decision was communicated. The Provost, or other relevant vice president, shall forward a copy of the appeal to the Association upon receipt. The Provost, or other relevant vice president, will provide a written response and rationale to Academic Professional, Supervisor, and the Association within fifteen (15) working days.

6. Placement decisions are not grievable and are not subject to Article 28. Grievances may be filed based on violations of proper process as specified in this MOA

Appendix I - Joint AAUP/PSU Communication about Position Description Validation Process

Dear AP,

In the 2015-2019 Collective Bargaining Agreement, the University and AAUP conducted a classification study of the current Academic Professional (AP) job families and levels (Letter of Agreement #8). This study, conducted by a jointly selected outside consultant, resulted in the adoption of a new job family structure for Academic Professional and Unclassified/Unrepresented employees. In part, this new structure includes more specific job families and six individual contributor levels for each position category.

PSU AAUP and the University have agreed on procedures that will ensure an accurate and efficient transition from the old job family system to the new one. Supervisor and Academic Professional input are critical to this process. Given the diversity and complexity of Academic Professional positions, the supervisor and the Academic Professionals they directly supervise have the best understanding of what these positions entail.

The first step of the transition is a position description update/validation process. AP positions will be re-categorized into the new job family/IC level system based upon their position description. Since we currently do not have a process for regularly updating position descriptions, many AP position descriptions are out-of-date. To support the classification process, the first step is a position description review, update if necessary, and validation, all of which are critical to the timely and accurate placement of positions into the new structure.

Over the next 2-3 months, all of the AP position descriptions will be reviewed and updated along the following general timeline.

Step 1: Supervisors meet with APs to review and discuss position descriptions.

Step 2: Supervisors update position descriptions in PeopleAdmin as discussed and where necessary.

Step 3: Once AP position descriptions have been updated, APs will be notified so that they have an opportunity to review the revised position and provide feedback about the process.

The steps of the position description validation process are available online and focus on the importance of feedback between APs and Supervisors.

You will receive additional information shortly regarding the specifics of your role in this process as an employee or a supervisor. All emails from HR related to this subject will be prefaced with the [AP CLASS] tag (see this email for an example) to help them to stand out and enable you to locate and prioritize them.

Thank you in advance for your participation in this process. We all share in the responsibility for ensuring that position descriptions accurately reflect the work being performed by each PSU employee. If you have questions at any point during the Position Description review or subsequent Classification, please do not hesitate to contact PSU HR at askhrs@pdx.edu or AAUP at aaup@psuaaup.net . (truncated letter)

MOA Appendix II Position Description Review Confirmation

This brief form is part of the AAUP Position Description Review prior to the Classification of your position. Additional information about the Classification process can be found at https://www.pdx.edu/hr/job-classification.

* Required

1. Email address *

_____

2. Your name

_____

3. Did you review your position description with your supervisor? *

Mark only one oval.

Yes No

4. If you did meet with your supervisor, on what date did you review your Position Description?

_____

Example: January 7, 2019

5. Overall, do you agree with the assigned job duties and responsibilities as outlined in your Position Description? *

Mark only one oval.

Yes Skip to section 5 (Thank you!)

No

6. Please describe those concerns:

_____

_____

_____

_____

_____

7. Would you like HR to contact you?

Mark only one oval.

Yes

No Skip to section 5 (Thank you!)

8. Contact Information (email/phone/etc)

Position:		**Rationale from HR for Classification**
Position number:	Column B	
Current working title:	Column C	
HR designated position title:	Column D	

We highly encourage you to take a moment to review your position description on file and to speak to your supervisor to ensure that it accurately reflects your job duties and responsibilities. Your position description will be used to accurately place your position in the upcoming classification framework. To review your position description, please [click here]. To learn more about the new Classification framework, [click here].

Thank you for taking the time to complete this survey. Accurate, up-to-date position descriptions are a very important component of the classification process. If you have additional questions or concerns, please contact HR at H R_ClassComp@pdx.edu.

Appendix III- Email to AP and supervisor with the Job Family, Career Track, and Career Level placement of the AP

Dear "Column A",

We are pleased to announce that Human Resources has completed placements of all AAUP Academic Professional (AP) positions into the new classification and compensation structure. The structure is intended to enhance internal and market-based equity, and reflects our commitment to a fair and equitable workplace.

Our goal is to properly place all positions into job groupings/families, career tracks, and career levels. The job placement is intended to align jobs across units.

Below, you will find your final position placement. We placed positions based solely on the position descriptions provided in PeopleAdmin and feedback from you and your supervisor.

Evaluation:		
Job Role:	Column H	

Job Impact & Complexity:	Column I	
Min & Preferred Requirements:	Column J	

Classification:

Job grouping/family:	Column E	
Career track:	Column F	
Career level:	Column G	

We encourage you to review your placements by visiting our class/comp page:

- Job groupings/families, click here: https://www.pdx.edu/hr/sites/www.pdx.edu.hr/files/PSU_Job_Groupings.pdf
- Career track and level definitions, click here: https://www.pdx.edu/hr/sites/www.pdx.edu.hr/files/Job%20Level%20Guide%20-%20PSU%20-%20APs%20and%20Un-Uns.pdf
- Classification process: <link here>

Please take the time to review the placement decision. If you would like to pursue an appeal after reviewing the decision, please refer to the review and appeal process. [Link]

We want to thank all employees for their hard work and dedication to Portland State University.

Thank you,

Human Resources Portland State University

MOA Appendix IV Classification Process Portland State University Human Resources

This document is designed to provide you with details and resources related to how positions are analyzed and placed within the classification framework.

PSU's Classification Process helps to bring consistency to the placement of a position into a classification structure. Our goal is to properly place all positions into job groupings/families, career tracks, and career levels. The job placement is intended to align jobs across units. Throughout this process it is important to recognize that position analysis and classification is conducted based on the position, not the person currently filling the position. This is commonly referred to as an "incumbent neutral process."

The overall Classification Process consists of the following steps -

1. Updated Position Descriptions (PDs)
2. **Job Analysis & Classification**: Our goal is to accurately place each Academic Professional position into a new classification system. Each position description will be placed into a new Job Grouping/Family, Career Track and Career Level. Details about this process are available below.
3. Reviews & Appeal - Collective Bargaining Agreement Article 17.4

JOB ANALYSIS & CLASSIFICATION

Position Descriptions are used to determine the correct placement of the position in the framework.

- Job Family: A position is placed in a Job Grouping/Family based on common roles, responsibilities, skills. Job Groupings/Families are described online here.
- Career Track: Career tracks represent the overall career progression of a position (not an employee). Career tracks are described in more detail here.
- Career Level: Career levels are described in more detail here.
    - Job Role – job duties and responsibilities
    - Job Impact and Complexity – supervision received, decision making authority, contacts and communications, lead work and delegation of work to other employees, and budget authority.
    - Minimum and Preferred Requirements – education and work-related experience

Career levels are determined by reviewing the position description. The PD is used to assign a level to each of the above subcategories. Details about the characteristics of each level can be found in the Job Level Guide linked above under 'Career Level'. Overall Career Level is set based on the majority (>50%) of subcategory levels.

If you have any questions about this process, additional information is available online or by emailing PSU's HR Compensation team at hrclasscomp@pdx.edu.

MOA Appendix V-1 Job Groupings (Job Families)

JOB GROUPING	DEFINITION	JOB FUNCTION/SUB-GROUP
Academic Services	Involves activities related to programs that enhance the academic environment for students, support faculty development, conduct ongoing assessment and provide institutional data	Assist, direct, or administer one or many external programs which aid in the support of undergraduate, graduate, and faculty programs. Design, development, implementation
Administrative Support	Involves activities related to administrative support services for the University's offices and departments	Provide assistance and administrative support to one or many departments, executives or managers. Support may include preparation of documents or materials, organization and facilitation of meetings, events,
Advising and Student Services	Involves activities related to supporting and enhancing the quality of student and post graduate life at the University	Provides services and administration of admissions, academic and career advising, career development/placement services, financial aid, registrar, residential life, student activities/events, education abroad, immigration, post-
Athletics	Involves activities related to the operations of athletic programs	Provide management and administrative oversight of operations of athletic programs, athletic coaching, equipment management,
Communications / Marketing	Involves activities related to promoting the University and its services to multiple internal and external constituencies through a variety of media, may involve governmental affairs and/or relations	Provides design services, communications and media relations, events management, and marketing.
Executive / Chief Officers	Involves offices holding the top administrative positions, with campus-wide reach	Provides direction for setting policy and course of action for the University.
Facilities / Operations	Involves activities related to the procurement, design, construction, inspection, maintenance and operations of the University's properties, buildings and grounds	Provides management of the maintenance and repair of university property, facilities planning and design, management of

JOB GROUPING	DEFINITION	JOB FUNCTION/SUB-GROUP EXAMPLES
Fiscal Services	Involves activities related to the planning, forecasting and delivery of the University's financial operations	Provides services and administrative oversight for University accounting, billing/collections, financial analysis, budget and finance,
Healthcare Administration	Involves activities related to leadership in the clinical and basic sciences areas of healthcare administration	Provides administration for health care, wellness training, counseling and psychological services, clinical, diagnostic education, community health
Human Resources & Organizational Development	Involves activities related to the delivery of services to support human capital needs for the University	Provides services and administration of training and development, equity and inclusion, administration and management of benefits, classification and compensation, HRIS,
Information Technology and Telecommunications	Involves activities related to the planning, developing and maintaining of information systems and operations	Provides services for application systems development, computer operations and help desk, information security, IT training, network infrastructure,
Legal and Compliance	Involves activities related to regulatory compliance and legal concerns	Provides administration and guidance to the university for compliance, risk management, intellectual property, legal services, accreditation/licensure, IRB, safety reporting, internal audit,
Library	Involves activities related to planning, acquiring and managing the access for the University's library and operations	Provides management of Library services, collections development and curation.
Safety and Security	Involves activities related to ensuring the security and safety of students, faculty, staff, and the campus and its facilities	Provide police presence on campus, provide supervisory roles to police unit.

MOA Appendix V-3 Job Level Guide/Career Track: Technical and Administrative Support

This career path typically includes staff whose primary duties are administrative. Support staff are responsible for providing support and continuity of service to an assigned work unit, performing specific organizational tasks that are generally routine or where information and precedents are easy to obtain or interpret. Experience and knowledge may be gained on the job or acquired via industry experience. Support staff typically report to employees in the Management career path, and may supervise students but do not have supervisory responsibility over other staff, but may serve in a lead capacity. The distinguishing factors of this path are that (1) tasks and problems are usually routine to moderately diverse and (2) complex issues are typically referred to the immediate manager for guidance and resolution.

LEVEL	ROLE	IMPACT AND COMPLEXITY	MINIMUM REQUIREMENTS
TAS1	Works under limited supervision in performing job responsibilities. Applies technical or process knowledge; requires capacity to understand specific needs or requirements to apply skills/knowledge. Responsible for own daily work and occasional projects. Not responsible for hiring, firing, disciplinary actions, etc.	Performs job responsibilities working within guidelines or traditional practice. May organize, set priorities, schedule, and review work of student workers or volunteers. Exercises judgment in prioritizing, planning, and organizing own work within time, process, and results requirements; has some flexibility to modify workflow based on need and circumstances. Decisions made address routine or non-routine questions and situations, often requiring investigation and/or research of precedents. Demonstrates ability to triage conflicting priorities and handle sensitive situations with tact and diplomacy.	Knowledge of standard policies, procedures, services, tools, and/or equipment in a field of specialization typically obtained by a Bachelor's degree or equivalent and 0 to 2 years related experience.
TAS2	Fully proficient in applying established standards for the job. Applies intermediate technical or process knowledge; requires ability to utilize diverse but conventional methods, techniques, or approaches to meet specific needs of an assignment. Responsible for own daily work and occasional projects. Not responsible for hiring, firing, disciplinary actions, etc. May direct activities of student workers.	Performs job responsibilities through use of specialized tools, job experience, and established standards. May organize, set priorities, schedule, and review work of student workers or volunteers. Prioritizes, plans, and organizes own work within time, process, and results requirements; determines processes and sequences to follow based on needs and urgency required by the circumstances. Decisions made use experience and expertise to anticipate department/discipline's needs, and handles the situation or identifies appropriate resource. Problems and issues faced are moderately complex and occasionally ill-defined and may need some analysis to understand. Some situations may require assessment, interpretation and analysis.	Knowledge of standard practices, policies, procedures, tools, and/or equipment in a field of specialization typically obtained by a Bachelor's degree or equivalent and 2 to 4 years of experience in the area of expertise.

TAS3	Work is performed by applying established standards independently through a broad and deep knowledge base of the University acquired from several years of experience in a particular area. Serves as a resource and guide to others in the department and/or University in questions of policy and procedural issues, precedents, etc. Responsible for own daily work and occasional projects. Not responsible for hiring, firing, disciplinary actions, etc. for staff employees. May lead or oversee the work of other TAS employees. May supervise student employees.	Performs job responsibilities through use of specialized tools, job experience, and established standards. Typically organizes, sets priorities, schedules, and reviews work of student workers or volunteers. Fully responsible for effectively and independently handling all job responsibilities within scope of authority. Decision and problems are varied, often complex, and involve multiple constituencies, often with competing priorities. Coordinates resources from other areas within the University and externally in order to achieve the appropriate outcomes. Handles situations that require assessment, interpretation and analysis.	Knowledge of the technical and practical concepts, processes, and methods in a field of specialization typically obtained by a Bachelor's degree or equivalent and 4+ years of experience in the area of expertise.

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MOA Appendix V-4 Job Level Guide/Career Track: Individual Contributor

This career path typically includes non-supervisory staff responsible for utilizing learned knowledge to provide impactful work output to the organization. An individual contributor is defined as an individual responsible for tasks, duties, assignments and projects ranging in complexity and analysis. Experience and knowledge are brought to the position, with entry level professional staff learning additional skills on the job. Individual contributor staff typically report to employees in the Management career path, with higher-level incumbent contributors reporting to Executives in an advisory or expert capacity. Individual contributors are ***not*** typically responsible for the formal supervision of staff as their primary duty but they may lead project teams or provide coaching and delegation of work to other employees. While not common, there are circumstances where individual contributors will manage staff.

LEVEL	ROLE	IMPACT AND COMPLEXITY	MINIMUM REQUIREMENTS
IC1	Performs professional level work. Independently resolves operational issues and problems. Provides data and information analysis.	Performs work assignments that require professional understanding or practices and procedures of a particular discipline. Works under general supervision where non- routine work products are reviewed for thoroughness and accuracy. Decision making typically influenced by guidelines and parameters. Responds to internal/external customers regarding procedures and policies based on a basic knowledge of a particular discipline.	Knowledge and expertise in concepts, principles, and practices of designated professional discipline typically obtained by a Bachelor's degree and 0 to 2 years of professional experience.
IC2	Provides professional expertise to the University community and external customers. Serves as a resource and guide to others in the department and/or University. May act as a lead to students.	Work is performed in accordance with professional standards or defined principles. Works under general supervision with employee participating in determining objectives. Guidelines normally require interpretation to ensure appropriate application. Decision making occurs in a context where solutions may be found from many diverse alternatives and there is often uncertainty and a lack of information. Establishes priorities and schedules. Experience and expertise is required to anticipate needs and handle unique situations.	Intermediate knowledge and expertise in concepts, principles, and practices of designated field typically obtained through a Bachelor's degree and 2 to 4 years of professional experience within functional area. Knowledge permits the employee to complete assignments through application of well-established principles and practices.
IC3	Provides full range of professional work, including addressing more complex and ambiguous issues. Works on operational issues as a seasoned professional. May act as a lead to other employees.	Work is performed in accordance with established organizational policies or external regulations. Employee operates under supervision expressed in terms of goals, priorities, and deadlines. Supervision is typical limited to special situations requiring advice. Interprets inadequate guidelines, develop plans, and initiate new methods to complete assignments. Performs work assignments that require in-depth knowledge of principles, concepts, practices, and procedures of a particular discipline to address complex and ambiguous issues and/or issues of a highly technical nature.	Seasoned knowledge and expertise in principles, concepts, and practices in designated field typically obtained through a Bachelor's degree and 4 to 6 years of professional experience or Master's degree with 2+ years of experience within functional area. Knowledge permits the employee to plan steps for and carry out multiphase projects and to modify techniques to solve a wide range of

IC4	Regularly serves as a technical leader, expert, or program management for challenging and unique functions and programs that have direct and significant department level impact. May set strategies that align with the department or school. Acts as a lead to other employees, which may include students.	Work is guided by overall objectives and minimal supervision. Must make decisions based on inadequate guidelines that require considerable interpretation to ensure appropriateness. Supervision is limited to special situations requiring advice or joint problem solving. Manages complex or specialized projects. Assignments are diverse and unpredictable and require the ability to flexibly and creatively adapt technical know-how to novel situations. Sets objectives and related milestones in collaboration with senior management.	Expert knowledge and expertise in theories, concepts, and principles of designated field typically obtained through a Bachelor's degree in a related field of study and 6 or more years of professional experience or Master's degree with 4+ years within functional area. Knowledge permits the employee to structure systems and solve problems touching multiple programs, systems, and business
IC5	Serves as a program management or technical leader for a significant program or function. Leads efforts to address most challenging processes with significant consequences on the overall effectiveness and growth of the University. Collaborates with top management to deliver strategic business results. Sets strategies that align with the department or school. Acts as a lead to other employees, which may include students.	Work guided only by University strategic objectives that are established to provide general direction for obtaining end results. Breaks down University strategies and local objectives into meaningful goals. Establishes strategies to accomplish program and/or project objectives. Solves business problems, which requires a high degree of ingenuity and creativity; challenges are often unique. Creates wholly new methodologies and design strategies. Regularly works on systematic problems, which have significant financial consequences and require change management expertise.	Expert knowledge and expertise in theories, concepts, and principles of designated field typically obtained by a Master's or postgraduate degree or equivalent and more than 10 years of professional experience. Knowledge permits the employee to develop new hypotheses, theories, and concepts or to be recognized nationally as an expert in the specialized field.
IC6	Focuses on specialized field of professional expertise requiring extensive skills, knowledge, and education experience.	Provides specialized professional services such as legal, medical diagnosis, or psychological services. Strategically evaluate risk and suggest methods for mitigation. Executes appropriate courses of action based on application of specialized knowledge. Provides counsel and opinion in areas of expertise.	Typically requires a terminal (highest degree within the field) degree or advanced course of study. Requires professional license or certification, or actively working towards the certifications.

MOA Appendix V-5 Job Level Guide/Career Track: Management

This career path includes supervisory and management staff who focus on tactical and operational activities within a specified area. A manager is defined as an administrator responsible for accomplishing the department objectives and operations of at least one work unit, which includes managing staff and short- and long-term planning of department activities. Employees in this career path take corrective action as necessary to ensure departmental goals are accomplished by established deadlines. The most important factors are (1) clear responsibility for managing a department / function and (2) formal supervision of at least two staff (non-student). Managing performance of staff requires writing and delivering performance evaluations and monitoring production and overall work quality. The entry job title used for this path is Supervisor. Generally, managers are responsible for the daily operations and work quality for assigned areas, and may have control or input over hiring, firing, promotion and reward authority for assigned staff or work teams. Positions allocated to this career path must meet the criteria for exclusion from the Collective Bargaining Agreements.

