



PORTLAND STATE UNIVERSITY

## American Association of University Professors

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

# Association Policy – 12

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### *Employment Policies and Procedures*

Adopted February 9, 2017

Adopted December 15, 2019

#### **Purpose:**

These policies and procedures establish guidelines for the hiring of staff, and for conditions of employment for all employees

#### **Applicability:**

This policy applies to all Association employees. It will be incorporated by reference in letters of offer tendered after the date of adoption of this policy.

#### **Policy:**

- I. Letters of Offer
- II. Hours of Employment and Work Life Balance
- III. Policy, Speech and Political Activity; Conflict of Interest
- IV. Copyright and Publication Rights
- V. Non-Discrimination and Harassment
- VI. Dress Code and Neat and Clean Workspace
- VII. Evaluations
- VIII. Promotions and Vacancies
- IX. Seniority, Staff Reduction, and Termination of Employment
- X. Workspace
- XI. Reimbursement for Approved Expenses
- XII. Required Reporting
- XIII. Compensation and Classification
- XIV. Benefits
- XV. Professional Development
- XVI. Grievance Procedure
- XVII. Imposition of Progressive Sanctions
- XVIII. Personnel Files
- XIX. Leaves, Vacations and Holidays

- XX. Healthy, Safe and Respectful Workplace
- XXI. Communication Protocols

## **I. LETTERS OF OFFER**

All employees will receive a letter of offer which, when signed, constitute an employment contract. All employees shall be employed on contract. Unless the employment contract or letter of offer states otherwise, all employees will be hired on an at-will basis; either the Association or the employee are free to terminate the employment relationship at any time, with or without cause.

The Letters of Offer shall explicate the following:

1. Title and Duties of the Position
2. Wages or Salary
3. Hours of Employment
4. Benefits
5. Work rules specific to the position
6. Conditions of Employment

## **II. HOURS OF EMPLOYMENT AND WORK LIFE BALANCE**

### **Section 1. Flex Time**

Flexibility of hours varies by type of work:

1. Administrative employees (exempt and non-exempt employees):
  - a. Full-time Administrative employees shall be permitted to flex their hours outside their normal work schedule during the period between 8:00 a.m. and 5:30 p.m. Monday through Friday, and may be permitted to flex hours outside of this time if mutually agreed upon by the employee and Association. Part time administrative employees shall be permitted to flex their hours if mutually agreed upon by the employee and Association.
  - b. (For Non-exempt employees) Evening and weekend work, if necessary, will be assigned with advance notice. If evening and weekend work is necessary, the employee may request to flex the work week. In addition, the Association may flex the work week schedule to maintain the forty (40) hour work week.
  - c. The office shall be closed for a half hour each day between 11:00 a.m. and 2:00 p.m. to accommodate the Administrative employee's lunch period.

2. Organizers:

- a. Organizers are exempt employees and are generally expected to work a 40-hour work week. A work day is generally 8 ½ hours (which includes a 30-minute lunch)
  - b. Organizers are expected to set their hours strategically, and flex their hours as necessary on the day late or early activities are scheduled, in order to perform the duties of their position and meet their assigned goals.
3. Student Interns: Student Interns are non-exempt employees. The Intern's Letter of Offer shall specify whether the Intern may set their own hours or work according to a regular schedule, and whether work will primarily be performed at a PSU-AAUP office, elsewhere on the Portland State University campus, or another location. The Intern's schedule shall be built around the Intern's academic schedule. The Intern's supervisor may make reasonable adjustments to the Intern's hours upon request to accommodate the needs of the Intern's academic schedule. In no case shall an Intern be expected or encouraged to work during class time in their academic schedule.

### **Section 2. Working from Home**

The work of the Organizer and Administrative staff is expected to be onsite.

An Organizer may, on rare occasions, request and receive permission in advance to work from home. If permission is granted, and works at home the employee shall be expected to be responsive to email, phone calls or requests by the Association for remote participation in impromptu meetings.

### **Section 3. Protection from Overwork**

1. Employees are encouraged to take appropriate breaks.
2. Non-exempt employees are required to take a 15-minute break for each four-hour segment worked (or major fraction thereof). The break should be approximately in the middle of the segment, if feasible. Non-exempt employees are required to take a 30-minute duty free lunch break away from the office.
3. Employees shall not be assigned an unreasonable workload.
4. Periods of Heavy Workload (Overtime Exempt Employees)

- a. It is understood that Organizers may sometimes experience workloads that necessitate work in excess of eight (8) hours per day. The general aim is that organizers time should average forty (40) hours per week over the course of a year.
- b. A prolonged period of heavy workload shall be defined as a time when an employee is expected to work more than forty-eight (48) hours in a single week, or more than forty-four (44) hours per week for two consecutive weeks or more.
- c. If the Association or employee anticipates periods of prolonged heavy workload they shall discuss and reach agreement to either reduce the employee's workload expectation within the week in question, or decide upon a future period of time when the employee shall have a reduced expectation.

