

Collective Bargaining Agreement
between
Graduate Employees Union, AFT/AAUP



and
Portland State University

Portland, Oregon

For the Period
March 28, 2018
to
June 30, 2021

Table of Contents

Article 1.	Recognition
Article 2.	Defining Parties
Article 3.	Union Rights
Article 4.	University Rights
Article 5.	Definitions
Article 6.	Communication
Article 7.	Distribution and Printing of Contract
Article 8.	Non-Discrimination
Article 9.	Discipline and Discharge
Article 10.	Grievance and Arbitration
Article 11.	Evaluation
Article 12.	Personnel Records
Article 13.	Health and Safety
Article 14.	Work Environment
Article 15.	Labor and Management
Article 16.	Layoff
Article 17.	Appointments
Article 18.	Workload
Article 19.	Salary
Article 20.	Tuition and Fee Remission
Article 21.	Health and Well-Being
Article 22.	Leave
Article 23.	Streetcar
Article 24.	Work Life Balance
Article 25.	Summer Session
Article 26.	Separability
Article 27.	Strike/Lockout
Article 28.	Term of Agreement
Article 29.	Complete Agreement
Appendix A.	PSU and GEU Healthcare Task Force
Appendix B.	Academic Freedom Task Force
Appendix C.	Evaluation Template
Appendix D.	Intellectual Property Letter
Appendix E.	Ratification Timeline

Article 1 - Recognition

Section 1.1 - Recognition

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 1.2 - New Classification

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 2 - 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 3 - Union Rights

Section 3.1 - Communication

3.1.1 - 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.

3.1.2 - 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 3.2 - Use of Facilities

3.2.1 - 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.

3.2.2 - 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.

3.2.3 - 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).

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

3.2.5 - 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 3.3 - 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 3.4 - Bargaining Unit Information

3.4.1 - 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.

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

3.4.2.a - 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.

3.4.3 - 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.

3.4.4 - 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).

3.4.5 - 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, health insurance costs paid as compensation when employed as a GA, PSU ID, current mailing address, and telephone number. This information will be delivered electronically in a format which is mutually agreed upon.

3.4.6 - 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 3.5 - Exchange of Information

3.5.1 - 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.

3.5.2 - 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.

3.5.3 - 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 3.6 - Compensation for Contract Negotiations

3.6.1 - 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.

3.6.2 - 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.

3.6.3 - 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.

3.6.4 - 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.

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

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

3.6.7 - The total amount of compensated service under this section, combined with all other GA or student positions, may not exceed a total FTE of 0.49 per term. During the vacation term, compensated service may not exceed 1.0 FTE.

Section 3.7 - Dues Deduction

3.7.1 - 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 (1) 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.

3.7.2 - 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.

3.7.3 - 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 3.8 - Fair Share

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

3.8.2 - 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.

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

3.8.4 - 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 non-religious 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 3.9 - 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 3.10 - 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 3.4 (Bargaining Unit Information), Section 3.7 (Dues Deduction), and Section 3.8 (Fair Share of this Article).

Article 4 - University Rights

Section 4.1 - Rights Reserved

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:

4.1.a - 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;

4.1.b - to adopt and amend budgets and make budgetary allocations or reallocations affecting the University as a whole or any of its departments or units;

4.1.c - 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;

4.1.d - to determine the number of GAs to be appointed or reappointed and to relieve GAs from duty due to lack of work or funds;

4.1.e - 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;

4.1.f - to establish, modify, combine, or eliminate job classifications;

4.1.g - to determine the number, location, or relocation of facilities, buildings, and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms, or facilities;

4.1.h - to supervise, train, and evaluate GAs;

4.1.i - to determine materials and equipment to be utilized by GAs and the methods and means by which work shall be performed and services provided;

4.1.j - to establish quality and performance standards rules for GAs with regard to their assigned work duties;

4.1.k - 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;

4.1.l - to hire, transfer, promote, assign, reassign, and/or retain GAs;

4.1.m - to perform all other functions inherent to the administration, management, and control of the University; and

4.1.n - 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.