LEVEL	ROLE	IMPACT AND COMPLEXITY	REQUIREMENTS
M1	Supervises work activities. Has input for personnel actions for team. Position at this level may have a portion of time spent on performing duties similar to those of direct/indirect report in the department, however, supervisory activities must be a primary job function.	The responsibilities for this position are clearly defined. Typically solves technical and operational problems using established guidelines and procedures. Works under general supervision and work progress/outcomes are reviewed for soundness of judgment and overall thoroughness and accuracy. Supervises workflow and processes that are clearly defined and routine. Work is guided by policies and standards. Work impacts the day-to- day objectives and results of job area.	Knowledge and expertise in designated field typically obtained through a Bachelor's degree and 1 to 3 years of lead and/or supervisory experience.
M2	Supervises/manages a work unit and typically has full authority for personnel actions for unit/team. May contribute to perspectives in the development of the area's operational plan. Accountable for achievement of job area's operational objectives.	Responsibilities require research, analysis and problem solving that is either deep in a particular subject area or broad, covering more than one specialty area. Work is performed in accordance with established organization policies or external regulations that may require some interpretation and/or selection to ensure that proper procedures are followed. Work has a significant impact on the achievement of results and operational objectives within the wider job area. Accountable for monitoring budgets and identifies opportunities for increasing revenue and containing costs and ensuring compliance with policies.	Knowledge and expertise in designated field typically obtained through a Bachelor's degree in a related field of study and 3 to 4 years of experience within functional area including supervisory experience.

M3	Typically responsible for the management of a unit performing diverse but related tasks. Responsible for work and budget planning for assigned functions. Contributes to the operational plans of the division, school, or major functional area. Accountable for achievement of short- term operational objectives within area/department.	Work is performed in accordance with professional standards or defined principles. Guidelines normally require interpretation to ensure appropriate application. Decision making occurs in a context where solutions may be found from many diverse alternatives and there is often uncertainty and a lack of information. Work requires interpretation and application of the function's operational strategy in order to set objectives for the department or unit. Work impacts the achievement of results within the job function or department. Contributes to the development of budgets and operational forecasts; accountable for monitoring budgets and identifies opportunities for increasing revenue and containing costs and ensuring compliance with policies.	Knowledge and expertise in concepts, principles, and practices of designated field typically obtained through a Bachelor's degree in a related field of study and 4 to 6 years of professional experience or Master's degree in a related field of study and 3+ years including significant management experience.

M4	Responsible for planning and overseeing diverse activities within a planning unit or functional area of the institution. Typically directs significant programs and operations through subordinate managers and professionals. Sets strategies and objectives that align with the overall strategy of the University. May contribute to University strategy development. Accountable for managing and communicating long-term direction and achieving broad strategies within the functional area.	Situations require analytical or evaluative thinking. There are significant intangibles or uncertainties. Coordinates and integrates diverse activities within a planning unit or functional area. Develops and manages budgets and business plans. Breaks down University and planning unit strategies into meaningful strategies and goals that affect the work activities and performance of one or more departments. Oversight is limited to special situations requiring advice or joint problem solving. Departs from standard protocols and methods in order to address unique and complex problems. Work significantly impacts the results of the planning unit. Manages and may develop budgets and operational forecasts; accountable for monitoring budgets and identifies opportunities for revenue enhancement and containing costs and ensuring compliance with policies.	Seasoned knowledge and expertise in theories, concepts, and principles of both management and designated field of study typically obtained through a Master's degree in a related field of study and 6 or more years of professional experience within functional area including experience managing a team of individual contributors. Knowledge permits the employee to structure systems and solve problems touching multiple programs, systems, and business functions.
M5	Responsible for planning and overseeing a significant and complex functional area or its equivalent. Formulates policies, strategies, and systems that best position the University in the competitive marketplace. Directs critical programs or functions through a diverse team of subordinate managers. May manage multiple layers of managers. Informs the University's long-term strategic vision. Accountable for managing and communicating long-term direction and achieving broad strategies within functional area that link directly to University-wide objectives.	Situations encountered are often unique and require the development of new approaches to problem solving. Develops and implements new initiatives to address complex problems and/or capitalize on opportunities. Develops systems, methods or approaches, and operating procedures. Responsible for integrating and aligning strategic plans for area with the University as a whole, assessing long-term needs and establishing objectives for a function. Decisions are guided by broad operating plans and strategic vision. Often the main decision point on issues that have major and long-term consequences for the University. Position provides long-term planning, legal compliance, budget management, and adherence to University policies for a major function. Work impacts the results of the University through the achievement of unit strategies. Develops and manages budget and operational forecasts; accountable for monitoring budgets and identifies opportunities for revenue enhancement and containing costs and ensuring compliance with policies.	Expert knowledge and expertise in theories, concepts, and principles of both management and designated field of study typically obtained through a Master's or postgraduate degree or equivalent and more than 10 years of professional experience. Knowledge permits the employee to develop new hypotheses, theories, and concepts. This will include significant experience in managing financial and human resources as well as experience developing, gaining support for, and executing short- and long-term strategic plans.

Memorandum of Agreement #10 ACADEMIC FREEDOM RESOURCE GUIDE
December 15, 2020

Subject: The State of Academic Freedom at Portland State University

The University and Association agree to jointly develop a guide detailing resources and support available to members of the university community who are experiencing harassment or other undo pressure from individuals or groups off campus. The guide will be complete on or before 31 March 2021, will be referenced in Article 24 of the collective bargaining agreement, and will be posted in one or more places on the Portland State University website.

Memorandum Of Agreement #11 ACCOMMODATION TESTING PLAN
April 14, 2021

Subject: Effects Implementation Accommodations Testing Plan

Recitals

The University has refocused the plan for student accommodation testing procedures to commence when the University returns to campus. The implementation of this refocused plan will begin in Fall 2021. The parties acknowledge that the Provosts message on Accommodation Testing was a revision to the approach of student testing accommodations and not a change in requirements.

Previously, Student Health and Counseling voluntarily provided space and staff to proctor exams. The need for testing accommodations has outgrown the space and staffing for SHAC to assist in this endeavor. In 2018 a decision was made to transfer oversight of the Testing Center to another Department. A work group was created to determine the best way to implement this decision and the resulting undertakings. Some students would be directed to the testing center based on more extensive accommodations, while students with less extensive accommodations would be directed to their faculty for testing accommodation's.

Agreement

1. The parties acknowledge that if faculty members are able to design exams accessibly, accommodations may not be needed.
2. The parties acknowledge that faculty members are responsible for ensuring that testing accommodations are provided to comply with the accommodations determined by the Disability Resource Center (DRC).
3. The Learning Center is the unit on campus that is tasked with coordinating much of the third-party proctoring support available to faculty.
4. The parties acknowledge that there is currently no comparative data (identified in the list below) nor has data as noted below been collected.
5. The parties agree to monitor the process, through the Labor Management Committee, to determine the impact, if any, on the accommodation testing process, the participants and faculty.

Reporting

Once the testing accommodations have been implemented, the University will provide AAUP with a report that includes the following:

1) Number of requests by faculty for a secure proctor
2) Number of times a secure proctor was not available and why
3) Number of students assigned to or using Pathway A and Pathway B
4) Number of Faculty who attended training on the current PSU platform to proctor exams or received training and/or assistance to implement Universal Design assessment methods.
5) Summaries of each complaint received by the DRC or the Office of Equity and Compliance from a student where the student complains that there was a failure to provide approved

testing accommodations (summaries shall be de-identified so as not to provide FERPA-protected or other non-public information about a student).

6) Further, the summaries will identify which academic department offered the course where the student contends, they did not receive an approved testing accommodation if this can be provided without disclosing FERPA-protected or other private information about a student.
7) The University will provide the report to AAUP within four weeks after the end of each academic term and it will be sent to the parties in accordance with the CBA at Article 39.
8) The University will provide AAUP with six (6) reports, however, the AAUP may notify the University at any time that it does not require to receive further reports and may mutually agree to end this agreement early.

Training

1. The University will offer yearly training to assist faculty members on accommodation testing. Participation in the training will be voluntary.
2. Training may include at least 2 options in which members can sign up to take the training.
3. This training shall include the principles of Universal Design assessment methods (Option 1) and how to use the current PSU Platform to proctor exams (Option 2). The University will send notice of each training opportunity to all instructional faculty members in the AAUP Bargaining Unit via their PSU email address.
4. New mid-year hires shall be afforded the opportunity to receive the training before the end of their first academic year.

The parties agree that either party may request to meet and collaborate on the mitigation of potential impacts of the accommodation testing plan. This collaboration will be on based on information provided in the reports from #1.

This MOA will become effective upon signature and ratification and will be placed as an Appendix in the CBA and will expire with the Collective Bargaining Agreement.

Provost's Message: Revised Approach to Accommodations for Testing

Colleagues,
The Americans with Disabilities Act Amendments Act (ADAAA) and Section 504 of the Rehabilitation Act of 1973 require the University to provide testing accommodations to all students with disabilities. Since 2013, the Disability Resource Center (DRC) has experienced a 120% increase in the number of students served. Currently, more than 2,100 current students have received accommodations through the DRC and 72% of those (nearly 1600 students) had access to testing accommodations.

The current Testing Center space (managed by Student Health and Counseling - SHAC), staffing, and structure provided for proctoring exams of students with disabilities have grown inadequate to meet our increasing needs, and it is becoming more difficult to ensure that students' testing accommodations are provided. At the end of fall term 2019, a decision was made to transition oversight of the Testing Center to another department, and a workgroup was formed thereafter to draft a plan for implementation.

The Implementation Plan

The workgroup identified a stratified proctoring model that divides students into two groups based on the testing accommodations for which they are found to be eligible in their initial appointment with the DRC. A limited number of students who have more extensive accommodations are then directed to the Testing Center for the majority of their proctoring needs. All other students receiving testing accommodations are directed to their faculty to identify appropriate options that would work best for the students. The complete plan for providing accommodated testing is outlined on the Learning Center's Testing Center webpage. This model will provide faculty with more options for test proctoring and will help to ensure that all students who wish to receive their testing accommodations have the ability to do so.

The Learning Center's Key Role

Following the presentation of the implementation plan, the Learning Center was identified as the unit best positioned to take on the oversight of the Testing Center's physical space and other options for providing testing accommodations. Under the direction of Interim Director Dr. Shoshana Zeisman-Pereyo, the Learning Center will oversee accommodated test proctoring starting in summer term 2020. I am grateful to Dr. Zeisman-Pereyo for agreeing to provide continued leadership for the Learning Center and these expanded activities.

COVID-19, Universal Design for Learning, and Assessment Methods

The dramatic shift to remote education due to the effort to curtail the spread of COVID-19 has compelled our university faculty to design assessment more inclusively, to move exams into D2L, and to provide students with alternative assessment methods (like presentations, papers, and more) as appropriate. This type of curriculum design is called Universal Design for Learning (UDL), and it provides the opportunity to meet the needs of more of our students (with and without disabilities alike). I hope that faculty will continue to consider ways in which UDL can be implemented in all courses to address Persistence, Academic Success, and Student Experience—three of the four pillars or focus areas within the PSU Student's First effort. For more information on Universal Design for Learning here at Portland State, please visit the Office of Academic Innovation (OAI) website.

A Note About Make-Up Exams

The Learning Center has also been asked to work on a plan to support faculty and students who need options for taking proctored make-up exams. We will provide more information on make-up exams once that has been developed.

Again, to learn more about the plan for providing accommodated testing options to students with disabilities, visit the Learning Center's Testing Center webpage.

If you have questions or need more information, please contact Shoshana Zeisman-Pereyo, Interim Director of the Learning Center, at zeisman@pdx.edu.

Sincerely,
Susan Jeffords, Ph.D.
Provost and Vice President for Student Affairs

COVID IMPACT MEMORANDA OF AGREEMENT #1-21

MOA COVID impact #1: EXPIRED IPDAS
OCTOBER 30, 2020 CORRECTED

Subject: Extension of Timelines for expired Individual Professional Development accounts (IPDAs) pursuant to Article 19 Section 3(e) due to COVID-19 pandemic

Recitals:

The funds deposited in IPDA's on July 1, 2016, that have not been used by members are due to expire and revert to the Deans on June 30, 2020. Closures across the country and the world due to the pandemic have resulted in difficulty using those funds within this time period. The parties wish to defer the expiration of those funds so that members have sufficient time to use them for their intended purpose when normal operations resume.

Agreement:

The funds deposited in IPDAs on July 1, 2016, that have not been used will automatically roll over in their respective IPDAs for an additional year and expire on June 30, 2021. Members will not need to request the roll over pursuant to Article 19 Section 2(e) for 2016-17 funds.

Should normal operations not resume by January 1, 2021, then the funds deposited in IPDAs on July 1, 2017, and any funds remaining from the 2016-17 allotment, will roll over until June 30, 2022. Members will not need to request the roll over pursuant to Article 19 Section 2(e) for 2017-18 funds.

MOA COVID impact #2: TT MEMBERS TENURE CLOCK ADJUSTMENTS
APRIL 22, 2020

Subject: Option for tenure track members to delay Promotion and Tenure review due to the COVID-19 pandemic

Recitals:
PSU and AAUP recognize that the COVID-19 has created a situation that may interrupt faculty progress toward promotion and tenure. The parties wish to ensure that tenure-track faculty whose scholarly agendas were adversely impacted by the events of Spring 2020 are given the opportunity to recover.

Agreement:
A one-year extension of the tenure clock will be offered to all tenure-track faculty members who were employed on the tenure track as of Spring term, 2020.

Faculty scheduled for tenure review in Academic Year 2020-2021:
The University will communicate this offer to faculty members no later than one week after the ratification of this agreement. Faculty in this group must let their Department Chair or Chair equivalent and Dean's office know their decision in writing no later than June 1, 2020 using the ACKNOWLEDGEMENT OF EXTENSION OF TENURE CLOCK form (Appendix A).

Faculty scheduled for tenure review in Academic Years 2021-22 through 2024-25:
For tracking purposes, all faculty in this group will remain on their current promotion and tenure review schedules and retain the right to an early review. In April when notifications are sent to those eligible for promotion and tenure review for the following academic year, the Department Chair, Chair equivalent, or Chair of the P&T Committee will include this MOU along with the eligibility notification. Any Faculty member electing the one-year extension must inform the Department Chair, Chair equivalent, or Chair of the P&T Committee, and the Dean's Office of their decision no later than April 30 of that academic year, in writing using the ACKNOWLEDGEMENT OF EXTENSION OF TENURE CLOCK form (Appendix A).

This agreement will become effective upon signature and ratification of the parties and shall remain in effect until the conclusion of the adjustment cycle (AY 2024-25) as noted above.

Appendix A to MOA

Option for tenure track members to delay Promotion and Tenure review due to the COVID-19 pandemic

ACKNOWLEDGMENT OF
EXTENSION OF TENURE CLOCK DUE TO COVID-19
FOR ACADEMIC YEARS 2020-21 through 2024-25

Name:

_____

Last First Middle

College or School/Department: _____ PSU ID: _____

Date of First Appointment at PSU: _____ Current Rank: _____

* * * * *

INSTRUCTIONS: When notifications are sent regarding those eligible for promotion and tenure review, the Department Chair or chair of the P&T Committee will include this form along with the PSU-AAUP MOU Titled: OPTION FOR TENURE TRACK MEMBERS TO DELAY PROMOTION AND TENURE REVIEW DUE TO THE COVID-19 PANDEMIC, dated April 22, 2020.

The eligible Faculty member must inform the Department Chair, chair of the P&T Committee, and the Dean's Office, of their decision opt-in to the one-year extension of their tenure review in writing, using this form. The Deadline for the decision is June 1, 2020 if tenure review is in AY 2020-21, or April 30 of the year of the tenure review if the tenure review is in AY 2021-22 through 2024-25.

To be filled out by the Faculty Member:

Check One		Date of Tenure Review
____	I would like to keep my original tenure review schedule.	FALL 20____
____	I would like the automatic Tenure Clock Extension.	FALL 20____

Print Names Clearly Below:	SIGNATURES	DATE
EMPLOYEE:		
DEPARTMENT CHAIR/Supervisor of Record:		

DEAN:		

* * * * *

Acknowledgement of Receipt: The Deans office will provide a signed copy to The Office of Academic Affairs

MOA COVID impact #3: TT MEMBERS HIRED 2020-21 TENURE CLOCK ADJUSTMENTS
April 1, 2021

Subject: Tenure Track Faculty members hired in the 2020-21 Academic Year access to tenure clock adjustment due to the COVID-19 pandemic

Recitals:
The tenure clock extensions made available to tenure track faculty members in 2020 04Apr22 MOA TT members Tenure Clock Adjustments EXECUTED RAT.pdf did not extend to members that commenced their tenure track positions in the 2020-21 Academic Year. The COVID-19 pandemic may have had a significant impact on these members.

Agreement:
Members who commenced employment in the 2020-21 Academic Year shall be eligible to submit Appendix A of the above MOA to seek a Tenure Clock Adjustment in accordance with that agreement.

The parties agree this agreement is non-precedential.

This agreement will become effective upon signature.

MOA COVID impact #4: STARTUP PACKAGES
June 11, 2020

Subject: Automatic extension of AY 19-20 deadlines in tenure track members startup packages due to the COVID-19 pandemic

Recitals:

The University and the Association recognize that the COVID-19 has created a situation that may interrupt faculty progress toward promotion and tenure, and that members are particularly vulnerable if their start-up packages contain deadlines at the end of AY 2019-20 and AY 2020-21. The parties wish to ensure that tenure-track faculty whose scholarly agendas were adversely impacted by the events of Spring 2020 are given the opportunity to recover.

Agreement:

1. Deadlines to any aspect of a tenure track faculty member's start up package that fall within the period of remote operations due to the COVID-19 pandemic will have those deadlines extended until June 30, 2021.

2. Should normal University operations not resume by January 1, 2021, any deadlines extended in #1 above will be extended until June 30, 2022, and any deadlines originally established for AY 2020-21 will be extended until June 30, 2022.

3. In no event will the startup package extension exceed the Tenure deadline.

MOA COVID impact #5: STARTUP PACKAGES AY 21-22 AND 22-23
April 13, 2021

Subject: Extension of AY 21-22 and AY 22-23 deadlines in tenure track members startup packages due to the COVID-19 pandemic

Recitals:

The University and the Association recognized that the COVID-19 pandemic created a situation that may have interrupted faculty progress toward promotion and tenure if their start-up packages had deadlines in AY 19-20 or AY 20-21, and addressed that impact in 2020 06Jun11 MOA COVID impact- Startup packages EXECUTED RAT. The pandemic has impacted operations far longer than anticipated, and the parties recognize that faculty members with startup packages that expire in AY 21-22 and AY 22-23 may be similarly impacted. The parties wish to ensure that tenure-track faculty whose scholarly agendas were adversely impacted by the pandemic are given the opportunity to recover.

Agreement:

1. Tenure Track faculty members who have startup packages deadlines in AY 21-22 and AY 22-23 shall be able to extend the deadlines for one year by applying for the extension on the attached form (Appendix A) prior to December 31, 2021.

2. The startup package extension cannot exceed the Tenure deadline.

Appendix A to MOA Option for tenure track members to extend startup package deadlines in AY 21-22 and 22-23 due to the COVID-19 pandemic

ACKNOWLEDGEMENT OF
EXTENSION OF STARTUP PACKAGE DEADLINE
FOR ACADEMIC YEARS 2021-22 AND 2022-23

Name:

_____
Last First Middle

College or School/Department: _____ PSU ID: _____

Date of First Appointment at PSU: _____ Current Rank: _____

AY where you will submit for Promotion and Tenure _____

Has a Tenure Clock Adjustment (TCA) been applied? YES or NO
If YES, please indicate all TCAs: _____

* * * * *

INSTRUCTIONS: Deans shall ensure that Department Chairs distribute this form with its empowering MOA before the end of spring 2021, and again in the beginning of Fall 2021, to all tenure track faculty members who have startup package deadlines in AY 21-22 or 22-23. Faculty members shall have until December 31, 2021 to return the form to the Department Chair. The Department Chair shall provide a copy of the submission to the Dean's office, and Office of Academic Affairs by January 15, 2022.

