Collective Bargaining Agreement

with

Portland State University Chapter,
American Association of University Professors

and

Portland State University
Portland, Oregon

For the Period
September 1, 2007 through August 31, 2009

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Collective Bargaining Agreement with
PSU Chapter, 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 the State of Oregon, acting by and through the Oregon University System on behalf of 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 and/or the Oregon State Board of Higher Education 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. "Meet," "confer," "consult" mean listen, communicate, enter into dialogue.

9. Pronouns of masculine, feminine, or neuter gender imply each other.

10. The singular includes the plural.

11. "ERB" means the Employment Relations Board of the State of Oregon.

12. "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 Administrative Rules, 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.

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.

(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.

(c) Once each academic term, the University shall provide the Association with a data file concerning all members of the bargaining unit which contains: name, nine-digit ID number, current email address, and current campus phone number. The data file shall be provided by the last day of the month in November, February, April, and July, with the preliminary report by the last day of October.

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.

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 effective date of the termination.

Section 8. 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 responsible for complying with Sections 1 through 7 of this Article.

Section 9. 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.

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. If mutually agreeable, the parties may meet to discuss employment matters.

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 and approved by the University, 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 member to cancel the authorization. The University will, by the fifteenth (15th) 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. FAIR SHARE

The University recognizes the positive Fair Share election among members of the bargaining unit. The Office of Human Resources of the University shall be responsible for notifying payroll each month of new bargaining unit members eligible for fair share dues, and of bargaining unit members who have been removed from the unit and the reason for the removal.

The University will automatically begin deducting fair share dues from new bargaining unit members' paychecks from the date of hire and will automatically discontinue deducting fair share dues from the date of removal from the unit or at the time the member elects to pay regular dues.

Fair share dues are based on a percentage of full Association dues that are chargeable to fair share members, which is computed for each academic year by the Association. The chargeable percentage will be provided by the Association to the University by August 1 of each academic year. The new Fair Share percentage to be charged becomes effective with the September payroll each year. The amount of monthly fair share dues will be automatically calculated and deducted by the University using the following formulae. Faculty on nine- (9) month academic year appointments have fair share dues deducted over the ten months (September - June) that they receive pay. Dues will be prorated in September and June. Faculty on twelve- (12) month appointments have dues deducted in each of the twelve months that they receive pay.

Formula A: The formula for calculating indefinite tenured faculty members' monthly fair share dues is 0.0075 times the member's annual FTE, times the member's annual salary rate, divided by the number of months of the faculty member's term of service (9 or 12), times the chargeable percentage.

Formula B: The formula for calculating nontenured faculty members' monthly fair share dues is 0.00375 times the member's annual FTE, times the member's annual salary rate, divided by the number of months of the faculty member's term of service (9 or 12), times the chargeable percentage.

Summer Formula: Nine-month faculty members who receive pay for work during the Summer Session will have fair share dues deducted from their pay using the appropriate percentage as defined above, multiplied by the amount paid each month during the Summer Session, multiplied by the chargeable percentage.

After nontenured faculty have completed four years under Formula B, fair share dues are then calculated using Formula A. The Association will notify payroll when a fair share member is moving from fair share dues calculation using Formula B to fair share dues calculations using Formula A. Rights of nonassociation employees based on religious tenets or conscientious objections shall be protected. Religious objectors shall pay the fair share amount to a nonreligious charity in accordance with the applicable procedures in ORS 243.666.

By January 1, 2008, the University shall code fair share dues deduction under the Deductions category of the employee Earnings statement as "AAUP Union Fair Share Deductions." Additionally, the University shall code full member dues as "AAUP Union Membership Dues."

Conscientious objection to fair share payments must be made in writing to the President of the Association. The objector must submit, in two copies, an affidavit in the form displayed in Appendix A of this Agreement. Upon receipt of this affidavit, the President of the Association shall forward, within ten (10) days, one copy of it to the Office of Human Resources. From the date of receipt of the affidavit, the University shall continue to deduct the equivalent of fair share payments, but shall make payments through the University Foundation to the Peter Nicholls Scholarship (Account #2319312) or another restricted scholarship account specified by the objector.

Article 11. RELEASED TIME

Up to seven (7) members of the Association may be released from all duties not directly related to teaching and scholarly endeavor for the academic years within this Agreement for the purpose of preparing and participating in the negotiation of a successor Agreement.

In the case of nonteaching members of the Association, release time shall be sufficient to permit the member to prepare and participate in negotiations, in a manner similar to members with teaching and scholarly responsibilities.

Up to three (3) members whom the Association designates shall be released from one-third (1/3) of their regular job duties in order to fulfill Association duties related to this bargaining unit during the academic years within this Agreement. The Association agrees to reimburse the University for the actual salary replacement cost.

Released time of up to six (6) academic courses shall be available for distribution to Association members during the academic year for service that is performed for the mutual benefit of the Association and the University, as follows:

1. The University will provide funding for released time for up to three (3) academic courses. The Association may reimburse the University for up to three (3) additional courses at the instructor rate per credit hour.

2. 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, except as provided herein. Said notification shall include the name of the faculty 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 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 recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the protection of the principles of academic freedom, as defined in OAR 580-022-0005.

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 Oregon University System IMD 1.120 through 1.126.

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.

Section 4. As required by OAR 580-021-0010, "Consultative Procedures," faculty, department heads, 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 that do not have guidelines for faculty participation in decisions concerning hiring of faculty will establish written guidelines by January 1, 2001.

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 nonmembership 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 as adopted in a motion on June 12, 1996, by the Faculty Senate, which specifies the means of implementation of OAR 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. Bargaining unit members hired before September 1, 1996, may choose to be considered for promotion or tenure under the guidelines effective in the 1990-91 academic year until September 1, 2001.

Section 3. The University reserves its rights to alter, amend, modify, and make additions or deletions to the University guidelines and Oregon Administrative Rules 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 4. 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 Oregon Administrative Rules 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 5. 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 6. 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; the Library; and the Counseling Center.

Article 15.

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

Article 16. INSTITUTIONAL CAREER SUPPORT/PEER REVIEW

Preamble. Recognizing the traditional and current importance of tenure as protection of the exercise of academic freedom, and recognizing the importance of competent teaching, research and community service, the following Institutional Career Support/Peer Review plans have been agreed upon.

Section 1. Objectives. The intent of the Institutional Career Support/Peer Review process is to promote and sustain high standards of performance and professional development for all unit members holding tenured positions at Portland State University, regardless of their particular function.

The following are specific purposes addressed by this plan:

(a) To provide a positive and systematic process for career review and development planning, involving the member and a supportive group of peers.

(b) To provide institutional support for the realization of a mutually agreed upon professional development plan. Career review and planning will center on the individual's particular past and desired future contributions to the member's academic unit.

(c) To assure a balance between the personal commitment to specific goals on the part of the member, the institutional support necessary to help achieve these professional goals, and the goals of the relevant department as formulated by its faculty.

(d) To provide recognition for demonstrated high standards of professional, institutional, and public service.

Section 2. Review Committee.

(a) Each member holding tenure shall be assigned a review committee, normally composed of three (3) persons, whose responsibilities are set forth in Section 3 below. The faculty of each department (or other appropriate unit) shall adopt formal procedures for the selection of members of these committees. These procedures must be published and distributed to all members of the organizational unit to which they apply. They must also be filed and approved in the Office of Academic Affairs as part of the departmental guidelines.

