

**Collective Bargaining
Agreement between
Portland State University Faculty
Association, Local 3571
American Federation of Teachers, AFL-
CIO and
Portland State University
Portland, Oregon**

**For the Period
July 1, 2020 through June 30,
2025**

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Preamble

This statement honors the importance of part-time faculty and researchers at our university and recognizes that adjunct faculty and research members are essential to the mission of PSU.

Public universities are vital to a democratic society. As an academic community, we strive to promote the free exchange of ideals, engage in vital conversations about equity and inclusion, oppose systems of oppression, and foster a platform for marginalized community members to center their own voices and experiences.

PSU and PSUFA agree to combat discrimination in all of its forms and are committed to identifying exploitation and professional inequities that adjuncts face in the higher education system.

We will work in partnership to improve the status and inclusion of adjunct faculty members at our institution because we recognize the many contributions adjuncts and researchers make to student success and the research enterprise. Institutions from all sectors of society look to Universities for leadership and examples of vibrant, richly diverse, and democratic institutional ethics and behavior and the creation of new knowledge. We rise to this challenge—in this effort we seek to fulfill the promise of knowledge serving our city.

Article 1. RECOGNITION

Pursuant to the certification of the Employment Relations Board dated June 8, 1979, the University recognizes the Union as the exclusive representative of all faculty employees described in the certification solely for the purpose of collective bargaining with respect to salaries and other terms and conditions of employment. Representation shall include those employed less than half-time (0.5 FTE) during the academic year, and those employed during summer terms who have been a member of the bargaining unit during the previous academic year.

Nothing in this Agreement shall be construed to prohibit the University or its representatives from meeting with any individual or organization to hear views on any matters; provided, however, that as to any matter which is a mandatory subject of collective bargaining or covered by a term of Agreement, any changes or modifications shall be made only through negotiations and agreement with the Union.

Article 2. DEFINITIONS

As used in this Agreement, except where the context plainly requires a different meaning or where a different meaning is stated:

Academic Judgment means the judgment of supervisors and administrators concerning determinations, recommendations, decisions, criteria, and information to be used with respect to reappointment, advancement of members, and with respect to matters of curricula and educational policy. A proved allegation that an academic judgment was based on demonstrably inaccurate information will compel reconsideration of the judgment.

Accumulated Credit Load means the cumulative number of credits an adjunct faculty member has taught starting from initial date of hire in a department, excluding courses taught during a summer session. "Accumulated credit load" shall include all credits previously taught, excluding summer session, and excluding any credits taught while working outside of the PSUFA bargaining unit. A break in service of a full academic year, including summer session, will reset cumulative credit load calculations for appointments. Exception for those teaching on a fixed-term (full time) contract outlined in Article 8. Section 3.6.

Appointment is defined as a period of employment to work as an Adjunct instructor or researcher at the University.

Appointment Order is a ranked list of adjuncts maintained by each department determined from their total accumulated credit load from date of hire within the department and the length of their appointment. Those on 2-year appointments with the highest number of accumulated credits come first, followed by those on 9-month appointments, and lastly those on term-by-term appointments.

Assignment Rights is defined as an Adjunct's right to be assigned a minimum number of credits in a department. The minimum number of credits assigned for each Adjunct will be calculated based on the factors set out in Article 8. Section 3.6.

Adjunct means those researchers and instructional faculty members who are hired on less than half-time appointments (below .49 FTE or 22.5 credits per academic year).

Arbitration means a formal process that includes a neutral 3rd party arbitrator who will review facts and render a binding decision to the parties.

Associate Members A Portland State University employee whose position is not in the PSUFA bargaining unit and who affirmatively consented and signed a form, provided by PSUFA, indicating their voluntary support for the Union and consent to paying monthly fees without choosing to become a member.

Bargaining Unit means the bargaining unit as defined in Article 1 (Recognition).

Break In Service means a break in employment as a member of the PSUFA bargaining unit for one full academic year including summer.

Board (BOT) means the Portland State University Board of Trustees.

Collective Bargaining Agreement, or Agreement (CBA) means all the definitions, terms, and provisions set forth in this contract consisting of 23 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 of any provision of this contract.

Date of Hire For the purposes of HB 2016, "date of hire" means the start date of the employment contract.

Day means a day in an official academic calendar of the University, excluding Saturdays and Sundays, PSU holidays and emergency closure days. Summer term days will not be counted as days for those members not employed during the Summer Session.

Department means an academic department or other similar administrative unit.

Department Chair or Chair means the person with supervisory responsibility of an academic unit. Such persons have titles that include department chair, director, or associate dean, depending on the structure of any particular school, college or other unit. As used in this Agreement, the Department Chair also includes the designee.

Employee means any person covered by the terms and conditions of this agreement as defined in Article 1 (Recognition).

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

FTE means full-time equivalency, which for adjunct faculty at PSU is based on 45 credits per academic year, whereas 40 credits is 1.0 FTE for a full-time faculty member.

Grievance The term "grievance" means an allegation that there has been a violation, misrepresentation, or improper application of the express terms of this Agreement. The term "grievance" shall not include complaints related to matters of "academic judgment."

Grievant means one or more members of the bargaining unit, the Union, or the University in appropriate cases, damaged or injured by the act or omission being grieved.

Labor Management Committee (LMC) This committee includes representatives from the Union and the University and works collaboratively to address workplace issues that may arise that are outside of the grievance process.

Member is defined as a Portland State University employee whose position is in the PSUFA bargaining unit, and who has signed a Union membership form that authorizes the University to deduct Union dues from the Member's pay.

New Hire for the purpose of reporting responsibilities in HB 2016, is anyone who has never worked in the bargaining unit before, or anyone who has worked in the bargaining unit before but has not worked as an adjunct for one academic year including summer.

President means the President of Portland State University.

Remedy means the result sought by the "grievant" in the informal or formal grievance process to make the employee whole.

Research Assistant means Research faculty who do not hold terminal degrees in their fields.

Research Associate means Research faculty who hold terminal degrees or a Master's degree or have comparable experience in their fields.

Union means the Portland State University Faculty Association, AFT-Oregon Local 3571, AFL-CIO.

Union Representative is a member who represents their fellow bargaining unit members or represented parties. Additionally, a representative has a duty to ensure the Collective Bargaining Agreement is upheld. The Union Representative may be present during any informal or formal process.

University means Portland State University.

Voluntary Local Supporter is a Portland State University employee whose position is in the PSUFA bargaining unit and who has signed a form that authorizes the University to deduct an amount equal to Union dues from their pay in order to support the work of the Union.

Article 3. UNION PRIVILEGES AND LIMITATIONS

Section 1. Strikes.

The Union, on behalf of itself and on behalf of its officers, agents, members, and members of the bargaining unit, agrees during the term of this Agreement not to participate or engage in, sanction, cause aid or abet, assist, encourage, or participate in any strike, walkout, refusal to report to work, picketing, mass absenteeism, or other interruptions of work concerning a labor dispute under this Agreement. For the purposes of this Article, a strike includes any stoppage or cessation of work, slowdown of any kind, or other interference with the operations of the University, whether done in concert or singly. Any member of the bargaining unit who violates any provision of this Article shall be subject to disciplinary action including loss of pay,

1 suspension, and discharge. Recourse or appeal of such disciplinary action shall be limited to the
2 question of whether the employee participated in a strike prohibited by this Section. In the event
3 of a violation of this Section, whether sanctioned or unsanctioned, the Union, upon request of
4 the University, shall immediately use its best efforts to affect the return to normal work routine of
5 the involved employees.

6
7 Nothing contained in this Section shall be construed to be a limitation of any right of the
8 University to any other remedies, legal or equitable, to which the University may otherwise be
9 entitled.

10 11 **Section 2. Office Space.**

12 The University will provide furnished office space to the Union during the term of this
13 Agreement. The Union agrees to pay the University monthly in advance for such space at the
14 prevailing rate determined by the University as of July 1 of each year.

15 16 **Section 3. Administrative Services.**

17 The Union is permitted reasonable use of University facilities and services, including telephone,
18 voice mail, duplicating, computing, audiovisual and meeting rooms, and will pay the customary
19 charges for such services. The Union is designated as an internal entity and agrees to use the
20 University's system for room reservations and abide by the provisions therein.

21
22 The Union will be provided use of available space for quarterly membership meetings. The
23 University will pay the hourly space rental charges for quarterly membership meetings, not to
24 exceed 9 total hours at the medium conference room rate per fiscal year. The Union is
25 responsible for submitting the reservation to the University's system for room reservations or
26 contacting conferences@pdx.edu, abiding by all provisions, and for all other charges that may
27 be incurred during the rental period.

28
29 The Union is permitted reasonable use of the University mail and email distribution services, for
30 notifying members of Union meetings and for communicating with members of the bargaining
31 unit on official business matters of the Union.

32 33 **Section 4. - Union Membership and Dues Deductions.**

34 Upon written request on a form provided by the Union with the appropriate authorizations, the
35 University will deduct Union dues, or an equivalent amount, on a monthly basis from the pay of
36 employees in each of the groups described in Section 4.1. The Union treasurer will certify the
37 amount deducted.

38 39 **4.1 Types of Membership**

40 41 **4.1.1 Members**

42 A Member is defined as a Portland State University employee whose position is
43 in the PSUFA bargaining unit, and who has signed a Union membership form
44 that authorizes the University to deduct Union dues from the Member's pay.

45
46 In the event a Member moves to a position at the University that is not in the
47 PSUFA bargaining unit, the University will stop deducting Union dues, and will
48 notify the Union of this action in the next Dues Deduction Register Report (see
49 section 5.1).

50 51 **4.1.2 Associate Members**

An Associate Member is a Portland State University employee whose position is not in the PSUFA bargaining unit and who has signed a document indicating their voluntary support for the Union and that authorizes the University to deduct an amount equal to Union dues from the person's pay,

4.1.3 Voluntary Local Supporters

A Voluntary Local Supporter is a Portland State University employee whose position is in the PSUFA bargaining unit and who has signed a form that authorizes the University to deduct an amount equal to Union dues from their pay in order to support the work of the Union without choosing to become a Member of the Union.

4.2 Changes to Membership Status

Membership authorization shall remain valid year to year unless revoked using a membership revocation form provided by the Union. The revocation form must be submitted to the Union, with a valid signature and verifying identification, during the 30 days preceding the anniversary date of their membership form, which determines their membership status change period.

The Union will notify the University of any change in membership status. The University will remove a person from membership status upon request from the Union. The University will refer any questions about membership status to the Union.

Section 5. Bargaining Unit Information and Reports.

5.1 Dues Deduction Register Report

By the 10th of each month the University will send payment to the Union for the total amount of deducted dues and fees, accompanied by a Deduction Register Report identifying the members and amount for whom deductions are being paid, and the invoice with the total sum of deductions transferred to PSUFA. This report will be a workable spreadsheet (e.g. .csv, .xlsx, google sheet) and include at least the following information:

- Name
- Job Class
- PSU ID
- Term/Leave Dates
- Deduction Type (Ded Code)
- Current Membership Status (Plan Type)
- Previous Membership Status (Prev Plan)
- Change in Employment/Membership Status (Changed)
- Amount Deducted Last Month (AMT)
- Amount Deducted This Month (AMT)
- This Month's Adjustments

5.2 Bargaining Unit Personnel Roster

The University will provide the Union with a Bargaining Unit Information Report list of the employees included in the bargaining unit on a monthly basis. The report will be a workable spreadsheet (e.g. .csv, .xlsx, google sheet) and include at least the following information

5.3 Adjunct Faculty with Adjunct Only Credit Hours Report

The University will provide the Union with a report (currently denoted as report H-0021) listing adjunct faculty with their credit hours on a monthly basis with the time window set for the current term.

For the purposes of verifying assignment rights, the Union may request specific timeframes for this report by submitting an information request or through the Labor Management Committee.

PSUID Last Name First Name Middle Name Employee Class Position Employee Class Rank	Suffix Appointment Percentage Monthly Salary Projected Fiscal Year Salary Term of Appointment Currently Active in Adjunct Position
Union Deduction Deduction Begin Date Deduction End Date Current Hire Date Home Org Code Home Org Description Contract Start Date Contract End Date Position	Home Address Primary Phone Number (if provided by employee) PSU Email Address Personal Email Address (if provided by employee)

5.4 Bargaining Unit New Hire Information

PSU will provide PSUFA with contact information for all new hires to the bargaining unit within 10 days of the date of hire which is defined as the start date of an adjunct's contract.

The information to be provided on a regular recurring basis will include at least name, position, work email, and department, and if available at the time of notification their personal email, personal phone number, work phone number.

PSU will provide PSUFA with a complete roster of all new hires from the previous academic year by Oct 15th of each year.

Section 6. Indemnification.

The Union shall indemnify and hold the University harmless against any and all claims, damages, suits, or other forms of liability including reasonable costs of defense that may arise out of any action taken or not taken by the University for the purpose of complying with the provisions of this Article.

Section 7. Information Exchange.

During the term of this Agreement, the University shall make available to the Union, within a reasonable time after receiving a written request, all factual information reasonably required for the Union to administer this Agreement and to negotiate subsequent agreements.

The University reserves the right to charge the Union at customary billing rates for the costs of file searching, analysis, and reproduction of information furnished in compliance with this Section.

1 When the University expects to make a charge, it will furnish the Union an estimate of the cost
2 and obtain Union authorization before proceeding to comply with the request.

3
4 **Section 8. Notification of Policy Changes.**

5 Changes in policies or practices resulting from this Agreement and changes in policies which
6 significantly affect members of the bargaining unit will be communicated by email to the Union's
7 Labor Management Representatives within one week of implementation.

8
9 PSUFA will be notified and will be provided the opportunity to give input in accordance with the
10 Policy Committee processes (<https://www.pdx.edu/policies/>).

11 Within fifteen (15) days of the execution of this Agreement and any time a change is made, the
12 University shall send the Union the name of the person responsible for complying with the
13 requirements of this Section.

