

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, 2007 through June 30, 2009**

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PREAMBLE

This Agreement, entered into as of the date of ratification, is between the State of Oregon, acting by and through the Oregon State Board of Higher Education on behalf of Portland State University, herein referred to as UNIVERSITY or BOARD, and the Portland State University Faculty Association, Local 3571, American Federation of Teachers, AFL-CIO, herein referred to as UNION, affiliated with the American Federation of Teachers—Oregon.

The intent and purpose of this Agreement is to promote the quality and effectiveness of education at Portland State University and to maintain high standards of academic excellence in all phases of instruction, research, and service.

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:

1. "Agreement" 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.
2. "Board" means the Oregon State Board of Higher Education.
3. "OAR 577-xxx-xxxx" means the Administrative Rules of Portland State University.
4. "OAR 580-xxx-xxxx" means the Administrative Rules of the Oregon University System.
5. "Days" means academic workdays excluding holidays and weekends.
6. "Department" means an academic department, or other similar administrative unit.

7. "Department Chair" means the head or director of a Department as defined in item 6 above.
8. "Employee" means any person covered by the terms and conditions of this agreement as defined in Article 1 (Recognition).
9. "ERB" means the Employment Relations Board of the State of Oregon.
10. "President" means the president of Portland State University.
11. "Union" means the Portland State University Faculty Association, AFT Local 3571, AFL-CIO.
12. "University" means Portland State University.
13. "Unit" or "Bargaining Unit" means the bargaining unit as defined in Article 1 (Recognition).
14. The singular purports the plural and the plural the singular as the context may require.
15. "FTE" means full time equivalent.
16. "Lecturer" (as defined in Oregon Administrative Rules) means those faculty members hired for part-time service who have limited formal academic preparation but whose professional achievements are such that the expected salary would equal that paid to persons with professional rank.

Article 3. UNION PRIVILEGES AND LIMITATIONS

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

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

Section 2. The University will provide furnished office space to the Union during the term of this Agreement. The Union agrees to pay the University monthly in advance for such space at the prevailing rate determined by the University as of July 1 of each year.

Section 3. The Union is permitted reasonable use of University facilities and services, including telephone, voice mail, duplicating, computing, audiovisual and meeting rooms, as provided in University Administrative Rules, and will pay the customary charges for such services. The Union agrees to use the University's Facilities Reservation and Agreement form and abide by the provisions therein.

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

The Union will be provided use of available classroom space for quarterly membership meetings.

Section 4. Upon written request on a form provided by the Union and approved by the University, members of the Union may have regular monthly dues deducted from their paychecks. The amount to be deducted will be certified by the Treasurer.

Such authorization shall remain valid until written notice of cancellation or until the member is not employed for one calendar year.

The University will by the 10th of each month send payment to the Union for the total amount so deducted, accompanied by a listing identifying the members and amount for whom deductions are being paid.

In any month in which the University fails to deduct the correct amount for more than 15% of the bargaining unit, the University shall advance to the Union sufficient funds so that the amount deducted equals the amount deducted in the most recent month that dues were properly deducted. The University shall be repaid by the Union for the funds advanced when it collects the amounts not properly deducted.

The University will provide the Union with a list of the members of the bargaining unit on a monthly basis. Such listing will be delivered in a format which is mutually agreed upon.

The University shall provide each quarter a listing of bargaining unit members no longer in the bargaining unit with reason for change.

The Union may reactivate a member by submitting a photocopy of the original membership dues deduction authorization whenever purged members resume employment in the bargaining unit.

Section 5. During the term of this Agreement, the University shall make available to the Union within a reasonable time after receiving a written request therefor, all factual information reasonably required for the Union to administer this Agreement and to negotiate subsequent agreements.

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

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. When

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

Section 6. Changes in policies or practices resulting from this Agreement and changes in policies which significantly affect members will be communicated to the Union President within one week of implementation and published by appropriate means.

Section 7. The Union shall indemnify and hold the University harmless against all claims, demands, and judgments including reasonable costs of defense, which arise from actions taken by the University in compliance with Sections 4 and 5 of this Article.

