**Collective Bargaining Agreement**

**Between**

**Graduate Employees Union, AFT/AAUP Local \_\_\_\_.**



**And**

**Portland State University**

**Portland, Oregon**

**For the Period**

**(dates)**

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**Article\_\_\_\_**

**RECOGNITION**

**Section 1**

Pursuant to the certification in Case No. CC-003- 16 by the Oregon Employment Relations Board dated May 31, 2016, the University recognizes the Graduate Employees Union, AFT/AAUP, AFL-CIO as the sole and exclusive representative for the bargaining unit as identified below or as may hereafter be redefined by the Oregon Employment Relations Board:

"All Graduate Assistants employed by Portland State University, including Graduate Administrative Assistants, Graduate Research Assistants, and Graduate Teaching Assistants, but excluding supervisory and confidential employees."

All other PSU employees will be excluded from the GEU bargaining unit.

**Section 2:**

If the University creates a new University-wide classification for graduate assistant employees other than GAA GRA, and GTA the University will notify GEU at least thirty (30) days before the new classification takes effect.

**Article\_\_\_\_\_\_\_\_**

**DEFINING PARTIES**

This Collective Bargaining Agreement, entered into as of the date of ratification, is between Portland State University (hereinafter called the University) and the Graduate Employees Union, AFT/AAUP, AFL-CIO (hereinafter called GEU).

**Article\_\_\_\_**

**UNION RIGHTS**

**Section 1 - Communication**

GEU has the right to communicate with members of the bargaining unit and to schedule meetings among said members without interference from the University or departmental administrators. GEU representatives may conduct such meetings within university facilities, if space is available and with approval from the appropriate University official. GEU representatives will be allowed to contact any bargaining unit members in the workplace, so long as such contact does not interfere with the normal teaching research or administrative duties of GAs or the operations of the University.

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

**Section 2 - Use of Facilities**

The University will provide furnished office space to GEU beginning fall 2019 and for the remainder of this agreement. GEU agrees to pay the University monthly for such space at the prevailing rate determined by the University as of July 1 of each year.

GEU is permitted reasonable use of University facilities and services, including telephone, voice mail, duplicating, computing, audiovisual and meeting rooms, as provided in university policies, and will pay the customary charges for such services.

GEU may use University facilities including classrooms for union activities according to current building use policies. GEU is responsible for ensuring availability, making all necessary arrangements, and paying all necessary fees (if any).

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

If space is available and with approval from the appropriate employing unit official, GEU representatives will be allowed to post on bulletin boards in the workplace in accordance with the same policies the employing unit applies to postings by other campus organizations.

**Section 3 - Orientation**

Upon receiving at least seven (7) days in advance a request from the GEU that a representative desires to attend a departmental or University-wide Graduate Assistant orientation, the orientation sponsor will provide the representative with at least ten (10) minutes on the agenda. The GEU representative will be informed of the time and location of their presentation and will be allowed to distribute GEU material. Academic orientations are not subject to this provision.

**Section 4 - Bargaining Unit Information**

The University will ask GAs to execute a release of information at the time of hire that meets the requirements of the Family Educational Rights and Privacy Act (FERPA) authorizing the University to disclose information and records related to their employment as a GA to the GEU for the purpose of union representation.

Monthly, the University will provide GEU the following directory information for all GAs: Name

(legal and preferred), University email address, alternate email address (if available in Banner), employing unit, FTE, job title (GAA, GRA, GTA), term of appointment and appointment start and end dates.

The FERPA release will be presented to all GAs electronically. GEU will be notified ahead of the introduction of the release and subsequent updates, and afforded input on the presentation and language of the release.

Quarterly, the University will provide a separate report for GAs who serve as instructor of record, which will indicate University email address, course and section number(s), percent responsibility, current section enrollment and cap enrollment(s).

Quarterly, the University will provide a report for all GAs who have signed the release, which will include University email address, the hourly pay rate, salary, tuition, fees, and health insurance costs paid as compensation when employed as a GA, and PSU ID, current mailing address and telephone number. This information will be delivered electronically in a format which is mutually agreed upon.

Quarterly, the University will provide GEU with a report on the total number of GAs who have waived PSU health insurance. The information will be provided in the aggregate without individually identifiable information.

**Section 5 - Exchange of Information**

During the term of this Agreement, after receiving a written request, the University will make available to the GEU within a reasonable time, all factual information reasonably required for the GEU 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 will send the GEU the name of the person responsible for complying with the requirements of this Section.

The University reserves the right to charge the GEU 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 GEU an estimate of the cost and obtain GEU authorization before proceeding to comply with the request.

**Section 6 - Compensation for Contract Negotiations**

During negotiations of a successor agreement, the University will make every effort to schedule bargaining so that it does not interfere with the work schedules of GEU members.

Additionally, the Parties agree to provide up to a total of 200 hours of additional compensation for time spent to prepare for and participate in the negotiations of successor agreements. These 200 hours may be shared between bargaining unit members on the bargaining team.

The cost of this compensation, including wages and Other Personnel Expenses (OPE), will be shared equally between the Parties. The University will invoice the GEU when the allotted hours are used. The GEU will remit payment to the University within 20 working days.

Members compensated under this Section will be paid as hourly employees at the minimum GA equivalent hourly rate. These hours will be in addition to their assigned FTE. Additional tuition remission will not be provided. Payment is contingent upon submission of an online timesheet.

GEU must identify the members that will be utilizing this compensation prior to their participation in contract negotiations.

To be eligible for this compensation, members must be under a GA contract with the University or on their vacation term.

The total amount of compensated service under this section combined with all other GA or student positions, may not exceed a total FTE of .49 per term. During the vacation term, compensated service may not exceed 1.0 FTE.

**Section 7 - Dues Deduction**

Members of GEU will have regular dues deducted from their paychecks in amounts and at times certified by an officer duly elected/selected by the membership. Such authorization shall remain valid until written notice of cancellation or until the member is not employed for one calendar year. The Parties agree that dues will not be deducted from pay earned for employment in a status other than as a Graduate Assistant.

GEU will provide the Office of Human Resources written notification of its intent to change membership dues deduction rates no later than the 10th of the month for the new rate to take effect with the same month. It is the responsibility of the GEU to notify its members in advance of any change in dues deduction rates.