#### **Section 4. Overtime (Salaried and/or Hourly Non-exempt Employees)**

1. Time worked over 40 hours in a work week is overtime. No overtime is permitted without prior authorization. Overtime shall be paid at time and one-half (1.5) the employee's regular hourly rate of pay. A work week is that prescribed threshold that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.
2. Non-exempt employees are expected to maintain accurate and up-to-date time logs and submit them as required.

#### **Section 5. Weekend Work (Overtime Exempt Employees)**

If an employee is directed to perform duties for the Association on a Saturday, Sunday or holiday, the employee shall be granted a day off within 10 working days of the day worked on a day acceptable to the Association. The Employee's request for the day back should be made as soon as possible after the weekend or holiday work has been assigned.

### **III. POLICY, SPEECH, POLITICAL ACTIVITY; CONFLICT OF INTEREST**

1. No PSU-AAUP employee will make policy decisions. Association employees will confine themselves to articulating and implementing policy developed by PSU-AAUP, or adopted by PSU-AAUP. In matters of Association concern where no policy exists, employees will make this fact clear before commenting publicly on the matter.

Nothing in this section is intended to restrict any employee from participating fully and freely in discussions of policy within the Association.

2. In matters not involving AAUP policy, employees of the Association will have freedom of speech except that they will make it clear that they are not speaking on behalf of the Association.
3. Any employee is free to engage in any political activity so long as such activity does not adversely affect the performance of his/her duties or the ability of the Association to pursue its goals. Employees shall keep their participation in such outside groups to outside work time.

Before undertaking substantial political activity or running for political office, employees will confer with the Executive Director.

#### 4. Conflict of Interest

Employees may not engage in activities which represent a conflict of interest with the Association's work or with their regular job responsibilities.

Employees may engage in employment or consultation which occurs outside of regular working hours as long as it does not conflict with regular job responsibilities, does not compete with services offered by Association, and outside of normal PSU-AAUP work hours (or outside the assigned work shift if employee is part time). It is the responsibility of the employee to consult with the Executive Director before undertaking activities outside activities that the employee feels may present a conflict of interest.

#### 5. PSU Policies

PSU-AAUP employees are expected to comply fully with all pertinent policies of Portland State University, which include but are not limited to the Prohibited Discrimination and Harassment policy, the Alcohol and Drug-free University policy, and the Professional Standards of Conduct policy. A full list of policies and work rules can be found at the PSU Human Resources website and in the policy library maintained at the PSU General Counsel's website.

## **IV. COPYRIGHT AND PUBLICATION RIGHTS**

The Association is the owner of all rights, including copyrights, in publications and materials developed or produced by an employee in the conduct of his/her job. Such materials will generally credit appropriate contributors. Employees named as contributors may not, however, sell or assign any rights to such materials to others without the prior written permission of the Association.

## V. NON-DISCRIMINATION AND NON-HARASSMENT

The Association shall not discriminate against any employee on the basis of age, race, creed, color, ancestry, national origin, immigration status, citizenship, sex, gender identity, gender expression, choice of personal pronouns, sexual orientation, body size, pregnancy status, marital status, parental status, disability, medical condition, veteran status, religious affiliation, transit-dependent status, membership in the Union, or participation in the activities of the Union. Non-discriminatory treatment is expected with respect to wages, hours, terms or conditions of employment, and promotional or professional opportunities.

The Association shall not discriminate on the basis of any employee's affiliation and/or participation in political or activist groups.

The Association shall foster a welcoming and inclusive environment for all employees, and will not tolerate harassment on the basis of any of the characteristics listed above.

The Association expects all employees to conduct themselves in a professional manner with respect and concern for their fellow employees. Possible discrimination may include, but not be limited to: harassment; unsolicited remarks; gestures; physical contact; and the display or circulation of written materials or pictures, which will be perceived as derogatory to race, color, religion, national origin, ancestry, disability or medical condition, sexual preference, marital status, age, or any other basis protected by federal, state or local law, ordinance, or regulation. Such conduct by an Association employee could result in disciplinary action up to, and including termination of employment.

An employee who has been the subject of any form of discrimination or harassment or has been subject to a hostile, offensive or coercive work environment is strongly encouraged to speak with his/her direct supervisor immediately.

All complaints of harassment will be treated with confidentiality and shall not result in reprisal in any form to the informer or victim.