(b) Members of review committees may be persons outside the department, and when appropriate, qualified persons outside the University.

(c) Alterations in the foregoing procedures may be necessary due to the special problems of small departments, of persons holding appointments in more than one department, etc. Such alterations shall be made in consultation with the Provost.

Section 3. Procedures and Committee Responsibilities.

(a) Each tenured member eligible for review according to a departmental schedule shall first meet with the assigned review committee for an informal discussion concerning the member's work, professional needs, difficulties, and goals for future professional development. To promote maximum candor, no record of the substance of this meeting will be kept, and the discussion will be regarded as confidential. Prior to this first meeting, the member will furnish the committee a current resume and a narrative review of the member's past professional achievements and plans for the future.

(b) If the faculty member being reviewed believes that additional institution support is important to his/her continued professional growth he/she will notify the committee of this in writing within one (1) week of the meeting in Subsection (a) of this article. If the committee does not receive such notification it shall meet within two (2) weeks to determine on the basis of the faculty member's past record and future plans whether procedures in Subsections (c) through (h) of this article would, in their opinion, be beneficial. They shall inform the faculty member of their decision within one (1) week.

(c) If the faculty member has informed his/her committee of his/her need for additional support, or if the committee has determined that procedures in Subsections (c) through (h) of this article should be followed, then the committee shall notify the department chair that a professional development plan will be forthcoming. This notification shall reach the department head no later than December 1 of the year of the review.

(d) If the department chair has been notified that a professional development plan will be presented, then by January 15 the individual under review will give the committee a brief written plan for professional activities and development over a specified period of years.

(e) After the review committee has received the plan in Subsection (c) above, it shall meet again with the individual to determine jointly a formal development plan and what reasonable special institutional support may be necessary to carry out the plan. This joint recommendation shall be sent to the department chair no later than February 15 of the year of eligibility. The department chair will forward the joint recommendation to the appropriate school or college office by March 1. The school or college office will forward the joint recommendation with an attached evaluation to the Office of Academic Affairs by March 15. The Office of Academic Affairs shall notify the faculty member being reviewed by April 1 whether the institutional support requested in his plan will be provided. If the support required to carry out the plan is not provided, the individual will not be held responsible for failure to complete the plan. In this circumstance, the committee and the faculty member will determine jointly whether an alternative plan is feasible.

(f) During the period covered by the plan, the review committee, the department chair, the dean, and other persons able to provide help shall be available to the individual to provide all possible assistance, consultation, and advice. The person being reviewed will keep in touch with the assigned committee concerning progress made towards reaching the goals of the plan. Since, by its very nature, scholarly and creative work is unpredictable, an individual shall be free at any time to propose to alter, revise, supplement, or abandon a particular plan for professional development. The member should, however, obtain approval for any such change from the assigned review committee and department chair.

(g) At the end of the period covered by the professional development plan, the individual shall present the results or accomplishments of the plan to the review committee and other interested persons including the department chair, in the most appropriate fashion.

(h) If, in the judgment of the majority of the review committee, the professional development plan has been successfully concluded, the review committee shall so inform the individual being reviewed and the department chair in a statement signed by the members of the committee. A minority report of the committee may accompany this statement. A copy of the complete statements shall also be sent to the appropriate departmental committees dealing with pay and promotion. Based on its evaluation of the work done, the review committee may, at its discretion, include in its report specific recommendations to the department chair or appropriate departmental committees concerning promotion, merit pay, etc.

(i) If, on the other hand, the committee finds that the proposed professional development plan has not been completed within the period agreed upon, it shall present to the individual written suggestions outlining how the situation may reasonably be remedied. The committee shall not report such action to the department chair or to departmental committees until the individual in question has had a reasonable opportunity [within one (1) academic term] to discuss the committee's suggestions and possible alternatives with the committee.

Section 4. Frequency of Peer Review. Reviews will normally take place every three (3) years with scheduling to be at departmental discretion. They may take place more often at the request of an individual or at the end of a planned period of professional activities and development, as determined jointly by the individual and the assigned committee. If a faculty member has indicated a definite retirement date, no review will take place within a three- (3) year period immediately preceding his date, unless it has been recommended by the committee as a result of a previous review or unless the faculty member requests it.

Section 5. Rewards. It will be the responsibility of the departmental Promotion, Tenure, and Salary Committee(s) and/or the department chair, the appropriate dean, the Provost, and the President to ensure that the promotion/merit reward system be maintained and supported so as to provide recognition for excellence. In addition, the University agrees to establish a career support fund in the amount of $50,000 per year during the term of this Agreement for the purpose of supporting development plans consistent with this Article.

Section 6. Additional Provisions.

(a) Nothing in this article shall be used to limit the freedom of a member to do the research, or the scholarly or creative work of the member's choice; or to carry out this work in a manner the member regards as appropriate.

(b) Refusal of a tenured professor to present a plan for professional development to the assigned review committee or to otherwise cooperate with the committee [see Section 3 above] shall not be used as prima facie evidence of failure to perform academic responsibilities.

(c) No plan for professional development shall commit a member to an activity over which the member does not have substantial control [e.g., a plan may call for writing a book, but not for publishing it].

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 type of leaves, awards, grants, and contracts for which Academic Professional faculty are eligible. This chart will be included in the Office of Human Resources website and in this Agreement as Appendix F (Available Faculty Awards, Rewards, and Leaves).

(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 the Oregon University System, Academic Professionals have career development leave available to them as leave without pay, as provided for in OAR 580-021-0029. Sabbatical leave normally applies only to instructional ranks; for other unclassified employees, special permission for exceptional cases is required, as provided for in OAR 580-021-0200.

Section 3. Description of Structure

(a) Structure of the System—Academic Professional positions are grouped into the following job families based upon the job responsibilities involved:

- Program Administrator—Levels 1, 2, 3
- Advisor/Counselor—Levels 1, 2
- Instructional Specialist—Levels 1, 2
- Healthcare Professional—
  Psychologist; Clinical Social Worker; Psychology Resident, Physician; Dentist
- Educational Technology Specialist
- Attorney

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 in the Office of Human Resources and on their website are copies of the "Academic Professional Job Families" dated July 1, 2002.

(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. Requests for Review of a Position's Placement

(a) Supervisors of Academic Professionals may request a review of a position's placement in a job family and/or level by submitting a written request to the Office of Human Resources.

(b) An Academic Professional may request a review of his/her job family and/or level in which his/her position is placed. The Academic Professional shall first meet with his/her supervisor regarding the request for review. Following this meeting, an Academic Professional may submit a written request for review of his/her 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 his/her 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.

(c) An Academic Professional may appeal the results of the review of his/her 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 his/her supervisor. Should a decision from the above review and appeal process result in the placement of the position in a job family 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.

(d) 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 members who are represented by the Association. The Association will provide the University with a list of five represented faculty from which the University will select two to be members of the committee to serve for the term of this Agreement.

The decision on the appeal made by the Associate Vice President for Human Resources shall be communicated in writing to the Academic Professional, to his/her supervisor, and to the Association within fifteen (15) 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, he/she 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.

(e) Should a decision from the above review and appeal process result in the placement of the position in a job family and/or level with a lower pay range, the Academic Professional's salary will not decrease.