14
15 **Section 9. Labor Management Committee.**

16 The Vice Provost for Academic Personnel & Leadership Development, the Director of Academic
17 Employee & Faculty Labor Relations, and the designated representatives of the PSUFA
18 Executive Council will establish a labor management committee to discuss matters concerning
19 bargaining unit members. The committee shall meet every two weeks, if possible, or at the
20 request of either party. At minimum the committee shall meet once per quarter. This committee
21 will work collaboratively to address workplace issues that may arise that are outside of the
22 grievance process, and discuss concerns.

23
24 **Section 10. Bulletin Boards.**

25 The University will provide a centrally located space in Smith Memorial Student Union for one
26 (1) Union bulletin board of suitable size. The Union can access the bulletin board by contacting
27 conferences@pdx.edu.

28
29 The University will also allow the use of reasonable bulletin board space to facilitate the Union's
30 ability to communicate with Adjunct faculty members within Departments. Such spaces shall be
31 mutually agreed upon by the Union and the Department and in compliance with any posting
32 policy in the building.

33
34 **Section 11. Appointment Letter.**

35 The University shall include in each appointment letter notice that their position is represented
36 by the Union, that dues will be deducted from the pay of those Adjuncts who are members of
37 the Union, and that to become a member of the Union, Adjuncts must sign a membership form.
38 The notice will also include contact information for the Union. The Union will be permitted to
39 provide input on the template language used for this notice.

Article 4. ORIENTATION AND ONBOARDING

Section 1: Joint Orientation Event.

The Union and the University agree to hold a collaborative orientation event for all new hires in the bargaining unit at least once per year. These events will be guided by the recommendations and deliverables from the Task Force on Orientation and Onboarding as delineated in LOA 2020-004

Section 2: Other Orientations at PSU.

The Union has the right to meet with a new employee within 30 calendar days of date of hire for at least 30 minutes but not more than 120 minutes. This can occur at orientation events or at individual or group meetings intended for orientation.

The Union will be invited to attend all adjunct orientation events held by the University, including departmental, school, or college level events and will be given appropriate time on the agenda.

Departments or units will be responsible for inviting PSUFA representatives to all orientation events and individual or group meetings intended for orientation by sending an email to organizing@psufa.org.

Section 3: Onboarding Materials and Procedures.

The Union and the University agree to work together through labor management to ensure that there are appropriate and up-to-date onboarding processes and materials available for both Adjunct instructors and Adjunct researchers. These processes and materials will be guided by the recommendations and deliverables of the Task Force on Orientation and Onboarding as delineated in Letter of Agreement No. 2020 – 004.

Article 5. CONSULTATION

Section 1. The Union 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 relations 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 10 (Grievances).

Article 6. ACADEMIC FREEDOM AND RESPONSIBILITY

All members are entitled to freedom in the classroom in discussing their subjects, but they should be careful not to introduce into their teaching controversial matter which has no relation to the subject.

Members also have freedom of expression to speak and write as individuals. In this regard, the University shall not attempt to control or sway the personal opinion of any member, nor the public expression of that opinion. In the exercise of this freedom of expression, members shall manifest appropriate restraint, shall show respect for the opinion of others, and shall make every effort to indicate that they are not speaking for the University.

The paragraphs above are statements of intent and policy and are not subject to Article 10 (Grievances).

Article 7. BARGAINING UNIT MEMBER RIGHTS

Section 1. Nondiscrimination and Affirmative Action.

The University and the Union will not discriminate against nor tolerate discrimination against any member with respect to wages, hours, or any terms or conditions of employment on the basis of age, disability, marital status, national origin, race, religion, sex, sexual orientation, or veteran status. The Union agrees to support the University in the fulfillment of its affirmative action obligations.

Section 2. Facilities and Amenities.

The University recognizes the importance of office space for instructional faculty members. All members will be provided with a desk or other appropriate working table, a filing cabinet, telephone, mailbox, and a room in which the member can meet privately with students. Adjunct faculty will be provided with dedicated workspaces if available. Members shall have reasonable access to duplicating services, office supplies, computers, storage space, and support staff as made available to other members of the Department or administrative unit. All members of the bargaining unit will be provided with electronic mail and voicemail accounts upon request to the Department.

Section 3. Safe Conditions.

The University will endeavor to maintain a safe, respectful, and productive environment for faculty, students, administrators, and staff. In light of this, harassment and threatening or violent behavior is prohibited.

Each department head, manager, supervisor, employee, and faculty member is responsible for creating and maintaining an atmosphere free from harassment, violence, and retaliation. All mandatory employee training related to this section will be paid in accordance with Article 12.

Any complaints or concerns arising from the above paragraphs will be addressed by the appropriate offices within the University. The University and the Union will work together to clarify and publicize faculty members' rights and responsibilities regarding student conduct, including informing faculty members of the Student Code of Conduct and the appropriate routing of concerns regarding student conduct. The University and the Union staff will work together to

1 facilitate access to the PSU Alert System so that Union staff may receive timely warnings and
2 emergency notifications. Additionally, and to the extent possible under law, the University will
3 notify the affected Adjunct faculty member of any reports of incidents of threatening student
4 conduct filed with Campus Public Safety or Enrollment Management and Student Affairs that
5 may impact the faculty member.

7 Adjunct faculty members shall endeavor to maintain safe working conditions and shall adhere to
8 established safety rules, regulations, and practices. It is a faculty member's responsibility to
9 report any health and/or safety hazards. The member reporting the alleged unsafe conditions
10 shall be promptly apprised of the result of the investigation, to the extent allowed by law.

12 If an Adjunct faculty member believes that their office or classroom assignment presents a clear
13 danger to their health and/or safety, they may request a temporary reassignment from their
14 Chair. The Department shall promptly respond to such a request and shall meet with the faculty
15 member to discuss the concern and engage in steps to reach a possible resolution.

17 **Section 4. Individual Appointments.**

18 The University will not offer an individual member an appointment if the terms violate this
19 Agreement.

21 **Section 5. Library Privileges and Affiliated Access.**

22 Upon hire, Adjunct faculty members shall be granted full library privileges, PSU email, and
23 ODIN access for the academic year in which they teach and for a period of one calendar year
24 from the end of the last term taught, in accordance with the current policy:
25 (<https://www.pdx.edu/technology/odin-account-standard>).

27 **Section 6. Committees and Extra-Instructional Activity.**

28 The University will appoint bargaining unit members to university-wide committees that deal with
29 issues related to bargaining unit members. The University, through the Dean or designee, will
30 solicit members for all relevant committees. The Labor Management Committee may reach out
31 to appropriate entities to gather information on committee assignments, if any.

33 The University recognizes and encourages adjunct faculty's participation and input in extra-
34 instructional activities that are outside of, or apart from, their instructional or research duties at
35 both the departmental and university-wide levels. Such participation is not required, but when it
36 occurs it must be approved in advance by the member's department Chair (or Chair equivalent),
37 and must be compensated, as provided in Article 12, Section 6 and may not result in Adjunct
38 faculty member working in excess of FTE of .49 per year.

40 If Adjuncts are invited to participate in activities, events, or meetings that pertain to their jobs,
41 this will be considered compensable time for the Adjuncts who attend. These activities may
42 include but are not limited to: attending departmental meetings, working on departmental or
43 university committees, serving on student thesis committees, developing courses, and
44 facilitating student independent studies.

46 An Adjunct faculty member accepting a request to perform extra-instructional work is voluntary
47 and declining an invitation of extra-instructional work will not affect reappointment/assignment
48 rights and will not be considered with respect to any evaluation of their work or performance.

50 The exact nature of the Adjunct faculty member's participation in this work will be determined by
51 unit/departmental and University policy as applicable to the work.

Attendance of members at functions such as public or department lectures or seminars, faculty receptions or convocations, graduations, or social events where work is not performed is welcomed by the university and is not compensable.

Section 7. Department Engagement.

The parties recognize the professionalism of our adjunct faculty and the value of their meaningful integration into their departments. To provide for an inclusive and informed community the parties herein endorse the engagement of adjunct faculty in their departments (or equivalent academic units).

The University and the Union encourage all departments to include Adjunct faculty member(s) who is/are on a multi-year contract to attend these meetings on a regular basis. The exact nature of faculty involvement, including voting rights, will be determined by departmental and University policy.

Departments (or equivalent academic units) that decide to include Adjunct faculty in department meetings, will determine the process for inviting them to these meetings. Examples of factors that may be considered in the selection process include time in service to PSU (as noted below), potential conflicts of interests, teaching load, expressed recommendations from Adjuncts employed by the unit, etc.

Invitations may be extended to additional adjuncts, based on agenda topics and with respect for their interests and areas of disciplinary expertise.

Adjunct faculty will be expected to act in accordance with the department's meeting protocol as articulated in the unit bylaws.

In an effort to ensure that Adjunct faculty are fully informed about departmental and University-wide issues and are prepared to engage in department meetings, all Adjuncts will be provided access to the summary/minutes of faculty meetings.

Adjuncts may contribute agenda items for consideration at future meetings in accordance with the unit's bylaws.

Adjunct faculty will be provided access to departmental bylaws.

Section 8. Supportive Meetings.

Adjunct faculty may request to meet with their Chair or Chair designee(s) to discuss career development and teaching or research goals at PSU. Chairs may assist in providing opportunities for Adjunct faculty to be successful at PSU. Any recommendations/opportunities provided to the Adjunct faculty are not considered mandatory, but rather voluntary.

Section 9. Investigations

In keeping with the University's goal of providing a respectful and productive environment in which to deliver quality academic programs, the university shall fully investigate any dispute concerning interactions between Adjunct faculty and students with respect to all parties concerned and shall seek a resolution that demonstrates fairness and academic integrity. PSUFA will be notified of all official investigations, as appropriate. An Adjunct faculty member will be notified of an investigation and informed of the outcome of the investigation in a timely fashion.

Section 10. Intellectual Property Rights.

The University agrees to provide as a resource the Director of Innovation & Intellectual Property to employees who have questions and/or concerns about the use or misuse of intellectual property rights. If the University Intellectual Property Rights policy is modified. 20-01 Copyright Ownership Policy.pdf

Section 11. Employee Assistance Program.

The University agrees to make its Employee Assistance Program available to Adjunct faculty, in the same manner and to the same extent such services are offered to full-time University employees. The University will not substantively alter the benefits provided under the Employee Assistance Program during the term of this Agreement. Bargaining unit members can access EAP benefits through the following link: <https://www.pdx.edu/hr/employee-assistance-program-eap>, or by calling (800)433-2320.

Section 12. Academic Excellence Awards.

In addition to existing awards at the Department, School/College, and University levels, the parties agree to establish annual awards specifically for Adjunct faculty. Each academic year, the University will recognize two Adjunct faculty members for academic excellence in teaching or scholarship. The University will solicit nominations in Winter term and awards will be announced and presented alongside other PSU Faculty awards. Applications will be reviewed by a joint committee of three people chosen by the administration and three members from the Adjunct faculty bargaining unit. However, the previous year's awardees will be invited to serve on the review committee, prior to inviting new members. The recipients of the Adjunct Academic Excellence Awards will each receive a payment of \$1000, funded by the University.

Section 13. Milestone Ceremonies.

Adjuncts will be included in milestone ceremonies alongside all other employees. Recognition will be determined from their original date of hire regardless of shifts in employment status throughout their time at PSU.

Article 8. APPOINTMENTS AND ASSIGNMENT RIGHTS

Section 1. Appointments.

All appointments of Adjunct faculty are non-tenure-related.

No appointment will create any right, interest, or expectancy in any further appointment beyond its specific term, except as expressly provided in this Agreement.

Letters of appointment to employ or re-employ shall, when feasible, be sent at least five (5) weeks prior to the first class meeting of the course to be taught. An Adjunct faculty member will receive additional compensation, as provided in Article 12, Section 8, if the letter of appointment is offered less than two weeks (four weeks for fall) prior to the first class meeting or if the class is cancelled less than two weeks prior to the first class meeting or within the first two weeks of class. This provision for instructional faculty only applies during fall, winter and spring terms. During summer term, cancellation compensation will be calculated and dispensed according to the HR form "Cancellation of Appointment for Adjunct Pay." This provision does not apply to Adjunct Faculty teaching Applied Music Instruction courses.

Adjuncts are encouraged to contact their Chair before the first class session to discuss expected class sizes, course expectations and support resources available.

Declination of an offer made less than three (3) weeks before the first class meeting, or first day of research employment, will not prejudice the University's consideration of offering future employment. However, acceptance of and subsequent withdrawal without reasonable cause from an offered course or research appointment within two weeks before the first meeting may prejudice the University's consideration of future employment.

All offers to employ Adjunct faculty members will be made in the form of a letter. An offer not accepted by the date specified in the letter of appointment will be considered to have been withdrawn. The letter of appointment will contain the offered adjunct academic rank, rate of pay, courses to be taught each term, credit hour of the courses, timing of courses, information for professional evaluations (as provided for in Article 8, Section 4), notice regarding future appointments, notice of faculty right to additional compensation in the cases of extra-instructional work, late appointments, and class cancellation, bargaining unit status and PSUFA contact information, as well as other relevant information.

Substantial changes to letters of appointment templates will be discussed with the Labor Management Committee (LMC) prior to implementation.

The assignment of FTE for Adjunct faculty members shall be on the basis that 1.0 FTE equals forty-five (45) course credit hours per academic year.

Section 2. Academic Rank for Adjunct Faculty.

2.1 Academic Rank for Instructional Faculty Appointments:

Adjunct faculty members who hold advanced degrees or have comparable experience in the discipline in which they teach (but do not hold terminal degrees in their field) will be hired at a minimum academic rank of **Adjunct Instructor**.

Adjunct faculty members who hold terminal degrees or have comparable experience in the discipline in which they teach will be hired at the minimum rank of **Adjunct Assistant Professor**.

Comparable experience will be determined by the Department based on the faculty member's professional accomplishments. Departmental guidelines will inform the Chair's determination and a Letter of Agreement will provide additional details for process and criteria in the evaluation of an Adjunct faculty member's experience.

An Adjunct faculty member who obtains a terminal degree in their field while employed at the University shall advance to the rank of Adjunct Assistant Professor at the beginning of the term immediately following the award of their degree.

Adjunct Instructors will be eligible for advancement to the rank of **Adjunct Senior Instructor** upon the completion of a minimum of 3 years or 20 credits, whichever occurs first, at the rank of Adjunct Instructor at the University. A break in service will reset progression.