Section 8. The University will provide a centrally located space in Smith Memorial Student Union for one (1) Union bulletin board of suitable size.

Article 4. FAIR SHARE

Section 1. Each month, the university shall deduct from the salary of each person in the bargaining unit who is not a member of the Union a sum certified by the Treasurer of the Union equivalent to union dues. Similar deductions will be made in a similar manner from the salary of new faculty who do not become Union members within thirty (30) days after the effective date of their employment.

Section 2. Members of the bargaining unit who have paid fair share fees in lieu of dues shall have the right to request in writing a copy of the Union's policies and procedures regarding Fair Share, including information on possible rebates in accordance with law.

Section 3. Employees with verifiable religious objection (see ORS 243.666) may have dues paid to a nonreligious charity agreed upon by the parties. Questions regarding the bona fide nature of religious objections shall be resolved by the ERB.

Section 4. The Union shall indemnify and hold the University harmless against any and all claims, damages, suits, or other forms of liability 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.

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. RIGHTS OF MEMBERS

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. All members shall have access to a desk or other appropriate working table, a filing cabinet, telephone, mailbox, and a room in which the member can meet privately with students during the member's scheduled office hours. 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 during the regular office hours of the Department. All members of the bargaining unit will be provided with electronic mail and voice mail accounts upon request to the Department chair.

Section 3. Safe Conditions. The University will investigate promptly those conditions reported in writing to the Department chair as possible violations of safety or health rules or regulations, and conditions believed to be a hazard to persons or property. The member reporting the alleged unsafe conditions shall be promptly apprised of the result of the investigation.

Section 4. Individual Appointments. The University will not offer an individual member an appointment the terms of which violate this Agreement.

Section 5. Library Privileges. Upon hire, employees shall be granted full library privileges for a period of one calendar year.

Section 6. Committees. The University will appoint bargaining unit members to university-wide committees that deal with issues related to bargaining unit members.

Section 7. Professional Evaluation. At least once every six (6) terms worked, an employee shall be entitled to a written performance evaluation by his/her Department Chair upon request, or when determined appropriate by the Chair for the purpose of providing feedback and developmental guidance to the member on job performance.

This process will not be used by itself for the purposes of discipline or discharge of an employee. The employee will be allowed to write his/her comments regarding the evaluation or the process on a separate attachment. The right to a professional evaluation every six terms worked shall be referenced in each employee's letter of appointment.

The Vice Provost for Academic Administration and Planning and the President of the Union shall each name three individuals to form a committee to study the issues and problems of evaluation. The committee will attempt to develop a joint recommendation regarding professional evaluations. It is understood by the committee that some form of peer review is appropriate in order for professional evaluations to be fair and objective. Student evaluations may not be the sole basis for evaluation. Said committee shall report its findings and recommendations to the parties not later than July 1, 2008. The parties may jointly decide whether to adopt these recommendations.

Section 8. Disputes. 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 employee(s) and student(s) with respect to all parties concerned and shall seek a resolution that demonstrates fairness and academic integrity. The employee shall be informed of the outcome of the investigation as appropriate.

Section 9. Labor-Management Committee. The Vice Provost for Academic Administration and Planning and the President of the Union shall establish a local labor/management committee to discuss matters concerning bargaining unit members. The committee shall meet a minimum of once per quarter and/or at the request of either party.

Article 8. APPOINTMENT, REAPPOINTMENT, MULTIPLE-TERM APPOINTMENTS, ADDITIONAL ASSIGNMENT RIGHTS

Section 1. Appointment.

All appointments of members are on a fixed-term basis and are not tenure-related. No appointment shall create any right, interest, or expectancy in any further appointment beyond its specific term, except as expressly provided in this Agreement. Letters of offer to employ or re-employ members shall, when feasible, be sent at least five (5) weeks prior to the first class meeting of the course to be taught. Declination of an offer made less than three (3) weeks before the first class meeting will not prejudice the University's consideration of offering future employment. However, acceptance of and subsequent withdrawal without reasonable cause from an offered course within two weeks before the first class meeting may prejudice the University's consideration of future employment.