Any complaint by a victim of discrimination should be presented in writing, within ten (10) business days of the occurrence. Such complaints shall be submitted to:

- a. Executive Director or designee;
- b. PSU-AAUP President if the accused is the Executive Director;
- c. In the event that the complaint of discrimination involves any one of the above listed persons, then a copy of the complaint may be submitted to all members of the Executive Council simultaneously.

Any complaints of discrimination will be investigated by management in a timely and impartial manner.

## **VI. DRESS CODE**

Association employees shall present a clean, professional appearance at all times while on campus. Employees shall refrain from wearing buttons, and clothing with messages that promote anything that have not been endorsed and supported by the PSU-AAUP Executive Council.

As PSU maintains a fragrance-free policy, Association employees shall refrain from the use of fragrances in the workplace.

## **VII. EVALUATIONS**

1. The evaluation procedure has, as its aim, the improvement of employee performance. The procedure shall be clear, fair, consistent and timely for all employees. Critical feedback will be constructive.
2. This evaluation procedure shall be used for all employees except those whose Letter of Offer or Employment Contract specify an alternate evaluation procedure.
3. Evaluations shall be given at 3 months, 6 months, and then at one-year for new employees. After the one-year anniversary evaluations will annual. Special evaluations, however, can be given at any time.
3. The “evaluation date” after the probationary period shall be the employee’s anniversary date of hire.
4. The evaluation shall include the following:
  - a. A self-evaluation
    - i. The Executive Director shall request the employee’s self-evaluation approximately 20 working days prior to the evaluation date, and the employee shall submit the self-evaluation no later than 10 working days prior to the evaluation date.
    - ii. The self-evaluation shall be based upon the employee’s job description, goals and assignment during the review period, and other areas of performance the employee deems relevant.

- b. Input from member leaders
  - i. The Association President will ask appropriate member leaders for their input into the evaluation approximately 20 working days prior to the evaluation date. Appropriate member leaders could include, but are not limited to: Executive Council members, negotiating team members, PSU-AAUP Ad hoc committee members with whom the represented employee has worked, Unit Reps, Action Team members, or individual members if the represented employee worked with them. The employee may, request that specific people be added to the list of members contacted for input, or they may add letters from members as supporting materials to their self-evaluation.
  - ii. The Association shall create a standardized evaluation template that may be unique to each employee position type.
  - iii. The template shall be made available to the employee at the time the input is requested of member leaders.
  - iv. The template shall include a signature page with the following language: “This form is being used for the performance evaluation of [Employee Name] in their capacity as [Job Title].” To preserve the anonymity of reviewers, signature pages will be filed separately from evaluations.”
  - v. All input used for an employee’s evaluation must follow the template form. Employees shall not have access to the evaluations submitted to the Association President.
  - vi. Evaluations shall remain anonymous and will be kept on file with the Association.
- c. A face to face meeting with the Executive Director, which may include the Association President
  - i. The Executive Director shall schedule the face to face meeting within 10 working days of the evaluation date.
- d. A written evaluation by the Executive Director (which may include the input from the President)
  - i. The Executive Director shall provide to the employee the written evaluation within 15 working days from the face to face evaluation
  - ii. Written evaluations will reference job expectations communicated to the employee prior to the evaluation, including prior evaluations.



- e. Employee comments, response, or request for reconsideration of the written evaluation
  - i. The employee will have 15 working days upon receipt of the written evaluation to provide comments, a response, supporting materials or a request for reconsideration of the written evaluation.
  - ii. If the response is a request for reconsideration, the employee may submit additional materials with their request for reconsideration.
  - iii. The Executive Director shall review the request for reconsideration and the additional materials, and shall provide a response to the employee within 15 working days.
5. After all submissions are made in 4(e) above, or after 15 working days from the date the written evaluation provided to the employee, all documents pertinent to the written evaluation process will be placed in the employee's personnel file and will become part of the employee's permanent record.

#### **VIII. PROMOTIONS AND VACANCIES**

Notice of all employment position vacancies shall be e-mailed to all Association employees at the same time it is submitted for external advertising. The email shall include: (a) Title of position open; (b) Brief description of the duties; (c) Pay range; (d) Minimum qualifications for employment; (e) When and where to file an application.

Employees applying for the position must do so by the close of business on the last day of the day that the external advertisement provides for applications. Employees who apply in a timely manner who are qualified for the position shall be interviewed.

#### **IX. TERMINATION OF EMPLOYMENT**

Unless the Employment Contract or Letter of Offer states otherwise, employment may be terminated at any time with or without cause, and without prior notice. The following guidelines will be the usual practice, but are not binding.

The Association shall give when possible at least thirty (30) working days' notice, in writing, of an intention to terminate employment of a staff member for failure to perform adequately, when appropriate, or for misconduct.

An employee who the Association has determined poses an immediate and serious threat to the work of the Association is subject to immediate dismissal.