The eligible Faculty member must inform the Department Chair of their decision opt-in to the one-year extension of startup package deadline in writing using this form. The Deadline for the decision is December 31, 2021. Faculty members shall be able to extend only if the new startup package deadline is before the AY for tenure review.

To be filled out by the Faculty Member:

Check One	
____	My start up package has deadlines in AY 21-22. I need to extend this deadline one year due to the pandemic.
____	My start up package has deadlines in AY 22-23. I need to extend this deadline one year due to the pandemic.

Print Names Clearly Below:	SIGNATURES	DATE
EMPLOYEE:		
DEPARTMENT CHAIR/Supervisor of Record:		

DEAN:		

* * * * *

The Deans office will provide a signed copy to The Office of Academic Affairs

MOA COVID impact #6: ACADEMIC PROFESSIONAL EVALUATIONS
MAY 1, 2020

Subject: COVID-19 impact on Academic Professional Evaluations

Recitals:

The workload of Academic Professionals, and their departments associated with moving all classes and serving all students remotely to reduce the spread of the COVID-19 virus, is substantial. In light of the changes made during the COVID pandemic period as well as the option offered to extend the promotion and tenure review process, the University and the Association (collectively the "Parties") wish to provide similar consideration to all Association members.

Agreement:

The deadline for completing the 2019-2020 Academic Professional evaluations, which ended on April 1, 2020, will be extended until June 30, 2020. The required meeting to discuss the evaluations shall be completed virtually, using available technology such as Zoom or Google Hangouts.

For the evaluation period ending April 1, 2021, Supervisors will give meaningful consideration and take into account the stressors and disruptions of the COVID crisis (such as a global pandemic, stay at home orders, the deployment to work at home), and the input from Academic Professionals. Although we recognize that each case may be different, as appropriate, Academic Professionals are strongly encouraged to submit a self-evaluation that articulates struggles they may have encountered and any impact on their performance or outcomes. Should an Academic Professional receive a negative evaluation for performance during the COVID crisis period, the Supervisor will articulate consideration given to the stressors noted in the self-evaluation.

OAA will send an email to supervisors on or about March 15, 2021 with this MOA in preparation for the next evaluation period.

This agreement will become effective upon signature and ratification of the parties. This MOA will be inserted in the MOA section of the Successor Agreement to the 2015-19 Collective Bargaining Agreement.

MOA COVID impact #7- NTTF AND TT REVIEWS
AUGUST 12, 2020

Subject: COVID-19 impact on NTTF and TT Faculty Reviews

Recitals:

We recognize that the COVID-19 pandemic and the University' deployment of employees to remote work operations had an impact on how and where faculty members conduct their work. The parties wish to provide guidance to Non-Tenure Track Instructional, Tenure Track, and Tenured Faculty members about framing the impact of remote work and the pandemic in their probationary annual reviews and in post-continuous and post-tenure review.

We recognize that student evaluations are commonly used in P&T and other review files. Although the value of student evaluations may be disputed, they can be a key in assessing the effectiveness of teaching.

The Parties agree as follows:

1. Tenure Track and Tenured Faculty members who perceive that their scholarship, teaching and service were impacted by the COVID-19 pandemic and the University's deployment of employees to remote work operations have the option to include evidence in their review material of the impact of the pandemic and the work at home deployment on their work in their next review period for the following:
    a. Pre-Tenure Annual Reviews
    b. Third-Year Review
    c. Post-Tenure Review (PTR)

2. Non-Tenure Track Instructional Faculty members who perceive that their scholarship, teaching and service were impacted by the COVID-19 pandemic and the University's deployment of employees to remote work operations have the option to include evidence in their review material of the impact in their next review period for the following:
    a. Pre-Continuous Appointment Annual Review
    b. Post-Continuous Appointment Review

3. It will be at the discretion of the faculty member to include or not include any student evaluations collected from courses taught during the period of remote teaching beginning Winter 2020 through summer 2020 in all future evaluation, promotion, continuous appointment, or tenure decisions. The absence of these student evaluations will not prejudice future evaluation, promotion, continuous appointment, or tenure decisions.

4. In the Fall 2020 term, members may include and specifically note additional measures of teaching effectiveness beyond student evaluations. This can include, but is not limited to, sample teaching material, peer observations, or recorded lectures. A member who would like guidance on suitable additional measures may, at the discretion of the member, consult their Department Chair and/or their P&T committee.

5. If remote work continues into Winter 2021, members shall have the opportunity to articulate the impact in their next two Pre-Tenure Annual Reviews or Pre-Continuous Appointment Annual Review.

6. The University shall give meaningful consideration to the arguments and evidence presented regarding the impacts of COVID-19. Should the faculty member receive a negative evaluation covered by this MOA, the Review Committee will articulate the consideration given to the member's arguments and evidence of the impacts of the COVID-19 pandemic and remote work.

This agreement will become an addendum to the current collective bargaining agreement and will be incorporated in the successor agreement as the parties deem appropriate during successor bargaining as a housekeeping item.

MOA COVID impact #8- NTTF-CA MILESTONE REVIEW EXTENSION
December 17, 2020

Subject: Option for non-tenure track instructional faculty members to delay milestone review for continuous appointment in AY 20/21 due to the COVID-19 pandemic

Recitals:

PSU and AAUP recognize that the COVID-19 has created a situation that may interrupt NTTF faculty member progress toward Continuous Appointment. The parties wish to ensure that NTTF faculty members whose progress toward continuous appointment was perceived by them to be adversely impacted by the events of Spring 2020 are given the opportunity to recover.

The Parties agree as follows:

1. A one-year extension of the continuous appointment clock will be offered to all non-tenure track faculty members who are scheduled for their milestone review for continuous appointment in AY 20/21. All other requests for an extension due to COVID-19 impact, will be on a case-by-case basis.

2. The University will communicate this offer to faculty members September 1, 2020. Faculty members in this group must let their Department Chair or Chair equivalent and Dean's office know their decision in writing no later than September 30 of the year of their original review using the ACKNOWLEDGEMENT OF EXTENSION OF CONTINUOUS APPOINTMENT CLOCK form.

3. It will be at the discretion of the faculty member to include or not include any student evaluations collected from courses taught during the period of remote teaching beginning in Winter 2020 through Summer 2020 in their continuous appointment milestone review regardless of the year of the review.

This agreement will become effective upon signature and ratification of the parties and shall remain in effect until the conclusion of the adjustment cycle (AY 2025-26) as noted above.

Milestone Review		Septembers/Years
HIRED September 16, 2020	**Contractual Reviews to be completed by June 15**	**Count**
2020-21	1st Annual Review	1
2021-22	2nd Annual Review	2
2022-23	3rd Annual Review	3
2023-24	4th Annual Review	4

2024-25	5th Annual Review	5
2025-26	Milestone Review Occurs	6
POSITIVE MILESTONE REVIEW		
9/16/2026 New post CA contract starts	Positive Milestone Review **CA Effective Date** from 2026- 27 Review	ALSO start of Academic year 1 for the PCAR 5-year review cycle (2026-27)

MOA COVID impact #9- FACULTY DEVELOPMENT GRANTS
May 27, 2020

Subject: Extension of Faculty Development Grant award life for all current grants due to the COVID-19 pandemic

Recitals:

The University and the Association recognize that the COVID-19 has created a situation that may interrupt a faculty member's progress toward completion of their Faculty Development Grant project. The parties wish to ensure that members of the Association whose progress was impacted by the events beginning in Spring 2020 are given the opportunity to recover and complete their projects to their maximum potential.

Agreement:
A one-year extension will be provided to all faculty development grant awards that were active on March 1, 2020. Awards that were due to expire on June 30, 2020 will be extended to June 30, 2021. Awards that are due to expire on June 30, 2021 will be extended to June 30, 2022.

It shall be the responsibility of the grant recipient to secure extensions from external sources as necessary, including but not limited to, data contracts, equipment use, and IRB approvals.

This agreement will become effective upon signature and ratification of the parties, and will remain in effect until June 30, 2022. This MOA will be placed in the appendix of the successor agreement.

MOA COVID impact #10- LETTER TEMPLATES EVALUATORS
April 26, 2021

Subject: Temporary Change due to COVID -19 to Sample Letter Templates for external evaluators for TTF promotions and/or tenure and NTTF promotions.

Recitals:

PSU and AAUP recognize that the Pandemic created a situation that may have interrupted promotion and/or tenure processes for TTF and NTTF.

Agreement:

1. The parties agree to add explanatory language to the Sample Letters in Appendix II of the University P&T Guidelines so that external reviewers understand the University's position on any tenure clock extensions requested due to the Pandemic and any evidence that substantiates impacts that the faculty member may have experienced. The revised Sample Template Letters with the explanatory language are Appendices A and B of this agreement.

2. Explanatory language regarding PSU's response to the potential impact of the Pandemic added to the SAMPLE LETTER TO EXTERNAL EVALUATORS FOR TENURE AND PROMOTIONS TO ASSOCIATE PROFESSOR AND FULL PROFESSOR and the SAMPLE LETTER TO EVALUATORS OUTSIDE THE DEPARTMENT FOR PROMOTION OF NTTF represents a temporary change and this new language will be deleted after all impacted faculty have completed their review cycles.

This agreement will become effective upon signature and ratification of the parties, and shall remain in effect until the conclusion of the promotion cycles (AY 2024-25).

APPENDIX A

SAMPLE LETTER TO EXTERNAL EVALUATORS FOR TENURE AND PROMOTIONS TO ASSOCIATE PROFESSOR AND FULL PROFESSOR

(NOTE: Significant deviations from this form must be approved by the Dean and Provost/Vice President.)

Dear (name of evaluator):

The (name of Department) of the (name of College or School) of Portland State University is considering whether it should recommend (rank and name) for promotion to the rank of (Associate Professor, Professor) (with tenure) effective (date).

To assist in such considerations, the University requires that written evaluations be obtained from multiple and credible sources in the candidate's scholarly or creative field outside the University.

I am writing to request a letter giving your assessment of the quality and significance (see Portland State University's Promotion and Tenure Criteria enclosed) of Professor (name)'s scholarship. Your letter will become a part of the file and will be available for review by the affected faculty member.

In your assessment, we ask that you give meaningful consideration to the arguments and evidence presented regarding the impacts of the Pandemic. A one-year extension of the tenure clock was offered by the University to all tenure-track faculty members who were employed on the tenure track as of Spring term, 2020 through Academic Year 2025-26. Any faculty member, whether or not they elected the one-year extension, has the opportunity to include arguments and evidence regarding the impacts of the Pandemic on their scholarship. Please note that it is the University's intention that tenure clock extensions and impacts cited due to the Pandemic or other FMLA related reasons, are not to be interpreted negatively.

For your information I am enclosing a copy of Professor (name)'s vita. (I am enclosing reprints.) Since our deliberations must be concluded by (date), I would appreciate your earliest response. If you are unable to respond by that date, please let me know as soon as possible.

While severe budgetary constraints prevent us from offering you an honorarium, I do hope that you will agree to participate in this important part of our review. Let me express in advance our deep appreciation for your assistance.

Sincerely,

Name Title

Enclosures:
(attach c.v.)
(attach reprint list, if any)
(attach a copy of the departmental and University criteria)

Candidate's Name _____

APPENDIX B

SAMPLE LETTER TO EVALUATORS OUTSIDE THE DEPARTMENT
FOR PROMOTION OF NTTF

(NOTE: Significant deviations from this form must be approved by the Dean and Provost)

Dear (name of evaluator):

The (name of Department) of the (name of College or School) of Portland State University is considering whether it should recommend (rank and name) for promotion to the rank of (rank) effective (date).

To assist in the review of candidates for promotion, the University requires that written evaluations be obtained from multiple and credible sources outside the department.

I am writing to request a letter of assessment regarding the quality and significance (see Portland State University's Promotion Criteria enclosed) of (name's) scholarly, creative, and/or professional activities.

Your letter will become a part of the file and will be available for review by the affected faculty member. In your assessment, we ask that you give meaningful consideration to the arguments and evidence presented regarding the impacts of the Pandemic. Any faculty member has the opportunity to include arguments and evidence regarding the impacts of the Pandemic on their scholarship. Please note that it is the University's intention that impacts cited due to the Pandemic or other FMLA related reasons, are not to be interpreted negatively.

For your information I am enclosing a copy of (name's) vita (and when agreed, additional materials.) Since our deliberations must be concluded by (date), I would appreciate your earliest response. If you are unable to respond by that date, please let me know as soon as possible.

While severe budgetary constraints prevent us from offering you an honorarium, I do hope that you will agree to participate in this important part of our review. Let me express in advance our deep appreciation for your assistance.

Sincerely,

Name Title

Enclosures:
(attach c.v.)
(attach reprint list, if any)
(attach a copy of the departmental and University criteria)

Candidate's Name _____

MOA COVID impact #11- VACATION ACCRUAL
August 24, 2020

Subject: COVID-19 and Workshare impact on Vacation accrual and forfeiture

Recitals:

PSU and AAUP recognize that the COVID-19 pandemic led to changes in most vacation plans. Further, members risk being removed from the Workshare program for any week they use their vacation time while participating in Workshare. Vacation days, however, continue to accrue up to 260 days after which vacation hours are forfeited.

The Parties agree as follows:

1. The vacation accrual cap for all AAUP vacation-eligible employees will be temporarily increased to 305 hours from 6/1/2020 - 12/31/2020. This represents an increase of 3 months of accruals from the current unclassified maximum bank of 260 hours to 305 hours.

2. Additional vacation earned during the period noted in no. 1 above must be used by 05/31/21 or will be forfeited.

3. Supervisor's will be encouraged to be flexible to allow AAUP vacation-eligible employees to schedule vacation time between 1/1/21 and 05/31/2021 to bring their accrual balance comfortably below the 260-hour accrual limit that will be imposed on 05/21/21.

This agreement will become effective upon signature and ratification of the parties and will expire on 5/31/21.

The parties may re-evaluate this agreement no earlier than December 1, 2020.

MOA COVID impact #12- VACATION ACCRUAL EXTENSION
April 5, 2021

Subject: COVID-19 and Workshare impact on Vacation accrual and forfeiture EXTENSION

Recitals:

The parties executed 2020 08Aug24 MOA COVID impact vacation accrual. The agreement was ratified by the PSU-AAUP membership.

The Parties agree as follows:

1. AAUP bargaining unit members will have until August 31, 2021 to use vacation hours accrued between 260 hours to a maximum of 305 hours accrual allowed in the above cited agreement.

2. The regular 260 vacation hour cap will be restored on or about September 1. Any vacation accrued above 260 hours will be forfeited.

3. Supervisor's will continue to be encouraged to be flexible to allow AAUP vacation-eligible employees to schedule vacation time before August 31, 2021 to bring their accrual balance comfortably below the 260-hour accrual limit that will be imposed on September 1, 2021.

This agreement will become effective upon signature and will remain in effect until September 1, 2021.

MOA COVID impact #13- SABBATICAL
July 1, 2020

Subject: Impact of COVID-19 pandemic on Sabbatical Leave

Recitals

Due to the COVID 19, the University has cancelled all travel for the foreseeable future; has placed all courses in remote status; and the State of Oregon has declared a "shelter in place order." These restrictions may limit ability to engage in work or research that is travel-based at this time.

Agreement:

1. Those faculty whose sabbaticals took place in AY 19/20 and whose sabbatical-related plans to travel were cancelled due to COVID 19 Pandemic should consult with their supervisor, Viking Travel and Human Resources to ensure that all appropriate steps were taken, including:

    i. Email notification of changes to travel or other sabbatical plans to their supervisor, Viking Travel and Human Resources Partner.
    ii. Provide documentation of cancelled travel.
    iii. Include a statement in their Sabbatical Leave report to explain the impact, if any, of COVID-19 on their sabbatical along with a copy of this MOU (optional)
    iv. Place both documents in their dossier for promotion, and/or Post Tenure Review as appropriate.

2. Those faculty who were awarded sabbaticals in AY 19-20 to be taken in AY 20-21 and whose plans included travel may defer their sabbatical for up to one year. The process for deferral of their sabbatical is as follows:

    i. They must notify their supervisor at least 1 month in advance of the Sabbatical start date that they want to defer.
    ii. They will not need to re-apply unless their sabbatical plan is different in substance than the one that was approved.
    iii. They will be reassigned their previous faculty duties for AY 20/21.
    iv. Their supervisor will notify HR that their sabbatical has been postponed
    v. The next countdown period[5] will begin at the conclusion of the deferred sabbatical leave.

3. The number of new sabbaticals awarded in AY 20-21 for AY 21-22 may be limited due to COVID 19 related sabbatical deferrals originally scheduled for 20-21 but deferred to 21-22. Supervisors will use due diligence when approving sabbaticals, and consideration will be given to programmatic as well as faculty needs.

[5] Article 33, Sections 2 & 3, of the parties Collective Bargaining Agreement

This agreement will become effective upon signature and ratification of the parties. This MOA will be placed as an addendum in the party's successor collective bargaining agreement during housekeeping in successor bargaining negotiations. This agreement shall remain in effect until August 2021.

MOA COVID impact #14- IPDA USE DURING PANDEMIC
December 17, 2020

Subject: Temporary change in permitted expenditures for IPDA funds in the CBA Article 19 Section 3 (d) due to COVID-19 pandemic

Recitals:

Article 19 Section 3 (d) establishes the criteria around which IPDA expenditures will be approved for professional development purposes. The pandemic creates a desire for this criterion to be expanded temporarily to address the needs members have working remotely. The parties to this MOU agree these expenses are not consistent with our interpretation of professional development.

Agreement:

The University will reimburse members from their IPDAs for computers, computer peripherals and accessories, network components, office furniture, and other items that they believe will be helpful to support their work during the pandemic. The items purchased shall remain the property of the University, and members will bring those items to campus when on-campus operations resume, and they are no longer working remotely.

Members will also be permitted to use IPDA funds to hire hourly non-GA student workers performing non-graduate employee work. Student workers could be hired to assist the faculty and/or staff with their workload. Members must work with their Departments to identify and hire student workers using existing policies and procedures.

This agreement will become effective upon signature and ratification of the parties. It will be inserted as an appendix in the successor CBA during housekeeping. The MOA will expire at the conclusion of the Spring Term 2021 or when on campus work resumes, whichever is earlier.

MOA COVID impact #15- RECALL LIST EMPLOYEES INTERNAL CANDIDATES
April 14, 2021

Subject: Application during 10-day internal posting

Recitals:

The COVID-19 pandemic has had a significant impact on the University's work force due to additional family and external pressures and changes in work place needs and operations and the University desires to provide additional opportunities for employees who may be affected by layoff to have an expanded opportunity to compete for vacant Academic Professional positions as they may come open from time-to-time by permitting them to apply as an internal candidate during the period of time they are on a recall list.

Agreement:

1. Academic Professionals who are on lay off status, and who have requested to be placed on the recall list prior to December 2021, will be allowed to apply for any open AP position in the same manner as Internal Candidates.

2. Those AP's on the recall list will retain this right for, for 1 year from the date of the notice of layoff, as long as they are on the established recall list.

3. AP's who are offered a position, and decline, will be removed from the recall list.

4. This agreement is not intended to be precedential nor is it intended to guarantee any right to the AP or obligation of the employer, except as defined above.