The University will, by the 15th of each month, send payment to GEU for the total amount so deducted, accompanied by a listing identifying the members and amount for whom deductions are being paid.

**Section 8 - Fair Share**

The University will deduct fair share dues from all members of the bargaining unit.

The University will automatically calculate and begin deducting fair share fees from new bargaining unit members' paychecks from the date of hire and will automatically discontinue deducting fair share fees from the date of removal from the unit or at the time the member elects to pay regular dues. The Parties agree that fair share will not be deducted from pay earned for employment in a status other than as a Graduate Assistant.

The Fair Share amount shall be an amount equivalent to the dues collected for membership in GEU.

Rights of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employees are members will be protected. Religious objectors will pay an amount equivalent to regular union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee affected and the GEU, in accordance with the applicable procedures in ORS 243.666.

**Section 9 - Status of Graduate Assistantships**

The University will endeavor to maintain Graduate Assistantships as the primary employment opportunity in field-relevant work for graduate students.

**Section 10 - Indemnification**

The GEU shall indemnify and hold harmless the University, and its agents and employees, against any and all claims, suits, orders, judgments or other forms of liability, including reasonable costs of defense, of any nature whatsoever that arise out of or relate to any action taken by the University, its agents or employees, for the purpose of complying with Sections 4-Bargaining Unit Information, Section 7-Dues Deduction and Section 8-Fair Share of this Article.

**Article\_\_\_**

**UNIVERSITY RIGHTS**

**A.** Except as specifically abridged by this Agreement, all powers, rights, and authority of the University are reserved by the University, and the University retains sole and exclusive control over any and all matters in the operation, management, and administration of the University; the control of its properties and the maintenance of order and efficiency of the workforce; and complete authority to exercise those rights and powers by making and implementing decisions with respect to those rights and powers. Such rights and powers include, but are not limited to, the exclusive right and power:

1. to determine the mission of the University, the organizational structure, and the methods and means necessary to fulfill that mission, including transfer, alteration, curtailment, or discontinuance of any services;
2. to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;
3. to establish qualifications, appoint, and determine the FTE and duration of employment upon appointment for all GAs, including whether GAs will be reappointed and, if so, the terms and conditions governing such reappointment;
4. to determine the number of GAs to be appointed or reappointed and to relieve GAs from duty due to lack of work or funds;
5. to determine, assign, and schedule the type and kind of services and the work to be performed by GAs or by others, including the job content and the location of such services or work;
6. to establish, modify, combine or eliminate job classifications;
7. to determine the number, location, or relocation or facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms or facilities;
8. to supervise, train, and evaluate GAs;
9. to determine materials and equipment to be utilized by GAs and the methods and means by which work shall be performed and services provided;
10. to establish quality and performance standards rules for GAs with regard their assigned work duties;
11. to adopt and enforce University policies, work rules and regulations, including rules and regulations governing tuition remissions and the work, training, and conduct of GAs;
12. to hire, transfer, promote, assign, reassign and/or retain GAs;
13. to perform all other functions inherent to the administration, management, and control of the University; and
14. to make all academic judgments concerning courses, curriculum, and instruction; the content of courses; methods of instruction; instructional materials; the nature and the form of assignments required including examinations and other work; class size, and grading policies.

B. Nothing contained in this description of University’s rights waives GEU’s right to collectively bargain mandatory subjects of bargaining or the University’s obligations to notify GEU of proposed changes regarding mandatory subjects of bargaining not covered by this Agreement.

**Article\_\_\_**

**DEFINITIONS**

**Graduate Assistant ("GA")**: A GA is a Graduate Teaching Assistant ("GTA"), Graduate Research Assistant ("GRA"), or Graduate Administrative Assistant ("GAA'') employed by the University. The University recognizes a special relationship with Graduate Assistants, who are both employees and students at the University. The goal of any assistantship is to provide a service to the University and to aid the student in the successful completion of their graduate degree by providing employment related to their academic program and professional goals.

GAs will not include:

1. Individuals who qualify as supervisory employees under ORS 243.650(23)
2. Individuals who are the recipients of state or federal training grants
3. Graders who do not have direct classroom and/or laboratory instructional responsibilities and/or personal contact in pre-scheduled and posted office hours;
4. Tutors who are not employed primarily to assist students enrolled in a specific course.
5. Individuals employed as hourly student workers who provide part-time administrative, clerical, laborer, technical or other general support to University faculty and staff, and whose position does not include as a required qualification that the duties must be substantially related to the student employee's academic program of study.

**Graduate Teaching Assistant ("GTA"):** A GTA is a GA employed by the University, whose primary role is instructional. Responsibilities may include, but are not limited to, leading lectures and/or laboratory sections, grading, proctoring, tutoring, holding office hours, leading discussion groups, communicating with students regarding the academic subject matter of one or more course sections included in the GTA's work assignment, or generally assisting in the delivery of curriculum.

**Instructor of Record**: An administrative status that grants a GTA access to FERPA protected student information, certain course administration functions (waitlist, overrides, petitions), and the ability to assign final grades.

**Graduate Research Assistant ("GRA"):** A GRA Assistant is a GA employed by the University to conduct or support research under the direction of a faculty member. Duties of a GRA may include, but are not limited to, conducting experiments, collecting, organizing or analyzing data, presenting findings, collaboration in preparing publications and other research activities.

**Graduate Administrative Assistant ("GAA"):** A GAA is a GA employed by the University to perform administrative duties for an academic or non-academic unit. These duties include, but are not limited to: clerical or program support; program evaluation; technical or budgetary support services; outreach and marketing duties (recruiting students, publicizing programs or activities, event management); academic advising; data and database management.

**Article\_\_\_\_\_\_**

**COMMUNICATIONS**

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

**For GEU:**

Coordinating Committee

Graduate Employees Union at PSU

1825 SW Broadway Ave. Room 1

Portland, OR 97201

Email: cc@pdxgeu.org

If the communications pertain to bargaining, email bargaining@pdxgeu.org

**For the University:**

Vice Provost for Academic Personnel and Leadership Development

Office of Academic Affairs

Mailcode: OAA

PO Box 751

Portland, OR 97201

**Article\_\_\_\_\_\_\_\_**

**DISTRIBUTION AND PRINTING OF CONTRACT**

Upon ratification and approval of this agreement, the University agrees to post the Agreement on the Human Resource website within fifteen (15) working days. The University also agrees to provide GEU, without charge, twenty-five (25) printed copies within thirty (30) days.