#### **Compensation at Termination**

Each employee will be paid his or her regular salary through the date of termination of service, plus any accrued vacation pay.

## **X. WORKSPACE**

All employees will be provided access to an Association computer, workstation and Association e-mail address. The employee will store all files created for the Association, and all Association data, in the PSU-AAUP team folder in Dropbox.

The Association shall provide access to basic office supplies, photocopying, printing and file storage space.

As all staff workplaces are frequented by members, Association employees shall maintain clean, tidy and professional workspace at all times. No food or open food containers shall be left in the employee's workspace.

## **XI. REIMBURSEMENT FOR APPROVED EXPENSES**

All expenditures for which an employee would seek reimbursement must be pre-approved by the Executive Director.

### **Section 1. Vehicle Use Reimbursement**

Vehicle use that is pre-approved by the Executive Director for Association business will be reimbursed at the IRS mileage rate posted at [www.irs.gov](http://www.irs.gov). All employees using personal vehicles for Association business must provide proof of insurance coverage and a valid driver's license. Employees who use their own vehicle for PSU-AAUP business assume responsibility for all collision and liability insurance.

### **Section 2. Reimbursement Procedure**

Approved expenses for Association business or travel shall be detailed on the Association Reimbursement Form with all original receipts taped, not stapled face up on a white sheet of paper, by the 10<sup>th</sup> of the month following the month in which the expenses were incurred.

## **XII. REQUIRED REPORTS**

1. All employees shall keep detailed work logs in accordance with Association Policy 02- Hudson Procedure. Work logs are due monthly by the 17<sup>th</sup> of the month for the previous pay period (16<sup>th</sup> of the previous month through the 15<sup>th</sup> of the current month).

2. All employees shall advise the Executive Director of their arrival and departure from work via email, or through whatever mechanism management may designate.
3. All employees shall record the scheduling of all meetings on their Outlook calendar. This includes the scheduling of all vacation or other leaves.
4. Reporting for Organizers
  - a. Outlook calendar
    - i. The Outlook calendar should show the Organizers planned clock in and clock out for the week ahead, based upon their anticipated canvassing, by Friday of the previous week.
  - b. Weekly contact log
    - i. The contact log is due by 5pm on the Monday following the Monday through Saturday of the week reported.
    - ii. The contact log shall include the bargaining unit member's name, location of meeting, their LoP level, what was discussed, their interest in participation, and a recommendation for follow up.
  - c. Organizers shall use the following descriptions for their work log activities:
    - i. "Canvassing" is that time spent seeking out members and fair share fee payers for contact. Time spent Canvassing is to be classified as "Collective Bargaining."
    - ii. "Organizing Conversation- NAME" is that time spent having actual organizing conversations in person, on the phone, or over skype/facetime with a member or fair share fee payer where the organizer discusses their activism and attempts to move them to the next level of participation. This activity is classified as "Collective Bargaining."
    - iii. "Contact Targeting" is that time spent identifying individuals to track down when out canvassing. This time is classified as collective bargaining.

### **XIII. COMPENSATION AND CLASSIFICATION**

#### **Section 1. Job Descriptions**

The EC shall approve all job descriptions and all compensation details prior to a letter of offer. The EC shall approve any changes to the job description or compensation after hire.

#### **Section 2. Cost of Living Adjustments**

Annual Cost of Living Adjustments (COLAs) shall be, at a minimum, the change in CPI-U index for the West Region. COLA's shall be effective on every January 1st after the anniversary date of the first year of employment.

#### **Section 3. Longevity increases**

Employees who are not on a limited term appointment whose last evaluation overall met Association standards shall receive a longevity increase in the amount of 2 % of their annual salary (for salaried exempt and non-exempt employees) or their hourly rate (for hourly non-exempt employees). The longevity increase will be effective on every January 1<sup>st</sup> after the anniversary date of the first year of employment.

#### **Section 4. Merit increases**

The Association may increase an employee's salary, at its sole discretion, for exceptional performance.

#### **Section 5. Payroll Frequency**

The Association shall provide direct deposit of paychecks to employee's designated financial institutions on or about the 25<sup>th</sup> of each month (if the 25<sup>th</sup> falls on a weekend or a holiday, pay will be deposited on the preceding business day). The pay period shall be the 16<sup>th</sup> of the month through the 15<sup>th</sup> of the following month.

#### **Section 6. Honoraria**

Association employees are prohibited from receiving honoraria for work done on behalf of the Association.