Section 4.2 - Non-Waiver of GEU's Negotiation Rights

Nothing contained in this description of University 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 5 - Definitions

Section 5.1 - Definitions

5.1.1 - **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:

5.1.1.a - Individuals who qualify as supervisory employees under ORS 243.650(23);

5.1.1.b - Individuals who are the recipients of State or Federal training grants;

5.1.1.c - Graders who do not have direct classroom and/or laboratory instructional responsibilities and/or personal contact in pre-scheduled and posted office hours;

5.1.1.d - Tutors who are not employed primarily to assist students enrolled in a specific course;

5.1.1.e - 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.

5.1.2 - **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 (1) or more course sections included in the GTA's work assignment, or generally assisting in the delivery of curriculum.

5.1.3 - **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.

5.1.4 - **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.

5.1.5 - **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.

5.1.6 - **Strike:** "Strike" means a lawful public employee strike pursuant to the Oregon Public Employee Collective Bargaining ACT (PECBA), ORS 243.650 - 243.782.

Article 6 - Communication

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

For GEU:

Executive Board
Graduate Employees Union at PSU
1825 SW Broadway Ave. Room 1
Portland, OR 97201

Email: info@pdxgeu.org

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

For the University:

Vice Provost for Academic Personnel and Dean of Interdisciplinary General Education
Office of Academic Affairs
Mailcode: OAA
PO Box 751
Portland, OR 97207

Article 7 - Distribution and Printing of Contract

Section 7.1 - Posting and Printing

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 8 - Non-Discrimination

Section 8.1 - Non-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 8.2 - Remedies

Alleged violations of Section 1 of this Article will not be subject to the arbitration procedure identified in Article 10. 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 8.3 - 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 8.4 - 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 8.5 - 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 9 - Discipline and Discharge

Section 9.1 - Process

9.1.1 - 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.

9.1.2 - Disciplinary sanctions will generally be imposed consistent with the principles of progressive discipline and will be administered in private.

9.1.3 - Verbal or written warnings, letters of caution, or plans of improvement are not disciplinary in nature. Nonetheless, these matters will be addressed in private.

9.1.4 - Disciplinary sanctions may include written reprimands, suspension without pay, and discharge.

9.1.5 - The University will notify the employee at least forty-eight (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.

9.1.6 - 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.

9.1.7 - In the event the University determines to place an employee on administrative leave during the investigatory period, that employee's compensation will continue uninterrupted.

9.1.8 - A record of any disciplinary sanction will be placed in the employee's personnel file. In keeping with **Personnel Records Article 12**, 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 10 - Grievance and Arbitration

Section 10.1 - Process

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

10.1.1.a - A "grievance" is a complaint alleging a violation, misapplication, or misinterpretation of a specific provision(s) of this Agreement.

10.1.1.b - "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.

10.1.1.b.i - 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;

10.1.1.b.ii - For delivery through the U.S. Mail, the date on which the grievance was postmarked will be considered the date of delivery;

10.1.1.b.iii - For Delivery through email, the date and time on which the grievance was sent will be considered the date of delivery; and

10.1.1.b.iv - Grievances delivered after the close of regular business hours will be considered filed on the following business day.

Section 10.2 - General Provisions

10.2.1 - 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 the GEU may advance a grievance to arbitration.

10.2.2 - 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:

10.2.2.a - Name of the grievant and GEU Representative, if applicable;

10.2.2.b - Contact information;

10.2.2.c - Department/Hiring Unit;

10.2.2.d - Position held by the grievant;

10.2.2.e - The grievant's supervisor's name;

10.2.2.f - The date of the violation;

10.2.2.g - The specific Article(s) and Section(s) of the Agreement which are alleged to have been violated;

10.2.2.h - A description of the violation including pertinent facts;

10.2.2.i - The remedy requested; and

10.2.2.j - The signature of the grievant and/or the designated GEU Representative.