All offers to employ as Lecturer and Adjunct Rank will be made in the form of a letter. An offer not accepted within the term indicated in the letter of offer will be considered to have been withdrawn. The letter of offer or appointment will contain the offered adjunct academic rank, rate of pay, courses to be taught each term, credit hour of the courses, reference to the right for professional evaluation (as provided for in Article 7, Section 7), and other relevant information.

Current letters of offer or appointment templates for such letters are available at the Human Resources web site. Changes will be discussed with the labor/management committee prior to implementation.

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

The University recognizes the value of bargaining unit members' activities beyond teaching. Departments and other administrative units shall encourage the voluntary participation of bargaining unit members in Departmental activities, including service on Departmental committees. Such participation shall not be required, and the University is not obliged to, nor will it, increase the compensation of members for the purpose of or because of such participation.

In the event that a department changes procedures affecting the terms and conditions of course assignment, such changes shall be effective only after having provided sufficient notice and information.

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

Lecturers, upon obtaining a terminal degree, will be appointed to regular adjunct academic ranks within the bargaining unit at the time of the next appointment or reappointment.

Consistent with OAR 580-020-0005 a member of the bargaining unit with the academic rank of Instructor shall be eligible to advance to the academic rank of Senior Instructor upon completion of nine academic terms of employment at the University at the academic rank of Instructor. Eligibility for

promotion does not guarantee that promotion will occur. Eligibility and process for promotion shall be consistent with university and departmental guidelines established for fixed-term faculty.

Section 2. Reappointment.

During winter term, the University will distribute a questionnaire to all members via the members' University e-mail addresses. This e-mail shall also include a statement that unassigned courses and vacant faculty positions are posted in each department. Each member wishing to teach in the next year will return the completed questionnaire to his/her department chair, or designee, and will make an appointment to meet with his/her department chair, or designee, to discuss his/her desire to teach in the next year.

Bargaining unit members who have indicated their desire for reappointment may be reappointed. Ten (10) working days before the end of the preceding term (in the case of fall term this means ten (10) working days before the end of spring term) or as soon as possible, the Department shall post a listing of all courses that have not been assigned and vacant faculty positions. When, in the academic judgment of the department chair, there are multiple adjunct candidates who are equivalently qualified for an assignment, reappointment preference will be given to bargaining unit member(s) based on seniority. Seniority is achieved after six or more academic terms of employment as a member of the bargaining unit.

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.

Since the nonrenewal of an appointment of a member is an act taken without prejudice, the decision not to renew an appointment is not grievable except as an alleged violation of a provision of this Agreement.

At the time of hire and subsequent reappointment, the department shall notify employees of evaluation processes to be followed by the department. An employee shall be notified no less than the day before classroom observations, if any. Any written evaluation or record of an observation shall be included in the employee's personnel file and shall comply with provisions of Article 9 (Personnel Files).

Section 3. Multiple-Term Appointments.

When in the two previous academic years, a member has taught courses in four (4) of six (6) academic-year terms as the normal routine of the department, then, in subsequent years, the University shall offer the member a multiple-term contract, unless:

- 1) The Department does not offer a course the member is qualified to teach in two or three of the terms of the academic year due to fiscal shortfalls or low enrollment; or,
- 2) The employee is found to perform unsatisfactorily in accordance with Article 16 (Progressive Sanctions); or,
- 3) Changes in the normal routine of the department result in no courses the member is qualified to teach being offered during two or three of the terms of the academic year.

Once a multiple-term appointment has been offered by the University and accepted by the member, it may be altered if:

- 4) The Department does not offer a course the member is qualified to teach during one or more of the terms of the multiple-term appointment due to fiscal shortfalls or low enrollment; or,
- 5) The employee is found to perform unsatisfactorily in accordance with Article 16 (Progressive Sanctions); or,
- 6) Changes in the normal routine of the department result in no courses the member is qualified to teach being offered during one or more of the terms of the multiple-term appointment.

The Department will make every effort to offer such contracts at least five (5) weeks prior to the first day of the academic year.

Award of a multiple-term appointments does not entitle a member to teach the specific course(s) or course sections(s) he/she had previously taught. However, award of a multiple-term appointment does guarantee his/her FTE (full-time equivalency) unless conditions 4, 5 or 6 mentioned in this section have occurred.