If a successful performance evaluation, as described in Article 8, Section 4, was done before the faculty member is eligible to advance in rank the Department Chair will

consider those materials in their determination of advancement in rank consistent with Department guidelines.

2.2 Academic Rank for Research Faculty Appointments:

Research faculty who do not hold terminal degrees in their fields will be hired at a minimum academic rank of **Adjunct Research Assistant**.

Research faculty who hold terminal degrees or a Master's degree and have comparable experience in their fields will be hired at the minimum academic rank of **Adjunct Research Associate**.

Research Assistants who obtain terminal degrees in their fields while employed at the University shall advance to the rank of **Adjunct Research Associate** at the beginning of the term immediately following the award of their degree.

Research Assistants and Research Associates in this bargaining unit will be employed on, and will abide by the same standards and employment policies applicable to other professionals in the research unit.

2.3 General Provisions Regarding Academic Ranks:

All Adjunct faculty members may request consideration for adjustment of rank from their Department Chair as provided above.

Faculty members entering the PSUFA bargaining unit with an academic rank other than those listed above will be given the opportunity to retain their previous rank or be assigned a comparable rank at the discretion of the Department Chair.

Faculty who are current employees at the time this contract is ratified may, at their option, continue to hold their current rank provided that it is a rank available in the CBA in effect when they were hired.

Those PSU faculty who retire from a ranked position that is more than half-time and are thereafter hired as an Adjunct at PSU will retain the equivalent rank as an Adjunct.

Section 3. Assignment Rights and Re-appointment.

3.1 Definitions

- a) **Accumulated credit load** means the cumulative number of credits, in a department, an Adjunct faculty member has taught starting from initial date of hire excluding courses taught during a summer session. "Accumulated credit load" shall include all credits previously taught, excluding summer session, and excluding any credits taught while working outside of the PSUFA bargaining unit. A break in service of a full academic year (including summer) will reset cumulative load calculations for appointments. Exception for those teaching on a fixed-term (full-time) contract outlined in 3.6.
- b) **Appointment** is defined as a period of employment to work as an Adjunct instructor or researcher at the University.
- c) **Appointment order** is a ranked list of Adjuncts maintained by each department determined from their total accumulated credit load from date of hire within the department and the length of their appointment. Those on 2-year appointments with the highest number of accumulated credits come first, followed by those on 9-month appointments, and lastly those on term-by-term appointments.

- 1
2 d) **Assignment Rights** is defined as an Adjunct's right to be assigned a minimum
3 number of credits in a department. The minimum number of credits assigned for
4 each Adjunct will be calculated based on the factors set out in 3.6.
5
6 e) **Priority consideration** means that Adjuncts with assignment rights will be given
7 right of first refusal to courses they have previously taught.
8

9 **3.2 Initial Appointments**

10 Initial appointment for newly-hired Adjuncts may be granted on a term-by-term basis.
11 Adjunct applicants may apply for adjunct teaching pools via the People Admin portal.
12

13 **3.3 Nine-Month Appointments**

14 Adjunct faculty will be offered 9-month academic year appointments with assignment
15 rights for all future appointments once they have been employed by a particular
16 department for two years or have taught eight credits (whichever occurs first). This
17 appointment will be offered, at the beginning of the academic year following their
18 becoming eligible. For example, if an Adjunct's first term with the University is Fall, 2020
19 and they teach eight credits in that term, they will be offered a nine-month appointment in
20 Fall, 2021.
21

22 **3.4 Two-Year Appointments**

23 Adjunct faculty will be offered two-year appointments with assignment rights after being
24 employed for a total of three years in a particular department or 20 credits (whichever
25 occurs first) and successfully completing the professional evaluation process described in
26 Article 8, Section 4.
27

28 This appointment will be offered at the beginning of the academic year following eligibility.
29 For example, if an Adjunct meets these requirements by Winter 2020, they will be offered
30 a two-year appointment in Fall, 2021.
31

32 Upon completion of a two-year appointment, Adjuncts will be offered two-year
33 appointments thereafter.
34

35 **Exception:** Current Adjuncts who have been employed by PSU since prior to September
36 16, 2014, are automatically eligible for a two-year appointment and are not required to
37 complete the professional evaluation process. They may be evaluated every four years if
38 initiated by the Chair.
39

40 Adjuncts with two-year appointments and assignment rights under the terms of previous
41 collective bargaining agreements will retain those rights under this agreement.
42

43 **3.5 Reappointments**

44 During winter term, no later than week 6, Departments will email all current Adjuncts to
45 inquire about their availability and desired schedule for the upcoming year via the online
46 HR applicant portal. Every 3 years, Departments may request returning Adjuncts to
47 update their employee information, resumes, or supporting documents.
48

49 The online HR portal will post course offerings for the full upcoming academic year.
50 Additional courses may be necessary and will be posted.
51

52 Substantive changes to the applicant portal or application process that impact adjuncts
53 will be discussed with the LMC prior to implementation.

Departments will confirm their intent to renew the appointment of Adjuncts by week 5 of Spring term. Details about course assignments and schedule for the coming academic year will be communicated to faculty by July 15. If the information is unavailable, the Labor Management Committee will be notified prior to July 15 with an updated timeline for delivery of this information.

Adjunct reappointment letters will be issued by the 3rd week of August or 5 weeks before the first day of fall term. Letters sent after that date will be subject to late appointment fees as per Article 12, Section 8.

If an Adjunct's appointment will be changed due to the academic judgement of the Department Chair taking into account drops in enrollment, shifts in full-time teaching loads, pedagogical, or curricular changes, the Chair will attempt to find other teaching opportunities for the Adjunct in the Department based on what they are qualified to teach and in accordance with their assignment rights.

If a Chair fails to reappoint an Adjunct to teach for the next academic year based on the criteria listed in the above paragraph, the Adjunct will be notified by week 5 of spring term.

If an Adjunct's appointment is changed, their Chair will provide them with an explanation for that determination.

Failure to reappoint an Adjunct faculty member with assignment rights, due to performance or behavior issues must go through the Progressive Sanctions process described in Article 16.

3.6 Assignment Rights

An Adjunct is entitled to assignment rights in conjunction with their nine-month or two-year appointment. See the table below:

Cumulative Time Credits Taught	Appointment Length	Assignment Rights Due	Example
< 8 credits	Term-by-term	No assignment rights; annual application process. Priority appointment over new hires.	If a new course is being offered and all Adjuncts with assignment rights have had their rights met and have been offered the right of first refusal, an Adjunct on a term-by-term appointment will be offered the course.
≥ 8 credits or 2 years	9-month contract	Greater of 1 course per academic year or the average annual credit load taught during the initial 8-credit/2-year period required for eligibility. Priority over term-by-term contracted adjuncts.	If an Adjunct taught 4 credits in their first year and 2 credits in their second year, then in the Fall of their third year they will be offered a 9-month appointment and a minimum assignment rights of 3 credits.
≥ 20 credits or 3 years + Successful Evaluation	2-year contract	Greater of 2 courses per academic year or the average annual credit load taught during the initial 20-credit/3-year period required for eligibility.	If an Adjunct taught 8 credits in their first year and 12 credits by the winter of their second year, they would be eligible for a professional evaluation in spring of their second year. After a successful evaluation in the spring of their second year, they would be offered a two-year

			appointment and a minimum assignment rights of 10 credits in the fall of their third year.
Hired prior to Sept. 16, 2014	2-year contract	Greater of 2 courses per academic year or the average annual credit load taught annually during AYs 2014-15 and 2015-16.	If an Adjunct was hired in fall 2011, and held assignment rights under a previous CBA, and absent a professional evaluation, in fall 2021 they will be given a 2-year contract based on the annual average credit load taught between AYs 2014-15 and 2015-16.

Once established, assignment rights remain constant.

Adjuncts may be offered more credits than their minimum assignment rights require.

An Adjunct can decline any courses offered to them without penalty to their assignment rights. This declination must be in writing.

An Adjunct may have assignment rights in one department or multiple departments.

Adjuncts who leave the bargaining unit for up to 3 years on fixed-term contracts at PSU, will maintain their existing appointment order and assignment rights after their full-time contract is completed if they re-enter the bargaining unit.

If an Adjunct's assignment rights do not correspond with the discrete course units available, their appointment must be rounded up to ensure their minimum assignment rights are met. (e.g. if assignment rights are 14.5 credits but only 4 credit courses are taught in the unit, 16 credits must be offered to meet the minimum assignment rights).

3.7 Assignment Rights Tracking

Teaching assignment records for Adjuncts will be maintained by each department that include at minimum:

- date of hire
- accumulated credit load
- history of all courses taught (course ID and term in which it was taught)
- minimum teaching assignment/assignment rights credit calculation
- title/rank
- appointment length
- appointment order
- areas of expertise

These records will be the basis for determining Adjunct appointments, which courses an appointed Adjunct will teach, and their assignment rights. Departmental records will be available to bargaining unit members and PSUFA leadership upon request for review.

3.8 Course Assignments

The University will offer classes to existing Adjuncts before hiring new Adjuncts. Administrators will offer classes to as many Adjuncts with assignment rights as possible. All offers of classes will take into account the Adjunct faculty members teaching history and areas of expertise.

Departments will offer classes to Adjuncts as follows:

- a) First, two courses will be offered to Adjuncts on two-year appointments, as described in Article 8, Section 3.4. If more than one Adjunct in a department or program are on two-year appointments, courses will be offered according to appointment order, as defined in Article 8, Section 3.1.
- b) Second, one course will be offered to Adjuncts on one-year appointments, as described in Article 8, Section 3.3. If more than one Adjunct in a department or program are on one-year appointments, courses will be offered according to appointment order, as defined in Article 8, Section 3.1.
- c) Remaining courses will be distributed by repeating the above steps as needed until Adjuncts' minimum teaching assignments have been met or until all courses have been assigned.
- d) If all Adjuncts with assignment rights have been given courses that reflect their assignment rights, all remaining Adjuncts who have been working on a term-by-term basis and/or newly hired Adjuncts will be given courses according to their accumulated credit load.
- e) In cases when departments undergo curricular changes that impact multiple courses taught by Adjuncts, all Adjuncts with assignment rights will be notified in advance and provided an opportunity to show evidence of their abilities to teach the new courses. The final decision to assign this work will be determined by the academic judgment of the Chair.
- f) If courses that occur during an Adjunct faculty member's appointment are expected to be cancelled or modified, the faculty member will be notified at least one term in advance.
- g) If an Adjunct does not receive their established assignment rights due to an error in the application of the assignment rights process, they may seek redress through the grievance procedure.
- h) Neither the University nor its Departments, schools, or colleges shall establish a policy which arbitrarily limits the number of academic terms or years during which a member may be employed.
- i) A decision not to renew an appointment is not grievable except as an alleged violation of a provision of this Agreement.

Section 4. Professional Evaluation.

An Adjunct Instructional faculty member who has been employed as an Adjunct by PSU for 3 years or 20 credits, whichever occurs first, will be offered a Professional evaluation by their Chair, Chair Equivalent or Program Manager.

Professional evaluations are for providing feedback and developmental guidance to Adjunct faculty members and to determine if a two-year appointment is appropriate. This process will not be used for the purposes of sanctioning or termination of an employee.

4.1 Eligibility and Timing

A faculty member will be notified of their eligibility for a professional evaluation before the end of the term in which they complete the requirements. This notification will be

1 accompanied by instructions for submission and a template for assessing evaluation
2 materials. Templates will be shared with the LMC.

3
4 The professional evaluation process will be completed either in the following term or no
5 later than the end of the next term in which the faculty member teaches. Once offered,
6 the faculty member may choose whether or not to have an evaluation at that time.

7
8 If an Adjunct faculty member elects not to have an evaluation at that time, they will be
9 offered another opportunity for an evaluation after they have been employed for an
10 additional 1 year.

11
12 There will be no repercussions for an Adjunct faculty member who elects not to have an
13 evaluation. Future appointments will continue to be offered on a full academic year basis,
14 once the faculty member has completed the initial requirements as set forth in Article 8,
15 Section 3.3. Adjunct faculty members who opt out may be offered a two-year
16 appointment at the discretion of the Chair.

17
18 Information about the process for professional evaluations will be referenced at the time
19 of hire in each Adjunct faculty members' letter of appointment.

20 21 **4.2 Process & Materials**

22 Professional evaluations will be based on the totality of the following materials. If there
23 are other materials not listed here that a faculty member wishes to include, they may do
24 so with the agreement of their Chair or designee. If there are other materials not listed
25 here that the Chair wishes to include, they must notify the Adjunct and provide them with
26 the opportunity to review them prior to the submission of the dossier.

- 27
28 a) Current CV or Resume.
29 b) Student course evaluations during the period under review.
30 c) A short reflective response to student evaluations for the period under
31 review.
32 d) Teaching philosophy or research experience statement (if applicable).
33 e) A current syllabus for each course taught during the corresponding academic
34 year (not applicable for research faculty).
35 f) The faculty member may choose up to two of the elective materials listed
36 below, this could include but is not limited to:
37 Classroom observation by a peer of the faculty member's choice;
38 Letter of support by a peer of the faculty member's choice;
39 Examples of special assignments, projects, or research;
40 Description of how the faculty member is staying current in their field.

41
42 Faculty members are encouraged to discuss the selection of elective materials and the
43 process for evaluation with their Chair or designee prior to submission date.

44 45 **4.3 Professional Evaluation Results**

46 Professional evaluation results will be shared in writing and will be signed by the Chair
47 upon completion. A faculty member will be given the opportunity to acknowledge the
48 evaluation results and/or create a written response. Upon request of either party, the
49 results will be shared at an in-person meeting. Any faculty member's written response to
50 the evaluation process will be attached to the evaluation documents. Any written

1 evaluation or record of an observation will be included in the employee's personnel file
2 and must comply with provisions of Article 9 (Personnel Files).

3
4 Once an Adjunct faculty member has received a successful evaluation, future
5 appointments will be offered for a term of two academic years, subject to the provisions
6 of Article 8, Section 3.4. Further evaluations may be conducted every four years if
7 initiated by the Chair. Evaluations will follow the process outlined above.