10.2.3 - Time limits for the Grievance and Arbitration procedure are understood as follows:

10.2.3.a - 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.

10.2.3.b - 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.

10.2.3.c - Failure to file a written grievance within 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.

10.2.3.d - The Parties can mutually agree to extend timelines. Agreements to extend timelines must be in writing (email is acceptable).

10.2.4 - A grievant may have a GEU representative present at any step of the grievance procedure.

10.2.5 - Grievance meetings will be conducted at mutually agreeable times and will be considered work time for the grievant(s) and Union representative.

10.2.6 - No grievance documents shall reside in the employee's official personnel file.

10.2.7 - Grievance or references thereto shall not be included in the employee evaluation.

10.2.8 - A grievance may be filed by a GA or GEU representative.

10.2.9 - Grievances shall not include complaints related to matters of academic judgment.

Section 10.3 - 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 10.4 - Formal Steps

10.4.1 - 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.

10.4.2 - 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.

10.4.3 - 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.

10.4.4 - 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.

10.4.4.a - 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 (1) 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.

10.4.4.b - 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.

10.4.4.c - Neither Party shall be obligated to 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.

10.4.4.d - 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 11 - Evaluation

Section 11.1 - Purpose of Evaluation

11.1.1 - 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, evaluations serve as a summary and documentation of performance.

11.1.2 - 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 11.2 - Evaluation Process and Criteria

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

11.2.2 - 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 (2) 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.

11.2.3 - 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.

11.2.4 - GAs may request an informal meeting with their supervisor to discuss progress, job performance, and/or 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.

11.2.5 - 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.

11.2.6 - Evaluation criteria will be aligned with assigned work duties, described in the Work Assignment Notice (see Article 17).

11.2.7 - The supervisor or designee of the employing unit may conduct one (1) 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.

11.2.8 - 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 11.3 - Student Evaluations

11.3.1 - 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.

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

Section 11.4 - Evaluation Results

11.4.1 - 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.

11.4.2 - 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 12). 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.

11.4.3 - 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.

11.4.4 - 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 11.5 - Development of Evaluation Template

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

Article 12 - Personnel Records

Section 12.1 - Official Personnel Record and Content

12.1.1 - The University will maintain one (1) official personnel record for each GA. The official personnel record will be maintained in the Human Resources Office.

12.1.2 - 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.

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

12.1.4 - 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.

12.1.5 - 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 12.2 - 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 be removed from the official personnel file. The University will consider such requests and remove the material if appropriate.

Section 12.3 - 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 (1) complimentary paper copy per academic year.

Section 12.4 - 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 13 - Health and Safety

Section 13.1 - 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 13.2 - 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 13.3 - Equipment

13.3.1 - 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.

13.3.2 - 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 13.4 - Health and Safety

13.4.1 - 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.

13.4.2 - 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.

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

Section 13.5 - Injury and Illness on the Job

13.5.1 - 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.

13.5.2 - 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.

13.5.3 - 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.

13.5.4 - Alleged violations of Section 13.5 shall not be subject to the grievance or arbitration procedures identified in Article 10.

Article 14 - 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 15 - Labor and Management

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 16 - Layoff

Section 16.1 - 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 16.2 - 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 16.3 - 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 16.4 - 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 17 - Appointments

Section 17.1 - Eligibility for Appointments

17.1.1 - 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.

17.1.2 - 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 10, 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, or travel restrictions, the University will endeavor to accommodate these circumstances.

17.1.3 - 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.

17.1.4 - 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.

17.1.5 - There are two (2) scenarios under which a GA can potentially register for fewer than nine (9) graduate credits in a term. First, a maximum four (4) of the nine (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 five (5) graduate credits in the final two (2) terms before graduation provided no additional credits are needed to meet degree requirements.