5. The parties further agree that those NTTF who are given lay-off notice, as long as they are on the established recall list, may also apply for any open AP positions during the 10 day internal posting.

6. NTTF who are offered and accept an AP Position will remain on the NTTF recall list, however any time spent in an AP position will not be counted towards promotion in their NTTF position, or credited toward their PCAR review, should they return to that or another NTTF position.

7. In the event the NTTF is recalled to their NTTF position they will be reinstated at the same rank and appointment they held at the time of layoff.

This agreement shall be effective upon signature, of the parties and ratification of the PSU-AAUP Membership, and shall remain in effect until all AP's on the recall list, prior to December 2021 have either been recalled, taken another job, or 1 year from date of layoff has passed for APs and after 3 years for NTTF.

MOA COVID impact #16- CAREGIVER WORKLOAD
January 5, 2021

Subject: Mitigation of Effects of prolonged COVID-19 Pandemic on Member workload and well-being; Mitigation of amplified effects of pandemic on members with caregiving responsibilities

Recitals:

The parties acknowledge and share in the challenges to work/life balance during this pandemic.

Agreement:

The Association and the University wish to establish a framework that will assist employees and potentially ease burdens.

1. Whenever possible, committee work and service responsibilities, including significant new projects such as program redesign, will be deferred during this academic year (20-21).
2. Attendance at non-essential meetings shall not be required during this period. Determination of which meetings are essential should be determined by the academic units.
3. Supervisors will provide flexibility to members in scheduling whenever possible.
4. Supervisors and members shall be given a reasonable period of time to respond to each other. Supervisors and members are encouraged to provide notice and schedule meeting times when applicable.
5. Members will be allowed to extend the use of Emergency Paid Sick Leave, provided by the Families First Coronavirus Response Act, to June 30, 2021.
6. Members shall be permitted to reduce their FTE partially, or use applicable leave as necessary during the COVID period. The University agrees that no member will be disciplined or experience any adverse consequences for reducing their FTE or using leave during the COVID period.

The Parties agree that these provisions are temporary, and this agreement is made solely to meet the needs of members during the COVID period. The Association agrees that the provisions of this agreement do not establish a precedent for the continuation of these provisions after the pandemic is over and the University resumes on campus operations.

This agreement shall be implemented upon signature and ratification of the AAUP membership. This MOA shall remain in effect through the 2020-2021 fiscal year.

MOA COVID impact #17- WORKSHARE FURLOUGH
May 23, 2020

Subject:

The University and the Association (collectively the "Parties") agree to engage in the Workshare Program offered by the Oregon State Department of Employment.

Agreement:

The University and Association have engaged in a variety of meetings (Labor Management, Negotiations and the Vice Provosts Union Leadership meeting) to discuss budget shortfalls and consider ways to protect bargaining unit members' positions and respond to the financial situation during the COVID 19 crisis.

As a result of these discussions, the Parties hereby agree to establish the "Work Share Program."

Work Share Program details:

Effective June 1, 2020, the University will place impacted employees in the Work Share Program, which will conclude on December 31, 2020, unless terminated earlier.

The program will be extended to all eligible 12-month non-instructional employees for a minimum of four full weeks beginning June 1, 2020, after which, PSU will determine who remains on the program based on employer needs.

Eligible employees will be required to complete initial paperwork at the beginning of the program.

If either party wishes to negotiate an extension of the Work Share Program, it will send written notice to the other party by no later than November 2, 2020. Or, if the federal or state government authorizes additional funding at any time between June 1st-December 31st, Parties agree to re-negotiate the agreement.

1) **Work Share Program:**
    a) The Work Share Program, administered by the State of Oregon Employment Department (OED), allows employers and employees to address economic challenges by allowing a reduction in the amount of time employees work each week, with employees receiving unemployment compensation for the period of time that their work is reduced.

    b) Under this OED Work Share program, the University will only reduce employees work hours, with the corresponding reduction in wages, by 20%. Employee eligibility for the Work Share Oregon Program is determined by OED. The main eligibility criteria for an employee to participate in the program is that the employer must have applied and been accepted into the program, and

the employee must have been employed by the employer full time for at least six months or part time for at least twelve months.

c) In order for an employer to participate in the Work Share Oregon Program they must have approval of the Union that represents the impacted employees, including the signature of an authorized agent of the Union on the application.

d) The University will promptly apply to participate in the Work Share Oregon program. The Association will cooperate with the University in completing the application.

e) As part of the application process, depending on the availability of work related to their positions and eligibility for the Work Share Oregon program, the University will notify bargaining unit members of their participation in the program (making them "Work Share Employees") and their initial work schedule. The University will provide the list of impacted Association members to the Association monthly.

f) Work Share Employees must timely complete required forms for the program as communicated by PSU's Human Resources Department.

g) Bargaining unit members who become eligible and available after the start of the program may enter the program later.

h) Work Share Employees shall continue their retirement eligibility based on their FTE prior to the reduction in hours.

i) The University shall continue health and retirement benefits under the same terms and conditions for Work Share Employees as if the workweek had not been reduced.

j) Work Share Employees will not be requested or required to make up work impacted by furlough during the 80% of their work time.

k) The University shall exclude bargaining unit members from participation in the Work Share program or any furlough where the Parties anticipate that the member will be ineligible for state and federal resources based on the following factors:

1. The member has not been employed by PSU for 6 months full time or 12 months part time;
2. The member takes time off due to any qualifying reason under the PSU sick leave policy that excludes them from eligibility, so long as it is reported to the University in advance of the University's weekly submission to the OED;

3. The Federal Pandemic Unemployment Compensation program (FPUC program) becomes unavailable prior to July 25, 2020.
4. If OED determines that the member who is ineligible for Unemployment Insurance or for the Work Share program, the University will allow the employee to apply available leave balances to make up the lost hours. Ineligible employees will be returned to their schedules prior to the furlough.

l) In conjunction with the MOA "Covid-19 Impact on AP Evaluations," Supervisors conducting evaluations for Work Share Employees cannot take the reduction in work and productivity during the furlough period as a negative factor.

m) Employees participating in the Work Share program will continue to have access to all leaves in place prior to the Work Share Program. Employees will accrue the same rate of leave (sick and vacation) based on their original FTE as if their work week had not been reduced.

Additional Provisions

1. **Unemployment Insurance:** It is the Parties' understanding that Work Share Employees are likely eligible for unemployment compensation. Work Share Employees who are eligible for State unemployment insurance will also likely be eligible for the federal government's expanded weekly unemployment insurance benefit of $600 pursuant to the Federal Pandemic Unemployment Compensation program (FPUC program) through July 25, 2020.

    a. The University agrees that they will comply with all aspects of the OED program, including notifying employees of their obligations under the programs. The University shall do all weekly reporting required to ensure continuity of unemployment benefits.

2. The parties agree that members participating in the Work Share Program will report leave taken, and leave that is planned to be taken weekly.

3. This agreement does not waive or limit the University's ability to implement procedures or actions under the AAUP/PSU Collective Bargaining Agreement and shall not set precedent for any future employment actions.

4. The University will allow Work Share Employees to attend presentations held jointly by the Union and University about the program during worktime.

5. The parties agree that participation in the Work Share program will not result in any member being removed from the AAUP bargaining Unit.

6. This agreement will be effective upon signature of the parties and ratification of the parties. The Association will make best efforts to ratify the agreement by May 31 so the Workshare program can commence on June 1, 2020.

MOA COVID impact #18- WORKSHARE FURLOUGH EXTEND TO 2021 05MAY28
February 16, 2021

Agreement:

The University and the Association (collectively the "Parties") agree to maintain the Workshare Program offered by the Oregon State Department of Employment.

All language agreed upon in the executed Work Share MOA (May 23, 2020 attached) will remain in full force and effect with the exception of the modified sections below.

Work Share Program details:

Effective February 16, 2021, the University will maintain impacted employees as, shown on Appendix A, in the current Work Share Program, which will conclude on May 28, 2021, unless terminated earlier.

Workshare participants can be transitioned from 40% Workshare to 20% Work share or off of the Work share program altogether**,** and participants on 20% Workshare can be transitioned off the Work share program prior to May 28, 2021.

Should the University seek to bring additional members on the Work share program, the University shall notify AAUP and provide justification for the additions. If AAUP wishes to seek further clarification, they may ask for a consultation with PSU.

1) **Work Share Program:**

b. Under this OED Work Share program, the University will only reduce employees work hours, with the corresponding reduction in wages as indicated on Appendix A (NOT INCLUDED IN CBA). Employee eligibility for the Work Share Oregon Program is determined by OED. The main eligibility criteria for an employee to participate in the program is that the employer must have applied and been accepted into the program, and the employee must have been employed by the employer full time for at least six months or part time for at least twelve months.

Additional Provisions

1. **Unemployment Insurance:** It is the Parties' understanding that Work Share Employees are likely eligible for unemployment compensation. Work Share Employees who are eligible for State unemployment insurance will also likely be eligible for the federal government's expanded weekly unemployment insurance benefit of $300.00 pursuant to the Federal Pandemic Unemployment Compensation program (FPUC program) through May 28, 2021. Should the FPUC program provide for an increased benefit, or expanded beyond its current expiration, it is understood that that benefit will be provided to Workshare participants.

This agreement will be effective upon signature of the parties and will remain in effect until May 28, 2021, unless terminated earlier.

MOA COVID impact #19- RETIREMENT TRANSITION PROGRAM
June 9, 2021 CORRECTED 2

Subject: COVID-19 Retirement Transition Program

Recitals:

Due to the disruptions COVID-19 has caused both on and off campus, faculty members nearing retirement may feel that now is an opportune time to begin the transition to retirement. The parties are interested in creating a retirement transition program for tenured faculty members that would afford these members greater flexibility to structure their work and their retirement transition in a way that best suits their individual needs, schedules, and course loads, as well as the individualized needs of the academic unit.

Further, the parties acknowledge that the University is experiencing significant budget challenges because of decreases in enrollments, now exacerbated by the COVID-19 pandemic. Retirements that occur from this program may allow units to utilize the salaries of those faculty and minimize future budget reductions.

Agreement:

1. To participate, faculty must sign a COVID-19 Retirement Transition Agreement, which provides a transition plan through the time the faculty member retires and relinquishes tenure rights.

2. To receive the benefits of the Retirement Transition Program, the member must sign the Retirement Transition Agreement no later than June 15, 2021.

3. The COVID-19 Retirement Transition Agreement is designed to support the specific transitional needs and interests of the individual faculty member who has decided to separate within the designated time period of July 1, 2021 – June 30, 2022.

4. Faculty members participating in this program may request to be relieved of up to 50% of their teaching assignments and service obligations in their final terms at PSU, and continue to receive their full salaries and benefits.

5. The applicable chair or associate dean and the faculty member will create a written agreement specifying the nature and amount of changes to teaching and service assignments and describing how they will address any impact these changes will have on other faculty and staff. This agreement must be reviewed and approved by the Vice Provost of Academic Personnel before it is finalized to ensure equity. A copy of the agreement will be forwarded to the Association upon execution.

6. Participating faculty are encouraged to use this time to transition research projects and/or graduate supervision responsibilities.

7. Post-retirement provisions are not part of the COVID-19 Retirement Transition Program. Post-retirement provisions may be discussed separately with the department chair or dean. The

participating faculty member should discuss all post-retirement options with HR and with their ORP Retirement or PERS representative, as applicable.

8. Faculty members may seek emeritus status through University procedures: https://www.pdx.edu/human-resources/emeritus-emerita-information while participating in the Retirement Transition Program.

9. Participants will have access to their full IPDA account and distributions through the effective date of their retirement.

10. If a faculty member is on sabbatical or has an upcoming sabbatical planned and chooses to participate in the Program, they will be relieved of their obligation to return to PSU after their sabbatical ends. All other duties and responsibilities under PSU's Sabbatical Leave Policy will remain the same.

11. Those members not included in this MOU and who may be considering retirement are encouraged to talk with their deans to discuss other options.

12. This program will be monitored by OAA to ensure compliance. Questions about program implementation and compliance may be brought to the OAA.

This agreement shall be effective upon signature and ratification of the PSU-AAUP membership and shall remain in effect until June 30, 2022.

MOA COVID impact #20- EFFECTS OF REOPENING
September 18, 2020

Subject: Effects of Reopening from COVID-19 Campus Closure

Preamble:

The following return to campus plan is guided by our ongoing and unwavering commitment to the health, safety and well-being of all faculty, instructors, academic professionals, staff, students and visitors, and reflects our understanding of and contributions to advancing overall public health efforts. As such, this plan considers and attempts to balance the needs of PSU's employees, the duties associated with their positions and the goals/responsibilities of the university.

1. If work can be performed remotely in a manner that the supervisor determines is sufficient to meet the needs of the university, it will continue to be done remotely until the university determines it is feasible based on federal, state, and local COVID-19 workplace guidelines for employees and students to return to campus. Supervisors should be mindful of PSU's stated need to do all we can to protect the health of students, faculty, staff and visitors. In an effort to support their employees, supervisors are encouraged to focus on members whose work cannot be done remotely in any consideration of who returns to campus.
2. Members may request to work on campus. Supervisors shall endeavor to fulfill that request if feasible, but a supervisor may need to balance the competing needs of the university with the health and safety of all. Thus, a supervisor may prioritize some members returning to campus over others.
3. Should the university decide that a unit will return to onsite/in-person work, employees and supervisors will work collaboratively in assessing workplace options. Supervisors will provide five days advance notice to the affected employees and will provide flexibility in making remote work and other alternative work arrangements available to employees.
4. If work duties cannot be performed remotely in a manner that the supervisor determines is sufficient to meet the needs of the university, employees with COVID-related health concerns for themselves or members of their household may ask their supervisors to explore options such as flex schedules, split schedules, allowing certain aspects of the job to be done remotely, or to identify low traffic times for campus work as appropriate.
5. In those cases when collaboration does not result in a satisfactory plan to the employee, the employee may engage HR. HR will provide guidance and resources in support of a collaborative solution.
6. If the employee is unsatisfied after consultation with HR, they may request a review of the decision by a department manager or department chair and, if necessary, to the labor management committee.

7. Members are encouraged to have ongoing conversations with their supervisors about concerns they may have with the on-campus work environment. Supervisors and members shall work collaboratively to address any concerns raised.
8. If a member returns to on-campus work, they have the right to raise concerns under Article 24, Section 4 related to COVID-19.
9. Employees can opt to use available leave and accommodation programs when flexible scheduling or remote work are not possible.
10. No retaliation, including discipline or a reduction in FTE, will be implemented based upon the fact that a bargaining unit member expressed a desire to remain in or transition to remote work.
11. Decisions under this process to permit an employee to work remotely or to work an alternate or modified work schedule or to perform particular duties are not precedent setting and the parties agree that any such agreements by supervisors to permit alternate work arrangements are not an acknowledgment or agreement by PSU that accommodations for remote or alternate work schedules are appropriate after a return to campus and outside of the university's approach to addressing the health concerns presented by the global pandemic created by the SARS COV-19 virus.
12. Upon signatures indicating a tentative agreement, PSU may begin to bring members back to campus pursuant to the agreements in this MOA. If PSU-AAUP membership does not ratify this agreement, any members work modality changed after September 18, will be given the opportunity to return to the work modality prior to September 18 until a new agreement is reached between PSU-AAUP and PSU Administration.

This agreement will be effective upon signature and ratification of the parties.

MOA COVID impact #21- EFFECTS OF REOPENING SUPPLEMENT
April 16, 2021

Subject: Supplement to COVID impact MOA Effects of Reopening from Campus Closure- revised provision for return to campus from remote work

Recitals

The parties recognize that employees have a need to resolve issues, such as care of children or parents, transportation, health concerns or other potential impacts prior to returning to campus. This MOA supplements the attached MOA dated September 18, 2020.

Agreement

1) To facilitate a smooth transition when employees return from remote to on campus work supervisors will be encouraged to be as flexible as possible in their return-to-work notice.

2) Supervisors will provide a three-week notice to employees; however, the return time may be less upon agreement of the parties.

3) If the Supervisor and the employee cannot agree about the need to return to campus, they should seek assistance from Human Resources.

4) This Agreement is Temporary and will expire December 2021. The parties agree to engage in discussions and negotiations to discuss the feasibility of maintaining the language for an additional period of time.

5) Supervisors will be notified of this MOA upon signature.

This agreement will become effective upon signature and ratification of the PSU membership and shall remain in effect until December 31, 2021. In the event a further extension is needed, the parties will meet to discuss and resolve.

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CBA Amendments Table of Contents

Memorandum of Understanding - 2021 06Jun14 - Clarification for Art. 22 Sec. 5 regarding Departmental Reduction in the Intensive English Language Program (IELP) stemming from Art. 22 Retrenchment 225

Memorandum of Understanding - 2021 06Jun17 - Administration of the Art. 23 Hearing Processes stemming from Art. 22 Retrenchment in the Intensive English Language Program (IELP) 227

Memorandum of Agreement - 2021 08Aug12 - "Attend Anywhere" and Asynchronous Instructional Modality 229

Memorandum of Agreement - 2021 09Sep02 - Effects of Administration's requirement that academic employees comply with PSU's Vaccination Policy by September 7, 2021 231

Memorandum of Agreement - 2022 01Jan11 - "Attend Anywhere" and Asynchronous Instructional Modality Extension of Trial Period 232

Memorandum of Agreement - 2022 01Jan18 - Article 30 Sec. 6 Pay-Range Structure for Academic Professionals 234

Letter of Agreement - 2022 03Mar09 - Transition into Article 18 Section 2(f) PCAR Process and PCAR Salary Increases for Non-Tenure Track Instruction Faculty on Continuous Appointment (NTTF-CA members) 235

Memorandum of Agreement - 2022 03Mar18 - Retirement Transition Program for Non-Tenure Track Instructional Faculty (NTTF-I) on Continuous Appointment 240

Memorandum of Agreement - 2022 03Mar18 - Time-Period Extension for Retirement Transition Program for Tenured Faculty 243

Memorandum of Agreement - 2022 03Mar18 - Phased Retirement Transition Program for Academic Professionals 246

Memorandum of Agreement - 2022 03Mar22 (Corrected MOA #3 Aug. 8,2022), Adoption of new NTTF-I ranks: Teaching Assistant Professor, Teaching Associate Professor, Teaching Professor (Corrected MOA) 250

Memorandum of Understanding - 2022 05May09 - The University's Ongoing Support of Caregivers 261

Memorandum of Agreement – 2022 07Jul26 – Article 15. University Privileges Staff Fee Privileges 263

Errata MOU Table of Contents

Errata Memorandum of Understanding #1 – 2021 09Sep02 – Bargaining Reopener – Correction to Language in Article 44 262

Errata Memorandum of Understanding #2 – 2021 10Oct06 - Articles 17 & 24 263

Errata Memorandum of Understanding #3 – 2021 10Oct07 – Correction of LOA #2 264

Errata Memorandum of Understanding #4 – 2021 10Oct08 – Correction of Article 30 Sections 5 and 6 Salary Tables 270

Errata MOU #5 - In progress

Errata Memorandum of Understanding #6 – 2022 05May26 - Article 19 Section 4 273

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Memorandum of Understanding between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
June 14, 2021

Subject: Clarification for Article 22 Section 5 regarding Departmental Reduction in the Intensive English Language Program (IELP) stemming from Article 22 Retrenchment

Recitals

On March 15, 2021, President Percy invoked Article 22 relating to IELP retrenchment and as provided for in section 4 of Article 22, a Provisional Plan for IELP Retrenchment was published on May 11, 2021

The President's Provisional Plan calls for staffing reductions in IELP, proposing to lay off nine-non-tenure track IELP faculty to bring IELP instructional staffing into proportion with IELP enrollments.