Section 4. Additional Assignment Rights.

Bargaining unit members who have been awarded, or it has been determined that they should have been awarded in accordance with Section 3 of this Article, two or more consecutive multiple-term contracts by their departments shall be entitled to assignment rights to teach at least one additional course in that department sometime in the following three (3) academic quarters, following the current appointment's end date, not including Summer Session.

The department shall make a good-faith effort to schedule courses under this section with the affected faculty members. Exceptions shall be granted in the following cases:

- The faculty member is not qualified to teach an available course; or,
- The faculty member refuses to accept a course made available during the subsequent three (3) academic quarters; or,
- There are no available courses.

Section 5. Voluntary Resignation.

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

Article 9. PERSONNEL FILES

The University shall maintain a personnel file for each member of the bargaining unit.

The employee shall have the right to review his/her file at any time. Nothing derogatory shall be placed in his/her file without his/her having seen and signed the material. The employee shall have the right to respond to and/or rebut any negative material. The response shall be a permanent part of the file so long as negative material remains.

Article 10. GRIEVANCES

Section 1. Purpose. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The parties encourage the informal resolution of grievances whenever possible and to that end encourage open communications between members and administrators so that resort to the formal grievance procedure will not normally be necessary. The procedures hereinafter set forth shall be the sole method for resolving grievances as that term is herein defined.

Section 2. Resort to Other Procedures. If prior to seeking resolution of a dispute by filing grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter in any external forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 11 (Arbitration).

Section 3. Definitions.

- a. 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.”
- b. “Academic judgment” shall mean the judgment of faculty and administrators concerning determinations, recommendations, decisions, criteria, and information to be used with respect to appointment, reappointment, promotion, tenure status, and merit salary increases of members, and with respect to matters of curricula and educational policy. A proved allegation that an academic judgment was based on false information will compel reconsideration of the judgment.
- c. “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.
- d. “Day” means a day when classes or examinations are scheduled in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session days will not be counted as days for those members not employed during the Summer Session.

Section 4. General Provisions.

- a. A grievant has the right of self-representation at any step in the grievance procedure and/or may be accompanied or represented by a Union representative. Only the Union may advance a grievance to arbitration.
- b. The Union has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right of self-representation.
- c. The parties may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.
- d. 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. 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.
- e. No member may take a grievance to arbitration except with the approval and participation of the Union.
- f. No resolution of any individually processed grievance shall be inconsistent with the terms of the Agreement, unless agreed to in writing by the Union.
- g. All grievances, requests for review, and arbitration notices must be submitted in writing on forms attached to this Agreement as Appendices A, B, and C, respectively; and shall be signed by the grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.
- h. A grievance may not be filed under this Article for an act or omission which occurred prior to the effective date of this Agreement.
- i. A grievance may be withdrawn by a grievant at any time.

Section 5. Presentation of Grievances.

Step 1. All grievances shall be presented to the appropriate Dean in writing within thirty (30) days of the act, omission, or commencement of the condition on which the grievance is based, or after the date on which the member knew or reasonably should have known of such act, omission, or condition, if that date is later. In no event, however, shall grievances be presented more than 120 days after the act, omission, or commencement of the condition on which the grievance is based.

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. Upon receipt of the written grievance, the Dean shall meet with the grievant and shall render a written decision. The parties may also elect to resolve the grievance informally during this period, but the Dean's decision shall, in any case, be rendered within 15 days.

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 2, but the manner provided at this step.

Step 2. If the grievant is not satisfied with the decision at Step 1, a request for review (Appendix B) may be filed with the President within ten (10) days of the date of the decision at Step 1. The President or a designee shall meet with the grievant and render a written decision within fifteen (15) days of receipt of the request for review.

Disputes relating to definition of the bargaining unit shall be resolved by the Employment Relations Board and not by arbitration.

Step 3. If the decision rendered at Step 2 is not satisfactory to the grievant, the grievant has two options available. He/She may request a review by the Chancellor, or he/she may, with the concurrence of the Union, proceed to arbitration. If a request for review is filed with the Chancellor, the right to arbitrate the grievance is thereby waived. A request for review (Appendix B) may be filed with the Chancellor within ten (10) days of the date of the decision at Step 2. The Chancellor or a designee shall meet with the grievant in Portland, Oregon, or other mutually agreeable place within ten (10) days of receipt of a request for review and shall send a decision in writing to the grievant and the Union within ten (10) days of such meeting.

