



PORTLAND STATE UNIVERSITY

**American Association of
University Professors**

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

Association Policy – 12

Employment Policies and Procedures

Adopted February 9, 2017

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Purpose:

These policies and procedures establish guidelines for the hiring of staff and state the terms and 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:

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I. LETTERS OF OFFER

All employees will receive a letter of offer which, when signed, constitutes an employment contract. Employees are hired on an at-will basis for the initial 12 months of employment and may be terminated without cause during that period. After successfully completing their first 12 months of employment, employees may only be terminated in accordance with the process specified in Section IX (Probation and Discipline or if the Executive Council determines that staff reductions are necessary given the financial condition of the Association and in accordance with its fiduciary and employment authorities under the Constitution. Employees employed for a specified limited duration, and student interns, shall be considered at-will employees for the duration of their employment and may be terminated at any time without cause.

The Letters of Offer shall include 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. Exempt and non-exempt employees
 - a. Full-time 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 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 employee's lunch period.
2. Executive and Administrative Directors
- a. Directors are exempt employees and are generally expected to work a 40- hour work week. A workday is generally 8 ½ hours (which includes a 30- minute lunch)
 - b. Directors are expected to set their hours strategically and flex their hours as necessary on days when late or early activities are scheduled, in order to perform the duties of their position and meet their assigned goals.
3. Student Interns
- a. Student Interns are non-exempt employees.
 - b. 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.
 - c. 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 staff is expected to be onsite for in-person meetings and when requested.

Staff may work from home. The employee shall be expected to be responsive to email, phone calls, and requests by the Association for remote participation in impromptu or regularly scheduled meetings. Regardless, employees should be on-site at least twice per week during academic terms when in-person classes are in session. If the University administration institutes a campus-wide cancelation of in-person instruction, employees will not be expected to work on-site until in-person instruction resumes. Generally, staff follow the closure and inclement weather procedures of the University.

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) and 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 Executive Directors may sometimes experience workloads that necessitate work in excess of eight (8) hours per day. The general aim is that Executive Directors 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 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)

Time worked over 40 hours in a work week is overtime. No overtime is permitted without prior authorization. Overtime pay is 1.5 times the employee's regular hourly rate of pay. A work week begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. Non-exempt employees are expected to maintain timesheets 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 off 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 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 not participate in such outside groups during work time.

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

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 and does not compete with services offered by Association. Such work must be performed 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 President before undertaking 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 their job. Such materials will generally credit appropriate contributors. Employees named as contributors may not sell or assign any rights to such materials to others without the prior written permission of the Association

V. NON-DISCRIMINATION AND NON-HARASSMENT

1. 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.
2. The Association shall not discriminate on the basis of any employee's affiliation and/or participation in political or activist groups.
3. 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.
4. 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 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.
5. 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.
6. 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 any member of the PSU-AAUP Personnel Committee. Complaints of discrimination will be investigated by the Personnel Committee in a timely and impartial manner. In the case of a complaint against a member of the Personnel Committee, that member shall not participate in the investigation.

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 has not been endorsed 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. Evaluations 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 continue on an annual basis. Special evaluations, however, can be given at any time.
4. The “evaluation date” after the one-year probationary period- shall be the employee’s anniversary date of hire.
5. The evaluation shall include the following:
 - a. A self-evaluation
 - i. The President 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 assignments during the review period, and other areas of performance the employee deems relevant.
 - b. Input from member leaders
 - i. The Association President or the Personnel Committee 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, members of PSU-AAUP standing and ad hoc committees with whom the employee has worked, Unit Representatives, or other 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. The employee may also alert the Personnel Committee of any evaluators they feel may carry biases that would negatively affect the outcome of their evaluation.
 - ii. The Association shall use a standardized template for soliciting evaluations. All input used for an employee’s evaluation must follow the template form.

Employees will be provided with a copy of the template but shall not have access to the evaluations submitted to the Personnel Committee. Evaluations shall remain anonymous and will be kept on file with the Association.