Following the completion of comment and consultation procedures concerning the Provisional Plan as outlined more specifically in section 4 of Article 22, the President will announce a final plan of retrenchment to notify the affected department of the amounts and nature of reductions to be applied.

Through this Memorandum of Understanding the parties wish to clarify their understanding of how to effectuate layoffs, should layoffs remain a part of the President's final plan of retrenchment, with respect to how to determine "length of continuous service" of impacted members and how to address cases of a tie where two or more bargaining unit members have the same length of service.

Agreement

1. Article 22, section 5(c) states that with respect to layoffs, they shall be made in inverse order to the "length of continuous service at the University" (with respect to each subsection identified for type of position in the bargaining unit). The parties agree that for purposes of staffing reductions that are included in the final plan for retrenchment in IELP, if any, this phrase means any benefited (greater than .5 FTE) position, and shall include time spent on any approved leaves, and any lapse of employment of 12 months or less.
2. Should members subject to layoff and recalled pursuant to Article 22 Section 5(c) 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 the highest numbered PSU ID number to lowest numbered PSU ID number, and shall be recalled in reverse order from the lowest numbered PSU ID number to highest numbered PSU ID number.

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3. "A department," as referred to Article 22 Section 5, shall include the successor departments or programs to IELP.

4. The agreements reflected in this Memorandum of Understanding are not intended to be precedential and are specific only to the Article 22 retrenchment process for IELP.

5. This Memorandum of Understanding will become effective upon signature by both parties.

For the University	**For the Association**
DocuSigned by: Shelly Chabon B333FC565FA54C5... Shelly Chabon, Vice Provost for Academic Personnel	DocuSigned by: Theresa McCormick 95A403D73648407... Theresa McCormick, Vice President Collective Bargaining
June 14, 2021 | 12:01 PM PDT Date	June 14, 2021 | 12:01 PM PDT Date

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Memorandum of Understanding between Portland State University (University) and the Portland State University Chapter of the American Association of University Professors (Association)
June 17, 2021

Subject: Administration of Article 23 Hearing Processes stemming from Article 22 Retrenchment in the Intensive English Language Program (IELP)

Recitals

The President's final plan for Article 22 Retrenchment in the Intensive English Language Program (IELP) calls for the layoff of nine members.

Through this Memorandum of Understanding, the parties wish establish understanding about how they will proceed with the retrenchment hearings in Article 23.

Agreement

1. The University and Association each agree to provide the other party with the name of their respective appointee to the committee holding hearings requested by members concerning layoffs taken as a result of Article 22 ("retrenchment hearings") by June 29, 2021.

2. The parties recognize that the collective bargaining agreement does not set a time by which retrenchment hearings should be set where a member exercises their right to a hearing. The University will schedule retrenchment hearings as soon as practicable, based upon information available to it, including the availability of the persons involved.

3. Employees who have requested a retrenchment hearing, and who are not on contract during the Summer Term will be paid a per diem rate at their last rate of pay to attend the retrenchment hearing should the hearing take place before September 16, 2021.

4. The agreements reflected in this Memorandum of Understanding are not intended to be precedential and are specific only to any layoff and/or salary reductions made as a consequence of the Article 22 retrenchment process for IELP referenced above.

5. The parties will determine the timeline for the Board of Trustee review of appeals pursuant to Article 23 Section 7 as soon as possible.

This agreement shall become effective upon signature of the parties and will expire on September 15, 2021, or after the completion of retrenchment hearings, whichever comes later.

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Shelly Chabon, Vice Provost for Academic Personnel	Theresa McCormick, Vice President Collective Bargaining
June 17, 2021 | 1:56 PM PDT	June 17, 2021 | 2:58 PM PDT
Date	Date

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Memorandum of Agreement
between Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
August 12, 2021

Subject: "Attend Anywhere" and Asynchronous Instructional Modality

Recitals

The University implemented a trial period for the "Attend Anywhere" instructional modality for selected classes beginning in Fall 2021 and extending through Spring 2022. The Attend Anywhere modality trial period provides an opportunity for the University, faculty and students to monitor the effectiveness of this instructional modality and inform future pedagogical needs.

The Attend Anywhere code will be used to identify courses in which a faculty member will be teaching an in-person, campus-based course that simultaneously provides students the option to attend in-person or access the meeting content via synchronous streaming or recorded lectures.

In addition, the University allowed the Psychology department to use 2 CRNs (Banner Course Reference Numbers) to promote courses they are teaching using the Remote Synchronous modality. They are using the second/linked CRN with a Remote Asynchronous code to advertise and signal to students that the course does not require synchronous attendance, but rather that the lecture materials can be accessed by the student at a time of their convenience.

The parties agreed that it would be useful to clarify the process for assigning courses using these codes, the differences between them as well as any potential impact of their use.

Agreement during this trial period:

1. Neither of these two course offering types (Attend Anywhere or the 2 CRN Remote Synchronous/ Asynchronous) constitute two different courses for purposes of calculating teaching load.

2. The use of these codes will be made with the approval of the department chair, and should only be used after the faculty member and chair have evaluated the course and determined that the teaching strategies used by the instructor are within the limits of the technology and other support available from the University and can be used satisfactorily to deliver the course effectively to those students who consume it remotely.

3. The college, department chair and faculty member will determine what the optimal balance of course offerings are, in terms of modalities (i.e. in-person, hybrid, Online, Attend Anywhere, Remote Synchronous) based on the enrollment needs/demands of the students they serve, the faculty member's preferences and capability/capacity, and the nature of the pedagogical requirements of the courses.

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4. The faculty members will have the opportunity to discuss and resolve their preferences regarding the Attend Anywhere modality with their Chairs. Faculty members will not be required to teach using the Attend Anywhere or the 2 CRN Remote Synchronous/Asynchronous modality.

5. Faculty will continue to determine the appropriate course design and methods for assessing student performance.

6. Student evaluations will be solicited in the usual manner. Faculty members may opt to provide a statement to include in their dossier during promotion, tenure, and PTR and/or PCAR review periods with regard to the new Attend Anywhere modality that will be considered during evaluation

7. If a faculty member decides to use/try one of these modalities in one term, it does not mean they will be required to utilize the delivery mode in the future.

8. The pilot timeline will be in effect for the AY 22. The parties agree to meet in January 22' and April 22' to review results of faculty and student surveys and other assessment data, to evaluate the effectiveness of these modalities and to consider reports of positive outcomes as well as any unintended consequences.

This MOA will be effective upon signature and ratification of the parties. It shall remain in effect for the duration of the trial period.

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For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel	Theresa McCormick, Vice President Collective Bargaining
Date	Date

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Memorandum of Agreement
between Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
September 2, 2021

Subject: Effects of Administration's requirement that academic employees comply with PSU's Vaccination Policy by September 7, 2021.

Recitals

Administration has determined that all PSU employees must comply with PSU's Vaccination Policy ("Policy") by Sept. 7, 2021. The parties intend to maintain their commitments as outlined in an MOU entitled "Return to Campus" dated September 18, 2020.

Agreement

1. Members who remain unvaccinated but are otherwise in compliance with the Policy may be returned to campus, in the judgment of the University.

2. Members who have complied with the Policy will not be disciplined or terminated, nor have their position eliminated, solely because they remain unvaccinated for COVID-19.

3. Faculty on a 9-month contract will have until September 16, 2021 to submit the COVID 19 Vaccination Attestation requirements.

4. PSU-AAUP retains the right to demand to bargain any future Vaccine Policy or guidelines.

This agreement will be effective upon signature and ratification of the PSU-AAUP membership and will remain in effect until September 16, 2022.

For the University	**For the Association**
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Shelly Chabon, Vice Provost for Academic Personnel	Mark Leymon, Vice President Collective Bargaining
September 2, 2021 | 9:47 AM PDT	September 2, 2021 | 9:59 AM PDT
Date	Date

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Memorandum of Agreement
between Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
date pending

Subject: "Attend Anywhere" and Asynchronous Instructional Modality Extension of Trial Period.

Recitals

The University implemented a trial period for the "Attend Anywhere" instructional modality for selected classes beginning in Fall 2021 and extending through Spring 2022. The parties have agreed to extend the trial period through Summer 2023. This extension will provide the parties adequate time to collect additional data and determine the effectiveness of the program. The extended Attend Anywhere modality trial period provides an opportunity for the University, faculty and students to continue to monitor the effectiveness of this instructional modality and inform future pedagogical needs.

During this period, the Attend Anywhere code will continue to be used to identify courses in which a faculty member will teach an in-person, campus-based course that simultaneously provides students the option to attend in-person or access the meeting content via synchronous streaming or recorded lectures.

The University allowed the Psychology department faculty to use 2 CRNs (Banner Course Reference Numbers) to promote courses taught using the Remote Synchronous modality. They used the second/linked CRN with a Remote Asynchronous code to advertise and signal to students that the course does not require synchronous attendance, but rather that the lecture materials were accessible by the students at a time of their convenience.

The parties agreed that it would be useful to continue to monitor the process for assigning courses using these codes, the differences between them as well as any potential impact of their use.

Agreement during this trial period:

1. Neither of these two course offering types (Attend Anywhere or the 2 CRN Remote Synchronous/ Asynchronous) constitute two different courses for purposes of calculating teaching load.

2. The use of these codes will be made with the approval of the department chair, and should only be used after the faculty member and chair have evaluated the course and determined that the teaching strategies used by the instructor are within the limits of the technology and other support available from the University and can be used satisfactorily to deliver the course effectively to those students who consume it remotely.

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3. The college, department chair and faculty member will determine what the optimal balance of course offerings are, in terms of modalities (i.e., in-person, hybrid, Online, Attend Anywhere, Remote Synchronous) based on the enrollment needs/demands of the students they serve, the faculty member's preferences and capability/capacity, and the nature of the pedagogical requirements of the courses.

4. The faculty member will have the opportunity to discuss and resolve their preferences regarding the Attend Anywhere modality with their Chairs. Faculty members will not be required to teach using the Attend Anywhere or the 2 CRN Remote Synchronous/Asynchronous modality.

5. Faculty will continue to determine the appropriate course design and methods for assessing student performance.

6. Student evaluations will be solicited in the usual manner. Faculty members may opt to provide a statement to include in their dossier during promotion, tenure, and PTR and/or PCAR review periods regarding the new Attend Anywhere modality that will be considered during evaluation

7. If a faculty member decides to use/try one of these modalities in one term, it does not mean they will be required to utilize the delivery mode in the future.

8. The pilot timeline will be in effect through summer term 2023. The parties agree to meet at least twice between January 2022 and Summer 2023 to review results of faculty and student surveys and other assessment data, to evaluate the effectiveness of these modalities and to consider reports of positive outcomes as well as any unintended consequences.

This MOA will be effective upon signature and ratification of the parties. It shall remain in effect for the duration of the extended trial period

For the University	**For the Association**
DocuSigned by: B333F C65F A54C8... Shelly Chabon, Vice Provost for Academic Personnel	DocuSigned by: David Kinsella D447B52FFB4F4B4... David Kinsella, Vice President Collective Bargaining
Date	Date

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Memorandum of Agreement
between Portland State University
(University)
and the Portland State University Chapter
of the American Association of University Professors
(Association) date pending

Subject: Article 30 Section 6 Pay-Range Structure for Academic Professionals

***Recitals*:**

PSU has created a new system of classification for Academic Professionals. This includes the creation of new Job Families, Career Tracks, and Career Levels. An MOA between PSU and PSU-AAUP dated August 08, 2020, established a process for the initial placement of Academic Professionals (APs) into new Job Family, Career Tracks and Career Levels. Article 30 Section 4(d) specifies that no less than 0.80% of the total ASR will be allocated to fund ASR salary increases for Academic Professionals to bring their salaries into alignment with the new salary minimums or ranges associated with the new classification system.

It has also been agreed that no AP will have their salary reduced because of placement into the new classification system.

Agreement

1) The parties agree to apply 0.8 % increase to current AP salaries on January 1, 2022.
2) The minimums and maximums shall replace those currently appearing in Article 30 Section 6(b).
3) If interim bargaining of Article 30 Section 6(b) does not commence before the beginning of interim bargaining for reopeners, the parties agree that negotiations specific to Article 30 Section 6, shall be completed outside of reopeners and separate from other economic items.

This agreement will be effective upon signature of both parties. The agreement is subject to ratification of the PSU-AAUP Membership. If the PSU-AAUP Membership does not ratify this agreement the parties must renegotiate it.

For the University	For the Association
DocuSigned by: Shelly Chabon B333FC565FA54C5... Shelly Chabon, Vice Provost for Academic Personnel	DocuSigned by: David Kinsella D447B52FFB4F4B4... David Kinsella, Vice President Collective Bargaining
Date	Date

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Letter of Agreement (LOA) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)

March 9, 2022

Subject: Letter of Agreement for transition into the AAUP 2021-2024 CBA, Article 18 Section 2 (f) Post Continuous Appointment Review (PCAR) process and PCAR Salary Increases for Non-Tenure Track Instructional Faculty members on continuous appointment (NTTF-CA members).

Recitals

The parties revised the timeline of the post continuous appointment review process from every 3 years to "in the 5th year of continuous appointment and then every 5 years following the last evaluation or promotion" per signed MOU dated May 28, 2020. The parties later negotiated new PCAR review processes with salary increases per Article 30, Section 6C of the 2021-24 Collective Bargaining Agreement. The parties now seek a transition for Non-Tenure Track Instructional Faculty members on continuous appointment (NTTF-CA members) into the new system that includes PCAR salary increases.

This will replace the LOA #5 dated April 14, 2021 and corrects the MOU that changed the cycle from 3 to 5 years dated May 28, 2020 and was inserted into the new Article 18 of the 2021-24 CBA.

Agreement

PCAR Cycle:
NTTF-CA members who promoted in rank since their successful Milestone Review or last PCAR shall become eligible for PCAR consistent with Article 18 Section 2 (f) based on the effective date of their successful Milestone Review or successful promotional review increase.

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. Successful promotional reviews do not restart the PCAR count unless they are effective on or after September 16, 2021. Prior to September 16, 2021 PCAR was required in the 3rd year of post-continuous appointment regardless of eligibility for a promotional review or if a successful promotional review occurred. PCAR increases can be found in Article 30, Section 6.C.

1. **GROUP 1 - PCAR IN THE 3rd YEAR:**
    a. NTTF-CA members who received a positive PCAR at the three-year mark **as specified in the 2015-19 CBA** AND prior to the change to in the 5th year effective on May 28, 2020, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without the need to undergo another evaluation. Their new PCAR effective date will be the September 16th following the completion of their original/actual PCAR (prior to commencement of newly negotiated salary increase).

EXAMPLES FOR GROUP 1: include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	**Year 3** Review Occurred under 2015-19 CBA	Year 1	Year 2	Year 3	Year 4	**Year 5** Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

2. **GROUP 2 - PCAR FOLLOWING THE 3rd YEAR:**
   a. NTTF-CA members who received a positive PCAR following the three-year mark **as specified in the University P&T Guidelines** AND prior to the change to in the 5th year effective on May 28, 2020, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without the need to undergo another evaluation. Their new PCAR effective date will be the September 16th following Year 3, to re-align this group with the 2015-2019 CBA and the new 2021-2024 CBA.

EXAMPLES FOR GROUP 2: include all CA effective dates from 9/16/2016 to 9/16/2017 whose review occurred AFTER year 3.

CA Start Date	Year 1	Year 2	**Year 3** PCAR Should have Occurred	**Year 4** PCAR Occurred FOLLOWING Year 3	Year 1 Same as Year 4	Year 2	Year 3	Year 4	**Year 5** Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2022-23	2023-24	2024-25

3. **GROUP 3 - SIMULTANEOUS PROMOTION and PCAR IN THE 3rd YEAR:**
   a. NTTF-CA members whose promotional reviews and PCARs occurred simultaneously in the 3rd year **as specified in the 2015-19 CBA**, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without the need to undergo another evaluation. Their new PCAR effective date will be the September 16th following the completion of their original PCAR promotional reviews.

EXAMPLES FOR GROUP 3: include all CA effective dates from 9/16/2016 to 9/16/2018.

CA Start Date	Year 1	Year 2	**Year 3** PCAR and Promotional Review Occurred under 2015-19 CBA	Year 1	Year 2	Year 3	Year 4	**Year 5** Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

4. **GROUP 4 - SIMULTANEOUS PROMOTION and PCAR FOLLOWING THE 3RD YEAR:**

a. NTTF-CA members whose promotional reviews and PCARs occurred simultaneously following the 3rd year **as specified in the University P&T Guidelines**, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without the need to undergo another evaluation. Their new PCAR effective date will be the September 16th following the completion of their promotional review to re-align this group with the 2015-2019 CBA and the new 2021-2024 CBA.

EXAMPLES FOR GROUP 4: include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	**Year 3** PCAR Should have Occurred	**Year 4** PCAR and Promotional Review Occurred FOLLOWING year 3	Year 1 Same as Year 4	Year 2	Year 3	Year 4	**Year 5** Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22	2022-23	2023-24	2024-25

5. **GROUP 5 - PROMOTION IN LIEU OF PCAR**:

a. Recognizing that some NTTF-CA members were permitted to opt-out of PCAR even though this option was not available under the original 3-year cycle language, NTTF-CA members who underwent a promotional review in the 3rd year or following the 3rd year of Continuous Appointment, in lieu of a PCAR review will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022 without the need to undergo another evaluation. Their new PCAR effective date will be the September 16th following the completion of their promotional review.

EXAMPLES FOR GROUP 5: include all CA effective dates from 9/16/2016 to 9/16/2017.

Promotion in the 3rd year of CA in Lieu of PCAR:

CA Start Date	Year 1	Year 2	**Year 3** Promotional Review Occurred in lieu of a PCAR	Year 1	Year 2	Year 3	Year 4	**Year 5** Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

Promotion following the 3rd year of CA in Lieu of PCAR:

CA Start Date	Year 1	Year 2	Year 3	**Year 4** Promotional Review Occurred in lieu of a PCAR FOLLOWING Year 3	Year 1	Year 2	Year 3	Year 4	**Year 5** Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26

6. **GROUP 6 - NO PCAR CONDUCTED IN THE 3rd YEAR:**
   a. NTTF-CA members who did not receive a PCAR review in the 3rd year as specified in the 2015-19 CBA, **will undergo an evaluation this year (2021-2022)** and, if the review is positive, will be eligible for the newly negotiated PCAR salary increase effective September 16, 2022. Their new PCAR date will be the September 16th following the year their original PCAR should have occurred.

EXAMPLES FOR GROUP 6: include all CA effective dates from 9/16/2016 to 9/16/2017.

CA Start Date	Year 1	Year 2	**Year 3** PCAR Should have Occurred	Year 1	Year 2	Year 3	Year 4	**Year 5** Review Occurs under 5-Year Count
9/16/2016	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2017	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

All other PCAR Increases and Effective Dates:

7. **GROUP 7 - EFFECTIVE DATES STARTING 9/16/2018:**
   a. Due to the change in PCAR count from 3 to 5 years effective May 28, 2020, those NTTF-CA members with a CA start date on or after 9/16/2018 will add 2-years to the 3-year benchmark, to reach the required 5 years for PCAR. All NTTF-CA member PCAR effective dates will be tracked using the original continuous appointment effective date as stated on the faculty member's signed NOA.

EXAMPLES FOR GROUP 7: include all CA effective dates on or after 9/16/2018 and those NTTF-CA who were scheduled for a PCAR on or after academic year 2020-21.

PCAR review schedule with a CA Start Date on or after 9/16/2020.