**Article\_\_\_\_\_**

**APPOINTMENTS**

**Section 1 - Eligibility for Appointments**

To be eligible for an appointment, the GA must be enrolled as a full-time, degree-seeking student in good academic standing and making satisfactory progress towards a degree as defined by the minimum University standards and any additional requirements published by the GA's academic unit.

If an individual, who has accepted a GA appointment, fails to enroll by the last day to add courses for the term, withdraws or otherwise fails to maintain academic eligibility in a graduate program, the University may, at its sole discretion and not subject to appeal under the Grievance and Arbitration Procedure of Article GRIEVANCE\_ARTICLE, cancel the assistantship appointment. If a GA is unable to meet these criteria because of extenuating circumstances, including but not limited to illness, injury, family emergency, travel restrictions, the University will endeavor to accommodate these circumstances.

For summer appointments, GAs are not required to be registered during the summer of employment if they were registered for either the immediately preceding or immediately succeeding term.

Assistants who are determined ineligible for a GA appointment after the start date of their appointment shall be paid in full for all work performed on a pro-rata basis.

There are two scenarios under which a GA can potentially register for fewer than 9 graduate credits in a term. First, a maximum 4 of the 9 required credits can be undergraduate credits if these undergraduate courses are needed as prerequisites or are important for the student's program of study. Second, a GA can register for as few as 5 graduate credits in the final two terms before graduation provided no additional credits are needed to meet degree requirements.

**Section 2 - Required Documentation**

All GA appointments are contingent upon the GA's compliance with documentation requirements as determined by the University. Such requirements include but are not limited to completion of the 1-9 and standard employee information forms. In every case, compliance with this section is required prior to rendering any services under the GA's appointment.

**Section 3 - Notice of Appointment**

The Notice of Appointment will be sent by email. The Notice of Appointment will provide the GA with the following details of the appointment: the appointment title; length of appointment

(duration); salary per month; the full-time equivalency (FTE) of the appointment; approximate working hours per month; tuition remission per term; any student fees paid by the employing unit; and benefits (if applicable).

All notices of appointment will include the following statements:

1. The terms and conditions of employment for this appointment are governed by a collective bargaining agreement between Portland State University and the Graduate Employees Union of PSU, which may be found at the following web address: http://pdxgeu.org/.
2. Please be aware that as a PSU graduate student enrolled in 9 credits or more, you must pay student fees of ($\_\_\_\_) per term. You may also be required to purchase the Student Health Insurance Plan at a cost of ($\_\_\_\_) per term if you are not eligible to opt out. NOTE: The costs identified above for student fees and the Student Health Insurance Plan are estimates and are subject to change. These estimates are provided for planning purposes only and do not represent the actual costs for all PSU graduate students. To determine your actual costs you should review the information provided at the following address URL\_GOES\_HERE.

The ($) amounts in 2) will be updated annually.

The OGS website will provide a summary of the eligibility requirements identified in Section 1, indicate required documentation for employment, and provide clear reference to where a GA may find information regarding applicable mandatory fees, tuition costs, and PSU Student Health Insurance that are required of them as a graduate student. This information will be updated annually.

The Notice of Appointment will, when feasible, be sent at least four (4) weeks prior to the start of the academic term for academic year or twelve-month appointments and at least two (2) weeks prior to the start of the academic term for term appointments.

Shorter notice may be necessary in the event of circumstances such as, but not limited to: changes in the courses or course sections being offered, changes in the availability of funding, delays due to the employer waiting to hear back on another outstanding offer, and/or scheduling changes or conflicts.

In all cases, the University will make reasonable efforts to provide notice as soon as practicable.

If applicable and for applicant consideration, departments and units shall post unfilled available GA positions for which no preferred candidate has been identified.

GEU will be notified of all proposed changes to the Notice of Appointment and any information pertaining to this Agreement provided by the University. Final copies of all changed documents will be provided to GEU once changes have been implemented.

**Section 4 - Acceptance of Assistantship**

A student who has been offered a GA appointment is required to provide electronic acceptance of that appointment within the time period specified in the Notice of Appointment which shall be no less than 5 business days. If a GA is unable to provide this confirmation because of extenuating circumstances, including but not limited to illness, injury, family emergency, and travel restrictions, the University will endeavor to accommodate these circumstances.

**Section 5 - Work Assignment Notice**

All GAs will be provided a Work Assignment Notice from the employing unit. Prior to issuance of a Work Assignment Notice, a GA may indicate their preference of assignments and work schedules, which the employing unit may consider in making assignments. For all GAs the Work Assignment Notice will describe the general nature of the duties of the position, relevant health and safety information, expected preparation (if any), required training or orientations, and details of additional duties. Work assignments will correspond to GA job title. In recognizing that GAs have other commitments and responsibilities, the employing unit will endeavor to avoid scheduling conflicts for work-related meetings involving GAs. GAs will be consulted regarding the suitability of the assignment.

If the specific work assignment is known at the time of the Notice of Appointment, the employing unit will also provide the GA with the Work Assignment Notice. Otherwise the employing unit will provide the GA with Work Assignment Notice at least two (2) weeks before the start of the term unless circumstances described in Section 3 apply.

For GTAs, the Work Assignment Notice will include the assigned faculty member whom the GTA will be assisting, instructor of record status (if applicable) and one of the following:

1. If a GTA has been assigned to one or more course sections, the course details (course and section number, current schedule, estimated enrollment, and credit hours), or
2. If a GTA has been assigned to assist a particular faculty member, but it is not known which section(s) the GTA will be assigned to, the course details (as above) for all sections that the faculty member is involved in teaching.

For GTAs who are expected to have a direct role and primary responsibility for the delivery of instruction and/or assigned as instructor of record, the Work Assignment Notice will be provided with the Notice of Appointment at least four (4) weeks prior to the start of the academic term unless circumstances described in Section 3 apply. The Work Assignment Notice will clearly state this status.

A GTA will be listed as the instructor of record in a course or section of a course if they have 1) a direct role and primary responsibility for the delivery of instruction and 2) responsibility or shared responsibility for assessing students for a final grade.