(f) Should a decision from the above review and appeal process result in the placement of the position in a job family 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 family and/or level to which his/her position is assigned.

(g) 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) Unless their Notice of Appointment letters indicate that the appointment is time-limited, Academic Professionals will be appointed on an indefinite basis. They shall be entitled to the following schedule of notice of termination of their position:

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 service at the University as an Academic Professional.

Time-limited appointments shall not be used outside of grant or contract funding without a specific underlying limit on the funding of the position, or a leave replacement, or to fill a vacancy pending a search, or the written agreement of the Association.

(b) 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 his/her 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.

- In-range advancement provides progression within the salary range based upon the annual performance evaluation. A minimum requirement for in-range advancement is a performance evaluation rating which is above satisfactory. The salary that results from an in-range advancement may not exceed the salary range maximum, except as provided in Article 30 (SALARY), Section 5.

(c) Academic Professionals who have not received an in-range advancement for three consecutive years may request within thirty (30) calendar days after the third-year notification an extended professional development plan from their supervisor. The supervisor will send a copy of this plan to the relevant dean or vice provost, the Associate Vice President for Human Resources, and the Provost, or other relevant vice president. The Association will receive notification that this process has been implemented. This article will only be applicable in cases when in-range advances are in affect as per Article 30 (SALARY).

Section 6. Salary Range Structure Movement

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).

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. 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.

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 his/her 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.

Article 18. FIXED-TERM 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 fixed-term instructional and research faculty, the need for continuity of services, and the benefits that follow from the employment of fixed-term term instructional and research faculty in commitment to the institution, to strong programs, to consistent advising, and to retention. Fixed-term faculty are ensured the inherent rights of academic freedom and they recognize the accompanying responsibilities.

(c) Definition of Fixed-Term Faculty. Fixed-term faculty are faculty 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. Appointments are for a specific period of time, as set out in the notice of appointment.

Section 2. Appointments

(a) The University and the Association recognize that fixed-term 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 fixed-term appointments. For fixed-term instructional appointments, 1.00 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 fixed-term faculty member's workload without a reduction in instructional load. Assigned university/community /professional service and instructional work shall not exceed ten percent (10%) of a fixed-term research faculty member's workload without a reduction in the research load.

(c) The template letter of offer will include a position description. Taken together, a letter of offer and position description for fixed-term instructional and research appointments will include the following information: appointment start and end dates, 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) 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.

(d) The University will direct departments to complete letters of offer and position descriptions at least 30 days prior to the first day of classes for the initial term of employment of any fixed-term instructional faculty member so that employment documents are forwarded to the Office of Human Resources according to the published payroll deadline schedule.

Section 3. Reviews of fixed-term instructional and research faculty

(a) Each Department/Academic Unit shall establish and maintain guidelines for review of fixed-term instructional and research faculty bargaining unit members. Guidelines must be reviewed and approved by the respective dean and the Provost.

1. Each department shall identify the departmental committee responsible for the review of fixed-term instructional and research faculty. Departmental guidelines shall provide for the appointment of at least one fixed-term faculty member to the departmental committee charged with review under this article. A fixed-term faculty member so appointed may be elected by the department or appointed by the department chair as outlined in the department's guidelines.
2. In the case of fixed-term research faculty whose salary is completely grant-funded, the Principal Investigator(s) for the grant providing the funding and one fixed-term research faculty bargaining unit member may serve in place of the review committee.
3. Departmental procedures shall provide a variety of evidence to be used in the review of fixed-term instructional or research faculty. Departments will require a personal narrative or self-evaluation and an annual report of relevant activities. For fixed-term instructional faculty, departmental guidelines shall include the review of quantitative summaries of student evaluations of teaching and narrative reviews by departmental or other appropriate faculty of teaching materials and course materials. For research faculty, departmental guidelines shall provide for narrative review by the principal research supervisor. A fixed-term faculty member under review may submit to the review committee other materials which the faculty member considers to be relevant.
4. Departmental procedures shall include review of other responsibilities in university and professional service as described in the position description. Departmental committees are expected to identify areas of strength and areas needing further development for each fixed-term faculty member reviewed as appropriate.
5. Review committees shall forward their recommendations to the department chair.

6. During the first six (6) annual appointments, a fixed-term faculty member shall be reviewed each year. Departmental reviews of fixed-term faculty with more than six (6) years of continuous service who have undergone a successful sixth-year review for multi-year appointment eligibility shall be completed at least once every three (3) years.
7. For any fixed-term faculty member on an annual appointment, review must be completed by March 15. For any fixed-term faculty member on a multi-year appointment, review must be completed by June 15 of the first year of a multi-year appointment.

(b) During the sixth (6th) year of continuous service, fixed-term faculty shall be reviewed for eligibility for multi-year appointments. The faculty member may choose to defer this review. Upon successful review, the fixed-term faculty member shall be eligible and shall be considered for a multi-year appointment.

(c) The University, at its discretion, may offer any fixed-term faculty member a multi-year appointment with the understanding that the review procedures based on the number of years of continuous service described above continue to apply.

(d) Fixed-term faculty who are eligible and wish to be reviewed for promotion will be reviewed under departmental and University guidelines as described in Article 14 (PROMOTION AND TENURE) and this Section. This review would be in lieu of the review described in Section 3(a). One of the rewards of positive review for promotion will be automatic eligibility for consideration for multi-year appointments.

(e) Departments/academic units shall establish guidelines and criteria for promotion from Instructor to Senior Instructor and Senior Instructor to Assistant Professor by January 1, 2005. In no case shall the development of guidelines and criteria for promotion of fixed-term instructional and research bargaining unit members be the sole responsibility of a single administrator; except under extraordinary circumstances, guidelines should be developed by an elected committee including fixed-term instructional and/or research bargaining unit members. Guidelines must be reviewed and approved by the appropriate dean and the Provost.

(f) For an individual fixed-term instructional or research faculty member, eligibility for multi-year appointments, once established, shall be continuous, unless there is a break in service and/or termination occurs. For the purpose of this article, approved sabbatical leave and professional development leave without pay are not considered breaks in service.

Section 4. Seniority Status

(a) The University and the Association agree that completion of six (6) or more years of full-time continuous service constitutes seniority for a fixed-term faculty member. Given consistent programmatic/curriculum needs, departments shall first offer fixed-term appointments to qualified fixed-term faculty with seniority.

(b) The University commits to send letters of offer no later than June 15th of each year to fixed-term instructional faculty members that (1) the University intends to continue to employ, and (2) have achieved seniority status with at least ten (10) years of continuous service.

(c) Upon request, the fixed-term faculty member with seniority must be considered for professional development leave without pay with the right to return. This seniority standard does not prohibit

fixed-term faculty members from applying for earlier leaves or sabbatical leaves [as defined in Article 33 (SABBATICAL LEAVES)].

Section 5. The University will publish a chart including but not limited to the types of leaves, awards, grants, and appointments for which fixed-term faculty are eligible. This chart will be included in the ABC's of PSU, the Office of Human Resources web site, and the appendices to the collective bargaining agreement.

Section 6. The University agrees to place a minimum of 30 percent (30%) of fixed-term instructional and research faculty with seniority status on multi-year appointments beginning September 15, 2004. Appointment decisions should consider years of continuous service.