CA Start Date	Year 1	Year 2	Year 3	Year 4	**Year 5** PCAR Review Occurs
9/16/2018	2018-19	2019-20	2020-21	2021-22	2022-23
9/16/2019	2019-20	2020-21	2021-22	2022-23	2023-24
9/16/2020	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2021	2021-22	2022-23	2023-24	2024-25	2025-26
9/16/2022	2022-23	2023-24	2024-25	2025-26	2026-27

Effective 9/16/2020 NTT-CA instructional faculty members may not apply for promotion and post-continuous appointment in the same year. A faculty member may request to Defer or Opt-out of a PCAR for reasons permitted by AAUP/PSU Article 18 Errata MOU [date pending].

If a faculty member on Continuous Appointment undergoes a successful promotional review prior to year 5 of the post-continuous appointment, their next post-continuous appointment review will occur in the fifth year following the successful promotional review. Year 1 of the next 5-year post-continuous appointment review schedule will start on September 16 of the academic year following the successful review.

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Successful Rank Promotional Reviews with an effective date on or after 9/16/2020.

Promotional Review Effective Date	Year 1	Year 2	Year 3	Year 4	**Year 5** PCAR Review Occurs
9/16/2020	2020-21	2021-22	2022-23	2023-24	2024-25
9/16/2021	2021-22	2022-23	2023-24	2024-25	2025-26
9/16/2022	2022-23	2023-24	2024-25	2025-26	2026-27

This LOA shall become effective upon signature and shall remain in effect until the expiration of the parties CBA unless reaffirmed by the parties at successor bargaining.

For the University	**For the Association**
Shelly Chabon Shelly Chabon, Vice Provost for Academic Personnel	David Kinsella David Kinsella, Vice President Collective Bargaining
3/9/2022 Date	3/9/2022 Date

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Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 18, 2022

Subject: Retirement Transition Program for Non-Tenure Track Instructional Faculty (NTTF-I) on Continuous Appointment

Recitals:

The parties created a COVID-related retirement transition program for tenured faculty members for academic year 2021-22 to permit those tenured faculty members wanting to retire to ease into their retirement through a transition process. The creation of the program was prompted by budgetary challenges faced by the University that were exacerbated by the pandemic as well as a desire to assist faculty who wanted to begin their transition to retirement.

While the original retirement transition program was designed for tenured faculty members, the MOA for tenured faculty stated that faculty members not included and who may be considering retirement could discuss options for retirement transition with their deans. Several NTTF-I members discussed these options and transition agreements were developed for these faculty members.

The parties now wish to create a retirement transition program specifically for NTTF-I members with continuous appointments (referenced below as “Retirement Transition Program” or “Program”).

This Retirement Transition Program for NTTF-I on Continuous Appointment is intended to support the work and retirement transition of the University's NTTF-I in consideration of their individual needs, schedules, and course loads, as well as the individualized needs of the academic unit. This Program provides for a redistribution of teaching assignments and service obligations during the retirement transition period; this is not a reduced FTE, but a rebalancing of work expectations during the transition period.

Agreement:

1. This Retirement Transition Program is available to NTTF-I who hold continuous appointments. To participate in the Program, an NTTF-I must sign a Retirement Transition Agreement[1], which provides a one-year transition plan through the time the faculty member retires and relinquishes their continuous appointment.

2. The NTTF-I Retirement Transition Program supports the specific transitional needs and interests of the individual faculty member who has decided to separate their employment with PSU and relinquish their continuous appointment within the designated time-periods of July 1, 2022 – June 30, 2023 or July 1, 2023 – June 30, 2024.

[1] Document can be found on OAA Website

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3. To receive the benefits of this Retirement Transition Program, the NTTF-I must sign the Retirement Transition Agreement no later than June 15 of the academic year prior to retiring.

    a. NTTF-I retiring during academic year 2022-23 – the Retirement Transition Agreement is due no later than June 15, 2022.
    b. NTTF-I retiring during academic year 2023-24 – the Retirement Transition Agreement is due no later than June 15, 2023.

4. NTTF-I may request participation in this Retirement Transition Program through their Chair (or Chair equivalent) and Dean. The applicable Chair (or Chair equivalent) and Dean, along with the faculty member, will create a written Retirement Transition Agreement specifying the nature and amount of changes to teaching and service assignments and describing how they will address any impact these changes will have on other faculty and staff. Redistribution of work duties will be at the discretion of the Chair (or Chair equivalent) and Dean after discussion with the faculty member. The University (or department chair for consistency) will fairly consider all requests for participation in the retirement transition program. The Chair will take into account the needs of the department and college as well as the number of such requests in their decision. Although PSU reserves its right to determine the specific work duties of the NTTF-I during the retirement transition period, the Chair (or Chair equivalent) will provide retiring NTTF-I an opportunity to give feedback and engage in a dialog about the rebalanced work duties. The Retirement Transition Agreement must also be reviewed and approved by the Vice Provost of Academic Personnel before it is finalized. A copy of the agreement will be forwarded to the Association no later than the last Friday in June of each year of the program.

5. Changes in duties may include a redistribution of up to 50% of instructional work assignments to other duties, which could include expanded departmental/school service opportunities, community engagement, student mentoring, research, or other activities deemed appropriate by the supervisor. While up to a 50% redistribution of instructional duties to other work is allowable, it may not always be feasible.

6. As part of redistributing work duties, and recognizing that 90% of an NTTF's work is in teaching, the Parties agree that new duties outside of a NTTF-I's regular work assignment may be assigned by the supervisor as part of the Retirement Transition Agreement.

7. Redistribution of teaching and service obligations is not a reduction of FTE, but a rebalancing of work expectations.

8. NTTF-I will be able to maintain their current office; however, it may be necessary for NTTF-I in this Program to share office space with other faculty in their unit with the same rank during the retirement transition period.

9. Post-retirement provisions are not part of this Retirement Transition Program. Post-retirement provisions may be discussed separately with the department chair or dean. The participating NTTF-I should discuss all post-retirement options with HR and with their ORP Retirement or PERS representative, as applicable.

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10. NTTF-I may seek emeritus status through University procedures and in accord with the OAA Academic Deadlines Calendar: https://www.pdx.edu/human-resources/emeritus-emerita-information while participating in this Program.

11. NTTF-I participating in this Program will have access to their full IPDA account and distributions through the effective date of their retirement.

12. If an NTTF-I is currently on sabbatical during any of the years listed above in 3a or 3b, or has an upcoming sabbatical planned during any of the years listed above in 3a or 3b, and chooses to participate in this Program, they will be relieved of their obligation to return to PSU after their sabbatical ends. All other duties and responsibilities under PSU's Sabbatical Leave Policy will remain the same.

13. This Program will be monitored by OAA to ensure compliance. Questions about program implementation and compliance may be brought to the OAA.

This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and shall remain in effect until June 15, 2024.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Kinsella, Vice President for Collective Bargaining
3/18/2022 Date	3/18/2022 Date

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Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 18, 2022

Subject: Time-Period Extension for Retirement Transition Program for Tenured Faculty

Recitals:

The parties created a COVID-related retirement transition program for academic year 2021-22 to permit those tenured faculty wanting to retire to ease into the process. The creation of the program was prompted by budgetary challenges faced by the University that were exacerbated by the pandemic as well by a desire to assist faculty who wanted to begin their transition to retirement.

This original program afforded tenured faculty greater flexibility to structure their work and their retirement transition in a way that best suited their individual needs, schedules, and course loads, as well as the individualized needs of the academic unit. The retirement transition program provided for a transition of teaching and University service work during the retirement transition period; this was not a reduced FTE, but a rebalancing of work expectations during the transition period.

Although the immediate crises of the pandemic may have abated, the Parties would like to extend this program to allow additional faculty to take advantage of the program, which will now simply be referred to as the Retirement Transition Program for Tenured Faculty (referenced below as “Retirement Transition Program” or “Program”).

The extended Program will be implemented on the terms and conditions below which, although substantially similar to, are intended to supersede the June 9, 2021 Memorandum of Agreement regarding COVID-19 Retirement Transition Program.

Agreement:

1. To participate in the Program, a faculty member must sign a Retirement Transition Agreement[1], which provides a one-year transition plan through the time the faculty member retires and relinquishes tenure rights.

2. This extension of the [former] COVID-19 Retirement Transition Program will continue to support the specific transitional needs and interests of the individual faculty member who has decided to separate their employment with PSU and relinquish their tenure within the designated time-periods of July 1, 2022 – June 30, 2023 or July 1, 2023 – June 30, 2024.

[1] Document can be found on the OAA Website

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3. To receive the benefits of this Retirement Transition Program, the faculty member must sign the Retirement Transition Agreement no later than June 15th of the academic year prior to retiring. Specifically:

    a. Faculty retiring during academic year 2022-23 – the Retirement Transition Agreement is due no later than June 15, 2022.
    b. Faculty retiring during academic year 2023-24 – the Retirement Transition Agreement is due no later than June 15, 2023.

4. Faculty members participating in this Program may request redistribution of up to 50% of their teaching and service obligations in their final three terms at PSU, and continue to receive their full salaries and benefits.

5. Redistribution of teaching and service obligations is not a reduction of FTE, but a rebalancing of work expectations.

6. The applicable Chair (or Chair equivalent) and Dean, along with the faculty member, will create a written Retirement Transition Agreement specifying the nature and amount of changes to teaching and service assignments and describing how they will address any impact these changes will have on other faculty and staff. This agreement must be reviewed and approved by the Vice Provost of Academic Personnel before it is finalized. A copy of the agreement will be forwarded to the Association no later than the last Friday in June of each year of the Program.

7. Participating faculty are encouraged to use this time to transition research projects and/or graduate supervision responsibilities.

8. Post-retirement provisions are not part of this Retirement Transition Program.

9. Post-retirement provisions may be discussed separately with the department chair or dean. The participating faculty member should discuss all post-retirement options with HR and with their ORP Retirement or PERS representative, as applicable.

10. Faculty members may seek emeritus status through University procedures and in accordance with the OAA Academic Deadlines Calendar: https://www.pdx.edu/human-resources/emeritus-emerita-information while participating in this Program.

11. Tenured faculty participating in this Program will have access to their full IPDA account and distributions through the effective date of their retirement.

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12. If a faculty member is on sabbatical during any of the years listed above in 3a or b, or has an upcoming sabbatical planned during any of the years listed above in 3a or b, and chooses to participate in this Program, they will be relieved of their obligation to return to PSU after their sabbatical ends. All other duties and responsibilities under PSU's Sabbatical Leave Policy will remain the same.

13. This Program will be monitored by OAA to ensure compliance. Questions about Program implementation and compliance may be brought to the OAA.

This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and shall remain in effect until June 15, 2024.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David Kinsella, Vice President for Collective Bargaining
3/18/2022 Date	3/18/2022 Date

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Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 18, 2022

Subject: Phased Retirement Transition Program for Academic Professionals

Recitals

This agreement applies to all Academic Professionals employed at Portland State University (PSU) and participating in the Public Employee Retirement System (PERS) Tiers One and Two, in the Oregon Public Service Retirement Plan (OPSRP), or and in the Optional Retirement Plan (ORP).

The parties recognize that Oregon Senate Bill 1049 changed the statutory limitations on work after retirement effective January 1, 2020, but that these changes did not alter PSU's institutional practices on post-retirement employment. Under PSU's post-retirement appointments, there are various hour limits to post-retirement appointments based on an employee's specific plan (PERS/OPSRP/ORP) and tier level (One, Two, Three, Four). While this remains PSU's practice, the University wishes to provide a brief exception to offer Academic Professionals a phased retirement process at the same time it is offering retirement transition programs to its tenured faculty and non-tenured faculty on continuous appointments.

The parties share an interest in offering a phased retirement program (referenced below as Phased Retirement Program or Program) to eligible PSU's Academic Professionals to ease their transition into retirement. This Phased Retirement Program for Academic Professionals is intended to support the retirement transition of the participating Academic Professional and needs of the unit they are working in by providing for a period of post-retirement work for the retired Academic Professional at .5 FTE for up to 12 months after the Academic Professional's retirement from PSU.

Agreement:

1. Academic Professionals who want to participate in the Program are responsible for verifying the terms and conditions of their Oregon retirement program prior to entering into an agreement under this Phased Retirement Program.

2. Neither this agreement nor any Phased Retirement Agreement (referenced below) developed under this Program will alter the terms and conditions of any Oregon retirement plan or program (the PERS, OPSRP or ORP programs). In the event of any conflict, the provisions of the Oregon retirement plan (the PERS, OPSRP or ORP programs) documents will apply instead of any conflicting term of this MOA or of any Phased Retirement Agreement entered into through this MOA.

3. In case of conflict between this document or any Phased Retirement Agreement developed under this Program and Oregon law or regulations concerning or regulating PERS/OPSRP/ORP and federal law and regulations, the state and federal law and regulations will apply instead of any conflicting term of this MOA or of any Phased Retirement Agreement entered into through this MOA.

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4. Qualifying Academic Professionals who are PERS, OPSRP, or ORP participants may enter into a Phased Retirement Agreement which will take effect on or after the Normal Retirement Age of their specific Oregon retirement plan (the PERS, OPSRP or ORP Programs). For ease of reference, Normal Retirement Age (NRA) differs for these various Oregon retirement plans, described as follows for ease of reference:

    a. Tier One PERS participants have an NRA of 58 years of age or older or 30 years of service.
    b. Tier Two PERS participants have an NRA of 60 years of age or older or 30 years of service.
    c. OPSRP participants have an NRA of 65 years of age or older or 58 years of age or older and 30 years of service.
    d. ORP participants have an NRA of 55 years of age.

5. Participation in the Program is voluntary, not a right, and is at the discretion of the supervisor. To participate in this Phased Retirement Program, the Academic Professional must notify the supervisor of their interest prior to their expected retirement date. It is recommended that the employee initiate this process *at least* three months prior to their expected date of retirement so that the employee and supervisor have time to discuss the terms of a Phased Retirement Agreement and have that agreement memorialized prior to the expected retirement date. The participating Academic Professional should discuss their retirement plans and all post-retirement options with HR and with their ORP Retirement or PERS representative, as applicable.

6. PSU reserves the right to determine whether the unit employing the retiring Academic Professional can accommodate and benefit from their post-retirement employment of .5 FTE and determine the specific work duties and employment period post-retirement. The supervisor will make these determinations after discussion with and input from the retiring employee. The supervisor must respond within 30 calendar days to the Academic Professional's request to participate in the program indicating if PSU intends to grant the member's request. If feasible, the supervisor will then create a proposed Phased Retirement Agreement for the retiring employee's consideration. The retiring employee will be granted an opportunity to give feedback and engage in the dialog in the creation of the Phased Retirement Agreement.

7. Any Phased Retirement Agreement shall contain the following terms:

    a. The Phased Retirement Agreement will stipulate the duration of post-retirement employment with specific dates of employment, hours of work, worksite, and the scope of work and duties of their .5 FTE post-retirement employment at PSU. The term (or duration) of post retirement employment may be up to, but not exceed, 12 months. The hours of work may not exceed 1040 hours in a calendar year.

    b. The Phased Retirement Agreement will identify the date of retirement of the Academic Professional and the dates of the post-retirement employment period. Regardless of the date of retirement and the first date of the post-retirement employment period, the post-retirement employment period for the employee may not continue after 12 months from their date of retirement and in all instances must end no later than December 31, 2024 (for example for an employee with a retirement

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date of August 31 2024, the Phased Retirement Agreement can provide for only 4 months of post-retirement employment).

c. The Phased Retirement Agreement will state that the post-retirement employment will be on a .5 FTE basis and that at the end of the post-retirement employment period, the employee will relinquish their position and their employment will end.
d. The Phased Retirement Agreement will identify the salary of the Academic Professional during the post-retirement employment period. The Academic Professional's salary during the post-retirerment employment period will be based on the employees' base salary for full-time employment paid in the month immediately preceding their retirement.
e. The Phased Retirement Agreement will state that the Academic Professional will receive benefits during their post-retirement employment period in accordance with the benefit plan they are enrolled in.
f. The retirement date and the post-retirement employment period may not begin until the Academic Professional has reached NRA, although the Phased Retirement Agreement may be entered into before that date.

8. The Phased Retirement Agreement must be approved by the Academic Professional's Supervisor and the Vice-President of Human Resources. The Phased Retirement Agreement must also be reviewed and approved by the Vice Provost of Academic Personnel before it is finalized. A copy of the agreement will be forwarded to the Association no later than the last Friday in June of each year of the program.

9. After the post-retirement employment period identified in the Academic Professional's Phased Retirement Agreement, the retired employee may work under additional agreements as permissible for their specific plan and tier; however, continued employment with PSU after the post-retirement employment period stated in any Phased Retirement Agreement is not a provided for by this MOA and may not be agreed to under any Phased Retirement Agreement.

10. Academic Professionals who participate in this Phased Retirement Program will be entitled to a COLA as defined by Article 30, Section 3 of the PSU-AAUP collective bargaining agreement during the post-retirement employment period identified in any Phased Retirement Agreement. The COLA shall be commensurate with their FTE in the post-retirement period of service.

11. Academic Professionals who participate in the Phased Retirement Program will receive access to health insurance outlined in Article 31 of the 2021-2024 CBA during the post-retirement employment period that is identified in the Phased Retirement Agreement.

12. Academic Professionals who participate in the Phased Retirement Program will have access to their prorated IPDA account commensurate with their FTE and distributions through the effective date of their retirement as defined in Article 19, Section 3 of the 2021-2024 CBA.

13. Academic Professionals who participate in the Phased Retirement Program will have access to benefits outlined in Article 15 and Article 25 of the 2021-2024 CBA upon their .5 FTE post-retirement employment at PSU.

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14. Academic Professionals who participate in the Phased Retirement Program will continue to accrue prorated sick and vacation time commensurate with their FTE upon their .5 FTE post-retirement employment at PSU.

15. Academic Professionals who participate in the Phased Retirement Program are not eligible for Academic Professional Advancement during the post-retirement employment period that is identified in the Phased Retirement Agreement.

16. Nothing in this MOA or in any Phased Retirement Agreement shall be understood to limit PSU's right to engage in performance management and/or discipline of a participating employee, whether pre-retirement or during the post-retirement employment period.

17. This Program will be monitored by OAA to ensure compliance. Questions about program implementation and compliance may be brought to the OAA.

This agreement shall be effective upon signature and ratification of the PSU-AAUP membership, and shall remain in effect until June 15, 2024.

For the University	**For the Association**
Shelly Chabon, Vice Provost for Academic Personnel	David Kinsella, Vice President Collective Bargaining
3/18/2022 Date	3/18/2022 Date

Memorandum of Agreement (Corrected) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
March 22, 2022
Corrected MOA #3 (August 8, 2022)

Subject: Adoption of new NTTF-I ranks: Teaching Assistant Professor, Teaching Associate Professor, Teaching Professor

Recitals

On February 25, 2021, the PSU Faculty Senate adopted the NTTF-I Teaching Professor ranks (Teaching Assistant Professor, Teaching Associate Professor, and Teaching Professor) as new ranks that could be utilized, as appropriate, at Portland State University once an implementation plan is in place. On May 3, 2021, the Faculty Senate adopted modifications to the University Promotion and Tenure guidelines that define the Teaching Professor ranks. The University has adopted the Academic Rank Policy to replace PSU Standard 580-020-0005.