For GRAs and GAAs, the Work Assignment Notice will also include an assigned faculty member or staff member whom the GRA or GAA will be assisting.

The University reserves the right to assign new work duties within the GA's assigned FTE. Work assignment notices will be issued any time a work assignment is assigned or changed, including new or changed assignments at the start of each term for GAs on multi-term appointments. A GA may request a meeting with their faculty member, assigned advisor, staff member, or Department Chair to obtain clarification of their duties and responsibilities at any time.

**Section 6 - Duration of Employment**

When, in the judgement of the employer, work assignments can reasonably be expected to continue, GAs should be appointed for an academic year or twelve (12) months, rather than term-to-term.

A GA shall be employed for a specific period of not less than one term or for a special limited purpose. A special limited purpose is employment that a) covers unexpected departmental needs arising during a term and whose duration is less than a term; or b) is supported by a grant or contract whose duration is less than one term. In all cases, employment begins and ends according to the employment period specified in the notice of appointment, or when the special limited purpose is complete. A GA may not be appointed to more than two consecutive special limited purpose assignments without the GA's approval. Under circumstances wherein external research funding for a full academic year GA position is terminated, redirected or reduced, the University may reduce the position's FTE or terminate the GA position in total upon 30 days written notice.

If the position accepted by the GA for one or more specific periods in an academic year is eliminated prior to the end of the period of the appointment accepted by the GA, the University shall notify the GA in writing of the reason for the position elimination. The University will endeavor to see that the GA is placed into a position of equivalent appointment percentage or compensation or provide equivalent compensation, if such position can be identified and is unoccupied.

**Section 7 - Renewal of Appointments**

Reappointments will be at the sole discretion of the University, except as abridged by this Agreement.

If a GA is not offered renewal of appointment, the GA may request a meeting with contact the hiring supervisor to discuss whether other employment opportunities exist for them based on their qualifications. The hiring supervisor will respond within working five (5) days. If the GA is dissatisfied with the hiring supervisor's response to their request or does not receive a response within working five (5) days, they may request a meeting with a higher-level supervisor, or bring their correspondence and concerns to the Labor Management Committee.

If the basis for not offering reappointment is that satisfactory academic progress has not been met, GAs may appeal departmental decisions through the University's Academic Appeals process, and not through the grievance and arbitration process in Article GRIEVANCE\_ARTICLE.

**Section 8 - Tracking Appointments**

The Parties agree to discuss non-renewals and single term appointments in the Labor Management Committee (see Article LABOR\_MANAGEMENT \_ARTICLE).

During the term of the Agreement, the University agrees to monitor appointments to document the use of single-term appointments and any variances from timely notice. The University will prepare a report and will send it to the Labor Management Committee. The specifics of the report and reporting timeframe will be defined collaboratively by the Labor Management Committee (see LABOR\_MANAGEMENT \_ARTICLE).

**Article\_\_\_\_\_**

**DISCIPLINE AND DISCHARGE**

1. The parties recognize the authority of the University to impose discipline up to and including discharge. No GA will be disciplined or discharged without just cause.
2. Disciplinary sanctions will generally be imposed consistent with the principles of progressive discipline and will be administered in private.
3. Verbal or written warnings, letters of caution or plans of improvement are not disciplinary in nature. Nonetheless, these matters will be addressed in private.
4. Disciplinary sanctions may include written reprimands, suspension without pay, and discharge.
5. The University will notify the employee at least 48 hours in advance of any investigatory meeting. These notices will include information on how to contact their GEU representatives. The employee may be represented by a GEU representative at any investigatory meeting.
6. In any meeting scheduled for the purpose of delivering a disciplinary sanction, the employee may be required to acknowledge receipt of the sanction but is not required to engage in further discussions about the circumstance leading to the sanction.
7. In the event the University determines to place an employee on administrative leave during the investigatory period, that employee's compensation will continue uninterrupted.
8. A record of any disciplinary sanction will be placed in the employee's personnel file. In keeping with Article PERSONNEL\_RECORDS\_ARTICLE, an employee will have the right to submit a written statement regarding the disciplinary sanction, and have that statement attached to the record and placed in their personnel file.

**Article\_\_\_\_\_**

**EVALUATIONS**

**Section 1 - Purpose of Evaluation**

An employment evaluation is a written assessment of a GA's employment performance by an employee of the University who is familiar with the nature of the GA's work assignment(s). Employment evaluations are a two-way discussion between the employee and the supervisor and are one means for providing feedback, developmental guidance, and professional development for GAs. Evaluation meetings will not be used for investigating or delivering disciplinary actions. Employment evaluations should never take the place of day-to-day coaching and direction. Rather, the evaluations serve as a summary and documentation of performance.

GAs will be informed prior to beginning the evaluation process that the evaluation content may be placed in their personnel file and/or the Department supervisory file.

**Section 2 - Evaluation Process and Criteria**

Departments and employing units that conduct evaluations will establish the criteria, timeline and format of the evaluation.

A GA who is employed in a unit with an evaluation process and is employed when evaluations are conducted shall be eligible for an evaluation if the GA is either 1) on an academic year or longer appointment or 2) employed for any two terms during an academic year. The GA or the employing unit, may initiate an evaluation once per academic year. The employing unit will complete the evaluation within a reasonable time frame. If the employing unit conducts evaluations on an annual schedule, the evaluation may be conducted according to this schedule.

The GA will begin the evaluation process by preparing and submitting a self-evaluation using the same evaluation criteria used by the employing unit, to the department chair or equivalent.

GAs may request an informal meeting with their supervisor to discuss progress, job performance, ways to improve, with the goal of professional development. Supervisors or assigned faculty members may engage in classroom observations for GA's with classroom responsibilities as part of these informal discussions.

Units will make information about the evaluation process, timeline, and applicable criteria available to GAs in the Work Assignment Notice. GAs will be notified of any changes in the unit's evaluative process.

Evaluation criteria will be aligned with assigned work duties, described in the Work Assignment Notice (see Article APPOINTMENTS\_ARTICLE\_\_\_\_\_\_).

The supervisor or designee of the employing unit may conduct one or more site visits to the GA's work place for the purpose of evaluation. If the GA evaluation process involves classroom observation by a supervisor for use in an evaluation, then the GA shall be notified of such visit at least three (3) calendar days in advance.