Section 7. Nothing in Article 18 shall be construed as superceding Article 22 (RETRENCHMENT).

Article 19. PROFESSIONAL DEVELOPMENT AND SUPPORT

Section 1. The University recognizes that adequate supporting services are necessary for effective scholarship. Faculty are encouraged to participate in activities that enhance their professional development.

(a) In order to support scholarship and professional development the University shall fund a multifaceted Development Program that reflects both the need for bargaining unit members to fulfill the tasks of scholarly and scientific research, writing, and teaching, and also to fulfill the mission of the University. All bargaining unit members, whether in fixed-term, tenure-track, or tenured appointments, shall be eligible to apply for and receive funds through this program.

(b) The Faculty Development Program will be administered by the Faculty Development Committee, with oversight by the Provost or the Provost's designee. The Committee shall be composed of members selected by the Committee on Committees and representative of the breadth of the university faculty. The Committee shall develop criteria and procedures for various categories of awards and determine which of its Committee members shall serve on review and selection committees. Membership on the Committee is for up to three years. The Committee on Committees should appoint members such that approximately one-third of the members are replaced annually with terms of service running during the academic year.

(c) The Faculty Development Committee sets the maximum grant amount at the beginning of each academic year up to$12,500. Eligible faculty will be notified of the criteria and procedures for awards during November of each academic year.

General eligibility criteria include, but are not limited to:

1. bargaining unit members who are primarily instructional faculty requesting funding to support professional development;
2. bargaining unit members who are Academic Professionals requesting funding to support professional development;
3. bargaining unit members who are established investigators for whom the proposed project is essential for the successful pursuit of outside funding;
4. bargaining unit members who are scholars proposing to undertake an activity for which external support is extremely difficult to obtain; or

5. bargaining unit members who are initiating a research program or other scholarly activity where there is a significant probability that the program or activity will generate external support or contribute to the university.
6. Department chairs are eligible to apply to the Faculty Development Program.

(d) Applicants who are unsuccessful in obtaining a faculty development grant will be provided with constructive feedback by the Faculty Development Committee regarding the specific selection criteria and the basis for rejection.

(e) The Faculty Development Committee shall submit an annual report to the Faculty Senate, itemizing awards made to individual faculty members by name, purpose of the project, and the award amount.

(f) Awards made shall be effective on July 1 of each year for a project period of up to twenty-four (24) months. All award funds not expended within twenty-four (24) months will revert to the University, unless prior agreement has been reached for an extension of up to one year.

Section 2. The University recognizes that professional travel for presentation of the products of scholarly work is necessary for effective professional development. Bargaining unit members and department chairs are encouraged to participate in activities that enhance their professional development.

(a) Requests of up to $1,500 per individual for travel funds may be made to the Faculty Development Committee. The Committee shall develop a review schedule for travel requests at least once during each academic year term. Each travel request must indicate all sources of funds to be used in the requested professional travel. The Faculty Development Committee shall not approve travel requests unless the request is matched by at least $100 or 20 percent (20%) of the estimated travel cost for requests over $750 in department, grant, contract, or personal funds; and the request is endorsed by the faculty member's department chair or equivalent.

(b) The Faculty Development Committee shall produce an annual report to be submitted to the Faculty Senate itemizing travel awards made including the individual faculty member's name, the purpose of the travel, and the award amount.

Section 3. The University will allocate $400,000 annually for the Faculty Development Program and $200,000 annually for professional travel.

Article 20. INTELLECTUAL PROPERTY/DISTANCE EDUCATION

Faculty are increasingly becoming involved in distance learning, web-based courses, and other programs that have implications concerning the use and ownership of intellectual property. Consequently, it is important for faculty to be well informed about policies that address the ownership, use, and control of intellectual property. Copies of all University and Oregon University System rules, regulations, and internal management directives concerning these subjects will be included in each revision of the PSU Faculty Handbook and the ABC's of PSU web-guide entries for "intellectual property" and "distance education" with a cross reference to "web-based instruction."

The respective rights of the University and the faculty developing materials for the use of distance education or web-based instruction shall be negotiated and documented in writing through the University Technology Transfer Officer.

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 OAR 580-021-0315 and this Article. The University's School of Extended Studies is considered to be a separate entity for purposes of financial exigency.

(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 OAR 580-021-0315 for prior consultation with the Chancellor and the Board, 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.

(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 faculty of 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 faculty than recommended by the departmental faculty, the President or designee shall meet with the departmental faculty (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 faculty member on continuing appointment, a good faith effort shall be made by the Administration to place that faculty member in another instructional or noninstructional position within the University. If this effort fails the Administration shall make reasonable efforts to assist the faculty member in finding suitable employment elsewhere.

(a) If the President's final plan (Section 4) includes layoff of faculty, the order of layoff within a department shall be as specified in Subsections (b) and (c) below. However, this order shall be modified to ensure:
   1. the ability of the remaining faculty 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 within a department:
   1. fixed-term faculty
   2. faculty on annual tenure
   3. faculty on indefinite tenure.

(c) Within each of the categories above in Subsection (b)1-3, 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. Tenure-related faculty who have been laid off shall retain all the benefits and privileges of a member on official leave without pay, except that the University's obligation to recall from layoff is specifically limited to the conditions set forth below.

(e) No department in which a layoff is in effect shall hire new faculty until all tenured faculty eligible for recall in that department have been offered recall, unless failure to hire new faculty would seriously impair the ability of the department to meet its needs as determined in Section 5(a)1 above at the time layoff decisions were made, or unless 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 faculty 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 faculty 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 faculty 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 faculty member to keep the University apprized 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. Faculty on annual tenure 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 the 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 faculty 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 faculty 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 faculty member requesting the hearing shall have the right to counsel.

Section 3. The faculty 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 faculty 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 faculty 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 faculty member, the faculty member may appeal to the Oregon State Board of Higher Education in accordance with OAR 580-021-0390.

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's Work/Life Policy will be available on the web and subsequently in the next edition of the PSU Faculty Handbook. During the term of this agreement, the University will convene a Work/Life Committee. The Committee will have at least one member who is a member of the Association. The University will request nominations from the Association for Committee membership.

Section 2. 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 3. 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 Office of Student Affairs.

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.

Article 25. PARKING

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.

IV. DISPUTE RESOULUTION—Articles 27 - 28

Article 26.

[Article intentionally left blank.] [Topics previously included in this article were incorporated into Article 28 via collective bargaining.]

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 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 OAR 580-021-0325(1) and OAR 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 a written 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.

(e) Within five (5) 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 two (2) 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 two (2) working days of their selection, choose a third member who shall serve as chairperson. The ad hoc committee shall within ten (10) 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 OAR 580-021 and in OAR 577-041 (Oregon Administrative Rules) 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.

(a) 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 any other Oregon University System or Portland State University grievance procedure, 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.

(b) 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 any agency outside the University, whether administrative or judicial, 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. This provision shall not apply to any grievance expressly claiming violation of a civil right based on an individual's age, gender, disability, national origin, race, marital status, religion, or sexual orientation.

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.

Step Four. If the Association is not satisfied with the decision at Step Three, a request for review (Appendix C) may be filed with the Chancellor within ten (10) working days of the decision at Step Three; or, the Association may give written notice (Appendix D) to the President or designee of intent to proceed to arbitration. Notice of intent to arbitrate must be filed with the President of the University within twenty (20) working days of the date of the decision at Step Three.