Agreement

1. **Definitions**:
   The minimum qualifications for the ranks as defined by the Faculty Senate.

   a. TEACHING PROFESSOR: A NTTF (instructional) appointment for individuals who typically hold PhDs or terminal degrees and are primarily engaged in teaching at a level normally appropriate for a professorial rank. Ranks in this category in ascending order are teaching assistant professor, teaching associate professor, and teaching professor.

   b. INSTRUCTOR: A NTTF (instructional) appointment for individuals with unclassified instructional appointments whose functions are devoted exclusively or primarily to undergraduate instruction. Such appointments include advising and mentoring expectations congruent with creative and engaged undergraduate instruction, including the possibility of involvement in design and development of courses and the curriculum. Ranks in this category in ascending order are instructor, senior instructor I, senior instructor II.

2. **Primary Distinctions between the Teaching Professor and the Instructor Ranks**:

   a. All personnel decisions will reflect the need to create and maintain clear distinctions between these new Teaching Professor ranks and the current Instructional ranks that will continue to be in place.

   b. The primary distinguishing features between the Teaching Professor ranks and the Instructor ranks will be: (1) the level of autonomy in curricular decisions, curricular

development, and course design; (2) the academic experience and degrees held; and (3) the skill to apply expertise across courses and curricular levels as manifested in the breadth and depth of assignments and that requires intellectual flexibility, coordination and cooperation.

i. The level of autonomy in curricular decisions, curricular development, and course design as evidenced in the preponderance of the assigned course load:

1. For the **Teaching Professor ranks**, expectations include the development, coordination, and evaluation of all aspects of assigned courses in relationship to the broader curriculum.

2. For the **Instructor ranks**, there is less autonomy over the development, coordination, and evaluation of all aspects of assigned courses in relationship to the broader curriculum (e.g., an Instructor may teach one of multiple sections that utilize the same syllabus and reflect similar design).

ii. The academic experience and degrees held:

1. The number of years of academic experience and type of professional experience required for the Teaching Professor and Instructor ranks will vary by discipline and be determined by individual academic units.

2. For the **Teaching Professor ranks**, faculty will ordinarily hold the highest degree in their fields of specialization. Exceptions to this requirement may be made when there is evidence of outstanding achievement and professional recognition in the candidate's field of expertise. In most fields, the doctorate will be expected.

a. A terminal degree in the field of specialization is not sufficient to qualify for a **Teaching Professor** rank.

3. For **Instructor ranks**, individuals with a terminal degree may apply for and receive an instructional position, although this is not an expectation.

iii. Skill in application of expertise and integration of knowledge:

1. For **Teaching Professor ranks**, faculty have skill and expertise necessary to teach across upper and lower division and undergraduate/graduate levels, where applicable, reflecting the breadth and depth of assignments and requiring intellectual flexibility, curricular coordination and cooperation. Faculty must demonstrate evidence of the application of scholarly inquiry, pedagogical methods,

and curricular integration consistent with the criteria established by their academic units and approved by the Department Chair (or equivalent).

2. **For Instructor ranks**, faculty are responsible for a narrower scope of courses and/or are more likely to teach lower-division undergraduate courses. Upper-division undergraduate major courses may be taught by instructors if the duties and responsibilities for the assigned courses do not require the autonomy, coordination and control associated with the Teaching Professor ranks and if these courses do not represent the preponderance of their teaching assignments. Teaching lower-division undergraduate courses shall not be the sole determining factor in whether a faculty is assigned to the Instructor or Teaching Professor ranks. Faculty in the Instructor ranks should be assigned graduate-level courses only on rare occasions.

3. <u>Role of Department Chair/Equivalent in the Assignment of Work</u>:

a. It is the responsibly of the Department Chair (or equivalent) to assign work that is appropriate to a member's rank. Departmental needs may, on occasion, warrant an Instructor being assigned courses and related duties more commonly associated with the Teaching Professor ranks. Regular assignments, however, must be in accord with those outlined in Section 2 above, *Primary Distinctions between the Teaching Professor and the Instructor ranks*.

b. If an Instructor requests a course with duties and responsibilities more appropriate for the Teaching Professor ranks, the Department Chair (or equivalent) may grant the request on a limited basis, but this should not be an ongoing or common practice.

4. <u>Re-titling into the Teaching Professor Ranks</u>:

a. Process for Notifying Faculty eligible for re-titling to the Teaching Professor ranks:

i. Department Chairs (or equivalents) in consultation with the Dean's office will develop a list of faculty members who hold NTTF Professorial ranks or are Senior Instructor II (SRI-II).

a. Those who hold NTTF Professorial ranks will be notified by their department chairs (or equivalents) that they are eligible to automatically retitle into equivalent Teaching Professor ranks (Ex: NTTF Associate Professor may retitle to Teaching Associate Professor).

i. Those holding NTTF Professorial ranks will have 5 business days from receipt of notice of eligibility to

accept or decline in writing to re-title. See section 4 (b) below for retitling process.

b. Those who hold the rank of SRI-II will be notified that they can be considered for re-titling to Teaching Assistant Professor using the criteria provided in section 4 (c) below.

i. SRI-IIs will have 5 business days from receipt of notice of eligibility to provide a written request to retitle to their department chair (or equivalent).

ii. Department chairs (or equivalents) may require that an SRI-II provide documentation, including an updated CV, in order to determine eligibility for re-titling into the Teaching Professor ranks.

iii. Within 5 business days of receipt of written notice of eligibility for retitling, the faculty member must either elect to re-title or defer. If a faculty member elects to defer, they will no longer be eligible to re-title, but will retain future access to the Teaching Professor ranks as stated below in section 5, *Promotion into Teaching Professor Ranks*.

iv. The Department Chair (or equivalent) will communicate to the Dean's office all re-titling information. The Dean's office will provide re-titling information to OAA and HR. In consultation with OAA, HR will update the eligible faculty member's record to reflect each eligible faculty member's re-titling into the appropriate Teaching Professor rank.

b. Process for re-titling NTTF Professor and Instructor ranks to Teaching Professor ranks during the transition period:

i. The transition period for re-titling into the Teaching Professor ranks shall be completed no later than September 15, 2022.

ii. Re-titling is aligned with current job duties and responsibilities.

iii. Re-titling from an Instructor rank to a Teaching Professor rank is not considered a promotion. After the academic year 2022-2023, all departments will be expected to utilize their own P&T Guidelines for promotional decisions regarding the new Teaching Professor ranks.

iv. The re-titling of members will occur in two distinct ways using the current rank of the member as described in section 4(c) below: (1) automatic conversion based on meeting all criteria, and (2) eligible for conversion upon administrative review of additional supporting evidence provided.

v. No faculty member will be compelled to re-title.

c. Criteria for re-titling NTTF Professor and Instructor ranks to Teaching Professor ranks during the transition period:

i. **NTTF Assistant Professors, NTTF Associate Professors, and NTTF Professors** shall, at their request, be retitled into the Teaching Professor ranks at parallel levels.

1. Those NTTF Assistant Professors, NTTF Associate Professors, and NTTF Professors who request to be re-titled will be automatically re-titled into the following respective Teaching Professor ranks: NTTF Assistant Professor retitled to Teaching Assistant Professor, NTTF Associate Professor retitled to Teaching Associate Professor, and NTTF Professor re-titled to Teaching Professor.

ii. **Senior Instructor II (SRI-II)** may be eligible to re-title to Teaching Assistant Professor if ALL of the criteria outlined in section 2 above, *Primary Distinctions between the Teaching Professor and the Instructor ranks*, are met.

1. The Faculty Senate language specific to the doctorate degree requirement allows that an exception to the requirement may be considered when there is clear evidence of outstanding achievement and professional recognition in the candidate's current field of expertise.

2. In addition, the SRI-II must have undergone at least one successful peer review. This review must have led to (a) a promotion in rank, (b) award of Continuous Appointment, or (c) hiring by a faculty search committee.

iii. **Senior Instructor I (SRI-I) or Instructor** are not eligible for re-titling into the Teaching Professor ranks. See section 5 below for eligibility to promote into the Teaching Professor ranks.

d. Process for the reconsideration of an administrative decision on re-titling:

i. Those individuals in NTTF Professor ranks who did not elect to automatically retitle during the transition period are not eligible for a reconsideration to retitle, as the decision not to re-title was their own. See sections 6, (c) i-ii below.

ii. If an SRI-II questions the administrative decision for re-titling, they may submit a written request for a reconsideration within 5 business days from receipt of the written notice of the administrative decision not to retitle, and may provide additional supporting evidence along with the request for reconsideration.

1. The reconsideration will be requested based on the criteria stated in section 2 above.

iii. Composition of Reconsideration Committee

1. Each School or College will create an administrative review committee composed of department chairs (or equivalents) holding rank to review and evaluate the original re-titling decision using the criteria in section 2 above.

2. The size and composition of this group will be at the discretion of the Dean.

3. In those Schools/Colleges that do not have ranked administrators, the Dean will appoint a minimum of five department chairs from across the campus to serve on the administrative review committee.

iv. The committee will endeavor to reach consensus before communicating their decision to the Dean and the Dean will make the final determination. Re-titling decisions are not grievable and are not subject to Article 28.

5. <u>Promotion into Teaching Professor Ranks:</u>

a. Process for notifying faculty eligible for promotion into the Teaching Professor ranks:

i. Department Chairs (or equivalents), in consultation with their Dean's office, will develop a list of all faculty eligible to promote into the Teaching Professor ranks using the criteria as provided by the Faculty Senate and in accordance with the faculty member's current rank as stated in sections 5(c) i-iv, below.

ii. Department Chairs (or equivalents) will notify all faculty eligible to promote into the Teaching Professor ranks, referencing the faculty member's eligibility for promotion based on their current rank as stated in sections 5(c) i-iv, below.

iii. Faculty members notified of eligibility will respond to the notice in accordance with the deadlines stated in their unit guidelines.

1. If the faculty member elects to participate, the promotional review will commence in 2022-2023 and proceed through the promotional review deadlines as stated in unit guidelines and on the Academic Deadlines Calendar posted on the OAA website.

2. If a faculty member elects to defer, the faculty member will remain eligible for future promotion into the Teaching Professor ranks. Starting in Spring 2023 the criteria and notice for eligibility will follow

the unit's guidelines and will be in accordance with the University P&T Guidelines and the Academic Deadlines Calendar posted on the OAA website.

b. Process for Promotion into the Teaching Professor ranks:

i. Members shall be allowed to apply for promotion to the new Teaching Professor ranks in Fall 2022. The parties recognize that for academic year 2022-2023 units may not have had the opportunity to fully develop criteria for promotion into the new Teaching Professor ranks, thus departments may use the rank descriptions developed by the Faculty Senate on May 3, 2021 for these promotional recommendations. After the academic year 2022-2023, all departments will be expected to utilize their own P&T Guidelines for promotional decisions.

ii. For those who retitled into the parallel Teaching Professor ranks, time spent in rank as NTTF Assistant or NTTF Associate Professor will count toward the minimum number of years in rank required prior to being eligible for application to the next Teaching Professor rank, as stated in the Faculty Senate Resolution dated May 3, 2021.

1. **Teaching Professor** A non-tenure track faculty position. Typically, being hired into or promoted to this position requires a minimum of four years in rank as an NTTF Associate Professor.

2. **Teaching Associate Professor** A non-tenure track faculty position. Typically, being hired into or promoted to this position requires six years in rank as an NTTF Assistant Professor.

iii. For Senior Instructor IIs who retitled to Teaching Assistant Professor, time spent in rank as SRI-II will count toward their eligibility to promote to Teaching Associate Professor.

c. Criteria for promotion to Teaching Professor ranks during the transition period:

i. **A NTTF Associate Professor** hired prior to September 16, 2021, who did not elect to re-title to Teaching Associate Professor during the transition period pursuant to section 4(c), i, above, is eligible to promote to Teaching Professor.

1. Faculty are eligible to be considered for promotion in their fourth year in rank. Time spent in the parallel rank of NTTF Associate Professor will count toward the time-in-rank requirement for eligibility.

2. If unsuccessful in promoting to Teaching Professor (this is not

considered skipping a rank but a parallel promotion within the Teaching Professor ranks), the NTTF Associate Professor will be eligible for promotion after completing three additional years in rank (eligible to apply for promotion in the 4th year).

3. The NTTF Associate Professor who is unsuccessful in promoting to Teaching Professor two times will no longer be eligible for promotion into the Teaching Professor ranks.

ii. **A NTTF Assistant Professor** hired prior to September 16, 2021 who did not elect to re-title to Teaching Assistant Professor during the transition period pursuant to section 4(c), i, above, is eligible to promote to the Teaching Professor ranks.

1. Faculty are eligible to be considered for promotion in their sixth year in rank. Time spent in the parallel rank of NTTF Assistant Professor will count toward the time-in-rank requirement for eligibility.

2. If unsuccessful in promoting to Teaching Associate Professor (this is not considered skipping a rank but a parallel promotion within the Teaching Professor Ranks), the NTTF Assistant Professor will be eligible for promotion after completing three additional years in rank (eligible to apply for promotion in the 4th year).

3. The NTTF Assistant Professor who is unsuccessful in promoting to Teaching Associate Professor two times will no longer be eligible for promotion to the Teaching Professor ranks.

iii. **A Senior Instructor II (SRI-II)** hired prior to September 16, 2021 who is not eligible to re-title as Teaching Assistant Professor pursuant to 4(c), ii, above, or who elects not to retitle to Teaching Assistant Professor during the transition period, is eligible to promote to the Teaching Professor ranks.

1. All current faculty members who are in the rank of SRI-II on or before September 16, 2022, are eligible to be considered for promotion to the rank of Teaching Assistant Professor based upon criteria for promotion as outlined in this MOU and in relevant P&T Guidelines.

2. An SRI-I who promotes to SRI-II is eligible to apply for promotion to Teaching Assistant Professor after completing three years in rank as an SRI-II (eligible to apply for promotion in the 4th year).

    a. For an SRI-II in rank on or before September 16, 2022, the timelines for promotion from SRI-II to Teaching Assistant Professor will not apply during Academic Years 2022-23 and 2023-24, after which the timelines for promotion to Teaching

Assistant Professor stated in #2 above will apply.

3. If unsuccessful in promoting to Teaching Assistant Professor, the SRI-II will be eligible for promotion after completing three additional years in rank (eligible to apply for promotion in the 4th year).

4. The SRI-II who is unsuccessful in promoting to Teaching Assistant Professor two times will no longer be eligible for promotion to the Teaching Professor ranks.

iv. **A Senior Instructor I (SRI-I)** hired prior to September 16, 2021 is eligible to promote to the Teaching Professor ranks:

1. All current faculty members promoted to SRI-I on or before September 16, 2022 are eligible to be considered for promotion to the rank of Teaching Assistant Professor based upon criteria for promotion as outlined in this MOU and in relevant P&T Guidelines.

2. An Instructor who promotes to SRI-I is eligible to apply for promotion to Teaching Assistant Professor after completing three years in rank as an SRI-I (eligible to apply for promotion in the 4th year).

    a. For an SRI-I promoted on or before September 16, 2022, the timelines for promotion from SRI-I to Teaching Assistant Professor will not apply during Academic Years 2022-23 and 2023-24, after which the timelines for promotion to SRI-II will apply.

3. An SRI-I who is unsuccessful in promoting to Teaching Assistant Professor retains the right to be considered for promotion to SRI-II (if they so request). If the SRI-I meets the eligibility criteria for promotion to SR-II-- which includes the completion of three years in rank--they should be considered for promotion to SRI-II in the same cycle, with the same promotion packet, and by the same P&T committee.

4. An SRI-I who promotes to SRI-II is eligible to apply for promotion to Teaching Assistant Professor after completing three years in rank (eligible to apply for promotion in the 4th year). Following an unsuccessful review to SRI-II, an SRI-I can re-apply for promotion to SRI-II under the current University and Department-level guidelines.

5. An SRI-I who is unsuccessful in promoting to Teaching Assistant Professor two times is no longer eligible for promotion to the Teaching Professor ranks.

v. **An Instructor** hired prior to September 16, 2021 may apply to promote to the

Teaching Professor ranks.

1. An Instructor must promote to SRI-I before being eligible to promote into the Teaching Professor ranks. To be eligible for consideration to promote from SRI-I to Teaching Assistant Professor, they must first complete 3 years in rank as an SRI-I (eligible to apply for promotion in the 4th year).

2. Once an Instructor has been promoted to SRI-I, refer to section 5(c), iv above.

6. <u>The Salary of Members Re-Titled or Promoted to New Ranks Will Not Be Less than the Minimum in the New Rank.</u>

a. Members re-titled to the new Teaching Professor ranks will either retain their current salary or receive the new higher minimum salary.

b. Members promoted to the new Teaching Professor ranks shall receive a salary increase of 8% upon promotion in rank or the minimum for the new rank, whichever is greater, as stipulated in Article 30, Section 6A of the 2021-2024 Collective Bargaining Agreement (CBA).

7. <u>For Purposes of Establishing Minimum Salaries, the New Teaching Professor Ranks Shall be Grouped as Follows in Article 30, Section 5 of the CBA.</u>

a. Teaching Assistant Professor with Assistant Professor, Assistant Professor of Practice, Assistant Clinical Professor, and Research Assistant.

b. Teaching Associate Professor with Associate Professor, Associate Professor of Practice, Associate Clinical Professor, and Research Associate Professor.

c. Teaching Professor with Professor, Professor of Practice, Clinical Professor, and Research Professor.

8. <u>New Teaching Professor Ranks are Applicable in all Academic Departments</u>.

The Office of Academic Affairs (OAA) shall notify departments, within sixty (60) days of the ratification of this agreement, that they are to revise, and submit to OAA for approval, their departmental P&T guidelines to include these ranks, and pathways into these ranks, based on the Departmental P&T template distributed by OAA. Departments shall be given until April 1, 2023 to submit revised guidelines. OAA will review and approve revised departmental P&T guidelines, or provide guidance for further revisions, by August 1, 2023. These requirements will be communicated in written form by OAA to Department administration, and by PSU-AAUP to its members, between execution of this agreement and April 1, 2022.

This agreement will be effective upon signature and ratification of the parties. This document will

be an addendum to the CBA and language that remains in effect will be inserted into Article 18 during successor negotiations.

For the University	For the Association
Shelly Chabon (Aug 18, 2022 12:38 PDT) Shelly Chabon, Vice Provost for Academic Personnel	David T. Kinsella David Kinsella, Vice President Collective Bargaining
Option 1 Date	Date

DM

Signature: Debra Mayo-Kelley (Aug 18, 2022 15:24 PDT)

Email: mayok@pdx.edu

Memorandum of Understanding (MOU) between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
May 9, 2022

Subject: The University's Ongoing Support of Caregivers

Recital

The University is committed to supporting its employees who are also caregivers. PSU provides supports that benefit employees who are caregivers in several ways already, including access to leave and various leave programs, an employee assistance program, and flexible work schedules and conditions.

The University also recognizes that the Covid-19 pandemic has increased awareness of the limited societal supports for caregivers in our communities. People who take on caregiving responsibilities--whether those responsibilities are caring for young children, a family member suffering health challenges, or our elderly—make both personal and professional sacrifices in order to balance their duties to their families (however defined) and their employers. The pandemic also 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.

As the University community emerges from the immediate crises of the Covid-19 pandemic and as the pandemic enters its endemic stages, 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 and future support for those in our community who have caregiving responsibilities.

Agreement

The following agreement is intended to increase the visibility of and support for the caregiving needs of supervisors and their employees.

1. Whenever possible, units should be mindful that committee work and service responsibilities may be impacted by caregiver responsibilities.

2. Supervisors will, when feasible, provide flexibility to members. Members may be permitted to attend faculty meetings and other departmental meetings remotely during periods of emergency caregiving needs, with supervisor approval.