If information to be considered in the evaluation is derived from a numerical rating, including student evaluations, then a summary of the average rating scores may become a part of the GA's evaluation materials.

**Section 3 - Student Evaluations**

When student course evaluations request specific feedback about the GA's performance, results will be made available to the GA. Any content from student course evaluations that is used to evaluate a GA's performance must be made available to the GA.

GAs who are assigned as instructors of record will receive student course evaluations in the same manner as faculty in the employing unit.

**Section 4 - Evaluation Results**

GAs shall be notified no later than seven (7) calendar days prior to an employment evaluation meeting during which the GA's evaluation will be presented and discussed.

Employees will be provided a copy of the written evaluation and an opportunity to respond in writing before the evaluation is placed in the GA's personnel record or supervisory file (see Article PERSONNEL\_RECORDS). If the written evaluation is placed in the employee's personnel file, the employee shall sign this copy as an acknowledgment that the employee has received and read the evaluation. The signature does not reflect the agreement or disagreement with the results of the evaluation. An electronic signature will constitute as a signature for this purpose.

A GA may submit a statement in response to the evaluation within fourteen (14) calendar days of receiving the evaluation. The University will attach this statement to the written evaluation.

If there are deficiencies noted in a GA's evaluation, the supervisor and the GA will create a remediation plan jointly agreed to by both parties.

**Section 5 - Development of Evaluation Template**

The University and GEU agree to collaboratively develop a standard template available for use in GA evaluations as described in LOA# X.

**Article\_\_\_\_\_\_\_\_**

**GRIEVANCE AND ARBITRATION**

**Section 1 - Definitions**

For purposes of the Grievance and Arbitration article of this Agreement, the following definitions shall apply:

1. A "grievance" is a complaint alleging a violation, misapplication or misinterpretation of a specific provision(s) of this Agreement.
2. "Filed" means personal delivery, delivery through the U.S. Mail, or email delivery to official University email. "Respond" means personal delivery, delivery through the U.S. Mail, or email delivery to the sending address. All correspondence about grievance matters will be copied to the University contact as specified in the Communications Article.
   1. For personal delivery, the individual presenting the grievance may request a written receipt from the University or GEU. Delivery of a grievance filed by personal delivery will be considered delivered as of the date on the written receipt or the date on which the grievance was actually received;
   2. For delivery through the U.S. Mail, the date on which the grievance was postmarked will be considered the date of delivery;
   3. For Delivery through email, the date and time on which the grievance was sent will be considered the date of delivery; and
   4. Grievances delivered after the close of regular business hours will be considered filed on the following business day.

**Section 2 – General Provisions**

1. A grievant has the right of self-representation at any step in the grievance procedure and/or may be accompanied or represented by a GEU representative. Only tRe GEU may advance a grievance to arbitration.
2. All correspondence regarding the grievance will be in writing, excluding Section 3 - Informal Step. All grievances will include the following information at the time of the filing of the grievance:
3. Name of the grievant and GEU Representative, if applicable;
4. Contact information;
5. Department/Hiring Unit;
6. Position held by the grievant;
7. The grievant's supervisor's name;
8. The date of the violation;
9. The specific Article(s) and Section(s) of the Agreement which are alleged to

have been violated;

1. A description of the violation including pertinent facts;
2. The remedy requested; and
3. The signature of the grievant and/or the designated GEU Representative.
4. Time limits for the Grievance and Arbitration procedure are understood as follows:
   1. For GEU: Failure to elevate the grievance within the timelines allotted will render the grievance constructively abandoned and not subject to further processing under this procedure.
   2. For the University: Failure to respond to a grievance at any step in the procedure within the appropriate time period will render the grievance automatically denied. The grievant may elevate the grievance to the next level.
   3. A grievant may have a GEU representative present at any step of the grievance procedure.
   4. Grievance meetings will be conducted at mutually agreeable time and will be considered work time for the grievant(s) and Union representative.
   5. The parties can mutually agree to extend timelines. Agreements to extend timelines must be in writing (email is acceptable).
   6. No grievance documents shall reside in the employee’s official personnel file.
   7. Grievance or references thereto shall not be included in the employee evaluation.
   8. A grievance may be filed by a GA or GEU representative.
   9. Grievances shall not include complaints related to matters of academic judgment.
   10. Failure to file a written grievance in twenty-five (25) working days of the date on which the grievant knew or should have known of the alleged violation, shall constitute a waiver of the grievance.

**Section 3 - Informal Step**

The Parties agree that it is mutually desired what whenever possible grievances be resolved informally at the lowest step. Prior to filing a formal grievance and within fifteen (15) working days of the employee’s knowledge of the dispute, the grievant and/or their Union representative may discuss the matter with the GA’s Supervisor, or a different appropriate administrator. If no resolution can be agreed upon, the grievant may begin the formal grievance process.

**Section 4 - Formal Steps**

**Step One**

If the grievance has not been resolved at the informal step, the grievant will, within twenty-five (25) working days of the employee’s knowledge of the dispute, reduce the grievance to writing and elevate to the relevant Department Chair or Chair equivalent. The relevant Department Chair or Chair equivalent and in the case of a non-academic unit, the second level supervisor may call a meeting to discuss the grievance. The relevant Department Chair or Chair equivalent and in the case of a non-academic unit, the second level supervisor will respond within ten (10) working days of the delivery of such grievance or five (5) working days of the scheduled meeting should a meeting occur.

**Step Two**

If the grievance cannot be resolved at Step 1, the grievant will, within ten (10) working days of the Step 1 response elevate the grievance to the relevant Dean/designee or in the case of a non-academic unit, the relevant Director or Department Head. The relevant Dean/designee or in the case of a non-academic unit the relevant Director or Department Head may call a meeting to discuss the grievance. The relevant

Dean/designee or in the case of a non-academic unit, the relevant Director or Department Head will respond within ten (10) working days of the delivery of such grievance or five (5) working days of the scheduled meeting should a meeting occur.

**Step Three**

If the grievance cannot be resolved at Step 2, the grievant will, within ten (10) working days of the Step 2 response, elevate the grievance to the relevant Vice President or designee. The relevant Vice President or designee may call a meeting to discuss the grievance. The relevant Vice President or designee will respond within ten (10) working days of the delivery of such grievance or five (5) working days of the scheduled meeting should a meeting occur.