Article 11. ARBITRATION

Section 1. 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. 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.

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

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

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

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

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

Section 5. Arbitrability. In any proceeding under this Article for which there is a submission agreement, the first matter to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement, the arbitrator shall first decide the issue to be arbitrated as provided in Section 3 of this Article; then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall hear the parties on the question before deciding the matter of arbitrability, which shall be announced. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 12. SALARIES AND PAYROLL ADMINISTRATION

Section 1. Except for emeriti and those on post-retirement agreements, members exiting the AAUP bargaining unit and entering the AFT 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. Minimums for Instructional Appointments. Minimum salaries for members of the bargaining unit who are employed as Lecturers, Adjunct faculty, or Emeritus faculty will be at a per credit rate of no less than the following:

Effective Winter Term 2008	\$710
Effective Fall Term 2008	\$746

Section 3. Minimums for Research Appointments.

Year 1: Members of the bargaining unit who are employed as Research Assistants or Research Associates will be appointed beginning winter term, at salary rates no less than the following:

Research Assistant	9-month	December 16, 2007	\$26,064
	12-month	January 1, 2008	\$31,740
Research Associate	9-month	December 16, 2007	\$28,089
	12-month	January 1, 2008	\$34,212

Year 2: 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	9-month	September 16, 2008	\$27,369
	12-month	October 1, 2008	\$33,336
Research Associate	9-month	September 16, 2008	\$29,502
	12-month	October 1, 2008	\$35,928

Section 4. Increases in Compensation Rates.

Year 1:

- All members of the bargaining unit employed as Lecturers, Adjunct faculty, or Emeritus faculty will receive a per credit raise of thirty-four dollars (\$34), effective December 16, 2007.
- All members of the bargaining unit employed as 9-month Research Assistants and Research Associates will receive an increase in their base salary rate of \$1,242 and \$1,341, respectively, effective December 16, 2007.

- All members of the bargaining unit employed as 12-month Research Assistants and Research Associates will receive an increase in their base salary rate of \$1,512 and \$1,632, respectively, effective January 1, 2008.

Year 2:

- All members of the bargaining unit employed as Lecturers, Adjunct faculty, or Emeritus faculty will receive a per credit raise of thirty-six dollars (\$36), effective September 16, 2008.
- All members of the bargaining unit employed as 9-month Research Assistants and Research Associates will receive an increase in their base salary rate of \$1,305 and \$1,413, respectively, effective September 16, 2008.
- All members of the bargaining unit employed as 12-month Research Assistants and Research Associates will receive an increase in their base salary rate of \$1,596 and \$1,716, respectively, effective October 1, 2008.

Section 5. Payroll Administration. Pay will be distributed for each term of the academic year and Summer session as follows: the first pay date for Fall term is October 31st, the first pay date for Winter term is January 31st, the first pay date for Spring term is April 30th, and the first pay date for the Summer term is July 31st.

The University agrees to make available upon request a pay advance of 15% of the total term pay. This advance will be available on the regular September or June payday, or as soon as possible thereafter. It will not have any taxes or other deductions taken. This advance will be deducted for the remaining paychecks during the term granted. A member will request the advance through the Human Resources office by completing and submitting a "Payroll Advance Request" form available on the HR web site. This pay advance method will only be available during Fall and Summer terms.

At other times, payroll advances may be requested using the regular payroll advance rules.

Article 13. FACULTY EDUCATION FUND AND PROFESSIONAL DEVELOPMENT

Section 1. Faculty Education.

The University will provide a fund for faculty education of \$30,000 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 each term for a grant from this fund to be used for enrollment in career-related PSU courses. Preference will be given to applicants taking courses applicable to the completion of an advanced degree.

Requests will be completed by faculty, approved by the Union as to eligibility and amount, and forwarded to the Office of Academic Affairs for processing until funds are exhausted. Bargaining unit members shall submit one application for all courses in that academic term for which a grant is sought.