8
9 A faculty member who receives a negative evaluation will not be issued a two-year
10 appointment, but will continue to receive their one-year appointment. The one-year
11 appointment will continue to follow the process for assignment rights and minimum
12 teaching assignment outlined in Article 8, Section 3.

13
14 Faculty members will be offered the opportunity to be re-evaluated within the year
15 following a negative evaluation based on clear written criteria for improvements.

16
17 All negative evaluations must include a written explanation of the reasons for the
18 evaluation result and a statement that the faculty member is not eligible for a two-year
19 contract, but will instead retain their existing one-year appointment. An Adjunct faculty
20 member who is not eligible for a two-year contract as a result of a negative evaluation
21 may appeal, subject to the process as set forth below. Information about the appeal
22 process will be outlined in a faculty member's evaluation results.

23 24 **4.4 Professional Evaluation Appeal Process**

25 For the purpose of this appeal process, information provided by email will be considered
26 to have been submitted in writing.

27
28 An Adjunct faculty member who receives an evaluation that results in the Department
29 not offering that faculty member a two-year appointment may appeal to the Chair within
30 30 days. Appeals will be made using the form in the Appendix. Faculty members will be
31 informed of their right to PSUFA representation. The Chair shall provide a written
32 response within 10 days of receiving an appeal.

33
34 If the faculty member is dissatisfied with the Chair's decision, the faculty member may
35 appeal to the Dean (using Appendix D), with a copy to the Chair, within 10 days after
36 receiving the Chair's appeal response. Within 5 days after receipt of the appeal to the
37 Dean, the Chair shall provide the Dean with all documents pertinent to the evaluation,
38 with a copy to the faculty member. The faculty member may file a written explanation in
39 support of their position. The Dean will render their decision in writing within 5 business
40 days of receiving the appeal and required documentation. The Dean's decision is final.

41
42 Grievances, with regard to professional evaluations may only be filed on process issues.
43 If an appeal is made, any grievance timeline will not begin running until the Dean's
44 decision is issued.

45 46 **Section 4.5. Voluntary Resignation.**

47 Failure to appear at the beginning of a term to meet assigned classes, or failure to meet
48 classes during any subsequent week(s), without a diligent effort to provide written
49 notification to the University will be understood to constitute voluntary resignation.

Article 9. PERSONNEL FILES

Section 1. Legally Permissible Files.

An Adjunct faculty member has the right to know of the existence and location of each of the three legally permissible files maintained on them by the University that might be used relative to the employee's qualifications for employment or re-employment, performance evaluation, and/or disciplinary action. These 3 files, if maintained, are kept by HR, the Dean's office and the Chair's office. 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. Access to Personnel Files.

The individual will have access to examine their file during normal business hours under conditions which protect the integrity of the files. The faculty member will have the right to copy their file. The faculty member may be accompanied by a representative of their choice at the time the file is examined.

Section 3. Sources.

The source of all materials in the personnel file will be identified. No unauthorized or anonymous materials will be contained in the personnel file.

Section 4. Adding Additional Materials.

An Adjunct faculty member will have the right to submit additional information to be placed in their personnel file which may include, but not be limited to: transcripts supporting claim to academic work; documents supporting claim to professional training; letters and records describing work experience; copies of statements of employment; 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 their file.

Section 5. Errors and Omissions.

If a faculty member should become aware that their personnel file contains errors of fact or omission, the faculty member may petition, in writing, the Provost or their authorized designee, to remove or correct said information.

Article 10. GRIEVANCES

Section 1. Purpose.

The purpose of this Article is to provide a prompt and efficient procedure for resolving alleged contract violations that also maintains a positive relationship between the member and the supervisor.

1 The parties, thus, prior to a formal grievance process may attempt to engage in a restorative
2 and informal conversation, outlined below. Engaging in formal or informal grievance procedures
3 should be considered part of a restorative process.
4

5 The procedures hereinafter set forth shall be the sole method for resolving grievances as that
6 term is herein defined.
7

8 **Section 2. Definitions.**

9 The following definitions from Article 2 are repeated here for ease of reading.
10

- 11 1. **Arbitration** means a formal process that includes a neutral 3rd party arbitrator who will
12 review facts and render a binding decision to the parties
13
- 14 2. **Day** means a day in an official academic calendar of the University, excluding Saturdays
15 and Sundays, PSU holidays and emergency closure days. Summer Session days will
16 not be counted as days for those members not employed during the Summer Session.
17
- 18 3. **Grievance** means an allegation that there has been a violation, misrepresentation, or
19 improper application of the express terms of this Agreement. The term "grievance" shall
20 not include complaints related to matters of "academic judgment."
21
- 22 4. **Grievant** means one or more members of the bargaining unit, the Union, or the
23 University in appropriate cases, damaged or injured by the act or omission being
24 grieved.
25
- 26 5. **Remedy** means the result sought by the "grievant" in the informal or formal grievance
27 process to make the employee whole.
28
- 29 6. **Union Representative** means a member who represents their fellow bargaining unit
30 member or represented parties. Additionally, a representative has a duty to ensure the
31 Collective Bargaining Agreement is upheld. The "union representative" may be present
32 during any informal or formal process.
33

34 **Section 3. General Provisions.**

35
36 A grievant has the right of self-representation at any step, formal or informal, in the grievance
37 procedure and/or may be accompanied or represented by a Union representative.
38

- 39 a. All grievances shall be presented to the appropriate supervisor in writing within thirty (30)
40 days of the act, omission, or commencement of the condition on which the grievance is
41 based, or after the date on which the member knew or reasonably should have known of
42 such act, omission, or condition, if that date is later.
43
- 44 b. In no event, however, shall grievances be presented more than 120 days after the act,
45 omission, or commencement of the condition on which the grievance is based.
46
- 47 c. The Union has the right to be present at, and to participate in, any formal or informal
48 step in the grievance procedure.
49
- 50 d. The parties may mutually agree to modify the time limits in any step of the grievance
51 procedure. At formal steps, agreement to modify time limits shall be in writing.
52

- e. The grievant's failure to meet timelines at any step of this procedure shall be considered acceptance by the grievant of the decision rendered at the previous step.
- f. The responding party's failure to communicate the decision on the grievance at any step within the time limits, including any extensions thereof, shall allow the grievant to proceed to the next step.
- g. Any resolution of any grievance shall be signed by the University, the Grievant and the Union, with the exception of those grievances resolved during the Informal Meeting.
- h. All grievances, requests for review, and arbitration notices must be submitted in writing on forms attached to this Agreement as Appendices A and B, respectively; and shall be signed by the grievant.
- i. The University may refuse consideration of a grievance not filed in accordance with this Article.
- j. A grievance may not be filed under this Article for an act or omission which occurred prior to the effective date of this Agreement.
- k. A grievance may be withdrawn by a grievant at any time. Any withdrawal of a grievance must be in writing.
- l. With the exception of the informal meeting to the step I process, grievances will not be heard by the same person again.
- m. Only the Union may elevate a grievance to arbitration under the processes of Article 11.
- n. Failure to reappoint or termination due to program reduction or financial exigency shall not be grievable.

Section 4. Presentation of Grievances.

1. The grievance shall be presented on the grievance form (Appendix A) and shall set forth the act, omission, or condition on which the grievance is based, the date thereof, the specific provision(s) of this Agreement which is in dispute, and the remedy sought.
2. Upon receipt of the written grievance, the official identified at each step shall meet with the grievant and shall render a written decision, following the timelines listed below.
3. The parties may also elect to resolve the grievance informally during this period, but the official identified at each step will, in any case, render their decision within 15 days.
4. The parties may mutually agree to initiate the grievance at higher step as appropriate.
5. If the matter being grieved relates to an act or omission by a Vice President or the President, the grievance may be filed at Step IV, in the manner provided at this step.

Section 5. Grievance Steps.

All grievance submissions, excluding the informal step, must be submitted and elevated in writing using the grievance form in Appendix A.

Grievance steps are as follows:

Informal Meeting (Optional) between grievant and the Supervisor (Chair or equivalent). This step of the process is voluntary, but highly encouraged. If this meeting is unsatisfactory the grievant may move to Step I.

Step I - Formal Meeting with Supervisor (Chair or Equivalent) The Supervisor will hold a meeting with the Grievant within 5 days of receipt of written grievance. The Supervisor will issue a Step I decision within 10 days of the meeting.

Step II - Meeting with Dean or Designee - If Grievant is dissatisfied with the Step I decision, the grievant shall submit to Step II within 15 days of receipt of Step I decision. Within 5 days of receipt of the grievances the Dean or Designee will hold a meeting with the grievant. The Dean or Designee will issue a Step II decision within 10 days of the meeting.

Step III - Meeting with Provost or Designee – If Grievant is dissatisfied with Step II decision, the grievant shall submit to Step III within 15 days of receipt of Step II decision. Within 5 days of receipt of written grievance The Provost or Designee will hold a meeting with the grievant. The Provost or Designee will issue a Step II decision within 10 days of the meeting.

Step IV - Meeting with President or Designee - If the grievant is dissatisfied with the Step III decision, the grievant shall submit a Step IV within 15 days of receipt of Step III Decision. Within 5 days of receipt of the written grievance The President or Designee will hold a meeting with the grievant. The President or designee will issue a Step II decision within 10 days of the meeting.

Step V - Arbitration - If dissatisfied with the Step IV decision, the Union may elect to move the issue to Arbitration following the procedures outlined in Article 11.

Article 11. ARBITRATION

Section 1. Intent to Arbitrate. Notice of intent to arbitrate an unresolved grievance (Appendix C) must be filed with the President of the University within twenty (20) days of the decision rendered under the provisions of Paragraph one of Step 2.

Section 2. Arbitrator Selection. Within ten (10) days of receipt of notice of intent to arbitrate, the parties shall meet to select an arbitrator by any methods of mutual consent, or by requesting a list of seven American Arbitration Association (AAA) listed arbitrators from the Employee Relations Board. When striking from a mutually created list or list provided by ERB, each party shall alternately strike names from the Arbitration Panel until one name remains. The party initiating the arbitration shall strike the first name.

No prospective arbitrator shall be an employee of the Oregon University System unless both parties have agreed to the contrary.

1 If the arbitrator selected cannot hold the hearing within forty-five (45) calendar days and either
2 party does not agree to an extension of time, the selection procedure as provided herein shall
3 be repeated using the remaining names on the Arbitration Panel or a new list from the
4 Employment Relations Board, as appropriate.
5

6 **Section 3. Submission Agreement.** As soon as practicable after the notice of intent to
7 arbitrate has been filed, the parties shall meet to draft a submission agreement. They shall
8 attempt to agree on the precise issue to be submitted to arbitration, stipulation of facts, joint
9 exhibits, and any other matter designed to expedite the arbitration process.
10

11 If the parties are unable to agree on the precise issue to be submitted, each party shall submit
12 its own version of the issue to be decided. The arbitrator shall then decide the precise issue to
13 be arbitrated. Such decision shall be made prior to determining arbitrability.
14

15 **Section 4. Conduct of the Hearing.** The arbitrator shall hold the hearing in Portland, Oregon,
16 unless otherwise agreed by the parties. The hearing shall commence at the earliest date
17 convenient to the parties, but in no case more than forty-five (45) days from notification of the
18 arbitrator, unless mutually agreeable otherwise.
19

20 If the arbitrator or both parties request that post-hearing briefs be submitted, the arbitrator shall
21 establish a date for the submission of such briefs and the hearing will be deemed to have been
22 closed by such date.
23

24 **Section 5. Arbitrability.** In any proceeding under this Article for which there is a submission
25 agreement, the first matter to be decided is the arbitrator's jurisdiction to act. In the absence of a
26 submission agreement, the arbitrator shall first decide the issue to be arbitrated as provided in
27 Section 3 of this Article; then the arbitrator's jurisdiction shall be decided. If arbitrability is in
28 dispute between the parties, the arbitrator shall hear the parties on the question before deciding
29 the matter of arbitrability, which shall be announced. Upon concluding that the issue is
30 arbitrable, the arbitrator shall normally proceed with the hearing at that time, with each party
31 retaining the right to seek judicial review of the arbitrator's decision as to jurisdiction.
32

33 Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter
34 or make any decision or recommendation regarding the merits of the issue.
35

36 **Section 6. Authority of the Arbitrator.** The arbitrator shall neither add to, subtract from,
37 modify or alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing
38 any statement, opinion, or conclusions not essential to determination of the issue submitted.
39

40 The arbitrator shall have no authority to hear or decide matters which relate to allegations of
41 discrimination on a basis prohibited by state or federal law, regulation, or rule, except that
42 concerning Union activity.
43

44 Except as otherwise provided in this section, the arbitrator shall have no authority to hear or
45 decide any issue or grievance related to matters involving "academic judgment" as defined in
46 Section 3(b), Article 10 (Grievances). In cases involving "academic judgment," the arbitrator
47 shall not substitute his judgment for that of the faculty or the administrator. Nor shall the
48 arbitrator review such decision except for the purpose of determining whether the procedural
49 steps provided in this Agreement have been followed. If the arbitrator determines that
50 procedural steps have not been followed where an exercise of "academic judgment" is involved,
51 the arbitrator shall direct that the matter be reconsidered by the appropriate official in
52 accordance with relevant procedural steps.
53

1 The arbitrator may direct that the status quo ante be maintained until a judgment is made having
2 properly followed appropriate procedural steps. The arbitrator may not direct that a member be
3 reappointed, promoted, or awarded indefinite tenure.

4
5 The arbitrator shall have no authority to award monetary damages or penalties, but may award
6 back pay to accompany an order of reinstatement.

7
8 The arbitrator shall have no authority to make decisions limiting or interfering in any way with
9 the powers, duties, and responsibilities of the University and the Board which have not been
10 expressly limited by this Agreement.

11
12 **Section 7. Arbitrator's Decision.** The arbitrator derives his authority wholly and exclusively
13 from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon
14 the parties as to the issues submitted, provided that either party may appeal the decision on the
15 basis of repugnance to law, jurisdiction, or that the arbitrator exceeded authority granted by this
16 Agreement.