**Step Four - Arbitration**

If the grievance remains unresolved after Step 3, the Union may notify the University, within twenty (20) working days that the grievance will proceed to arbitration.

* 1. The filing party shall request a list of seven (7) potential arbitrators from the Oregon Employment Relations Board. Upon receipt of the list of names, the parties shall alternately strike names until one name remains. The final name shall be that of the arbitrator who shall hear the grievance. The party making the first strike will be determined by a coin toss. Decisions or awards rendered by the arbitrator shall be final and binding upon the Parties. The arbitrator's fees and expenses shall be equally shared between the Parties.
  2. The arbitrator shall first decide the issue to be arbitrated. Second, the arbitrator's jurisdiction shall be decided. If the arbitrator's jurisdiction/arbitrability of the matter is in dispute between the Parties, the arbitrator shall hear the arguments from Parties on the arbitrability question before deciding whether the arbitrator does or does not have jurisdiction to hear the merits of the case. Once the arbitrator has made a decision regarding the arbitrability of the case, that decision shall be announced. Should the arbitrator determine that they have jurisdiction over the matter, the arbitrator may normally proceed with a hearing on the merits of the case. Should the arbitrator determine that they do not have jurisdiction over the matter, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue without the mutual agreement of the Parties.
  3. Neither Party shall be obligated to the cover the cost of a reporter or transcript. However, if the arbitrator requests that a transcript be made of the hearing, then the costs of the transcript shall be considered a cost of the arbitration.
  4. The arbitrator shall have no authority to add to, subtract from or modify the terms of the contract. 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 award monetary penalties or damages. The arbitrator shall have the authority to make the bargaining unit member whole, but does not have the authority to direct that a bargaining unit member be reappointed, promoted, or awarded employment. The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the University and the Board that have not been expressly limited by this Agreement.

**Article\_\_\_\_\_\_\_\_**

**HEALTH AND SAFETY**

**Section 1 - Purpose**

The University is committed to creating and maintaining conditions that are conducive to the health and safety of its employees. The University acknowledges an obligation to provide a safe and healthy environment for its employees and agrees to do so in accordance with any and all applicable local, State, and Federal laws pertaining to occupational safety and health.

**Section 2 - Training**

The employing unit shall see that GAs are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply during the course and scope of their employment and in the proper handling of dangerous or toxic substances. This training will be provided to the employee without loss of pay or paid at the employee's hourly rate.

**Section 3 - Equipment**

It is the responsibility of the University to provide, at no cost to the GAs, all necessary personal protective equipment (PPE) required for the safe and healthy execution of their duties, including work in the field, as well as training in the proper use of any issued PPE. For GAs participating in field work, this may include emergency contact equipment appropriate to the work that is being performed.

The University will supply and maintain adequate emergency facilities, equipment, and supplies, including but not limited to eyewash stations and emergency shower stations. These will be available at appropriate locations within easy and timely access and will be provided at no cost to assistants.

**Section 4 - Health and Safety**

If, after reporting to the supervisor that a specific substance, task, or assignment may jeopardize personal health or safety, correction is not made, that employee may refuse to perform such activity without penalty until the appropriate health or safety office has reviewed the situation and made a finding. The University shall notify the Union of each determination that is made.

If a work site is closed for health and safety reasons, the University will provide appropriate alternate space to affected assistants who will be expected to carry out their duties in that space. Alternatively, if no appropriate alternate space is provided then affected assistants will continue to receive their full tuition remission and wages for the remainder of the appointment period.

The University commits to maintaining a position for a GEU representative, to be named by GEU, on the Campus Health and Safety Committee.

**Section 5 - Injury and Illness on the Job**

An employee injured on the job or who contracts a disease or illness as a result of work performed and/or the work environment will notify their supervisor as soon as practical after the incident giving rise to the injury or after becoming aware of the disease or illness. The employer will provide necessary forms and reasonable assistance for the employee to file a Workers' Compensation claim. The employee will provide the University's workers' compensation insurance carrier with all information and documents necessary to process their claim.

When, upon advice of their physician, an employee requires modified work or a modified work schedule due to an on-the-job injury or work-related disease or illness, the University will make a good faith effort to accommodate the employee's needs. Upon request of the employer, the employee will provide a certification from their treating physician confirming the need for modified work or a modified schedule.

An employee who is unable to work due to an on-the-job injury or work-related disease or illness, will be accorded all rights of applicable statutes and regulations. Upon the treating physician's certification that the employee is able to return to their job, the employee will be returned in accordance with all applicable statutes and regulations.

Alleged violations of this Section 4 shall not be subject to the grievance or arbitration procedures identified in Article GRIEVANCE\_ARTICLE.

**Article\_\_\_\_\_**

**LABOR MANAGEMENT COMMITTEE**

There shall be a Labor Management Committee consisting of four (4) to six (6) members, up to three (3) from GEU and three (3) from the University. The Labor Management Committee will include the Vice Provost for Academic Personnel and Leadership Development or their designee. GEU is free to include GEU-affiliated staff in any Labor Management Committee meetings in an advisory capacity. Additional representatives may be allowed upon mutual agreement of the parties. This Committee will discuss matters concerning bargaining unit members. The Committee shall meet quarterly or at the request of either party. The Parties will schedule a meeting within fourteen (14) calendar days of receipt of a written request for a meeting. The meeting will be held within thirty (30) calendar days of receipt of a written request for a meeting or at a mutually agreeable time. This Committee will work collaboratively to address workplace issues that may arise that are outside of the grievance process, and discuss concerns. Any recommendations made to the Parties as a result of these meetings will be reduced to writing and signed by the Labor Management Committee, provided representatives of the University and GEU are present to sign. To permit frank and open discussion, the Committee will not have authority to change, delete or modify any of the terms of the Agreement or to adjust grievances arising under the contract.

**Article\_\_\_**

**LAYOFF**

**Section 1 – Definition of Layoff**

Layoff is defined as a separation from University employment during the period of an employee's appointment due to a reduction in workforce or a reduction in a department and shall not reflect discredit on the employee.