### **XIV. BENEFITS**

1. Employees, excluding Student Interns, hired at 0.75 FTE (30 hours/week) or above on a contract of more than thirty (30) days shall be provided full-time employee benefits as follows:

- a. Retirement. Employees are eligible to participate in the Association's 401 (k) Retirement Plan to which they may contribute up to the IRS maximum on a pre-tax basis. The Association will contribute 12% of the employee's salary on a monthly basis to the plan, and will match the first 4% of the employee contribution that they elect on a pre-tax basis from their paycheck. Employees are 100% vested in both the Employee and Association's contribution to the plan.
- b. Health, Dental and Vision Insurance. Employees and their family are provided health, dental and vision coverage. This coverage is fully paid by PSU-AAUP. This coverage begins on the first day of employment.
- c. Healthcare Reimbursement Account. Employees are provided a Healthcare Reimbursement Account (HRA). This is a standard Section 105 plan managed for PSU-AAUP by a third-party administrator. This plan provides reimbursement for out-of-pocket expenses up to \$1,500 per year per covered life on the plan for expenses that meet the criteria of IRS Section 105 and are not covered by primary insurance in paragraph (b). This coverage begins on the first day of employment.
- d. Short and Long Term Disability. Employees are provided Short and Long Term Disability insurance. This insurance is fully paid by PSU-AAUP. This coverage begins on the first of the month following the date of hire.
- e. Life and Accidental Death and Dismemberment Insurance. Employees are provided with Life and ADD insurance for up to \$100,000 coverage (\$250,000 for Executive Director). This insurance is fully paid by PSU-AAUP. This coverage begins on the first day of the month following the date of hire.
- f. PSU Employee and TriMet Privileges. Article 3 of the PSU-AAUP Collective Bargaining Agreement with PSU provides PSU-AAUP employees with certain PSU employee privileges. These privileges are provided to Represented employees (except student interns) as long as they remain available to the Association in its contract with PSU.
  - i. Association employees will receive a PSU Staff ID card providing them with access to PSU facilities and its wireless network.
  - ii. Association employees (except Student Interns) will be provided with TriMet transit passes that are available to PSU employees for purchase at a discounted rate. The TriMet pass for employees, however, is fully paid by PSU-AAUP.
  - iii. These privileges begin on the first day of employment.

2. Employees, excluding Student Interns, hired at or above 0.5 FTE (20 hours/week) but less than 0.75 FTE (30 hours/week), on a contract of thirty (30) days or longer, are provided benefits as follows:
  - a. Retirement. Employees are eligible to participate in the Association's 401 (k) retirement plan to which they may contribute up to the IRS maximum on a pre-tax basis. The Association will contribute 12% of the employee's salary on a monthly basis to the plan, and will match the first 4% of the employee contribution that they elect on a pretax basis from their paycheck. Employees are 100% vested in both the employee and Association's contribution to the plan.
  - b. Life and Accidental Death and Dismemberment Insurance. Employees are provided with Life and ADD insurance for up to \$100,000 coverage. This insurance is fully paid by PSU-AAUP. This coverage begins on the first day of the month following the date of hire.
  - c. PSU Employee and TriMet Privileges. Article 3 of the PSU-AAUP Collective Bargaining Agreement with PSU provides PSU-AAUP employees with certain PSU employee privileges. These privileges are provided to employees (except Student Interns) in this FTE category as long as they remain available to the Association in its contract with PSU.
    - i. employees will receive a PSU Staff ID card providing them with access to PSU facilities and its wireless network.
    - ii. employees (except Student Interns) will be provided with TriMet transit passes that are available to PSU employees for purchase at a discounted rate. The TriMet pass for Represented employees, however, is fully paid by PSU-AAUP and is provided to Represented Employees in this category if written request is provided to the Association.
    - iii. These privileges begin on the first day of employment.
3. Employees, excluding Student Interns, hired at or above 0.25 FTE (10 hours/week) but less than 0.5 FTE, on a contract of thirty (30) days or longer, are provided with the following benefits:
  - a. employees in this category are eligible to participate in the Association's 401 (k) retirement plan, to which they can contribute up to the IRS maximum on a pre-tax basis. Represented employees are 100% vested in their own contributions from the first day of employment.
  - b. PSU Employee and TriMet Privileges. Article 3 of the PSU-AAUP Collective Bargaining Agreement with PSU provides PSU-AAUP employees with certain

PSU employee privileges. These privileges are provided to Represented employees (except Student Interns) in this FTE category as long as they remain available to the Association in its contract with PSU.

- i. employees will receive a PSU Staff ID card providing them with access to PSU facilities and its wireless network.
  - ii. employees (except Student Interns) will be provided with TriMet transit passes that are available to PSU employees for purchase at a discounted rate. The TriMet pass for Represented employees, however, is fully paid by PSU-AAUP and is provided to Represented Employees in this category if written request is provided to the Association.
  - iii. These privileges begin on the first day of employment.
4. Employees, excluding Student Interns, hired below 0.25 FTE (10 hours/week) on a contract of thirty (30) days or longer, are eligible to participate in the Association's 401 (k) retirement plan, to which they can contribute up to the IRS maximum on a pre-tax basis. Represented employees are 100% vested in their own contributions from the first day of employment.
  5. Workers Compensation, Social Security and Unemployment Insurance. All full-time and part-time employees are eligible for Worker's Compensation, Social Security, and Unemployment Insurance benefits as provided by law. An injury that occurs during the course of employment or an illness that may be job-related shall be reported immediately to your supervisor. Details of the incident should be promptly documented.