If a request for review is filed with the Chancellor, the right to arbitrate the grievance is thereby waived. The Chancellor or designee shall meet with the grievant and the appropriate representative of the Association within ten (10) working days of receipt of a request for review, and the Chancellor 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 American

Arbitration Association to submit a list of seven (7) arbitrators, none of whom shall be an employee of the Oregon University System unless both parties have agreed to the contrary.

Each party shall alternately strike one (1) name from the list of seven (7); the remaining person shall be the arbitrator. The party initiating the arbitration shall strike the first name.

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 American Arbitration Association 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 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.

[Article intentionally left blank.] [Topics previously included in this article were incorporated into Article 28 via collective bargaining.]

V. COMPENSATION, LEAVES, HUMAN RESOUCE 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 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.

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. Salary Adjustments.

(A) Year 1: 2007-2008

1. In 2007-2008, in accordance with legislative intent, 1% (one percent) of the total base salaries for academic ranked instructional faculty members shall be reserved to fund market equity salary increases for academic ranked instructional faculty members. Effective January 1, 2008, 12-month academic ranked instructional faculty members employed in their current positions on June 30, 2007, and February 1, 2008, 9-month academic ranked instructional faculty members employed in their current positions on June 15, 2007, shall receive a Targeted Market Increase (TMI) as calculated below:

    a. Calculate the total compensation for each PSU academic ranked instructional faculty member (salary + OPE),
    b. Determine the proper CIP code classification for each PSU academic ranked instructional faculty member,
    c. Calculate the total compensation for each discipline and rank for peers (NFSS salary + peer average OPE),
    d. Calculate the PSU academic ranked instructional faculty member's total compensation as a percent of peer total compensation by CIP and rank, and
    e. Adjust each individual academic ranked instructional faculty member's annual salary rate according to the following table:

    If PSU % of peer total compensation is:

<80.00%	Targeted Market portion of salary increase is:	5% of 6/30/07 salary rate
80.01%-85.00%	Targeted Market portion of salary increase is:	4% of 6/30/07 salary rate
85.01%-90.00%	Targeted Market portion of salary increase is:	3% of 6/30/07 salary rate
90.01%-95.00%	Targeted Market portion of salary increase is:	2% of 6/30/07 salary rate
95.01%-99.99%	Targeted Market portion of salary increase is:	1% of 6/30/07 salary rate
>100.00%	Targeted Market portion of salary increase is:	0% of 6/30/07 salary rate

2. Effective January 1, 2008, 12-month academic ranked instructional faculty members employed in their current positions on June 30, 2007; and effective February 1, 2008, 9-month academic ranked instructional faculty members employed in their current positions on June 15, 2007, shall receive a 4.25% increase in base salary.

3. Effective January 1, 2008, 12-month research faculty and academic professionals employed in their current positions on June 30, 2007; and effective February 1, 2008, 9-month research faculty and academic professionals employed in their current positions on June 15, 2007 shall receive a 5.25% increase in base salary.

4. Effective January 1, 2008, 12-month academic ranked instructional and research faculty who were employed in their current position on June 30, 2007, and who are below the new minima listed in Section 4(2) below; and effective the February 1, 2008, 9-month academic ranked instructional faculty who were employed in their current position on June 15, 2007, and who are below the new minima listed in Section 4(2) below shall receive an increase to achieve the new minimum.

5. Academic Professional in-range salary advancement pool funded at 0%.

6. The resulting salary rates of the above increases will be adjusted to the closest multiple of nine (9) for 9-month appointments and twelve (12) for 12-month appointments.

(B) Year 2: 2008-2009

1. In 2008-2009, in accordance with legislative intent, 1% (one percent) of the total base salaries for academic ranked faculty members shall be reserved to fund market equity salary increases for academic ranked faculty members. Effective January 1, 2009, 12-month academic ranked instructional faculty members employed in their current positions on June 30, 2008; and effective February 1, 2009, 9-month academic ranked instructional faculty members employed in their current positions on June 15, 2008, shall receive a Targeted Market Increase (TMI) as calculated below:

    a. Calculate the total compensation for each PSU ranked instructional faculty member (salary + OPE),
    b. Determine the proper CIP code classification for each PSU ranked instructional faculty member,
    c. Calculate the total compensation for each discipline and rank for peers (NFSS salary + peer average OPE),
    d. Calculate the PSU ranked instructional faculty member's total compensation as a percent of peer total compensation by CIP and rank, and
    e. Adjust each individual ranked instructional faculty member's annual salary rate according to the following table:

    If PSU % of peer total compensation is:

<80.00%	Targeted Market portion of salary increase is:	5% of 6/30/08 salary rate
80.01%-85.00%	Targeted Market portion of salary increase is:	4% of 6/30/08 salary rate
85.01%-90.00%	Targeted Market portion of salary increase is:	3% of 6/30/08 salary rate
90.01%-95.00%	Targeted Market portion of salary increase is:	2% of 6/30/08 salary rate
95.01%-99.99%	Targeted Market portion of salary increase is:	1% of 6/30/08 salary rate
>100.00%	Targeted Market portion of salary increase is:	0% of 6/30/08 salary rate

2. Effective January 1, 2009, 12-month academic ranked instructional faculty members employed in their current positions on June 30, 2008; and effective February 1, 2009, 9-month academic ranked instructional faculty member employed in their current positions on June 15, 2008 shall receive a 4.5% increase in base salary.

3. Effective January 1, 2009, 12-month research faculty employed in their current positions on June 30, 2008; and effective February 1, 2009, 9-month research faculty and employed in their current positions on June 15, 2008 shall receive a 4.5% increase in base salary.

4. Effective January 1, 2009, 12-month academic professionals employed in their current positions on June 30, 2008; and effective February 1, 2009, 9-month academic professionals employed in their current positions on June 15, 2008 shall receive a 4.5% increase in base salary.

5. In 2008-2009, the salary base for academic ranked instructional faculty members shall be increased by 0.25% to fund salary increases for exceptional performance of academic ranked instructional faculty members. Effective January 1, 2009, no more than 10% of 12-month academic ranked instructional faculty members employed in their positions on June 30, 2008, deemed exceptional according to the procedures set forth in Section 9 of this Article; and effective February 1, 2009, no more than 10% of 9-month academic ranked instructional faculty members employed in their positions on June 15, 2008, deemed exceptional according to the procedures set forth in Section 9 of this Article, shall a receive 2.5% increase in base salary.

6. Effective January 1, 2009, 12-month academic ranked instructional and research faculty who were employed in their current position on June 30, 2008, and who are below the new minima listed in Section 4(3) below; and effective February 1, 2009, 9-month academic ranked instructional faculty who were employed in their current position on June 15, 2008, and who are below the new minima listed in Section 4(3) below shall receive an increase that achieves the new minimum.

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7. Academic Professional in-range salary advancement pool for 2008-2009 shall be funded at 0% of the 2008-2009 academic professional salary base which will be distributed in accordance with the provisions contained in Section 5 of this article and in Article 17 (ACADEMIC PROFESSIONAL FACULTY). Recommendations for such adjustments shall be made through supervisory channels to the Provost and shall be considered only for those Academic Professionals whose annual evaluation was more than satisfactory. The Provost's decision shall be final and not grievable.