17
18 The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the
19 hearing unless the parties have agreed to additional time.

20
21 The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning,
22 and conclusions on the issues submitted and shall include a clear statement as to the prevailing
23 party.

24
25 **Section 8. Costs.** All fees and expenses of the arbitrator shall be borne by the party not
26 prevailing in arbitration. Where an award clearly finds each party culpable, costs will be shared
27 equally.

28
29 Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses,
30 if any, shall be borne by the party calling the witness. The cost of any transcripts required by the
31 arbitrator shall be divided equally between the parties and each party shall be furnished a copy
32 thereof. If either party wishes a transcript of the hearing, it may have one made at its own
33 expense, but shall provide the arbitrator and the other party a copy at no charge.

34
35 **Section 9. Miscellaneous Provisions.** Except as modified by the provisions of this
36 Agreement, arbitration proceedings shall be conducted in accordance with the then prevailing
37 Voluntary Labor Arbitration Rules of the American Arbitration Association or, if the parties agree,
38 in accordance with the Association's Expedited Arbitration Rules.

39
40 In matters of grievance appeals of disciplinary action, the burden of proof shall be upon the
41 University. In all other matters, the burden of proof shall be upon the party initiating the
42 arbitration.

43
44

45 **Article 12. SALARIES AND PAYROLL ADMINISTRATION**

46
47 Preamble. PSU and PSUFA affirm their commitment to equity as an essential framework of the
48 institution's administration including the terms and conditions of employment of our part-time
49 faculty.

Nothing in this Article should be construed to limit the ability of employing units to set rates that exceed the minimum per credit and hourly salary rates established in this Article.

Section 1. Preservation of Salary Rates.

Except for emeriti and those on post-retirement agreements, members exiting the AAUP bargaining unit and entering the PSUFA bargaining unit, as a result of a reduction in load, will be employed at salary rates no less than the minimum for the faculty rank at which they were formerly employed, provided that said rate is at least equal to the minimum set forth in Section 2 or Section 3, below.

Section 2. Instructional Appointments and Minimum Salary Rates.

Minimum salaries for members of the bargaining unit who are employed as Adjunct faculty or Emeritus faculty will be set at a per credit rate of no less than the following:

Effective Fall Term 2019	\$1043
Effective Fall Term 2021	\$1084 (includes + 1% COLA see Section 4)
Effective Fall Term 2022	\$1120 (includes + 1% COLA see Section 4)

Section 3. Research Appointments and Minimum Salary Rates.

Members of the bargaining unit who are employed as Research Assistants or Research Associates will be appointed at salary rates no less than the following:

Research Assistant, effective September 16, 2019	\$24.50
Research Assistant, effective September 16, 2021	\$25.62 (includes + 1% COLA see Section 4)
Research Assistant, effective September 16, 2022	\$26.61 (includes + 1% COLA see Section 4)
Research Associate, Effective September 16, 2019	\$26.41
Research Associate, effective September 16, 2021	\$27.55 (includes + 1% COLA see Section 4))
Research Associate, effective September 16, 2022	\$28.56 (includes + 1% COLA see Section 4)

Section 4. Cost of Living Adjustments (COLA).

Effective September 16, 2021, and again on September 16, 2022, all eligible adjunct faculty members will receive a cost of living adjustment to their salary rate on the first day of their first employment period during that academic year. Such adjustment will be a 1% (one) percent increase.

Section 5. Length of Service Increases. *

Per Economic Reopener Negotiation Outcomes Retain current contract language. Parties agree to draft a statement of intent.

Adjunct Faculty Members employed on September 30, 2017 will receive a salary increase based on years of continuous service at the University, as of that date, as follows:

- a. Three years of service or more, but less than five years of service: 0.25%
- b. Five years of service or more, but less than seven years of service: 0.50%
- c. Seven years of service or more, but less than nine years of service: 0.75%

d. Nine years of service or more: 1.00%

*See PSUFA's Statement of Intent and PSU's Statement of Intent pages 58 and 59.

Section 6. Compensation for Committee Service, Advising, Mentoring Activities, and Special Projects.

Adjunct instructional faculty who participate in committee service, advising and mentoring activities, or who are assigned special projects for the University upon University request and Department Chair approval, as provided in Article 8, Section 1, will be compensated for such participation through a salaried wage agreement.

Special projects include, but are not limited to, developing courses to be taught by other faculty members and curriculum development. Advising and mentoring activities include assigned advising and mentoring activities for students not currently enrolled in the adjunct faculty member's course.

The salaried wage agreement must be negotiated and executed in advance of the faculty member's service or project. The agreement must include an estimate of the anticipated time commitment and an estimated total cost based on a minimum rate of \$25 per hour. This rate increases with any COLA. In fall 2021, the rate is \$25.25. In fall 2022, the rate is \$25.50.

The total amount of compensation for committee service or special projects under this Article 12, Section 6, combined with the faculty member's instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.

Section 7. Compensation for Independent Study Supervision.

Adjunct instructional faculty who supervise student independent study, with approval of their Chair, will be compensated through a salaried wage agreement. The salaried wage agreement must be executed in advance of the faculty member's supervision. The agreement must include a fixed salary based on the credits of supervision, as approved by the Chair. The fixed salary will be the greater of \$100 or \$50 per approved credit. The total amount of compensated service under this Article 12, Section 7, combined with the faculty member's instructional appointment and any other compensation under this Agreement, may not exceed a total FTE of .49 per year.

Section 8. Course Cancellation / Late Notice Compensation.

8.1 Fall Term Late Notice Compensation

All Adjunct instructional and research faculty members will receive additional compensation if their letter of appointment for course instruction is offered late, in accordance with the following table:

If in Fall Term the letter of appointment is offered...	
within four weeks of the first class meeting,*	\$50 per credit.
within two weeks of the first class meeting,	\$75 per credit.
after the first class meeting,	\$100 per credit.

* This compensation only applies to adjunct faculty with annual or multi-year contracts.

If an Adjunct faculty member withdraws from the course assignment less than two weeks before the first class meeting and the University assigns another faculty member to teach that course, then PSU is not obligated to pay late notice fees.

8.2 Winter and Spring Late Notice Fee

All adjunct instructional and research faculty members will receive additional compensation if their letter of appointment for course instruction is offered late, in accordance with the following table:

If in Winter and Spring Term the letter of appointment is offered...	
within two weeks of the first class meeting,	\$75 per credit.
after the first class meeting,	\$100 per credit.

If an adjunct instructional or research faculty member withdraws from the course assignment less than two weeks before the first class meeting and the University assigns another faculty member to teach that course, then PSU is not obligated to pay late notice fees.

8.3 Course Cancellation Compensation

Except as otherwise provided below, all adjunct instructional and research faculty members will receive additional compensation for cancelled courses in accordance with the following table:

When the assigned course is cancelled...	
within two weeks of the first class meeting,	\$100 per credit.
after the first class meeting,	\$125 per credit.

This provision only applies during Fall, Winter, and Spring Terms. During Summer Term, cancellation compensation will be calculated and dispensed according to the HR form "Cancellation of Appointment for Adjunct Pay."

If a course assigned to an adjunct instructional or research faculty member is cancelled for any reason, then the employing unit will make efforts to assign a different course to the adjunct faculty member, one that they have taught at PSU before. If the adjunct instructional or research faculty member is assigned an equivalent replacement for their cancelled course in the same term, the employing unit will not be required to pay the late notice/course cancellation fee, with the exception of the following: If an adjunct instructional or research faculty member is assigned a replacement course within two weeks of the first class meeting and they have not taught such course within the past three academic years, the adjunct faculty member will be compensated at the rate of \$75 per credit.

Due to off-cycle enrollment, Article 12, Section 8, does not apply to adjunct faculty teaching Applied Music Instruction courses or to instructional adjunct faculty who are employed in the Intensive English Language Program (IELP).

1
2 **Section 9. Compensation for Contract Negotiations.**

3 The University agrees to compensate up to three (3) bargaining unit members for the purpose of
4 preparing for and participating in the negotiation of a successor Agreement, re-opened Agreement,
5 or expedited bargaining, as provided in this Section.
6

7 The first, third, and fifth Union bargaining team members will be compensated as provided in this
8 Section. The second, fourth, and sixth Union bargaining team members will not be entitled to
9 compensation under this Section.
10

11 The compensation for contract negotiations is intended to be sufficient to compensate the member
12 for time spent to prepare for and participate in the negotiations. "Participate in negotiations"
13 includes the scheduled bargaining sessions, team caucus meetings, preparation time to bargain,
14 and time to do research and analysis for bargaining. Compensation for each bargaining unit
15 member will not exceed the equivalent of two credits per term for the duration of the contract
16 negotiations not to exceed a maximum of four terms.
17

18 Only those bargaining unit members currently under contract with the University are eligible for
19 compensation under this Section. Members compensated under this Section will be compensated
20 through a salaried wage agreement. The agreement must include an estimate of the anticipated
21 time commitment and a corresponding fixed salary based on a per credit equivalency, up to a
22 maximum of two credits the duration of the contract negotiations not to exceed a maximum of four
23 terms as provided above. The total amount of compensated service under this Article 12, Section
24 9, combined with the faculty member's instructional/research appointment and any other
25 compensation under this Agreement, may not exceed a total FTE of .49 per year. The salaried
26 wage agreement must be executed in advance of the faculty member's participation in contract
27 negotiations.
28

29 **Section 10. Payroll Administration.**

30 Pay will be distributed for each term of the academic year and Summer Term as follows: the first
31 pay date for Fall Term is October 31st, the first pay date for Winter Term is January 31st, the first
32 pay date for Spring Term is April 30th, and the first pay date for Summer Term is July 31st.
33

34 Payroll advances may be requested using regular payroll advance rules as published on the HR
35 website.
36

37 **Section 11. Release Time for Other Union Duties.**

38 Members designated by the Union shall be compensated by the University for the performance of
39 Union activities related to administering the CBA. Compensation for these members will be
40 secured using an hourly wage agreement at the special projects rate of Article 12 Section 6. The
41 University and the Union agree that a pool of up to six hundred (600) hours per fiscal year will be
42 available for this purpose. The total amount of compensated service under this Article 12, Section
43 12, combined with the faculty member's instructional appointment and any other compensation
44 under this Agreement, may not exceed a total FTE of .49 per year.
45

46
47 **Section 12. Retirement Benefits.**

48 Adjuncts are eligible to choose between the Public Employee Retirement System or the Optional
49 Retirement Plan. Adjuncts may also elect to make contributions to the PSU voluntary retirement

contribution plans. More information about available options is available at the following link
<https://www.pdx.edu/human-resources/retirement>.

Section 13. Sick Leave.

A bargaining unit member may use accrued sick leave for paid time off during any leave that qualifies under FMLA, OFLA, the Americans with Disabilities Act (ADA), or the University standards governing use of sick time, including maternity leave or paternity leave upon the addition of a child to the member's family (whether by birth, adoption or otherwise). Sick leave begins accruing on the first day of employment.

PSUFA represented faculty earn 1 hour of sick leave for every 30 hours worked and may accrue up to a maximum of 100 hrs. Overtime exempt employees paid on a salaried basis are presumed to work a prorated share of 40 hours per week (173.33 hours per month) based on their paid FTE.

For questions regarding these benefits, contact leaves@pdx.edu

Article 13. - FACULTY EDUCATION FUND AND PROFESSIONAL DEVELOPMENT

Section 1. Faculty Education.

The University will provide a fund for faculty education of \$45,000 per fiscal year for each year of this Agreement for the payment of tuition for members of the bargaining unit. Bargaining unit members may apply for funds to be used for enrollment in career-related PSU courses. To be eligible to apply, members must have worked in the bargaining unit during the academic year preceding or during the year in which the course is taken.

Requests will be completed by faculty, approved by the Union as to eligibility and amount, and forwarded to the Office of Academic Affairs for review and processing until funds are expended. Bargaining unit members may apply each term and shall submit one application for all courses in the academic term for which funds are sought. For applicants pursuing an advanced degree, the applicant may apply for funds on a term-by-term basis or for *all* coursework in that Academic Year, including summer. For courses attended pursuant to this section, members shall pay \$24.00 per credit hour.

If, at the end of a given fiscal year, all available Faculty Education Funds are not expended, funds will be carried over and available for use during the next fiscal year. PSU will notify PSUFA of the total amount being carried over no later than August 31st.

September 1 for Fall Term courses, or all courses in a year for advanced degree-seeking applicants

March 1 for Spring Term courses, or all courses in a year for advanced degree-seeking applicants

December 1 for Winter Term course, or all courses in a year for advanced degree-seeking applicants

June 1 for Summer Term courses, or all courses in a year for advanced degree-seeking applicants

Application for the Faculty Education Funds is contained in Appendix C.1.

This document is for reference only. Please use the online application:

<https://awa.knack.aft.org/online-membership#psufa-ed-app/>

Section 2. Professional Development.

Members of the bargaining unit will be eligible for professional development funds related to their career as instructional/research faculty at PSU. The fund for professional development shall be \$100,000 per fiscal year. To be eligible to apply, members must be working in the bargaining unit during the academic year in which they apply.

Requests will be completed by faculty; approved by the Department Chair or equivalent and by the Union; and forwarded to the Office of Academic Affairs for review and processing until funds are expended. Preference will be given to applicants presenting, performing, or conducting primary research in their respective fields. Grants of Professional development funds are limited to \$2,000 per eligible member per fiscal year (July 1 - June 31). Copies of all award letters will be provided to the appropriate Dean.

If, at the end of a given fiscal year, all available Professional Development funds are not expended, funds will be carried over and available for use during the next fiscal year. PSU will notify PSUFA of the amount being carried over no later than August 31st.

The use of Professional Development Funds is subject to pre-approval by the member's Department Chair or equivalent and all applicable University policies and procedures regarding appropriate use and documentation of University expenditures

Examples of such use could include, but is not limited to:

1. Travel for presentation of scholarly work
2. Conducting primary research
3. Conference fees, travel costs
4. Professional organization fees
5. Professional licensure or certification requirements
6. Acquisition of specialized equipment (such as laboratory or art supplies)
7. Subscriptions & books
8. Submission fees
9. Relevant training and continuing education opportunities

Specialized equipment, supplies and books will remain the property of PSU.