3. Units will, as feasible, consider the caregiver's needs in scheduling times, days, and modalities of classes and with respect to the needs and priorities of our students, their department and the University.

4. Employees are strongly encouraged to seek information and support from PSU Human Resources Leaves and Accommodations Team as FMLA/OFLA benefits may be available to support some caregiving needs of employees.

5. The University will increase training and resources for managers, including chairs and associate and assistant deans and directors, related to support for the caregiving needs of employees within their units.

6. The PSU President will establish an advisory committee and determine the number and composition of the committee. At least one of those persons to be chosen by the President will be from a list of AAUP members provided to him by AAUP.

7. The purpose of the committee will be to elevate the issues and challenges related to caregiving responsibilities of faculty and staff and to identify areas where the University can enhance their ability to fulfill their caregiving responsibilities to their families (however they are defined) and to meet their employment responsibilities to the University, their colleagues, and students

This agreement shall be effective upon signature of the parties and shall remain in effect through June 15, 2023.

For the University	**For the Association**
Shelly Chabon (May 9, 2022 17:37 PDT)	David Kinsella (May 9, 2022 22:31 PDT)
Shelly Chabon, Vice Provost for Academic Personnel	David Kinsella, Vice President Collective Bargaining
05/09/2022	05/09/2022
Date	Date

Memorandum of Agreement (MOA)[1] between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
July 26, 2022

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 and described in the Academic Year Fee Book. Auditor privileges are accorded to employees under the terms and conditions approved by the Board and described in the Academic Year Fee Book

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 participating Oregon Public University, subject to policies of the instructing institution. Institutions reserve the right to exclude programs from eligibility for the privilege.

[1] ***This MOA is going for ratification to assist in informing employees that this privilege has been expanded. This document still requires a "ta" or "consent vote" at the big table. The document has been circulated by both teams to their respective team members with the intent of reaching a formal TA on July 29, 2022.***

Signature: Debra Mayo-Kelley (Jul 26, 2022 18:50 PDT)

Email: mayok@pdx.edu

(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.

This MOA shall become effective upon signature and shall be inserted into the parties' CBA (2021 – 2024) at Article 15, when appropriate.

For the University	**For the Association**
Shelly Chabon (Jul 27, 2022 22:40 PDT) Shelly Chabon, Vice Provost for Academic Personnel	David T. Kinsella David Kinsella, Vice President Collective Bargaining
07/27/2022 Date	07/28/2022 Date

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Errata Memorandum of Understanding #1
between Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
September 2, 2021

Subject: Bargaining Reopener- Correction to Language in Article 44

Recitals

There are two sections in the CBA with two different dates identified for the same economic reopener: Article 30 Section 10 and Article 44, paragraph 1. The parties agree that this creates confusion and needs to be resolved.

Agreement

Article 44 paragraph 1 will be modified to be consistent with Article 30 Section 10 as follows:

The parties agree to reopen the contract as provided in Article 30 Section 10. Unless the parties agree otherwise, the Association will send written notice to the University no later than January 14, 2022 specifying up to three articles of this Agreement, or new subjects that it proposes to negotiate. The University shall send written notice to the Association no later than January 31, 2022 specifying up to three articles of this Agreement, or new subjects that it proposed to negotiate. Those sections of this Agreement not noticed shall be closed until the expiration date specified in Article 45, Term of Agreement. Negotiation of the articles or subjects noticed for reopener negotiations shall commence no later than April 1, 2022 or such date thereafter as may be mutually agreed upon by the parties.

All other provisions of Article 44 shall remain in effect.

This MOU will be effective upon signature of the parties. It shall remain in effect for the duration of the reopener bargaining period.

For the University	**For the Association**
DocuSigned by: Shelly Chabon B333FC565FA54C5...	DocuSigned by: Mark Leymon FA1C3B5EB2074E8...
Shelly Chabon, Vice Provost for Academic Personnel	Mark Leymon, Vice President Collective Bargaining
September 3, 2021 | 3:49 PM PDT	September 3, 2021 | 3:51 PM PDT
Date	Date

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Errata Memorandum of Understanding #2
Addenda to the 2021- 2024 Collective Bargaining Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
October 6, 2021

Recital

There is a conflict in the CBA between:

1. Article 17, Section 9 (e) page 32 lines 15-17:

Request process: The supervisor will generally provide their response to the request within 10 working days of the employee's submission.

and

2. Article 24, Section 14 (3) page 66 lines 13-14:

Supervisor reviews Agreement and approves or makes edits within 15 days of submission (pursuant to Article 24 Section 9).

Agreement

Article 24, Section 14 (3) page 66 Lines 13-14 will be modified to the following:

> Supervisor reviews Agreement and approves or makes edits within ~~15 days~~ 10 working days of submission (pursuant to Article 24 Section 9).

All other provisions of Article 24 shall remain the same.

This Errata MOU will become effective upon signature of the parties.

For the University	**For the Association**
DocuSigned by: Shelly Chabon B333EC565EA54C5...	DocuSigned by: Mark Leymon EA1C3B5EB2074E8...
Shelly Chabon, Vice Provost for Academic Personnel	Mark Leymon, Vice President Collective Bargaining
October 6, 2021 | 1:15 PM PDT	October 6, 2021 | 2:07 PM PDT
Date	Date

DocuSign Envelope ID: 539FD35F-3FD2-454C-A3E8-C82F13D5B4F3

Errata Memorandum of Understanding #3
Addenda to the 2021- 2024 Collective Bargaining Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
October 7, 2021

Subject: Correction of LOA #2 in the 2021-24 CBA

The parties acknowledge errors were discovered in the final 2021-2024 CBA after publication and agree to the following replacement language:

1. Letter of Agreement- LOA # 2 page 122 lines 1-28:

RESEARCH BRIDGE FUNDING PILOT PROGRAM

The University and the Association share interests in stability for employees, retaining high quality research faculty and staff, and maintaining productive research programs. Tenure-related and non-tenure track research faculty occasionally experience breaks in external funding, which can result in loss of employment to personnel critical to the continuation of their research programs and the University. Access to short-term bridge funding assists such faculty members in maintaining adequate levels of staffing so they can work to secure new funding and thus maintain their research program.

The University will establish a Research Bridge Fund of $70,000 each year for fiscal years 2021 and 2022. Monies remaining from the balance of the Faculty Travel Awards Account will be used to cover the costs of the bridge funding. These funds are to be used, at the discretion of the Vice President of Research and Graduate Studies, to support continued employment of non-tenure track research faculty and staff who would be terminated or experience a significant loss of FTE without such funding. If all of the monies in the Research Bridge Fund are not spent at the end of fiscal year 2021, these monies may carry over to fund the allocation for fiscal year 2022.

The Vice President for Research and Graduate Studies will provide faculty the opportunity to apply to the program each quarter using the criteria previously established in collaboration with the Research Bridge Fund Advisory Committee as part of the extension of the pilot program. The Vice President for Research and Graduate Studies retains the right to alter the administration of the program as long as the focus and intent of the program does not change. Prior to any changes to the program that change eligibility or accessibility criteria, the VP-RGS will meet and discuss those proposed changes with PSU-AAUP and will allow PSU-AAUP to provide feedback about the proposed changes. PSU-AAUP will be informed of any alteration of the program.

At the end of fiscal year 2022, the Office of Research and Graduate Studies will prepare a report regarding use and operation of the Research Bridge Fund and shall provide the report to the Association.

DS SC
DS MH

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Is replaced with

LOA #2- Research Bridge Funding Pilot Project

The University and the Association share interests in stability for employees, retaining high quality research faculty and staff, and maintaining productive research programs. Tenure-related and non-tenure track research faculty occasionally experience breaks in external funding, which can result in loss of employment to personnel critical to the continuation of their research programs and the University. Access to short-term bridge funding assists such faculty members in maintaining adequate levels of staffing so they can work to secure new funding and thus maintain their research program .

The University will establish a Research Bridge Fund of $70,000 each year for fiscal years 2021 and 2022. Monies remaining from the balance of the Faculty Travel Awards Account will be used to cover the costs of the bridge funding. These funds are to be used, at the discretion of the Vice President of Research and Graduate Studies, to support continued employment of non-tenure track research faculty and staff who would be terminated or experience a significant loss of FTE without such funding. If all of the monies in the Research Bridge Fund are not spent at the end of fiscal year 2021, these monies may carry over to fund the allocation for fiscal year 2022.

The Vice President for Research and Graduate Studies will provide faculty the opportunity to apply to the program each quarter using the criteria previously established in collaboration with the Research Bridge Fund Advisory Committee as part of the extension of the pilot program. The Vice President for Research and Graduate Studies retains the right to alter the administration of the program as long as the focus and intent of the program does not change. Prior to any changes to the program that change eligibility or accessibility criteria, the VP-RGS will meet and discuss those proposed changes with PSU-AAUP and will allow PSU-AAUP to provide feedback about the proposed changes. PSU-AAUP will be informed of any alteration of the program.

At the end of fiscal year 2022, the Office of Research and Graduate Studies will prepare a report regarding use and operation of the Research Bridge Fund and shall provide the report to the Association.

This Letter of Agreement will become effective upon signature and ratification and shall be attached to the contract.

Program Description

PSU Research Bridge Funding Program

What are bridge funds?
Bridge funds are available on a competitive basis from the Office of Research and Graduate Studies to provide temporary salary and fringe benefit support to non-tenure-related employees

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critical to sustaining research programs and sponsored activities in instances where an external research grant or funding source has expired, where a hiatus in funding would jeopardize the research, and where renewal of funding is expected in the near future. The funds are for one-time-time support only in cases where the Principal Investigator (PI) has experienced a significant reduction in extramural funding.

Note: The Bridge Funding Program is not intended as for 'pilot' or 'seed' funding.

Eligibility

A PI is eligible to apply for Bridge Funding, provided they:

a) Have lost, or will lose most of their extramural funding within six months of the Bridge application deadline and will not have sufficient other funds available to sustain the work;
b) Has a record of accomplishment as first-author or senior author on publications;
c) Has made substantial and documented efforts to re-establish funding, and in the opinion of the Dean or Dean-equivalent is likely to be funded again in the next 6 months.

Notes: A funding reduction or shortfall is insufficient by itself to establish eligibility. The Vice President for Research and Graduate Studies may make exceptions to eligibility under unusual circumstances.

Considerations:

- Funding is competitive, and not all applications may be funded.
- Consideration will be given to need, assessment by the Dean or Dean-equivalent, and the strength of the overall research program.
- Because a primary objective is to keep experienced research teams together, priority will be given when project staffing will be lost without a temporary infusion of funds.
- Funding of awards will be made in consultation with academic Deans.
- Individual grants cannot exceed $25,000 per year.
- Funding will be available for grantees for a maximum of 1 year or until the grantee re-establishes funding from other sources, whichever comes first.
- A financial commitment for support by the college or the department is not required, but will strengthen an application.
- When extramural funding is re-established, all unspent funds must be returned to the Bridge Funding Program to assist other investigators.
- A PI receiving a Bridge Funding award in one year will not be eligible to reapply for at least two years from the initial/last award.
- Any requests for exceptions to eligibility or other elements of this policy must be made in writing, and may be granted by the Vice President for Research and Graduate Studies.

Bridge Funds cannot be used for:

- Salary for tenure-related faculty
- Travel
- To cover budget overdrafts
- Graduate Student tuition

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- Administrative costs

Cycle
Applications are considered four times per year. They must be received by 5:00 pm on October 30, January 30, April 30, or July 30. If the deadline falls on a weekend or holiday, applications will be accepted on the next business day.

To Apply and Process:
1. See attached instructions.
2. Submit all forms and documents to your SPA team. The SPA team will review the application, provide relevant budgetary information and context, and submit the information to the faculty member's Dean for review.
3. The Dean will forward their recommendation to the Associate Vice President for Research (AVPR) in The Office of Research and Graduate Studies for consideration.
4. The AVPR will make the final decision in consultation with the Dean and Vice President for Research and Graduate Studies.
5. Applicants will be notified of decisions within 30 days of receipt of the complete Bridge Funding request.
6. There is no appeal process.

Return on Investment and Assessment
Recipients of Bridge Funding are expected to resubmit their grant or contract applications promptly and aggressively seek other extramural sources of support.

Recipients of Bridge Funding are required, 30 days from the end of the Bridge Funding period, to provide the following information: final accounting of expenditures from the Bridge Funding Program and matching fund sources, a summary of the research that was carried out during the funding period, any publications that resulted, and any grants that were awarded or are pending.

The reports will measure the success of this program and inform program effectiveness.

The Office of Research and Graduate Studies will issue a report each September to the Academic Leadership Team (ALT) and to AAUP on the awards made and outcomes.

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Portland State University
Research Bridge Funding Application Instructions

FOR FACULTY REQUESTING FUNDS
Your submitted application should include the following six required sections **in the order listed**:

1. Bridge award eligibility statement - Please provide one of the eligibility statements below (whichever applies to you) to affirm that you are eligible for a bridge award. If neither applies to you but you believe you are eligible, please contact the Office of Research and Graduate Studies (**research@pdx.edu**) to request a waiver.

Eligibility statements:

- I will not have more than $30,000 funding from any source for carrying out any research in my laboratory (either as PI or as a co-investigator on another PI's grant) by 6 months after the due date for this application [example: I am applying Dec 1 and I have a grant expiring May 15. I am eligible.]
- I am an NTTF Research Faculty and will not have funding for more than 50% of my salary from any source by 6 months after the due date for this application [example: I am applying Dec 1 and by May 15 I am losing my main grant so my salary will drop to 40%. I am eligible.]

2. Curriculum vitae.

3. Current and Pending Support Documentation for the past 5 years with dollar amounts and funding periods listed for each grant.

4. Demonstration of attempts to obtain funding (e.g. abstracts of submitted grants, panel summaries, priority scores or other evaluations and comments; do not send complete grant applications). This should include pending research grants with anticipated award date and amount.

5. Description of proposed research (maximum of 3 pages including the bibliography).

6. Budget and Budget Justification, including the money requested through the Bridge Funding Program and any matching funds provided by your department or dean.

7. Statement of how this funding will increase chances of future funding.

Deadlines: October 30, January 30, April 30, or July 30.

Submit all application materials **as one PDF file** to your respective SPA team. Contact spa@pdx.edu if you have submission questions.

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For the University	**For the Association**
DocuSigned by: Shelly Chabon B333EC565EA54C5...	DocuSigned by: Mark Leymon EA1C3B5EB2074E8...
Shelly Chabon, Vice Provost for Academic Personnel	Mark Leymon, Vice President Collective Bargaining
October 7, 2021 | 9:43 AM PDT	October 7, 2021 | 9:25 AM PDT
Date	Date

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Errata Memorandum of Understanding #4
Addenda to the 2021- 2024 Collective Bargaining Agreement between Portland State University (University) and the Portland State University Chapter of the American Association of University Professors (Association)
October 8, 2021

Subject: Correction of Article 30 Sections 5 and 6 Salary Tables in the 2021-24 CBA

The parties acknowledge errors were discovered in the final 2021-2024 CBA after publication and agree to the following replacement language:

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

(a) Effective January 1, 2021 for 12-month faculty with academic rank and effective February 1, 2021 for 9-month faculty with academic rank, 1.0 FTE salary rates shall be no less than those listed below. Members will receive the greater of either the across-the-board percentage increase or an increase to the new minimum for their rank and term of service.

Salary Table Corrected as follows:

Rank	9 Month February 2021	12 Month January 2021
Professor	$ 92,961	$ 113,424
Associate Professor	$ 75,573	$ 92,232
Assistant Professor	$ 63,234	$ 77,160
Professor of Practice	$ 92,961	$ 113,424
Clinical Professor	$ 92,961	$ 113,424
Research Professor	$ 92,961	$ 113,424
Associate Professor of Practice	$ 75,573	$ 92,232
Associate Clinical Professor	$ 75,573	$ 92,232
Research Associate Professor	$ 75,573	$ 92,232
Assistant Professor of Practice	$ 63,234	$ 77,160
Assistant Clinical Professor	$ 63,234	$ 77,160
Research Assistant Professor	$ 63,234	$ 77,160
Senior Instructor II	$ 61,974	$ 75,624
Senior Instructor I	$ 52,524	$ 64,080
Instructor	$ 46,071	$ 56,220
Senior Research Associate II	$ 57,069	$ 69,636
Senior Research Associate I	$ 52,704	$ 64,308
Research Associate	$ 50,454	$ 61,560
Senior Research Assistant II	$ 49,212	$ 60,060
Senior Research Assistant I	$ 46,863	$ 57,204
Research Assistant	$ 46,071	$ 56,220

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1. On January 1, 2022, the minimum salary rates for 12-month faculty with academic rank will increase by 1%. Prior to January 1 of each year, the Office of Human Resources will provide the new minimum salary rates to the Association and will publish the new rates on its webpage.

2. On February 1, 2022 the minimum salary rates for 9-month faculty with academic rank will increase by the 1%. Prior to February 1 of each year, the Office of Human Resources will provide the new minimum salary rates to the Association and will publish the new rates on its webpage.

3. Summer Session Minimum Salary Rates. Nine-month faculty employed to teach during Summer Term will be paid for Summer Term teaching at a per-credit-hour rate that is no less than 2.5% of the member's base nine-month salary rate.

Section 6. Pay-Range Structure, etc.—Academic Professionals.

(a) The structure for compensating Academic Professionals groups their positions in job families based upon job responsibilities. The levels within families and associated pay ranges are as follows.

(b) Academic Professional 12-month salary rates effective January 1, 2021

	Jan-2021	
JOB FAMILY	**Minimum**	**Maximum**
Program Administrator I	$ 46,092	$ 72,756
Program Administrator II	$ 51,264	$ 83,952
Program Administrator III	$ 63,720	$ 104,688
Advisor/Counselor I	$ 46,092	$ 72,756
Advisor/Counselor II	$ 51,264	$ 83,952
Instructional Technical Specialist I	$ 46,092	$ 72,756
Instructional Technical Specialist II	$ 51,264	$ 83,952
Psychologist	$ 73,740	$ 121,128
Clinical Social Worker	$ 63,720	$ 104,688
Dentist	$ 131,340	$ 215,664
Physician	$ 131,340	$ 215,664
Psychology Resident	$ 46,092	$ 72,756
Educational Technology Specialist	$ 72,228	$ 118,644
Attorney	$ 63,720	$ 104,688

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For the University	For the Association
DocuSigned by: B333FC565FA54C5... Shelly Chabon, Vice Provost for Academic Personnel	DocuSigned by: FA1C3B3EB2074E8... Mark Leymon, Vice President Collective Bargaining
October 12, 2021 | 8:30 AM PDT Date	October 12, 2021 | 8:31 AM PDT Date

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Errata Memorandum of Understanding #6
Addenda to the 2021- 2024 Collective Bargaining Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
May 26,2022

The parties acknowledge that the following errors were discovered in the final 2021-2024 CBA after publication and agree to reinsert the language as noted below:

Article 19, Section 4. Professional Development Allocations

For fiscal year 2020-2021, the University will allocate $675,000 for the Faculty Development Program.

For fiscal year 2021-2022, the University will allocate $675,000 for the Faculty Development Program.

For fiscal year 2022-2023, the University will allocate $675,000 for the Faculty Development Program.

For fiscal year 2023-2024, the University will allocate $675,000 for the Faculty Development Program

For the University	**For the Association**
Shelly Chabon (May 29, 2022 19:01 PDT) Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	David T. Kinsella David Kinsella, Vice President for Collective Bargaining
05/29/2022 Date	05/30/2022 Date

Signature: Debra Mayo-Kinley (May 26, 2022 16:51 PDT)

Email: mayok@pdx.edu

DM