8. The resulting salary rates of the above increases will be adjusted to the closest multiple of nine (9) for 9-month appointments and twelve (12) for 12-month appointments.

Section 4. Minimum Salary Rates—Academic Ranked Instructional and Research Faculty.

1. Effective July 1, 2007, for 12-month appointments, and September 16, 2007, for 9-month appointments, salary rate minimums shall increase by 1% (one percent) compared to the July 1, 2006 minimum rates (for 12-month appointments) or September 16, 2006 minimum rates (for 9-month appointments) for all bargaining unit members. No member of the bargaining unit will be employed at 1.00 FTE salary rates less than those listed below.

Rank	9-month appt. September 16, 2007	12-month appt. July 1, 2007
Professor	$61,659	$75,240
Associate Professor	50,112	61,128
Assistant Professor	39,384	48,048
Senior Instructor	32,346	39,468
Instructor	30,672	37,404
Research Associate	32,346	39,468
All other ranks	30,672	33,060

2. Effective January 1, 2008, no 12-month academic ranked instructional and research faculty member; and effective February 1, 2008, no 9-month academic ranked instructional and research faculty will be employed at 1.00 FTE salary rates less than those listed below:

Rank	9-month appt. February 1, 2008	12-month appt. January 1, 2008
Professor	$64,287	$78,444
Associate Professor	52,245	63,732
Assistant Professor	41,058	50,100
Senior Instructor	33,723	41,148
Instructor	31,977	39,000
Senior Research Associate	35,748	43,632
Research Associate	34,047	41,544
Senior Research Assistant	33,579	40,944
Research Assistant	31,977	39,000

3. Effective January 1, 2009, no 12-month academic ranked instructional and research faculty member; and effective February 1, 2009, no 9-month academic ranked instructional and research faculty will be employed at 1.00 FTE salary rates less than those listed below:

Rank	9-month appt. February 1, 2009	12-month appt. January 1, 2009
Professor	$73,917	$90,192
Associate Professor	60,084	73,284
Assistant Professor	50,265	61,320
Senior Instructor	40,221	49,080
Instructor	35,190	42,900
Senior Research Associate	40,194	49,068
Research Associate	40,005	48,816
Senior Research Assistant	35,577	43,416
Research Assistant	35,001	42,684

Section 5. Pay-Range Structure, etc.—Academic Professionals.

1. 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.

2. Academic Professional 12-month salary rates effective July 1, 2007:

Job Family	Minimum	Maximum
Program Administrator I	32,340	48,012
Program Administrator II	36,936	55,404
Program Administrator III	46,056	69,096
Advisor/Counselor I	32,340	48,012
Advisor/Counselor II	36,936	55,404
Instructional Technical Specialist I	32,400	48,012
Instructional Technical Specialist II	36,936	55,404
Psychologist	53,292	79,944
Clinical Social Worker	36,936	55,404
Dentist	94,944	142,404
Physician	94,944	142,404
Psychology Resident	32,340	48,012
Educational Technology Specialist	52,200	78,324

3. Academic Professional 12-month salary rates effective January 1, 2008:

Job Family	Minimum	Maximum
Program Administrator I	34,044	53,064
Program Administrator II	38,880	61,224
Program Administrator III	48,480	76,356
Advisor/Counselor I	34,044	53,064
Advisor/Counselor II	38,880	61,224
Instructional Technical Specialist I	34,104	53,064
Instructional Technical Specialist II	38,880	61,224
Psychologist	56,100	88,344
Clinical Social Worker	38,880	61,224
Dentist	99,936	157,368
Physician	99,936	157,368
Psychology Resident	34,044	53,064
Educational Technology Specialist	54,948	86,556
Attorney	48,468	76,356

4. Academic Professional 12-month salary rates effective January 1, 2009:

Job Family	Minimum	Maximum
Program Administrator I	35,568	57,828
Program Administrator II	40,632	66,732
Program Administrator III	50,652	83,232
Advisor/Counselor I	35,568	57,828
Advisor/Counselor II	40,632	66,732
Instructional Technical Specialist I	35,640	57,828
Instructional Technical Specialist II	40,632	66,732
Psychologist	58,608	96,300
Clinical Social Worker	40,632	66,732
Dentist	104,424	171,516
Physician	104,424	171,516
Psychology Resident	35,568	57,828
Educational Technology Specialist	57,408	94,332
Attorney	50,652	83,232

5. Nine- (9) month salary rate equivalencies will be calculated by dividing the twelve- (12) month salary rate by 1.22 and rounding to the nearest monthly whole-dollar amount.

The in-range salary advancement pool for Academic Professionals will be funded according to Section 3(B)7 of this Article.

Section 6. Promotion in Rank—Minimum Adjustments.

1. Effective July 1, 2008, for 12-month appointments, and September 16, 2008, for 9-month appointments, salary increase minimums for promotion in rank shall be:

Rank	9-month appt.	12-month appt.
to Professor	$6,192	$7,224
to Associate Professor	$3,294	$4,020
to Assistant Professor	$2,196	$2,688
to Senior Instructor	$2,196	$2,688
to Senior Research Associate	$2,196	$2,688
to Research Associate	$1,773	$2,172
to Senior Research Assistant	$1,773	$2,172

2. Effective July 1, 2009, for 12-month appointments, and September 16, 2009, for 9-month appointments, salary increase minimums for promotion in rank shall be

Rank	9-month appt.	12-month appt.
to Professor	$6,255	$7,296
to Associate Professor	$3,330	$4,056
to Assistant Professor	$2,214	$2,712
to Senior Instructor	$2,214	$2,712
Senior Research Associate	$2,214	$2,712
to Research Associate	$1,791	$2,196
Senior Research Assistant	$1,791	$2,196

Section 7. Academic Professional Level Reassignment Salary Increase.

1. If an Academic Professional position is reassigned to a higher level within the same job family, the minimum salary increase, for the person continuing in the position, to accompany reassignment will be as follows in (3) and (4).

2. An individual 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.

3. For individuals whose position is reassigned to a higher level during the 2007-2008 fiscal year, the salary increase to accompany reassignment shall be effective either the first day of the month of the request or January 1, 2008, whichever is later. The Academic Professional reassignment salary increase minimums shall be:

9-month appt.	**12-month appt.**
$1,881	$2,304

4. Effective July 1, 2008, for 12-month appointments, and September 16, 2008, for 9-month appointments, Academic Professional reassignment salary increase minimums shall be effective on the first day of the month of the date of submission of the reassignment request, should the request be approved and shall be:

9-month appt.	**12-month appt.**
$1,899	$2,328

Section 8. 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 9. Determination of Exceptional Performance

In determining merit awards, the University will use the policies and procedures established for merit as specified in the "Portland State University Policy and Procedures for the Evaluation of Faculty for Tenure, Promotion, and Merit Increases" dated May 17, 1996 and adopted in a motion on June 12, 1996, by the Faculty Senate.

Article 31. INSURANCE

The University will pay a combination of tiered Employer Contribution and an Employer Subsidy to provide fully paid medical, dental, and basic life insurance through the Public Employees Benefit Board (PEBB) to all bargaining unit members, through the 2007 and 2008 plan years.

For plan year January 1, 2009 through December 31, 2009, the Employer will increase its monthly contributions by up to twelve percent (12%) of the actual monthly composite resulting for plan year 2008.