## **XV. PROFESSIONAL DEVELOPMENT**

1. Employees at 0.5 FTE (20 hours/week) or above who are on a contract of one year or more, or whose contract does not have an expiration date, shall be eligible for professional development support after the sixth month evaluation if they have successfully completed their 3<sup>rd</sup> and 6<sup>th</sup> month evaluations. Employees hired at less than 1.0 FTE shall have their Professional Development account prorated down from \$500 at 1.0 FTE.
2. A professional development fund in the amount of \$500 shall be established each year by the Association to allow the employee to participate in opportunities that will enhance their ability to perform the duties of the position they currently occupy. The \$500 may be rolled over unused for up to 4 years. Monies left in the account after 4 years will be forfeit.

3. Use of professional development funds must be pre-approved by the Executive Director.
4. Funds may be used for the following:
  - a. Conference or course fees or tuition and required materials (online or face to face)
  - b. Travel costs to conferences
  - c. Membership in professional organizations
  - d. Printing costs for materials to be presented by the employee at the conference or event approved for professional development fund support
5. The time required for employees to participate in opportunities approved for professional development support shall be considered work time for the Association. The employee shall not be required to use leave or vacation for activities approved in this article.
6. If the amount of money available to the employee is insufficient to cover the cost of an approved professional development opportunity, the Association's share of the cost shall be paid directly to the provider in advance. If this is not possible, the employee shall submit a reimbursement request for professional development funds approved after expended on the Association staff reimbursement request form. The form shall have attached original receipts taped face up on an 8 ½ x 11 sheet of paper. The reimbursement form shall have attached the approval received from the Association for the professional development activity.
7. The Association may require the employee to participate in trainings, conferences or events as part of their work duties. The professional development funds made available in this article are not meant to fund the employee's participation in required functions.

## **XVI. GRIEVANCE PROCEDURE**

### **General Provisions:**

1. The Association believes that creating an environment where open and honest communication can take place is a key to success, and are committed to resolving the grievance at the lowest possible step.
2. The Association will be open to modifying the time limits in any step of the grievance procedure upon written request of the grievant. All such modifications shall be made in writing and shall be acknowledged by both parties.



3. An employee may bring a witness or counsel to any grievance meeting, mediation, or arbitration proceeding. The employee shall advise the Executive Director in advance if they plan to bring a witness, or counsel to any step in this process.
4. A grievance may be withdrawn at any time by the grievant.
5. Failure at any step of this procedure to request review of a decision within the specified time limits, including extensions, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure of the Association to communicate the decision on the grievance at any step within the time limits, including extensions, shall allow the grievant to proceed to the next step.
6. Regardless of the outcome of the grievance, no action adverse to the grievant will be taken by the Association for invoking this procedure.

**Presentation of Grievances:**

*Step One- Executive Director*

The grievant shall present their grievance in writing to the Executive Director with the object of resolving the matter. The submission shall clearly indicate that it is a grievance submitted pursuant to this section. This step shall be taken no later than thirty (30) working days after the occurrence giving rise to the grievance. The Executive Director shall schedule a meeting within ten (10) working days of the receipt of the written grievance. This meeting will consist of a discussion between the grievant and the Executive Director to attempt to resolve the grievance. Any resolution at this level shall be in accordance with the terms and conditions of this Agreement. The Executive Director shall provide a written response to the grievance within ten (10) working days from the grievance meeting.

*Step Two- Executive Council*

If the grievant (s) finds the outcome of Step One to be unsatisfactory, they shall submit an appeal at Step Two with the Executive Director within ten (10) working days from receipt of the Step One response. The Step Two appeal shall identify itself as a Step Two grievance appeal, and shall delineate what was unsatisfactory in the Step One response. The original grievance and the Step One response shall be attached to the Step Two appeal. The Executive Director shall bring the appeal to a closed session of the Executive Council as soon as possible. At that closed session meeting the grievant (and/or their union representative) shall present their appeal in whatever format they choose – in person or in writing. The Executive Council shall provide a written decision to the grievant twenty (20) working days of the closed session meeting where the grievance

appeal is heard or reviewed (if the submission is in writing).