- c. A face-to-face meeting with the Association President or Personnel Committee representative(s)
 - i. The Association President or Personnel Committee representative(s) shall schedule the face-to-face meeting within 10 working days of the evaluation date.
 - d. A written evaluation by the Personnel Committee
 - i. The Personnel Committee 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 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 a response to the evaluation or a request for reconsideration. The employee may also submit additional supporting materials at this time.
 - ii. The Personnel Committee shall review the request for reconsideration and the additional materials and provide a response to the employee within 15 working days.
6. 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 who apply by the advertised deadline, and who are qualified for the position, shall be interviewed.

IX. Probation and Discipline

- 1. Newly hired employees are subject to a one-year probation period, beginning on their date of hire. During this time, they may be terminated at the discretion of the Association

President and the Executive Council and shall not have recourse to the grievance process described in this section.

2. Employees who have successfully completed the probationary period shall only be disciplined or terminated for just cause. Employees may be disciplined for failure to perform adequately and misconduct in the workplace, including violations of Association Employment policies. Evidence to demonstrate just cause may include, but is not limited to, evidence of incompetence, gross inefficiency, and intentional or habitual neglect of duty.
3. The disciplinary actions available to the Association are written reprimand, suspension, and termination. Any discipline imposed must be progressive, and start with a written reprimand, except in cases where the performance issue or misconduct is so egregious that more severe discipline is warranted. Examples of egregious misconduct include, but are not limited to, theft, violence or threats of violence, discriminatory statements or actions, sexual harassment, and impairment due to the consumption of alcohol or the use of non-prescribed drugs.
4. The Association shall, give the employee at least ten (10) working days' written notice of the proposed discipline. This advance notice is not required in cases where the employee poses an immediate and serious threat to the safety of others or to the property or work of the Association.
5. The Association shall provide the Employee with the following information when imposing any sanction:
 - a. Clear description of the acts or omissions which have led to the sanction, including date(s), times(s), and place(s);
 - b. Clear explanation of the rule or standard of behavior that was violated; and
 - c. A description of what would constitute satisfactory performance or conduct.
6. 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.
7. In cases of potential suspension or termination, the employee may be placed on paid administrative leave, at the discretion of the Association, pending the outcome of an investigation. Should the Association wish to conduct an investigatory meeting with an employee, that employee has the right to have a fellow employee of their choice accompany them to the meeting.
8. Discipline shall be imposed by written notice, which shall include the effective date of the

discipline and describe the specific incidents or causes that led to the discipline. Once discipline has been imposed the employee has the right to pursue the grievance process.

X. Grievances

General Provisions:

1. The Association believes that creating an environment where open and honest communication can take place is a key to success and is 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, counsel, or fellow employee serving as personal representative to any grievance meeting or mediation session. The employee shall advise the Association President in advance if they plan to bring a witness, counsel, or personal representative 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.
7. At any step in the process the Association may reduce or rescind the discipline, in which case the employee shall be made whole for any loss of income and benefits experienced due to the initial discipline.

Step One - Personnel Committee

The grievant shall present their grievance in writing to the Personnel Committee with the objective of resolving the matter. The grievance must be filed no later than thirty (30) working days after the occurrence giving rise to the grievance. The Committee shall schedule a meeting within ten (10) working days of the receipt of the written grievance to discuss the matter and attempt to resolve the grievance. The Committee shall provide a written response to the grievance within ten (10) working days from the grievance meeting.

Step Two - Executive Council

1. If the grievant(s) finds the outcome of Step One to be unsatisfactory, they shall submit an appeal at Step Two with the Executive Council within ten (10) working days of receipt of the Step One response. The Step Two appeal shall delineate what was unsatisfactory in the Step One response.
2. The Executive Council shall consider the grievance during closed session within ten (10) days of receipt. At that closed session, the grievant (and/or their counsel or personal representative) shall present their grievance orally and/or in writing. The grievance shall be granted by a majority vote of the Executive Council (or a tie). The Executive Council shall provide a written decision to the grievant within ten (10) working days of the closed session.