If at the end of a given fiscal year all funds in this account are not expended, they will revert to the general fund. For courses attended pursuant to this section, members shall pay \$24.00 per credit hour.

Application for the Faculty Education funds is contained in Appendix D.

Section 2. Professional Development.

Members of the bargaining unit will be eligible for professional development funds, which shall include costs for research, travel, and conferences. The fund for professional development shall be \$30,000 per fiscal year.

Requests will be completed by faculty; approved by the Department Chair or designee, and by the Union; and forwarded to the office of Academic Affairs for review. Preference will be given to applicants presenting, performing, or conducting primary research in their respective fields. Grants of professional development funds are limited to \$1,500 per eligible member per year.

Application for the Professional Development funds is contained in Appendix D.

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

The University and the Union may agree to shift funds between the Faculty Education Fund and the Professional Development Fund in a single fiscal year as demand warrants.

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

Section 4. Staff Fee Privileges.

If Oregon State Board of Higher Education approves a staff fee privilege program during the term of the agreement which prorates the benefit for less than half-time employees, PSU will open the Agreement and negotiate.

Article 14. HEALTH INSURANCE STIPEND AND FUND

Section 1. Voluntary Payroll Deduction for Health Insurance. The University will provide a loan fund for members of the bargaining unit to borrow the sum of their premium cost needs for each year to pay for medical insurance. The loan amount will be deducted on a prorated, monthly basis from the individual member's monthly paycheck. The payroll deduction will also include an administrative fee on one dollar (\$1.00) per month. The insurance loan money will be available for a health plan.

Section 2. Health Insurance Fund. The University will provide a Health Insurance Fund of \$100,000 net of other payroll expense costs per fiscal year to provide health insurance to members of the bargaining unit who have no insurance plan available to them through another source. This fund will be used to attain a plan, or for partial payment in attaining a health insurance plan.

Each quarter the Union will notify the University's Human Resources office of the members to be paid and the amount of each. The Human Resources office will process payments to the members as a payroll item, subject to applicable taxes and withholdings until funds are exhausted in this account. If, at the end of a given fiscal year, all funds are not expended from this account they will revert to the general fund.

Application for Health Insurance Fund is contained in Appendix E.

Article 15. EXTENDED STUDIES

The University will regularly review its programs to ensure that all persons teaching in Extended Studies and its affiliated programs, who are or should be members of the bargaining unit as defined in Article 1 (Recognition), are provided the same information as other members of the bargaining unit concerning this collective bargaining agreement and their rights thereunder.

The University will meet upon request with a representative of the Union to review the Extended Studies programs, the status of persons hired to teach in its programs, and the implementation of this section.

Article 16. PROGRESSIVE SANCTIONS

Members of the bargaining unit shall not be disciplined or terminated during the term of their appointment without cause as defined in OAR 580-021-0325 Sections 1(c) and 2, and OAR 577-041-0010(2). Sanctions against bargaining unit members shall follow the principles of progressive discipline and just cause.

Bargaining unit members shall be notified of their right to union representation in advance of any meeting that might result in sanction.

Sanctions can include oral or written warning or reprimand, removal from an assigned post and reassignment, suspension for a period not to exceed one year, and termination, in accordance with OAR 580-021-0320. As authorized by statute and by authority delegated to the Chancellor and the institution presidents, personnel may be transferred or reassigned within an institution in accordance with the staff needs of the institution or other units. Such personnel actions should not be considered sanctions for cause unless they result from actions described in OAR 580-021-0325, in accordance with OAR 580-021-0318.

Failure to reappoint or termination due to program reduction or financial exigency shall not be grievable.

Article 17. RESERVED RIGHTS OF THE UNIVERSITY

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

Article 18. NOTICES AND COMMUNICATIONS

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

For the Union:

Brooke Jacobson
President
PSU Faculty Association
P.O. Box 8434
Portland, Oregon 97207-8434

For the University:

Carol L. Mack
Vice Provost for Academic Administration and Planning
Office of Academic Affairs
Portland State University
P.O. Box 751
Portland, Oregon 97207

For the Oregon State Board of Higher Education:

Rick Hampton
Director, Labor and Employee Relations
Finance and Administration
Oregon University System
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 groundrules, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all understandings and agreements negotiated are set forth in this Agreement; and that the express provisions of this Agreement constitute the entire and sole agreement between the parties for its duration.

Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

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

Article 22. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor agreement, the Union will send written notice to the University during the month of March prior to the expiration of this Agreement of its desire to negotiate a successor agreement. Prior to commencement of negotiations, the parties shall exchange written notice of those new subjects or sections of this Agreement it proposes to negotiate. Those sections of this agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement. Negotiation of the successor agreement shall begin no later than April 30 or such date thereafter as may be mutually agreed upon by the parties.

Article 23. DURATION OF AGREEMENT

This Agreement shall be effective from the date of ratification through June 30, 2009.

FOR THE UNIVERSITY:

FOR THE UNION:

Duncan Carter

Brenden Clenaghan

Connie Cox

Curtis Heath

Roderic C. Diman

Brooke Jacobson

Maria P. Eldred

Margaret McCue, VP for Collective Bargaining

Michael Fung

Eben L. Pullman, Field Representative, AFT-Oregon

Pamela Hutchins

Carol L. Mack, PSU Chief Spokesperson

Roy W. Koch, Provost

Michael F. Reardon, Interim President

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

Rick Hampton, Director
Labor and Employee Relations

Jay Kenton, Vice Chancellor
Finance and Administration

Date

Date

APPENDIX A: GRIEVANCE FORM

Name:

Department:

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

Provision(s) of Agreement alleged 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: GRIEVANCE—REQUEST FOR REVIEW

_____ My grievance dated _____ presented to _____ at the informal level has not been satisfactorily resolved and I wish the grievance to be considered formally at Step 1.

_____ My grievance dated _____ presented to _____ at Step One has not been satisfactorily resolved by the attached decision* and I wish the decision to be reviewed by the President at Step 2.

_____ The attached decision* of the President (Step 2) does not satisfactorily resolve my grievance dated _____ and I wish to have the decision reviewed by the Chancellor at Step 3. I acknowledge that in asking for review by the Chancellor, I am waiving my right to arbitrate the grievance.

* If no decision was received within the time limits provided in the grievance procedure, please check here. _____

Grievant's signature _____ Date _____

Note: Please attach a copy of the grievance (Appendix A) and all written decisions received at prior steps, if any.

APPENDIX C: 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 the Chancellor, the Oregon State Board of Higher Education, or 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 D(2): APPLICATION FOR PROFESSIONAL DEVELOPMENT FUND
FOR PART-TIME FACULTY**

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.

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

Please observe the following deadlines. Return this form to the Portland State University Faculty Association, P.O. Box 8434, Portland, OR 97207-8434 by:

- August 1: for Fall term activities (October through December)
- December 1: for Winter and Spring term activities (January through June)
- May 1: for Summer term activities (July through September)

**** Please note that incomplete forms will be returned. ****

<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 E: APPLICATION FOR HEALTH INSURANCE FUND
FOR PART-TIME FACULTY**

Eligibility to Apply: Membership in the part-time faculty bargaining unit during the term for which assistance is requested. Currently uninsured or self-insured through an individual policy without health benefits from another source. If you have any questions, call the PSU Faculty Association at (503) 224-3090.

Name: _____ Employee ID #: _____

Address (w/ city, state, zip): _____

Telephone: _____ E-mail address: _____

Department: _____

For which quarter are you seeking benefits: _____

What classes or classes are you teaching this quarter: _____

Do you currently have health insurance: _____ If yes, who is your provider: _____

How much are your monthly health insurance costs: _____

I hereby certify that I have no other health insurance available to me either through other employment or through the employment of a family member.

Signature

Date

Please observe the following deadlines. Return this form to the Portland State University Faculty Association, P.O. Box 8434, Portland, OR 97207-8434 by:

- December 15 for benefits for Fall quarter.
- March 15 for benefits for Winter quarter.
- May 15 for benefits for Spring quarter.
- July 15 for benefits for Summer quarter.

**** Please note that incomplete forms will be returned. ****