***Step Three- Confidential Mediation (optional)***

1. The parties may, upon mutual agreement, enter into confidential mediation after the Step One decision is rendered by the Executive Council.
2. Grievance timelines and, where relevant, progressive sanctions timelines, will be suspended as necessary while the parties consider if they are able to enter into and arrange confidential mediation. This agreement to suspend timelines will be in writing.
3. All parties to the mediation shall agree in writing to engage in confidential mediation for a specific period of time; the time may be extended by mutual agreement of the parties.
4. All parties shall agree to suspend consideration of the grievance until such time as the mediation resolves the grievance or the period agreed to in subpart 3 concludes. If mediation does not resolve the grievance, timelines for filing the demand to arbitrate commence on the date specified in subpart 3 above.
5. The parties shall seek a mediator from the Federal Mediation and Conciliation Service. If a mediator is not available to commence mediation in a timely manner, the parties shall seek a mediator from the Oregon Mediation and Conciliation Service.
6. The costs of mediation, if selected, shall be borne equally by the parties. If either party chooses to participate in mediation with counsel, they shall bear cost of their own counsel.

## **XVII. IMPOSITION OF PROGRESSIVE SANCTIONS**

### **Section 1. Procedure for Imposition of Sanctions**

A sanction may be imposed if the Association has reason to warrant the action. The sanction shall be imposed within (30) working days of the Association's finding of reason.

The Association shall provide the Employee with the following information when imposing any sanction.

1. Clear description of the acts or omissions which have led to the sanction, including date(s), times(s) and place(s)

2. Clear explanation of the rule or standard of behavior that was violated
3. A description of what satisfactory performance or conduct would constitute

Following the imposition of a sanction less than discharge, the Employee may request guidance from the Association for a professional development plan intended to help the Employee meet the standards of satisfactory performance or conduct. The Association will provide a reasonable degree of guidance with the aim of helping the employee meet satisfactory standards.

### **XVIII. PERSONNEL FILES**

Only one file for each employee shall be kept. The employee shall be notified in writing when any material, other than normal administrative materials such as performance evaluations, is to be placed in the file. The Employee shall have the right to add material to the file relating to the Employee's qualifications and service. The Employee also shall be given the right to attach dissenting or explanatory material to any material contained in the file, and upon request, be given a copy of any material in the file.

### **XIX. LEAVES, VACATIONS AND HOLIDAYS**

#### **Section 1 Sick Leave**

Sick time shall be accrued by all employees at a rate of 8 hours' sick leave per month for a 1.0 FTE appointment. Employees below 1.0 FTE will accrue sick time prorated in proportion to their FTE.

Sick time should be scheduled as soon as possible. All employees are encouraged to stay home when sick and to use sick time for that purpose.

Sick leave with pay may be granted only for the following reasons: sickness or injury of the employee; physical, dental or mental consultation by professional personnel; sickness in the immediate family which requires the employee's presence at home; critical illness of immediate family; death in the immediate family.

For exempt employees, sick leave will be used in units no smaller than one-half (1/2) day.

Sick time remains the property of PSU-AAUP and is not payable upon termination of employment with PSU-AAUP.

#### **Section 2. Vacation Time**

Unless the employee's letter of offer specifies otherwise, after an employee who is on a contract for longer than nine (9) months has served for three (3) months in their position, accrued vacation can be scheduled and used. Earlier use of vacation is permitted only if agreed by the Association. Vacation must be scheduled and approved in advance. Only vacation that has been accrued can be scheduled. To request vacation leave, a written request for the time off should be sent to the Executive Director via e-mail as far in advance as possible.

Unless the employee's letter of offer specifies otherwise, the accrual rate at time of hire, for employees on a contract or longer than nine (9) months, is 15 hours' vacation per month for a 1.0 FTE appointment. Employees below 1.0 FTE on a contract or longer than nine (9) months will accrue vacation time prorated in proportion to their FTE. Unless the employee's letter of offer specifies otherwise, the maximum vacation leave that can be accrued is 180 hours for employees at 1.0 FTE on a contract or longer than nine (9) months, and shall be prorated for employees who are below 1.0 FTE. Unless the employee's letter of offer specifies otherwise, vacation earned up to 180 hours for a 1.0 FTE appointment, or the prorated rate if the appointment is below 1.0 FTE, is payable upon termination of employment with PSU-AAUP.

Employees who are hired on a time-limited appointment of less than nine (9) months but more than 120 calendar days shall accrue vacation at 15 hours per month (at 1.0 FTE, or prorated below 1.0 FTE) beginning at 120 calendar days from the first day of employment. After a time-limited employee has served for 120 calendar days in their position, vacation will begin accruing and accrued vacation can be scheduled and used. Vacation earned up to 40 hours for a 1.0 FTE time-limited appointment, or the prorated rate if the time-limited appointment is below 1.0 FTE, is payable upon termination of employment with PSU-AAUP.