Step Three - Confidential Mediation (optional)

1. The employee and the Association may, upon mutual agreement, enter into confidential mediation after the Step One decision is rendered by the Personnel Committee.
2. Grievance timelines and, where relevant, progressive sanctions timelines, will be suspended as necessary while the parties consider if they are willing to enter into and arrange for mediation. This agreement to suspend timelines will be in writing.
3. 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.
4. 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.
5. 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.

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.

XI. 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.

XII. REIMBURSEMENT FOR EXPENSES

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

Section 1. Vehicle Use Reimbursement

Vehicle use that is pre-approved by the President for Association business will be reimbursed at the IRS mileage rate posted at 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 submitted in accordance with Association policy.

XIII. REQUIRED REPORTS

1. When requested, all employees shall advise the President of their arrival and departure from work via email or other approved form of communication.
2. All employees shall record the scheduling of all meetings on their designated calendar. This includes the scheduling of all vacation or other leaves.
3. Non-exempt employees shall use and submit a timesheet.

XIV. COMPENSATION AND CLASSIFICATION

Section 1. Job Descriptions

The Executive Council shall approve all job descriptions and all compensation details prior to a letter of offer. The Executive Council 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 year-over-year

change in CPI-U for the West Region. COLAs shall be effective 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 is satisfactory or better 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 every January 1st after the anniversary date of the first year of employment.

Section 4. Merit Increases

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

Section 5. Payroll Frequency

Pay periods are the first day of the month through the last day of the month. The Association shall direct deposit paychecks to the employee's designated financial institutions on or about the 15th of the month following the end of the pay period; if the 15th or last day of the month fall on a weekend or a holiday, pay will be deposited on the preceding business day.

Section 6. Honoraria

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

XV. BENEFITS

1. Excluding Student Interns, those employed at 0.625 FTE (25 hours/week) or above for 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. Employees are 100% vested upon enrollment in the plan.
 - b. *Health, Dental and Vision Insurance.* Employees and their family are provided health, dental and vision coverage. The insurance premium is fully paid by PSU-AAUP. Coverage begins on the first day of employment.
 - c. *Healthcare Reimbursement Account.* Employees may enroll in 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 \$2,100 per year for expenses that meet the criteria of IRS Section 105 and are not covered by primary insurance in paragraph (b). Coverage begins on the first day of employment.

- d. *Short- and Long-Term Disability.* Employees are provided Short- and Long-Term Disability insurance. The insurance premium is fully paid by PSU-AAUP. 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. . The insurance premium is fully paid by PSU-AAUP. Coverage beyond \$100,000 may be added at the employee's expense. 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.
 - i. Association employees will receive a PSU Staff ID card providing them with access to PSU facilities and its wireless network.
 - ii. Association employees will be provided with TriMet transit passes that are available to PSU employees for purchase at a discounted rate. The Association will subsidize the entirety of the discounted purchase price.
 - iii. These privileges begin on the first day of employment.
2. Excluding Student Interns, those employed at or above 0.5 FTE (20 hours/week), but less than 0.625 FTE (25 hours/week), for more than thirty (30) days shall be provided with the following benefits as defined in Section 1 above:
- a. *Retirement*
 - b. *Life and Accidental Death and Dismemberment Insurance*
 - c. *PSU Employee and TriMet Privileges*
3. Excluding Student Interns, those employed at or above 0.25 FTE (10 hours/week), but less than 0.5 FTE (20 hours/week), for more than thirty (30) days shall be provided with the following benefits:
- a. *Retirement.* 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. Employees are 100% vested upon enrollment in the plan.
 - b. *PSU Employee and TriMet Privileges* as defined in Section 1 above.
4. Excluding Student Interns, those employed below 0.25 FTE (10 hours/week) for more than thirty (30) days shall be provided with the following benefits:

- a. *Retirement* as defined in Section 3 above.
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 while working or an illness that may be job-related must be reported immediately to your supervisor. Details of the incident should be promptly documented.
6. Members of the bargaining unit may, on occasion, receive financial compensation for project work on behalf of the Association. Members of the bargaining unit are not eligible for benefits paid by the Association.