Requests for computers or computer-related equipment needed to complete or support work duties at PSU should be made through the employee's unit. Adjunct faculty may also apply to the Technology Fund (see Article 13, Section 6). In the event of multiple issues arising under this Section from any particular University unit, the parties agree to discuss such issues in the LMC.

Professional Development funds are state funds and cannot be used for the grantee's private enterprise.

Timelines for applying for Professional Development Funds are as follows:

- September 1 for Fall or Winter Term activities
- December 1 for Winter or Spring Term activities
- March 1 for Spring or Summer Term activities
- June 1 for Summer or Fall Term activities

Application for the Professional Development Funds is contained in Appendix C.2.

Appendix C is for reference only; please use the online application:

<https://awa.knack.aft.org/online-membership#psufa-prof-dev/>

Section 3. Transfer Between Funds and Modification of Application Forms.

The University and the Union agree to modify the forms in Appendix C outside of collective bargaining, as needed.

The University and the Union may agree to shift unallocated funds from Professional Development Funds to Faculty Education funds and/or the Technology Fund in a single fiscal year as demand warrants.

Section 4. Staff Fee Privileges.

If within any term an Adjunct's workload exceeds 0.5 FTE (8 credits in a term) members have access to the University's Staff Fee Privilege which discounts tuition to 30% of the resident per credit hour regular undergraduate in-state tuition rate for both graduate and undergraduate courses and is transferable to qualified family members. Tuition discounts are taxed as income in accordance with the Internal Revenue Service.

If within any term(s) of an Adjunct's appointment letter, the appointed workload is above 0.5 FTE (8 credits in a term) then the Adjunct may transfer the Staff Fee Privileges to be used in other term(s) during that academic year, including the following summer. The total value of the staff fee privileges taken in transferred terms may not exceed the taxable threshold in a calendar year. (\$5,250 for 2021) The Privilege may not be used by qualified family members in transferred terms. The Privilege will not be revoked if the appointment letter must be altered by the University during the length of the appointment letter. Tuition discounts for qualified family members taking graduate courses and domestic partners (regardless of course level) are taxed as income in accordance with the Internal Revenue Service.

Section 5. Successor Negotiations.

Should the parties agree to extend the term of this Agreement, the University will continue to allocate funds under this Article pro rata per academic term. The parties agree that any funds disbursed during this period shall be deducted from the amount agreed upon in a successor collective bargaining agreement.

Section 6. Technology Fund.

The University will provide a fund for technology purchases by members of the bargaining unit. All Adjuncts may apply for up to \$1,000 once every 4 years to be used for purchasing

1 computers, laptops, webcams, headphones and other technology necessary for their work at
2 PSU that has not yet been provided by their employing units. To apply, members must be
3 employed in the bargaining unit during the academic year in which they apply.

4
5 The first round of funds will be made available to Adjuncts in Spring 2021 and will be initiated by
6 transferring a portion of the balance of the Professional Development Fund. Ongoing funding
7 from the University will be determined during the economic reopener in Winter 2023.

8
9 Technology purchased through this fund will remain property of PSU.

10
11 Application for the Technology Fund is contained in Appendix C.3.

12
13 Appendix C is for reference only; please use the online application

14

15
16 **Article 14. DELETED**

17

18
19
20 **Article 15: ADJUNCT FACULTY ASSISTANCE FUND**

- 21
22 1. The University will provide an Adjunct Faculty Assistance Fund of \$300,000 per fiscal
23 year for the length of the contract net of other payroll expense costs to provide financial
24 support for members of the bargaining unit who experience financial hardship. Financial
25 hardship includes but is not limited to the following circumstances or events: sudden loss
26 of income; housing insecurity; family crisis or urgent need; unanticipated or catastrophic
27 losses. Members must indicate the amount of assistance they are requesting.
- 28
29 2. This fund may not be used for reimbursement of health insurance premiums or direct
30 reimbursement of health care expenses. Access to this fund is not a substitute for a
31 health care plan.
- 32
33 3. Each Term the Union will notify the University's Human Resources office of the
34 members to be paid and the amount of each, pursuant to the following schedule:
- 35
36 a. July 1 for benefits for Summer Term.
37 b. December 1 for benefits for Fall Term.
38 c. March 1 for benefits for Winter Term.
39 d. May 1 for benefits for Spring Term.
40

4. To be eligible for the Adjunct Faculty Assistance Fund the individual must be part of the adjunct bargaining unit and employed during the term for which they are applying, or in the previous term.
5. The Human Resources office will process payments to the members as a payroll item, subject to applicable taxes and withholdings until funds are expended in this account.
6. If, at the end of a given fiscal year, all funds are not expended from this account they will be carried over and available for use in the Adjunct Faculty Assistance Fund during the next fiscal year.
7. Application for the Adjunct Faculty Assistance Fund is contained in Appendix C(3). See Appendix c (3): application for adjunct faculty assistance fund (page 50). This document is for reference only; please use the online application at: <https://awa.knack.aft.org/online-membership#psufa-assistance/>

Article 16. PROGRESSIVE SANCTIONS

Section 1. Principles of Discipline and Sanctions.

1. **Just Cause** The University recognizes the importance of the principle of just cause when considering the need to discipline bargaining unit members. No bargaining unit member will be subject to discipline without just cause.
2. **Progressive Sanctions** The University shall adhere to the principles of progressive discipline and sanctions, except when the severity of the alleged offense warrants more severe action. This is a system of discipline where the level or severity of a sanction increases when or if behavior or performance fails to improve. Progressive Sanctions need not begin at the lowest level when the alleged misconduct includes harm to others or is egregious enough to warrant disciplinary action. Sanctions against bargaining unit members are generally intended to be corrective and shall follow the principles of progressive discipline and just cause. The same sanction may be imposed more than once where appropriate.

Section 2. Preliminary Steps to Sanction.

1. Prior to meting out any sanctions and in keeping with the theory of progressive discipline, employees will receive coaching and counseling, if appropriate.

For issues related to performance, the employee may receive coaching and counseling, which may then be followed by a performance improvement plan, as warranted. Performance improvement plans will include a clear outline of what needs to be remedied, how that can be shown, and a timeline for addressing the concern.
2. An initial verbal warning shall be considered an informal step in advance of formal progressive sanctions. The Supervisor will also provide the employee with

1 their performance/behavior expectations going forward.

- 2
- 3 3. Actions taken as an informal step in advance of formal progressive sanctions
- 4 may be appealed only to the Dean or their designee and are not grievable.
- 5
- 6 4. Should the concern(s) not be remedied using any of the informal steps above,
- 7 sanctions may take effect as outlined below.
- 8
- 9 5. Bargaining unit members shall be notified of their right to union representation in
- 10 advance of any investigatory meeting that might result in sanction.
- 11

12 **Section 3. Personnel File Maintained by HR.**

- 13 1. Performance improvement plans will not be placed in the personnel file
- 14 maintained by HR, unless it becomes part of a sanction.
- 15
- 16 2. Investigative materials that do not result in the imposition of sanctions will not be
- 17 placed in the Adjunct faculty member's personnel files.
- 18

19 **Section 4. Progressive Sanctions (Discipline)**

20

21 **4.1. General Provisions**

22 When imposing a sanction, the University will provide the Adjunct faculty member with

23 written notice of the sanction, and the basis for the sanction (the just cause that supports

24 imposition of a sanction). The notice will include the specific issue charged, facts

25 supporting the sanction step, and the date the sanction is imposed.

26

27 If the University has reason to impose a sanction on an Adjunct faculty member, every

28 reasonable effort will be made to accomplish the sanction in private.

29

30 Members of the bargaining unit shall not be sanctioned without just cause, except where

31 otherwise noted in this contract.

32

33 **4.2. Steps of Progressive Sanctions**

34 **1. Verbal Reprimand with note to Supervisory file**

- 35 a. A verbal reprimand with note to file will consist of a conversation with the
- 36 employee that includes an explanation of the issue, expectations for
- 37 improvement, and a clear timeline for addressing and resolving the stated
- 38 issue. The note to file is intended to memorialize the date, a brief
- 39 explanation of the issue and that a verbal reprimand was given and will
- 40 be noted in the supervisory file.
- 41

42 **2. Written reprimand**

- 43 a. A written reprimand will be placed in the personnel file maintained by HR
- 44 and will include the following:
- 45 i. the action that warranted the reprimand; and
- 46 ii. clear expectations and steps for improvement (with a reasonable
- 47 timeline where appropriate).
- 48 b. Provided that no further sanction has been given to the member due to a
- 49 related violation, the written reprimand shall have a limited life of twenty-
- 50 four (24) months after which it shall be removed from the personnel file
- 51 and shall not be considered as a basis for any more severe sanction.
- 52
- 53

1 **3. Suspension (without pay) for a period not to exceed one year**

- 2 a. A suspension will include the following in writing and will be
3 placed in the personnel file maintained by HR:
4 i. the action that warranted the suspension
5 ii. clear expectations and steps for improvement (with a reasonable
6 timeline where appropriate).

7
8 **4. Termination**

- 9 a. A termination will result in an employee being separated from
10 employment with PSU and will include a written document that includes
11 the action that warranted the termination.
12
13 b. The University may, at its sole discretion, issue a last chance agreement
14 in lieu of termination, which may be coupled with other forms of
15 sanction/corrective action.

16
17 **4.3. Appeals**

18 A member may appeal the decision to impose a sanction using the grievance process in
19 Article 10.
20

21

22 ***

23
24 **Article 17. RESERVED RIGHTS OF THE UNIVERSITY**

25 Except as expressly limited by the terms of this Agreement, the University retains and reserves
26 to itself all rights, powers, authority, and responsibilities vested in it, whether exercised or not,
27 including but not limited to the right to plan, govern, and control the University and in all respects
28 carry out its ordinary and customary functions of management.
29

30

31 ***

32
33 **Article 18. NOTICES AND COMMUNICATIONS**

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

36 For the Union:

37 Ariana Jacob, Chair of Bargaining
38 PSUFA Executive Council
39 PSU Faculty Association
40 P.O. Box 8434
41 Portland, Oregon 97207-8434
42

43 For the University:

44 Shelly Chabon
45 Vice Provost for Academic Personnel and Leadership Development

Office of Academic Affairs
Portland State University
P.O. Box 751
Portland, Oregon 97207

Article 19. MISCELLANEOUS PROVISIONS

Section 1.

The University agrees to reproduce copies of this Agreement at its expense within thirty (30) days after the Agreement is signed and to provide a copy to each member then or thereafter employed. The University will provide the Union with twenty-five (25) copies when reproduced. The Agreement shall be 8½" x 11" and no less than 10 point type. The University will also post the contract on its website for downloading.

Section 2.

All well-established practices and policies concerning terms and conditions of employment which significantly affect members and which have not been modified by this Agreement shall be maintained for the period of this Agreement.

Any ambiguities between such established practices and policies as herein defined and other Articles of this Agreement shall be resolved in favor of the other Articles.

Article 20. SEVERABILITY

If any provision of this Agreement or addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, such action shall not invalidate any remaining provisions 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 the invalidated provision.

Article 21. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the Union 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

1 set forth in this Agreement; and that the express provisions of this Agreement constitute the
2 entire and sole agreement between the parties for its duration.

3
4 With the exception of the reopener as defined in Article 22, each party, for the lifetime of this
5 Agreement, agrees that the other shall not be obligated to bargain collectively with respect to
6 any subject or matter, whether or not referred to or covered by this Agreement, even though
7 such subject or matter may not have been within the knowledge or contemplation of the parties
8 at the time they negotiated or signed this Agreement.

9
10 Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement, or
11 otherwise modify in writing any of the provisions of this Agreement. In the event the parties meet
12 to modify this Agreement as provided in this paragraph, student representatives shall be sent
13 timely notice of the meeting and shall be entitled to participate in the manner provided by ORS
14 243.778.

15
16 ***

17 **Article 22. NEGOTIATION OF SUCCESSOR AGREEMENT**

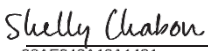

18
19 The parties will confer prior to November 15, 2024 regarding the format for successor
20 bargaining (i.e., whether to use an interest-based, traditional, or other bargaining approach).
21 The parties will also confer regarding the timing and scheduling of successor bargaining.

22
23 Unless the parties agree otherwise, the Union will send written notice to the University during
24 the month of January prior to the expiration of this Agreement of its desire to negotiate a
25 successor agreement. Prior to commencement of negotiations, the parties shall exchange
26 written notice of those new subjects or sections of this Agreement they propose to negotiate.
27 Those sections of this agreement not opened by said notices or by subsequent mutual
28 agreement shall automatically become a part of any successor agreement. Negotiation of the
29 successor agreement shall begin no later than January 31, 2025 or such a date as mutually
30 agreed upon by both parties.

31
32 The parties agree to engage in an economic reopener and will begin that process January 1,
33 2023.

Article 23. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2021 through June 30, 2025.

<u>For the University</u>	<u>For the Association</u>
<div>DocuSigned by:  36AE946A10A1421...</div> <div>Shelly Chabon, Vice Provost for Academic Personnel & Dean of Interdisciplinary Education</div>	<div>DocuSigned by:  21A2645E8C134E7...</div> <div>Ariana Jacob, Chair of Bargaining</div>
<div>7/7/2021</div> <div>_____</div> <div>Date</div>	<div>7/16/2021</div> <div>_____</div> <div>Date</div>

Letter of Agreement No. 2020 – 001
between
Portland State University
And Portland State University Faculty Association

In accordance with the spirit of good faith and fair dealing, this letter of agreement reflects the parties shared support for adjunct faculty input, consultation and engagement in their departments.