### **Section 3      Holidays and Office Closures:**

The Association provides employees with paid holiday leave for days when Portland State University is closed due to a holiday, for inclement weather, or for any other reason, and on any other day designated as a holiday or closure by PSU-AAUP. The following occasions are recognized as holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and December 23 (or previous Friday if December 23 falls on a Saturday, or following Monday if December 23 falls on a Sunday) through New Year's Day (recognized) of each year. A paid holiday shall count as 8 hours for a 1.0 FTE appointment. Paid holidays are prorated for all appointments of less than 1.0 FTE.

#### **Section 4 Personal Days**

All employees who completed three (3) months of employment are eligible for personal days.

Employees on a contract longer than six (6) months days may use up to four (4) days per year for personal use. Personal days will be pro-rated for part-time employees. Personal Days are deducted from the employees earned sick bank.

#### **Section 5 Court Leave**

Full-time employees on contracts greater than nine (9) months will be paid regular salary or wage while serving on jury duty or as a witness in a court proceeding, less whatever amount such employee may receive as compensation for services as a juror or witness.

#### **Section 6 Unpaid Leave**

An unpaid leave of absence may be granted at the discretion of the Executive Director. The decision to grant the leave shall be based upon the Association's ability to meet its operational needs with the employee's absence. Sick and vacation time shall not be accrued during the leave period.

#### **Section 7 Bereavement Leave**

An employee working .5 FTE or more who is bereaved by the death of a close friend or family member will be granted up to three days paid funeral leave per year, which will be deducted from the employee's sick leave bank.

#### **Section 8 Maternity and Adoption Leave**

For purposes of sick leave use, complications related to pregnancy or childbirth will be considered as any other illness. Additionally, up to twelve (12) weeks of accrued sick leave can be used for normal childbirth or adoption, regardless of the gender of the employee, in order that acclimatization with the new family member can occur.

### **XX. HEALTHY, SAFE AND RESPECTFUL WORKPLACE**

1. The Association has an obligation to provide a working environment that is healthy, safe, and free of discrimination, harassment, inappropriate behavior, unprofessional behavior, taunting, bullying, hostility, humiliation, intimidation, violence or the threat of violence.

2. Should an employee find that the behavior of any person(s) with whom the employee needs to interact for their work, during the course of their work, compromises their rights under this Article the employee shall notify the Association pursuant to Association Policy -03 Code of Conduct.
3. Should an employee, in the course of their work, encounter health or safety hazards, the employee shall report said hazards to the Association. If there is a finding of a health or safety hazard after investigation, the Association shall consider either stopping the work assignment or modifying the assignment as needed to mitigate the hazard.
4. No employee shall be subject to discrimination or retaliation for filing a complaint or grievance, giving a statement, reporting a hazard or otherwise participating in processes related to the maintenance of a healthy, safe and respectful workplace.

#### **XXI. COMMUNICATIONS PROTOCOLS**

1. The Association is committed to member service, and that includes timely responses to PSU-AAUP member contacts.
2. All employees shall be assigned a PSU-AAUP email address and a PSU-AAUP phone number to retrieve voicemail messages. All PSU-AAUP member contact and PSU-AAUP business via email shall be conducted with the employee's assigned PSU-AAUP email account. All employment related matters between PSU-AAUP management and employees will be conducted using the employee's assigned PSU-AAUP email account. Employees shall monitor their PSU-AAUP email accounts when on duty daily.
3. The assigned PSU-AAUP e-mail account is the property of PSU-AAUP. Employees may occasional use their assigned PSU-AAUP email account for non-business purposes, but the employee understands that those communications are not private. Non-business communications should be done whenever possible during non-work time.
4. Employees shall respond to e-mails and phone calls from PSU-AAUP members on the same day as received, or within one (1) business day. The Executive Director shall be notified of any phone calls and/or emails from PSU-AAUP members that the employee is unable to respond to within one (1) business day. "Responding" includes leaving a voicemail message or sending a return e-mail, and/or making the attempt to schedule a time to talk, or meet.
5. On occasion, employees will receive phone messages or email messages in PSU-

AAUP general voicemail and email inboxes. Those messages will be transcribed and sent to employees as they come in. Employees shall treat those messages as if they were received directly from the PSU-AAUP member, or the person making contact, for the purposes of paragraph #4.

6. Employees shall treat email communications with PSU-AAUP members and non-members alike as formal written communications. All email communications shall be professional and properly represent the Association in accordance with its principles, policies, and agreements.
7. The Association shall monitor employee communications to ensure ongoing compliance with Association Communication Protocols, and to ensure members are being adequately served.

Modifications:

December 15, 2019 Article XIII, Section 2 CPI-U Index changed to West Region