XVI. PROFESSIONAL DEVELOPMENT

1. Those employed at 0.5 FTE (20 hours/week) or above shall be eligible for professional development support once they have successfully completed their 6-month evaluation. The Association will deposit \$500 into each 1.0 FTE employee's Professional Development Account (PDA). Those employed at less than 1.0 FTE will receive a prorated amount.
2. Professional development funds are intended to allow the employee to participate in opportunities that will enhance their ability to perform the duties of the position they currently occupy. Eligible uses of these funds include, but are not limited to:
 - a. Conference or course fees and required materials
 - b. Travel costs to conferences and professional meetings
 - c. Membership in professional organizations
3. Unused funds may be rolled over unused for up to 4 years. Monies left in the account after 4 years will be forfeit.
4. The time required for employees to participate in opportunities approved for professional development support shall be considered work time for the Association.
5. Costs incurred over the amount of the professional development funds must be approved in advance and will be handled on a case-by-case basis.
6. The Association may require employees to participate in trainings, conferences, or events as part of their work duties. Employees shall not be required to expend their professional development funds for such purposes.

XVII. 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.

XVIII. Leaves, Vacations, and Holidays

Section 1. Sick Leave

1. 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.
2. Sick time should be scheduled in advance when possible. When unforeseeable, employees should notify their supervisor before the start of the scheduled work shift, or as soon as practicable.
3. Unpaid sick time, or accrued sick leave balances when available, may be used for the following qualifying absences:
 - a. For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or need for preventive medical or dental care.
 - b. For care of a family member with a mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or need for preventive medical or dental care.
 - c. For any qualifying purpose under the federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), or the Oregon Paid Family and Medical Leave (PFML) statute and regulations.
 - d. Family members include the employee's spouse, domestic partner, child, parent, sibling, grandparent, grandchild, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
4. Sick time is not payable upon termination of employment with PSU-AAUP.

Section 2. Paid Family and Medical Leave

1. Employees are eligible for paid family and leave medical through the State of Oregon's Paid Family and Medical Leave Insurance (PFMLI) program.
2. Employees are eligible for up to 12 weeks paid leave annually for:
 - a. Medical leave: a serious health condition that prevents them from working;
 - b. Family leave: to care for a child during the first year after birth, adoption, or foster care placement; or to care for a family member who has a serious health condition. Family member is defined as in Section 1, paragraph 3(d) above.
 - c. Safe leave: to seek medical treatment, recovery from injuries, legal or law enforcement assistance, victim services, or relocation to ensure the safety of the employee, or the employee's minor dependent, due to domestic violence, harassment, sexual assault, or stalking.
3. PFMLI benefits may be extended to 14 weeks for work limitations related to pregnancy, childbirth, or a related medical condition, including lactation.
4. PFMLI weekly benefits are calculated as:
 - a. 100% of the State Average Weekly Wage (SAWW) if the employee's weekly wage is 65% or less of the SAWW;
 - b. Or, if the employee earns more than 65% of the SAWW, then 65% of SAWW plus 50% of the employee's weekly wage above 65% of the SAWW;
 - c. Not to exceed 120% of the SAWW.
5. PFMLI benefits are funded by premium payments equal to 1% of employee salaries up to \$132,900/year. No less than 40% of the premium is payable by the Association and no more than 60% of the premium is payable by the employee through a monthly payroll tax.
6. The Association shall supplement PFMLI benefits as follows:
 - a. The Association shall pay the entire 1% premium.
 - b. Employees are eligible for up to 24 weeks of paid leave each year.
 - c. Employees may use accrued sick time pay to make up some or all of the difference between weekly PMFLI benefits and the employee's full weekly salary.
 - d. For employees whose use of accrued sick time pay is insufficient to supplement PFMLI benefits to full salary, the Association shall make up the difference through compensation.