Should rates for 2009 exceed the Employer contribution, the parties shall jointly petition the Public Employees Benefit Board to use reserve funding to support any premium increase above twelve percent (12%). In the event the premium increases in excess of twelve percent (12%) is not covered by PEBB reserves, the Employer will provide written notice to the Union of the anticipated increases. The union will then provide the Employer written notice which one of the following two options to implement:

- Option 1 – The salary adjustment scheduled for January 1/February 1, 2009 shall be reduced by one-quarter percent (0.25%) for each one percent (1%) increase in premiums over twelve percent (12%).

- Option 2 – The salary adjustment scheduled for January 1/Feburary 1, 2009 shall be delayed by a period of months identified by the Employer as sufficient to cover the unanticipated increase.

The Association and the University agree that the above risk-sharing formula for addressing potential medical, dental, and basic life insurance benefits cost increases unfunded by PEBB will not serve as a precedent for subsequent contracts.

Article 32. FAMILY MEDICAL LEAVE

Section 1.

(a) The University will abide by State and Federal statutes concerning family/medical leave.

(b) Further, the bargaining unit member shall give written notice to the department chair 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. The department chair will forward the notice to the Dean, the Office of Academic Affairs, and the Office of Human Resources. The department chair will notify the bargaining unit member ten (10) days prior to the beginning date of the leave.

Section 2.

(a) From time to time, a faculty member who holds a tenure-track appointment may qualify to take advantage of the provisions of the Family Medical Leave Act. Time granted for family/medical leave shall not be considered continual service to the University for purpose of promotion and tenure.

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

(c) At the request of faculty member eligible for family/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.

Article 33. SABBATICAL LEAVES

Section 1. 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 institution either through study and research, writing, advanced study, or travel related to the applicant's field or professional activities.

Section 2. A faculty 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.

Section 3. A faculty member on academic-year appointment is eligible for sabbatical leave after six (6) years of continuous full-time service. For the purpose of calculating eligibility a member shall be deemed to have served full-time during any academic year when, for the benefit of the University, set out in writing the member's employment is less than full time, provided that the total FTE for the academic year plus the FTE from Summer employment during either the immediately preceding or immediately following Summer term is at least .81 of the academic year FTE.

Section 4. 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 said sabbatical.

Section 5. 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.

Article 34. LIBRARY FACULTY DEVELOPMENT DAYS

The Director of the Library will continue the past practices and procedures of development days for tenure-track library faculty at the assistant professor rank. Each tenure-track assistant professor in the Library will be entitled to five development days per academic year of the Agreement for the purpose of research, writing, and other activities directly related to the criteria for tenure and promotion. These days will be scheduled to accommodate staffing in the Library.

Article 35. PERSONNEL FILES

The purpose of this article shall be to specify the means of implementation of OAR 577-040-0005 through OAR 577-040-0025.

Section 1. A faculty member has the right to know of the existence and location of each of the three legally permissible files maintained on him or her by the University that might be used relative to the employee's qualifications for employment or re-employment, performance evaluation, and/or disciplinary action. Each file shall refer to the existence and location of other files. The University is responsible for informing the faculty member of the existence and location of such files, herein referred to as personnel files.

The University may discharge the responsibility of faculty notification through a description of the location and policies with respect to the maintenance of personnel files in the University Faculty Handbook.

Section 2. The individual shall have access to examine his or her file during normal business hours under conditions which protect the integrity of the files, except for excised portions as per OAR 580-022-0100(2)(3). The faculty member shall have the right to copies of his or her 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 (OAR 580-022-0075).

Section 4. A faculty member shall have the right to submit additional information to be placed in his or her personnel file 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.

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.

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.

The Office of Graduate Studies publishes the "Guidelines for Avoiding Conflict of Interest between the University Faculty and the Private Sector." These guidelines are hereby referenced in this Agreement and therefore are to be considered a part of this Agreement.

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 each revision of the PSU Faculty Handbook and the ABC's of PSU web-guide, 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."

VI. TERMS OF THE AGREEMENT—Articles 39 - 44

Article 39. NOTICES AND COMMUNICATIONS

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

For the Association:

President, Portland State University Chapter
American Association of University Professors
c/o Portland State University
Post Office Box 751
Portland, Oregon 97207

For the University:

President
Portland State University
Post Office Box 751
Portland, Oregon 97207

For the Oregon University System:

Chancellor
Oregon University System
Post Office Box 3175
Eugene, Oregon 97403

Article 40. 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 41. 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 42. 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 43. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor Agreement, the Association will send written notice to the University no later than March 1 prior to the expiration of this Agreement 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 March 15 prior to the expiration of this Agreement 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 March 31 prior to the expiration of this Agreement or such date thereafter as may be mutually agreed upon by the parties.

Article 44. 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 August 31, 2009.

For the University:

Roderic C. Diman

Michael Fung

Cathy LaTourette

Barbara Sestak

Carol L. Mack, PSU Chief Spokesperson

Roy W. Koch, Provost

Michael F. Reardon, Interim President

For the Association:

Michele Gamberd

Alan MacCormack

Connie Ozawa

Melody Rose

Jonathan Uto, AAUP Chief Spokesperson

The State of Oregon acting by and through
the Oregon University System on behalf of Portland State University

Rick Hampton, Director
Labor and Employee Relations

Date

Jay Kenton, Vice Chancellor
Finance and Administration

Date

APPENDIX A: STATEMENT OF CONSCIENTIOUS OBJECTION

I, _____, do hereby swear or affirm that I am fundamentally opposed on the ground of conscience to collective bargaining and, therefore, find it objectionable to be required to join with, participate in, or support an organization which has as one of its purposes representing employees in collective bargaining.

For so long as a valid fair share Agreement between the Association and the University is in effect, I further authorize that a sum equivalent to local Association dues be deducted from my salary on a monthly basis, and paid through the Portland State University Foundation into the restricted scholarship fund selected below (select one):

☐ Peter Nicholls Scholarship (Account #2319312)

☐ _____
(specify name of restricted University scholarship)

_____ _____
Signature Date

Subscribed and sworn to before me this _____ day of _____, 2_____

Notary Public for Oregon _____

My Commission Expires _____

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.

_____ The attached decision* of the President does not satisfactorily resolve the grievance, dated _____, and the Association wishes to have the decision reviewed by the Chancellor at Step Four. The Association acknowledges that in asking for review by the Chancellor, it is waiving the right to arbitrate the grievance.

* 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 FACULTY LETTER

SAMPLE TEMPLATE LETTER – FIXED-TERM FACULTY

August 11, 2008
Position Number: [Individual Position Number]
Index Code:

AAUP-FT
Notice of Appointment

[Name]
[Street Address]
[City, State, Zip]

Dear [Name]:

I am pleased to offer you a [FTE] FTE appointment at the rank of [Rank] [in/of] [Department] at Portland State University at an annual [9 / 12-month] salary rate of [rate]. This appointment is effective [appointment start date] through [appointment end date]; thus your actual total salary for this appointment period will be [appointment salary]. This is a fixed-term appointment; time served will not count toward tenure. [<This appointment may be renewed.> <This is a nonrenewable appointment.>]

Please be advised that this position is subject to the terms of the current collective bargaining agreement between Portland State University and the American Association of University Professors (AAUP), including salary increments for continuing appointments and faculty development opportunities. You may contact the AAUP office at 725-4414 (aaup@psuaaup.net) for additional information. This position is also subject to the provisions of the Oregon Administrative Rules of the State Board of Higher Education, as well as any applicable PSU rules and policies, which are incorporated by reference herein.