The parties agree to the following:

1. Newly ratified contract training sessions will emphasize the importance of engaging adjunct faculty members in their departments. The materials and content for training sessions will be shared by the Labor Management Committee (LMC) prior to the trainings.
2. \$3800 will be made available to the LMC committee to incentivize adjunct inclusion through a process that will be determined by the Union and the University through LMC.
3. The University will showcase departments that are making an ongoing effort to integrate adjunct faculty members into their departments at a Chair's Leadership Series session. The Union will be provided an opportunity to propose departments to be showcased in LMC Meetings.
4. After one year of the ratification of this contract, the University, with input from PSUFA concerning the information to be collected, will survey departments about their respective efforts to integrate adjunct faculty members in their department, including in department meetings.
5. The results of this survey will be used to develop future recommendations regarding the ways adjunct faculty will be increasingly included in the department.
6. In order to ensure that our efforts at inclusion are working, in Winter term 2022 the LMC committee will assess how many adjuncts have been meaningfully integrated into their department in an ongoing manner. If fewer than 5 additional adjuncts have been integrated than an additional \$3800 will be made available to further incentivize adjunct inclusion.

This Letter of Agreement will be attached to the current CBA and will remain in effect until the expiration of the 2020 - 2025 contract.

Letter of Agreement No. 2020 – 002
Between Portland State University
And Portland State University Faculty Association

In accordance with the spirit of good faith and fair dealing, this letter of agreement reflects the party's agreement to conduct research listening session. The parties agree to the following:

- 1) The University, through Research and Graduate Studies (RGS), agrees to host two (2) listening sessions (unless one is canceled as described in section 4) for adjunct research faculty. The objective of the listening session(s) will be to provide a forum for adjunct research faculty to present issues to the University with the goal of using the information gathered to support their working conditions and experiences as adjunct research faculty.
- 2) The listening sessions will be scheduled to be up to two hours in duration, although the participants may elect to end any session earlier. The sessions will be held virtually and will take place prior to June 16, 2021.
- 3) RGS will send an invitation to attend a listening session to all adjunct research faculty employed by the University from the period of September 16, 2019 to the time of the invitation. RGS will send the invitation by email at least 2 weeks in advance of the first scheduled session. In order to attend, adjunct research faculty will need to register for a listening session(s) by the deadline specified in the invitation. Each session will be limited to a maximum of 25 adjunct research faculty.
- 4) At least one listening session will be held; but, in the event that fewer than five (5) adjunct research faculty register for one of the listening sessions by the deadline set in the invitation (sent at least two weeks in advance), the University may, at its discretion, cancel the session. If a session is cancelled due to lack of registration, adjunct research faculty who pre-registered for the cancelled session will be given the opportunity to transfer their registration to the remaining session.
- 5) Adjunct research faculty who attend these listening sessions will be paid at the committee service rate under Article 12 section 6 of the Collective Bargaining Agreement.
- 6) RGS may invite full-time faculty PIs and supervisors who support adjunct research faculty to attend the listening sessions. These individuals will not be compensated for their time and their participation will be considered voluntary service.
- 7) Representatives from PSUFA will be invited to participate in these meetings in a co-hosting capacity, which will be considered a part of their union release time.
- 8) After the final listening session, RGS will present a summary of the listening session(s) to the Labor Management Committee (LMC) before the expiration of this LOA. The summary will include any next steps or recommendations identified by RGS. These recommendations will be considered for potential changes to policy and/or the Collective Bargaining Agreement (CBA).

This Letter of Agreement will be attached to the current CBA and will remain in effect until September 16, 2021.

1 **LETTER OF AGREEMENT No. 2020 - 003**
2 **BETWEEN**
3 **PORTLAND STATE UNIVERSITY (UNIVERSITY) AND PORTLAND**
4 **STATE UNIVERSITY FACULTY ASSOCIATION, LOCAL 3571 (PSUFA)**
5
6

7 In accordance with good faith and fair dealing, this Letter of Agreement sets forth the
8 agreement between the parties to provide a one-time bonus as outlined below.

9 During the 2020 Successor Bargaining the parties, named above, agreed to provide each
10 eligible member of the Bargaining Unit a one-time bonus of \$200.00. To be considered eligible
11 the PSUFA bargaining unit member must have been employed by PSU at any point between
12 September 16, 2020, and April 30, 2021.

13 This payment will be made to eligible employees by the end of the Spring term 2021.

14 In the event an employee does not receive the payment, the Union will promptly bring the
15 name of the adjunct faculty to the Labor Management Committee for discussion and resolution.

16 This Letter of Agreement will be attached to the current CBA and will remain in effect until
17 August 30, 2021.

Letter of Agreement No. 2020 – 004
Between Portland State University
And Portland State University Faculty Association

In accordance with the spirit of good faith and fair dealing, this letter of agreement reflects the party's agreement to create a task force on Orientation and On-boarding.

The parties agree as follows:

1. The task force shall be composed of two members designated by PSUFA and two designated persons by the University. The University agrees to compensate up to two (2) bargaining unit members for the purpose of service on the Task Force for a maximum of sixty (60) hours per member. The work on the task force will be considered committee service under Article 12 section 6 of the Collective Bargaining Agreement and will be compensated in accordance with that paragraph.
2. The task force is charged with developing an understanding of what information is needed so that new and returning adjunct faculty can successfully
 - a. Begin their teaching or research duties,
 - b. Access the benefits, rights, and resources available as a PSU employee, and
 - c. Access the benefits, rights, and resources available as a union represented employee.

Once that understanding is developed, the task force is charged with documenting its findings.

3. The task force will gather, review and distill material relevant to the onboarding process including, but not limited to, existing orientation or onboarding information for adjunct faculty members currently in use at PSU and efforts made at other institutions to onboard adjunct faculty. The objective of this review is to:
 - a. Establish the most relevant information and the specific support needed for adjunct instructors and researchers to have a successful onboarding.
 - b. Establish how the onboarding information is best shared with and advertised to adjunct faculty members.
4. The task force will produce the following deliverables for review and approval by Labor Management Committee (LMC):
 - a. A proposed plan and outline for an orientation event. The plan should address the necessary logistics, including identifying how to contact newly hired adjunct employees who will be working in the coming academic year and other adjuncts to be invited, the frequency of the event, the length of the event, information to be presented, the format, if compensation for adjunct faculty attendees is appropriate, and clarify the roles of the Union and the University in the orientation program.
 - b. A proposed outline of a webpage or other resource for onboarding materials.
 - c. A draft of a summary of adjunct benefits, rights, and resources available as a PSU employee and as a union represented employee. The summary will include

1 information on how to access office space, including dedicated adjunct office
2 space available on campus.

- 3 d. A recommendation as to whether or not an ongoing committee should be formed
4 to implement and improve upon regularly scheduled adjunct orientations and/or
5 onboarding.
- 6 e. A summary of issues or items from this LOA that the Task Force was not able to
7 satisfactorily address to refer back to the LMC for completion in the unlikely event
8 that the task force is unable to complete their work.

9 5. The task force will meet monthly until it has produced the deliverables identified in (4)
10 and they have been approved by LMC by July 15, 2021. The task force will provide an
11 update to LMC on or before April 15, 2021.

12 6. Following approval by LMC, the University agrees to produce or create

- 14 a. A webpage and/or other necessary resources or videos with onboarding
15 materials outline in 4(b)
- 16 b. A document or resource identified in 4(c) that is easy to print and share in
17 electronic form.

18 7. The parties agree that the LMC will have oversight of the Orientation and/or Onboarding
19 process once established.

20 This Letter of Agreement be attached to the current CBA and will remain in effect until
21 September 30, 2021.

APPENDIX A: GRIEVANCE FORM

Name:

Department:

Mailing address for matters relating to this grievance if other than Department:

Provision(s) of the Agreement to have been violated:

Article _____ Section _____

Article: _____ Section _____

Article: _____ Section _____

Statement of Grievance (include date of acts or omissions complained of)

Remedy Sought:

I will be represented in this grievance by:

_____ Myself _____ PSU Faculty Association

Grievant's Signature: _____

Date: _____

APPENDIX B: NOTICE OF INTENT TO ARBITRATE

The Portland State University Faculty Association hereby gives notice of its intent to proceed to arbitration concerning the grievance of

_____, dated _____,

which was not resolved satisfactorily at Step Two of the grievance procedure.

The following statement of the issue to be presented for arbitration is proposed:

Signature _____ Date _____
Authorized Representative,
PSU Faculty Association

I hereby authorize the PSU Faculty Association to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review or appeal of the decisions at Steps One and Two of the grievance procedure by judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183). I hereby authorize the PSU Faculty Association and the University, or its 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 C (1): APPLICATION FOR FACULTY EDUCATION FUND

This document is for reference only; please use the online application:

<https://awa.knack.aft.org/online-membership#psufa-prof-dev/>

Eligibility to Apply: Membership in the part-time faculty bargaining unit during the academic year preceding or during the year in which the course is taken. If you have any questions, email the PSU Faculty Association at benefits@psufa.org.

Name: _____

Employee ID #: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ **E-mail address:** _____

Department: _____

(1) List most recent term, academic year and position assignment:

Year Taught	Department, Course No.	Course Title

(2) List the term, course(s), and credit hours you plan to take [complete a separate form for each academic term]:

Term	Department, Course No., Credit Hours	Course Title

(3) Please explain how the course(s) you plan to take fits into the development of your career:

Signature: _____ **Date:** _____

Please observe the following deadlines:

September 1 for Fall Term courses
December 1 for Winter Term course

March 1 for Spring Term courses
June 1 for Summer Term courses

Advanced degree-seeking applicants may apply for their full year of courses using any of the above application deadlines.

Pursuant to Article 13, Section 1, of the PSU & AFT Agreement: Faculty member pays

\$24.00 per credit hour. The balance of the instructional fee (tuition) will be charged to index OAA 030 as a fee remission. All other fees (resource, building, incidental, health service, and any course-specific fees) will be remitted against the specific income account, as appropriate.

<i>For PSU Faculty Association Use Only</i>	_____ Approval for the Association	_____ Date
<i>For OAA Use Only</i>	_____ Approval for the University	_____ Date
<i>For Cashiers Use Only</i>	_____	_____

APPENDIX C (2): APPLICATION FOR PROFESSIONAL DEVELOPMENT FUND

This document is for reference only; please use the online application:

<https://awa.knack.aft.org/online-membership#psufa-prof-dev/>

Eligibility to Apply: Membership in the part-time faculty bargaining unit during the current academic year; and completion of at least six terms working at the University. If you have any questions, call the PSU Faculty Association at (503) 224-3090.

Name: _____ Employee ID #: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____ E-mail address: _____

List the most recent academic years you have taught at Portland State University and the courses taught:

Year Taught	Course No. and Course Title

Briefly describe the activity for which you are applying for funding:

Dates of Activity: _____ Total Amount Requested: \$ _____

Attach a one-page explanation of how the activity described above fits into your academic responsibilities at Portland State and to the development of your career. Include a brief budget statement and **obtain the signature of your department chair or chair-equivalent in the space provided below.**

Employee Signature

Date

Notice to Dept. Chair or Designee: Your signature of support is required for this faculty member applying to the Office of Academic Affairs for funds to promote professional development activities. During the appropriate fiscal year, OAA will transfer funds into the index code you indicate below.

Signature—Dept. Chair/Designee Title Date

Print Name—Dept. Chair/Designee Department Dept. Index Code

Return this form to the PSU Faculty Association via email to benefits@psufa.org

Please observe the following deadlines.

- September 1: for Fall term activities (October – December)
- December 1: for Winter term activities (January – March)
- March 1: for Spring term activities (April – June)
- June 1: for Summer term activities (July – September)

**** Please note that incomplete forms cannot be processed. ****

<i>For PSU Faculty Association Use Only</i>	_____ Approval for the Association Date
<i>For OAA Use Only</i>	_____ Approval for the University Date

APPENDIX C (3): APPLICATION FOR ADJUNCT FACULTY ASSISTANCE FUND

The Adjunct Faculty Assistance Fund provides financial support for members of the bargaining unit who experience financial hardship. Financial hardship includes but is not limited to the following circumstances or events: sudden loss of income; housing insecurity; family crisis or urgent need; unanticipated or catastrophic losses. Members must indicate the amount of assistance they are requesting. This fund is not intended to be used for reimbursement of health insurance premiums or direct reimbursement of health care expenses.

This document is for reference only; please use the online application at: <https://awa.knack.aft.org/online-membership#psufa-assistance/>

Eligibility to Apply:

- Membership in PSU's part-time faculty bargaining unit
- Employed as an instructor or researcher during the term for which assistance is requested, or the term prior
- Experiencing immediate financial hardship requiring assistance

Name: _____ Employee ID #: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

Give most recent term employed at PSU and position assignment:

Please specify amount of funding requested \$

Signature

Date

Please observe the following deadlines:

- December 1 for assistance for Fall Term
- March 1 for assistance for Winter Term
- May 1 for assistance for Spring Term
- July 1 for assistance for Summer Term

PSUFA does not require proof of your need for financial assistance.

If you have any questions, email the PSU Faculty Association at benefits@psufa.org

Appendix D - Professional Evaluation Appeal Form

An Adjunct faculty member who receives an evaluation that results in the Department not offering them a two-year appointment may appeal to their Chair. Appeals must be submitted within 30 days of the receipt of Professional Evaluation results. For more information see Article 8, Section 4 of the PSUFA-PSU Collective Bargaining Agreement.

Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____ E-mail address: _____
Department: _____ Department Chair/Designee: _____
Date of Evaluation Results: _____

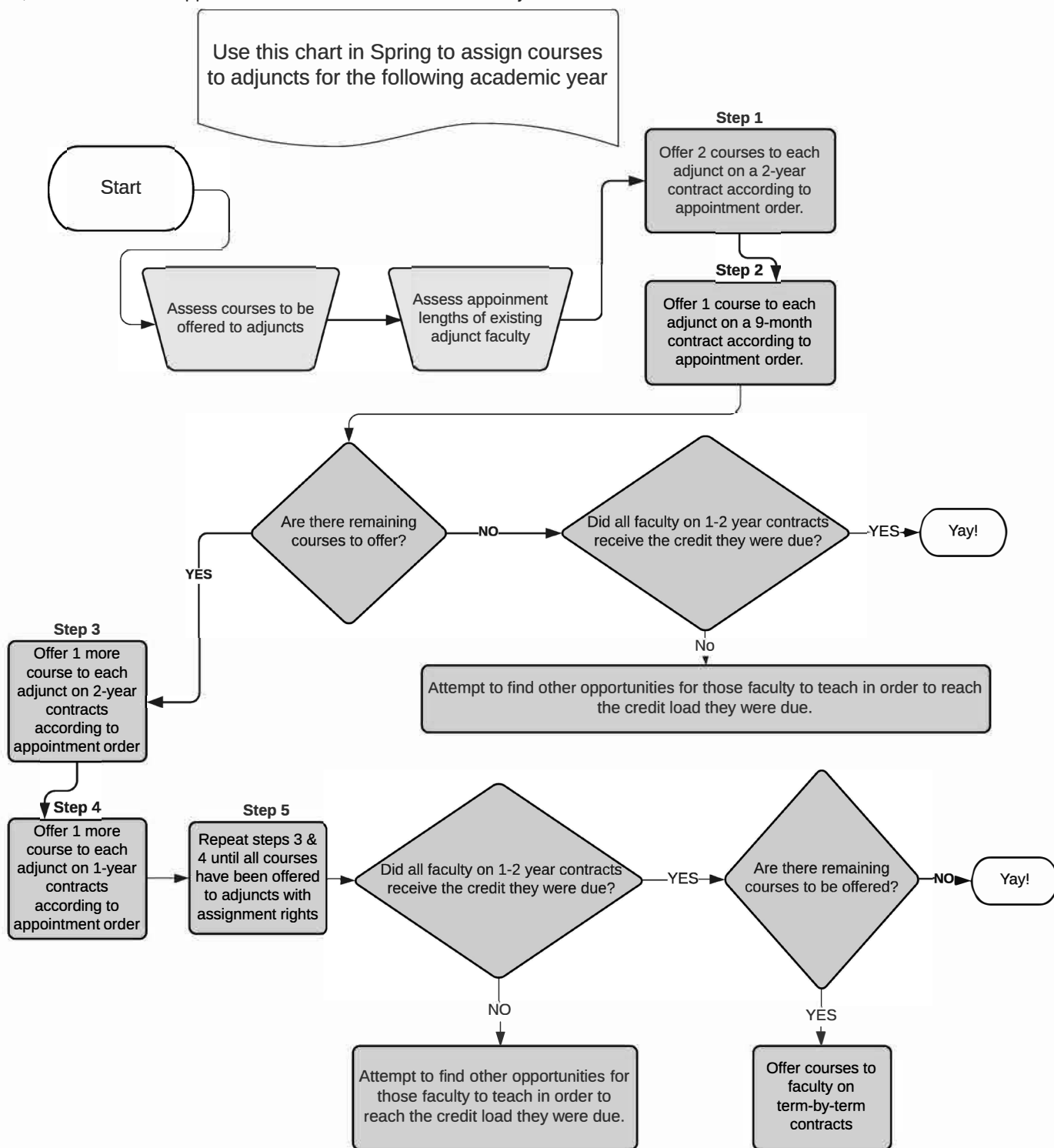
Faculty Statement of Appeal:

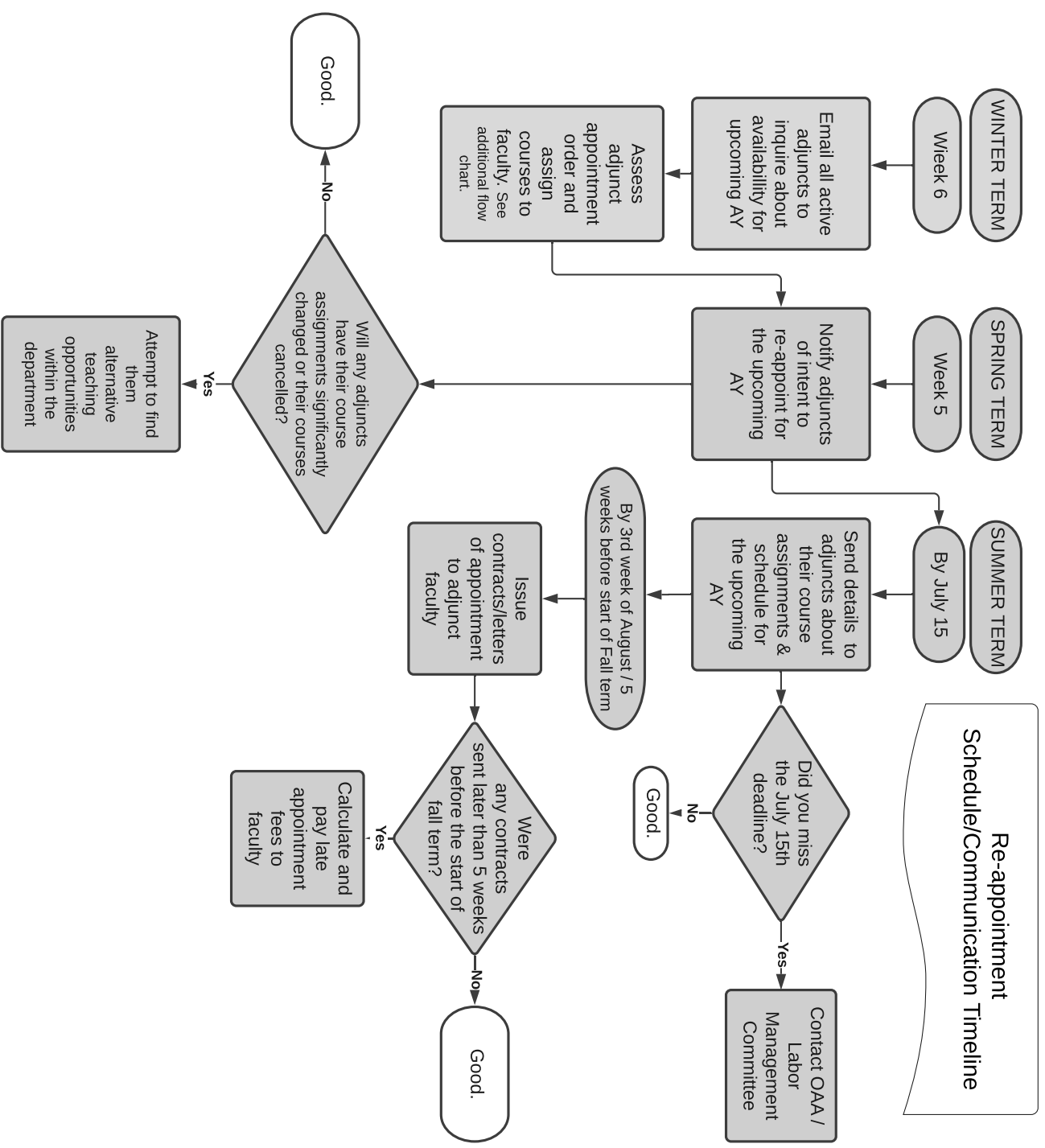
Please compose an explanation of the reason for your appeal. Include any relevant facts and/or documents that explain or support your position.

Signature of faculty member: _____ **Date:** _____

Date received by Department Chair or Designee: _____

Department Chairs/Designees must provide a written response to the faculty member within 10 days of receiving an appeal. If a faculty member is dissatisfied with the Chair's response, faculty members may appeal to the Dean with a copy to the Chair, within 10 days of receiving the Chair's appeal response.





PSU Statement of Intent: Article 12, Section 5, Length of Service Increases
May 22, 2018

During the 2018 economic reopener negotiations, the parties discussed the meaning and application of Article 12 Salaries and Payroll Administration, Section 5, Length of Service Increases. We quickly discovered that each party had a different interpretation of the meaning and application of the length of service salary increases.

PSU believes that the length of service awards were negotiated on a one-time basis to be applied on a specific date. Our evidence for our position is that the length of service salary increases were granted to eligible faculty members on September 30, 2017. There are other economic contract provisions that are clearly multi-year funding, including but not limited to; Article 12, Section 10, Academic Excellence Awards; Article 13, Section 1, Faculty Education; and Article 13, Section 2, Professional Development.

PSU does not believe it is required to grant length of service increases in September 2018 and September 2019, the remaining years of the current CBA term, because the parties did not agree to length of service increases on any date other than September 30, 2017.

PSUFA - Statement of Intent on Article 12, Section 5 of the Collective Bargaining Agreement, 2015-2020.

The Article in question reads:

Adjunct Faculty Members employed on September 30, 2017 will receive a salary increase based on years of continuous service at the University, as of that date, as follows:

- a. Three years of service or more, but less than five years of service: 0.25%
- b. Five years of service or more, but less than seven years of service: 0.50%
- c. Seven years of service or more, but less than nine years of service: 0.75%
- d. Nine years of service or more: 1.00%

PSUFA affirms our interpretation of the language and spirit of Article 12, Section 5 of the Collective Bargaining Agreement, 2015-2020, as follows:

We believe that length-of-service increases (LoS) were intended to be continuous awards, not one-time awards.

First, we interpret the language of the CBA to support continuous LoS. Whereas PSU reads “September 30, 2017” as an indication of a one-time event, we believe that date establishes eligibility for LoS, not a date at which the LoS is enacted. The clause “as of that date” refers to the amount of the increase, specified in the tiers that follow. We do not believe any of the language in this section identifies LoS as a one-time event.

Second, it is generally acknowledged that LoS is an ongoing practice: “This raise could be given every year after a certain number of years of employment, or it could be given at special, predefined milestones.”¹ Neither of these options suggests that an LoS should be provided only once. Also known as a “longevity raise,” this kind of increase is in part designed “to recognize loyalty and to inspire new or potential employees to see that the company values experience and loyalty.”² We believe that neither of these purposes can be achieved with a one-time LoS because (a) loyalty is a relational and continuous practice, not something that can be acknowledged on a one-time basis, and (b) new and potential employees that did not qualify on September 30, 2017, would have no reason to believe there would be another LoS in the future.

Third, we have retained documentation from the negotiations that produced this increase. Our notes indicate a clear, shared intent to establish ongoing LoS. Included at the conclusion of this statement are screenshots of PSU proposals from the 2015 negotiations. As one can see, PSU’s original proposals indicated an ongoing LoS for subsequent academic years. However, upon agreeing to an economic reopener during the term of the CBA, teams no longer projected the LoS into later academic years. This evidence, however, demonstrates a mutual understanding that LoS was intended to be an ongoing award.

Fourth, we have written testimony from a member of the bargaining team that created this LoS which indicates a clear, shared intent to establish ongoing LoS:

¹ <https://hrdailyadvisor.blr.com/2015/08/20/what-is-a-longevity-increase/>

² <https://money.howstuffworks.com/business/professional-development/longevity-raise.htm>

...the additional amount was applied to our salary base according to our length of service from then on. So that your salary rose over time. It was not simply a one-time payment. The intent was to reward ongoing contribution by all adjuncts and was an inducement to teach longer thus save the school additional costs associated with recruiting new adjuncts. As your length of service increased from one bracket to the next your “LOS” was also increased until you hit the top bracket - 10 years or so. This was a continuous program, otherwise it wouldn’t benefit the school by retaining their teaching staff. [sic]

We acknowledge and understand PSU’s reasoning for their interpretation, but we disagree that the language and the spirit of the CBA, nor the negotiations that created it, support their interpretation.

Images of 2015 PSU proposals:

ADMIN Economics Proposal #1				
Interests	FY 17	FY 18	FY 19	FY20
Minimum Salaries	2.5% Increase to the minimum per credit hour rate effective Fall term	2.5% Increase to the minimum per credit hour rate effective Fall term	CPI-U Portland Salem Full year Winter report (no lower than 1.5% no higher than 3.5%) effective Fall term	CPI-U Portland Salem Full year Winter report (no lower than 1.5% no higher than 3.5%) effective Fall term
Non Minimum Salaries	Instructional: \$12/credit Non-Instruction: \$0.35 hourly rate increase Effective Fall term	Instructional: \$14/credit Non-Instruction: \$0.40 hourly rate increase Effective Fall term	Instructional: \$16/credit Non-Instruction: \$0.45 hourly rate increase Effective Fall term	Instructional: \$18/credit Non-Instruction: \$0.50 hourly rate increase Effective Fall term
Length of Service	3 – 5 Years 0.25% > 5 – 7: 0.50% >7 – 9: 0.75% >9 – MAX: 1.0%	3 – 5 Years 0.25% > 5 – 7: 0.50% >7 – 9: 0.75% >9 – MAX: 1.0%	3 – 5 Years 0.25% > 5 – 7: 0.50% >7 – 9: 0.75% >9 – MAX: 1.0%	3 – 5 Years 0.25% > 5 – 7: 0.50% >7 – 9: 0.75% >9 – MAX: 1.0%

ADMIN Economics Proposal #2

+ ZOPA items: Academic Quality task force and addition to the letter of hire regarding class size; sick leave study and follow up on bank;

Interests	FY 17 (AY 2016)	FY 18 (AY 2017)	FY 19 (AY 2018)	FY20 (AY 2019)
Minimum Salaries	4% Increase to the minimum for instructional and research effective Fall term	4% Increase to the minimum for instructional and research effective Fall term	CPI-U Portland Salem Full year Winter report (no lower than 1.5% no higher than 3.5%) effective Fall term	CPI-U Portland Salem Full year Winter report (no lower than 1.5% no higher than 3.5%) effective Fall term
Non Minimum Salaries	Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term	Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term	Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term	Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term
Length of Service		3 – 5 Years 0.25% > 5 – 7: 0.50% >7 – 9: 0.75% >9 – MAX: 1.0%	3 – 5 Years 0.25% > 5 – 7: 0.50% >7 – 9: 0.75% >9 – MAX: 1.0%	3 – 5 Years 0.25% > 5 – 7: 0.50% >7 – 9: 0.75% >9 – MAX: 1.0%

ADMIN Economics Proposal #3

+ ZOPA items: Academic Quality task force and addition to the letter of hire regarding class size; sick leave study and follow up on bank;

Interests	FY 17 (AY 2016)	FY 18 (AY 2017)
Minimum Salaries	4% Increase to the minimum for instructional and research effective Fall term	3% Increase to the minimum for instructional and research effective Fall term
Non Minimum Salaries	Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term	Instructional: 1% increase on the minimum / Research: 1% increase on the minimum Effective Fall term
Length of Service		3 – 5 Years 0.25% > 5 – 7: 0.50% >7 – 9: 0.75% >9 – MAX: 1.0%

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