Section 3. Vacation Time

Unless the employee's letter of offer specifies otherwise, vacation time is available as follows:

1. An employee who is hired on a year-round basis may schedule and use vacation time as it is accrued. Earlier use of vacation is permitted if agreed by the Association. Vacation must be scheduled and approved in advance by the Association President.
2. Employees accrue vacation time as follows:
 - a. A 1.0 FTE employee who is hired on a year-round-basis accrues 15 hours of vacation per month, beginning the first month of employment.
 - b. A 1.0 FTE employee who is hired on a time-limited basis of more than four (4), months but less than nine (9) months, accrues 15 hours of vacation per month after four (4) months of employment.
 - c. Employees below 1.0 FTE accrue vacation time on a prorated basis.
3. Maximum vacation time accruals are as follows:
 - a. A 1.0 FTE employee who is hired on a year-round basis may accrue a maximum of 180 hours of vacation time.

- b. A 1.0 FTE employee who is hired on a time-limited basis of more than four (4), months but less than nine (9) months, may accrue a maximum of 40 hours of vacation time.
 - c. Maximum accruals are prorated for employees who are below 1.0 FTE.
- 4. Unused accrued vacation time is payable upon termination of employment with PSU-AAUP.

Section 3. Holidays and Office Closures:

- 1. 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.
- 2. The following occasions are recognized as holidays:
 - a. Martin Luther King Jr. Day
 - b. Memorial Day
 - c. Juneteenth
 - d. Independence Day
 - e. Labor Day
 - f. Veteran's Day
 - g. Thanksgiving Day and the following day
 - h. December 23 (previous Friday if December 23 falls on a Saturday; following Monday if December 23 falls on a Sunday) through New Year's Day (recognized).
- 3. A paid holiday for a 1.0 FTE employee shall count as 8 hours, prorated for those employed at less than 1.0 FTE.

Section 4. Personal Days

- 1. Those who have completed three (3) months of employment at 1.0 FTE are eligible for unpaid personal days.
- 2. Those who have completed six (6) months of employment at 1.0 FTE may use up to four (4) accrued sick days as paid personal days each year.
- 3. Personal days will be pro-rated for part-time employees.

Section 5. Court Leave

Full-time, year-round employees will be paid a regular salary or wages 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 President. 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

1. Those employed at 0.5 FTE or more may take up to two weeks in a one-year period to grieve, attend the funeral, or make arrangement necessitated by the death of a family member, as defined in Section 1, paragraph 3(d).
2. Employees may use accrued sick time for bereavement leave.

XIX. HEALTHY AND SAFE WORKPLACE

1. 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.
2. 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 and safe workplace.

XX. 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.
3. The assigned PSU-AAUP e-mail account is the property of PSU-AAUP. Employees may occasionally 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 within one (1) business day whenever possible. When not possible, these phone calls and/or email from PSU-AAUP members shall be brought to the attention of the President. Voicemails or email received in the general Association inboxes, but forwarded to a particular employee, shall be handled similarly. "Responding" includes leaving a

voicemail message, sending a return e-mail, and/or making some other attempt to schedule a time to talk or meet.

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

Revisions:

February 9, 2017	Original
December 15, 2019	Article XIII, Section 2 CPI-U Index changed to West Region
January 20, 2022	Article XIV, Section 1 Changes to FTE employment status from .75 (30 hours/week) to .625 (25 hours/week). Article XIV, Section 2 Changes to less than FTE status: less than 0.75 (30 hours/week) to 0.625 (25 hours/week).
August 25, 2023	Article I Added a sentence that speaks to financial exigency. Article IX, 1. Addition of one-year probation period. Section 2 Addition of just cause language; Article X Grievance processes that include the personnel committee; Article XVIII, Section 2 Addition of paid family leave;