Your duties as [Rank] and expectations for annual review and renewal are outlined in the attached position description. If the terms of this appointment are satisfactory please sign this letter and return both the letter and position description to me by [return date]. Please contact me if you have any questions.

Sincerely,

[Name]
[Rank/Title]
[Department]

Dean's/Director's Approval

I have reviewed and agree to the duties in the attached position description and accept the appointment as described above. I verify the accuracy of all materials submitted for the purpose of obtaining employment.

Signature | Date | Employee ID Number

Enclosed: Position description

APPENDIX E(2): FIXED-TERM FACULTY POSITION DESCRIPTION

SAMPLE TEMPLATE POSITION DESCRIPTION – FIXED-TERM FACULTY

Portland State University
Fixed-Term Instructional or Research Faculty
Position Description

Date:

Position Number: Position Title:

Department: School/College:

Various assignments for fixed-term 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 fixed-term 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	x	x	x		x	x	x	x		x
Fixed-term instructional	x	x	x		x	x	x	x		x
Academic Professional			x	x	x	x	x	Note 4	x	x
Research asst/assoc		x	x		x	x	x	Note 4	x	x
Part-time instructional										
Part-time research										

RE: Awards/Rewards	Faculty Enhncmt. Awards	Faculty Travel Awards	Other Faculty Devel. Awards	Teaching, Research, Service Awards	CAE Wrkshps.	OIT Wrkshps.	Staff Fee Rate	Multi-Year Contract
Notes >>			**6, 7**	**8**			**9**	**10**
Tenure-track	x	x	x	Note 8	x	x	x	
Fixed-term instructional	x	x	x	Note 8	x	x	x	x
Academic Professional	x	x	x	Note 8	x	x	x	x
Research asst/assoc	x	x	x	Note 8	x	x	x	x
Part-time instructional			x	Note 8	x	x	x	
Part-time research			x	Note 8	x	x	x	

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 Oregon University System employees. (Reference OAR 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 Administration and Planning. (Reference OAR 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) Faculty development awards for part-time faculty are specified per AFT Agreement.
(8) There are many and varied teaching, research, and service awards at the University. See Office of Academic Affairs website, www.pdx.edu/oaa/faculty.html, for announcements regarding awards administered centrally. Departments, schools, and colleges have awards administered at those levels; see relevant announcements, memos, and websites.
(9) Staff fee rates apply to employees and may be transferred to one member of the immediate family each academic term. Employees are eligible in terms in which they are employed at .50 FTE or greater.
(10) Multi-year contracts of up to three years duration may be approved by the University President. Contracts longer than three years require OUS/Chancellor approval.

LETTERS OF AGREEMENT—Letters of Agreement #1 - #5

LETTER OF AGREEMENT—LOA #1: Tuition Benefits

Effective Fall Term 2000, bargaining unit members will be eligible for any new Oregon State Board of Higher Education policy concerning staff fee privilege.

LETTER OF AGREEMENT—LOA #2: Academic Professionals–Flexible Work Schedules, And Application of Wage and Hour Law

The purpose of this Letter of Agreement is to (1) confirm, clarify, and promote the availability of flexible work schedules for Academic Professional staff members; and to (2) educate administrators in the application of wage and hour law as it particularly applies to Academic Professionals who travel on University business and/or work evenings and weekends.

(1) Promote the Availability of Flexible Work Schedules

It has been the intention at the University to support the request for flexible work schedules for Academic Professional staff members throughout the University. Administrators of Academic Professionals are responsible for the work schedules in their units. They have the discretion to consider flexing employee schedules when requested and if suitable for positions in their area. In many cases flexible work schedules may be a positive option benefiting the Academic Professional and the Department; however, in some cases it may not be practical.

- Definition of a flexible work schedule: The established working hours to be followed by an employee for an agreed upon period of time that is different than the standard 8:00 a.m. to 5:00 p.m. Monday through Friday schedule.

- To request a flexible work schedule: Employees interested in flexible work schedules should make a request in writing to their supervisor. For more information about flexible work schedules (including other requirements, suitability, and the approval process), please see the Human Resources website at www.hrc.pdx.edu.

(2) Educate Administrators in the Application of Wage and Hour Law

During the period of this agreement the Human Resources department will 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 it pertains to employees when they travel for university business, work evenings, and/or work weekends. This is in an effort to educate administrators of Academic Professionals and Academic Professionals themselves about proper reporting through university time sheets and roster forms, and guide the consistent handling of these procedures across all units with Academic Professionals throughout the university.

Requests by academic professionals and/or the Association will be considered in scheduling such training.

LETTER OF AGREEMENT—LOA #3: Joint Task Force on Intellectual Property/Distance Education

The University and the Association agree that it is in the interest of both parties to have clear, updated language related to Intellectual Property Rights and Distance Education. Current language in the PSU-AAUP Collective Bargaining Agreement does not adequately reflect changes in law, practices, and technology.

The University and the Association agree to form a joint task force on Intellectual Property Rights/Distance Education. The task force will consist of no more than six (6) individuals, three (3) from the University and three (3) from the Association. The task force will be charged with drafting appropriate language on Intellectual Property Rights/Distance Education to forward to the 2009-2011 collective bargaining teams for their consideration.

The Task Force on Intellectual Property Rights/Distance Education will begin meeting Spring term 2008. An initial draft, with a request for input, will be circulated to PSU-AAUP represented faculty and PSU administration by Fall 2008. A final draft will be given to both the University and Association bargaining teams by April 1st, 2009.

LETTER OF AGREEMENT—LOA #4: PSU and AAUP Labor/Management Committee

There shall be a labor/management committee consisting of four members: the Vice Provost for Academic Administration and Planning, a person designated by the President of the University, and two Association members, designated by the President of the Association.

The committee shall meet at a minimum of once per quarter and/or at the request of either party to discuss matters concerning bargaining unit members—for example, workload, strategies for communicating Agreement requirements, or other issues of joint concern.

At the beginning of each fall term, the committee shall develop an agenda that includes a charge for addressing issues and a timeline for the work required. Additional resource personnel may be invited to participate in meetings to provide needed expertise. A report of the committee's activities will be presented to the parties during the following spring term.

Disputes over the appropriate CIP code to be used for the Targeted Market Increase in Article 30 will be resolved in this committee.

LETTER OF AGREEMENT—LOA #5: PSU and AAUP Workload/Fixed-Term Faculty Task Force

The Association and the University will establish a six-member task force to examine workload across the University as well as issues affecting fixed term faculty. As the University and the Association are interested in equitable workloads and efficient and fair working conditions for fixed term faculty, this group will assure that our mutual interests are considered.

The University proposes the following members: Rod Diman, special assistant to the President, Carol Mack, vice provost for academic administration and planning, and Barbara Sestak, dean of Fine and Performing Arts. The Association will appoint three members. As appropriate the task force may wish to invite others to join it when they have a particular expertise or concern.

The joint task force will issue a report which can inform future decisions concerning workload and fixed term faculty issues. This report should be presented to the Provost and the Association by June 15, 2009.