**Section 2 – Layoff Order and Implementation**

In the event a layoff becomes necessary, the employing unit will first make every effort to reassign the GA to another appointment and/or work assignment. GAs will not be laid off due to low course enrollment unless the course is cancelled. Order of layoff will be based on reasonable criteria. All layoffs shall be implemented by providing employees and GEU with as much written notice of separation stating the reasons for layoff as possible, but no less than fifteen (15) calendar days before the effective date.

**Section 3 - Tuition Remission**

If layoff occurs, an affected employee shall have the right to the tuition remission for the academic term during which the layoff went into effect.

**Section 4 - Reappointment Upon Position Restoration**

A GA who has been laid off but whose position has been restored before the end of the period identified in their Notice of Appointment, will be reappointed to that position.

**Article\_\_\_\_**

**NON-DISCRIMINATION**

**Section 1 – No Discrimination Based on Protected Class**

The University and GEU will not discriminate or retaliate against any member with respect to wages, hours, or any terms or conditions of employment, or in the application of the provisions of this Agreement by reason of race, color, ethnicity, religion, gender, gender identity, gender expression, sex, age, national origin,· genetic information, marital status, sexual orientation, disability, medical conditions including HIV antibody status, domestic partnership status, familial status including parental status, pregnancy, veteran status, or any other protected class under State or Federal Law. Unlawful discrimination includes unlawful sexual harassment.

**Section 2 – Remedies**

Alleged violations of Section 1 of this Article will not be subject to the arbitration procedure identified in Article GRIEVANCE\_ARTICLE. The GEU may bring the matter to the Labor Management committee for discussion at their option. Employees retain rights to submit a complaint to the University Office of Global Diversity and Inclusion (OGDI), the Bureau of Labor and Industries or the Equal Employment Opportunity Commission for consideration at any time.

**Section 3 – No Discrimination Based on Union Activity**

In accordance with ORS 243.672, the University will not take any adverse employment action against any member based on their membership or non-membership in, or activity on behalf of, or in opposition to, GEU.

**Section 4 - Applicable Laws**

The University and GEU agree to abide by federal and state laws, including but not limited to the federal Family and Medical Leave Act ("FMLA") or the Oregon Family Leave Act ("OFLA") and regulations for affirmative action in all terms and conditions of employment.

**Section 5 - Non-Retaliation**

The University and GEU will not retaliate for the reason that the employee has in good faith reported information that the employee believes is evidence of a violation of a state or federal law, rule or regulation, provision of this Agreement, or University policy.

**Article\_\_\_\_\_**

**PERSONNEL RECORDS**

**Section 1 - Official Personnel Record and Content**

The University will maintain one official personnel record for each GA. The official personnel record will be maintained in the Human Resources Office.

Only documents that pertain to employment and/or job performance will be included in a GA's personnel record. No evaluative or disciplinary material reflecting critically upon a GA will be placed in the official personnel record unless the GA has had an opportunity to review it and acknowledge their review by their signature. The GA's signature only confirms that the GA has had an opportunity to review the material, and does not indicate agreement or disagreement with its contents.

The University will not place any reference to a grievance filed by a GA in the official personnel record of the GA.

The University will not place documents that refer to academic issues in the official personnel record unless the issue results in the loss of appointment.

A GA may make a written statement relating to any document in the official personnel record and the statement will be placed in the GA's official personnel record and attached to the relevant document.

**Section 2 - Right to Review Personnel Record**

A GA, with or without a GEU Representative, will have the right to review their official personnel record at a reasonable time and place as scheduled by Human Resources. The request to review the file must be made in writing (email is acceptable). A GA may request that documents they believe to be obsolete or inappropriate for retention are removed from the official personnel file. The University will consider such requests and remove the material if appropriate.

**Section 3 - Right to a Copy of Personnel Record**

A GA has the right to receive a copy of their official personnel record. If the copy is not electronic, the University may charge for reproduction costs beyond one complimentary paper copy per academic year.

**Section 4 - Supervisory Files**

Departments or administrative units may maintain performance and evaluative material related to a GA in a supervisory file. Supervisory files are not considered official personnel records. A GA, with or without a GEU Representative, will have the right to review their supervisory file at a reasonable time and place as scheduled by the department or administrative unit.

**Article\_\_\_\_\_**

**SEPARABILITY**

Notwithstanding the provisions of ORS 243. 702(1 ), it is the expressed intent of the parties that in the event any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or rendered invalid through federal or state regulation or decree, such action shall not invalidate any remaining provision of this Agreement. All provisions not declared invalid shall remain in full force and effect. Upon the request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for any provision so invalidated.

**Article\_\_\_\_\_\_**

**STRIKE/LOCKOUT**

**Section 1**

For the duration of this Agreement, the Union, on its own behalf and on behalf of members of the bargaining unit, agrees not to participate or engage in, aid, or assist any strike concerning a dispute under this Agreement. Any member of the bargaining unit who violates any provision of this Article may be subject to disciplinary action under Article DISCIPLINE\_AND\_DISCHARGE\_ARTICLE. Nothing contained in this Article shall be construed to be a limitation of any right of the University to any other remedies, legal or equitable, to which the University may otherwise be entitled.

**Section 2**

There shall be no lockout of employees in the unit during the term of this Agreement.

**Section 3**

ln the event that an employee is unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to provide work shall not be deemed a lockout and GAs shall not suffer any subsequent loss of pay or benefits.

**Section 4**

In the event of a strike by other employee bargaining units, GAs may be asked to temporarily perform work that is not normally in their regular work duties, with the understanding that GAs will not be required to perform work that they believe is outside their area of experience, beyond their capabilities, beyond their FTE, or that they consider unsafe.

**Section 5**

Upon notification by the University to the GEU that certain bargaining unit employees covered by this Agreement are engaging in strike or other work stoppage activities in violation of this Article, the GEU shall advise such striking employees, in writing with a copy to the University, to return to work immediately.

TO BE INCLUDED IN DEFINITIONS ARTICLE:

Strike - "Strike" means a lawful public employee strike pursuant to the Oregon Public Employee

Collective Bargaining ACT (PECBA), ORS 243.650 - 243.782.

**Article\_\_\_\_\_\_\_\_**

**SUMMER SESSION**

At the discretion of the employing unit, eligible graduate students may be offered appointments covering all or part of the University's Summer Session. The number of such appointments and their duration will be determined by the employing unit based on the anticipated workload or enrollment for Summer Session.

During the summer term, GAs may be appointed to an FTE up to 1.0.

The salary for Summer Session appointments will be determined according to Article SALARY \_ARTICLE, with Summer Session treated as another three (3) month (thirteen (13) week) employment period. The salary base for the Summer Session will be that of the previous academic year. The actual work duration in Summer Session may differ considerably from the employment period; for example, a GTA may be employed to teach a four (4) week Summer Session course at thirteen (13) hours per week, corresponding to fifty-two (52) hours total work or 0.1 O FTE for the employment period.

For the same work assignment performed during the Summer Session, a GA's hourly rate will not be diminished from the rate provided during the academic year.

**Article\_\_\_\_**

**WORK ENVIRONMENT**

The University will provide each GA with access to facilities and services conducive to carrying out their work duties (i.e., teaching, research, or administration) in a professional atmosphere, including reasonable office or desk space; reasonably secure storage space for books, papers, and supplies; and reasonable access to a telephone and computer. Each GA will also have reasonable access to private facilities for conferring with students and faculty and for other job-related purposes.

**Article\_\_\_**

**WORKLOAD**

**Section 1 – Work and Full Time Equivalency (FTE)**

A GA’s FTE is a reflection of the expected hours of work required to complete the work assignment so as to maintain excellence in their assigned duties.

GAs will not be required to work more hours than specified in their Notice of Appointment, or to work any hours for which they are not paid.

A GA’s FTE should be determined by the following scale of time averaged over the employment period.

FTE is based on expected weekly and overall workload during an academic quarter.

|  |  |  |
| --- | --- | --- |
| Full Time Equivalent (FTE) | Total Work Hours per 13 Week Employment Period | Average Hours per Workweek |
| .10 | 52 | 4 |
| .15 | 78 | 6 |
| .25 | 130 | 10 |
| .30 | 156 | 12 |
| .49 | 254 | 19.5 |

The above table is a representation of hours for combined appointment purposes

## Section 2 – Work Included in FTE

The GA’s FTE is to be based on the employing unit’s determination of the amount of time it should take to perform the assigned duties. When determining a GA’s FTE, all work duties and factors that affect those duties shall be included in the calculation, including but not limited to the following:

* + - 1. Required meetings with assigned faculty member or supervisor;
      2. Required orientations;
      3. Required meetings;
      4. Class preparation;
      5. Office hours;
      6. Grading;
      7. Required safety training;
      8. All other duties described in appointment letter and/or position description

## Section 3 – Nature of the Work

It is understood by the parties that the amount of work may vary throughout the term due to specific assignments and/or other situational demands.

Workload assigned to a GA may or may not be separate from the academic expectations associated with thesis or dissertation research. This Agreement shall not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward their degree.

## Section 4 – Workload Management

The University will endeavor to make accurate assignment of FTE based on the anticipated duties of the GA.

To encourage a clear understanding of expectations, assigned faculty members or supervisors and GAs are encouraged to communicate as needed concerning the GA's work assignment to ensure that GAs receive appropriate guidance and supervision.

In the event that workload differs from the assigned FTE, the GA may request a meeting with their assigned faculty member or supervisor to discuss this concern.

In these discussions, the assigned faculty member or supervisor will

(1) Identify ways for the GA to accomplish the work within the assigned FTE, and/or

(2) Make changes to the required work duties without lowering assigned FTE or hourly pay rate, and/or

(3) Change the assigned FTE without reducing the hourly pay rate

to align the GA’s workload with the assigned FTE. No changes in FTE discussed will be considered final without the approval of a budgetary authority. The Parties acknowledge that more than one of the remedies above may be necessary to achieve this alignment.

No GA will be subject to retaliation for submitting a request for FTE review and reconsideration, or for participating in the FTE review and reconsideration process in any manner.

## Section 5 – Changes in Work Assignments

The University reserves the right to reassign GAs to the duties and responsibilities that best meet the needs of the institution based upon the qualifications and abilities of the GA. Any reassignment must follow the guidelines for assignments in Article APPOINTMENTS\_ARTICLE, Section 3.

No provisions in this article should be construed to prohibit an increase in FTE by mutual agreement of a GA and their assigned faculty member or supervisor with budgetary authority.

If work duties offered in writing are subsequently changed, the hours spent in preparing or working on the original assignment will be credited for the purposes of fulfilling the FTE requirements.

If additional responsibilities are assigned to the GA after issuance of the Work Assignment Notice that can reasonably be expected to increase the effort needed to accomplish the work above the assigned FTE, the University will increase the FTE without decrease in the hourly rate. Such changes or increases will be discussed with the GAs affected.

**Letter of Agreement – Appendix \_\_\_**

**ACADEMIC FREEDOM TASKFORCE**

The parties agree to form a joint task force to explore how issues of academic freedom impact the work of Graduate Assistants. The task force should include both GEU representatives and representatives from the University. GEU will endeavor to select members for the task force who represent of the three categories of GAs (GAA, GRA, GTA). The University will endeavor to select members for the task force who have experience supervising each of these GA categories. The goal of this task force is to produce a report documenting the issues of academic freedom as they apply to GAs at Portland State University for presentation to the Faculty Senate steering committee. The task force will produce the report within a year of the ratification of this contract, unless additional time is mutually agreed upon.

**Letter of Agreement – Appendix \_\_\_**

**Evaluation Template**

The University and the GEU agree to establish a Task Force to collaboratively develop a standard employment evaluation template that will be available for use by employing units in the evaluation of GAs. The Task Force will commence its work not later than 90 calendar days (unless mutually agreed otherwise) from ratification of the contract by both parties. The Task Force will report on its progress to the Labor/Management Committee.

The Task Force will complete the template by the end of the contract period, unless mutually agreed by both parties, and the University will make the template and necessary training regarding use of the template available no later than the end of the contract.

**Letter of Agreement – Appendix \_\_\_**

**INTELLECTUAL PROPERTY**

The parties agree that GEU representatives will attend a meeting with PSU's Director of Innovation and Intellectual Property to provide input on the University's Draft Copyright Ownership Policy before the policy moves forward to the University Policy Committee for adoption.

The parties agree that one or more GEU representatives will have a full seat and on all future committees or task forces that pertain to intellectual property.