Section 17.2 - 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 I-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 17.3 - Notice of Appointment

17.3.1 - 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).

17.3.2 - All Notices of Appointment will include the following statements:

17.3.2.a - 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/>.

17.3.2.b - Please be aware that as a PSU graduate student enrolled in nine (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.

17.3.2.c - The (\$) amounts in 17.3.2.b will be updated annually.

17.3.2.d - The OGS website will provide a summary of the eligibility requirements identified in Section 17.1, 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.

17.3.2.e - 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.

17.3.2.f - 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.

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

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

17.3.2.i - 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 17.4 - 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 five (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 17.5 - Work Assignment Notice

17.5.1 - 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.

17.5.2 - 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 17.3 apply.

17.5.3 - 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 (1) of the following:

17.5.3.a - If a GTA has been assigned to one (1) or more course sections, the course details (course and section number, current schedule, estimated enrollment, and credit hours), or

17.5.3.b - 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.

17.5.4 - 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 17.3 apply. The Work Assignment Notice will clearly state this status.

17.5.5 - 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.

17.5.6 - 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.

17.5.7- 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 17.6 - Duration of Employment

17.6.1 - 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.

17.6.2 - A GA shall be employed for a specific period of not less than one (1) 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 (1) 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 (2) 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 thirty (30) days written notice.

17.6.3 - If the position accepted by the GA for one (1) 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 17.7 - Renewal of Appointments

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

17.7.2 - If a GA is not offered renewal of appointment, the GA may request a meeting with and/or 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.

17.7.3 - 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 10.

Section 17.8 - Tracking Appointments

17.8.1 - The Parties agree to discuss non-renewals and single term appointments in the Labor Management Committee (see Article 15).

17.8.2 - 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 Article 15).

Article 18 - Workload

Section 18.1 - 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
0.10	52	4
0.15	78	6
0.25	130	10
0.30	156	12
0.49	254	19.5

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

Section 18.2 - 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:

- 18.2.1 - Required meetings with assigned faculty member or supervisor;
- 18.2.2 - Required orientations;
- 18.2.3 - Required meetings;
- 18.2.4 - Class preparation;
- 18.2.5 - Office hours;
- 18.2.6 - Grading;
- 18.2.7 - Required safety training;
- 18.2.8 - All other duties described in appointment letter and/or position description.

Section 18.3 - 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 18.4 - 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 (1) 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 18.5 - 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 Section 17.3.

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.

Article 19 - Salary

Section 19.1 - General Provisions

The University will not reduce the monthly salary or hourly rate of bargaining unit employees re-appointed to the same duties in a subsequent fiscal or academic year within the same employing unit.

Section 19.2 - Minimum FTE

Effective September 16, 2018, Graduate Employees will be appointed at not less than 0.30 FTE and not more than 0.49 FTE. For Graduate Employees with multiple appointments, total FTE will also be no less than 0.30 FTE and no more than 0.49 FTE. Employment fractions (full-time equivalency or FTE) should be determined by the scale of time commitments outlined in Article 18 and averaged over the employment period.

Section 19.3 - Minimum Salary

19.3.1 - The minimum monthly salary will be based on the annual salary rate and will be prorated for FTE. Effective September 16, 2017, the minimum annual salary rate at 1.0 FTE shall be \$28,400 for 12-month Graduate Assistant appointments and \$21,300 for 9-month Graduate Assistant appointments.

19.3.2 - The minimum hourly rate for the 2017/2018 academic year will be \$13.65.

Section 19.4 - Minimum Monthly Salary Increases

19.4.1 - At the beginning of the first term following a ninety (90) day implementation period after ratification by both Parties, and for the period until September 15, 2018, the minimum annual salary rate for 12-month and 9-month Graduate Assistant appointments will increase by 5.64%.

19.4.2 - Effective September 16, 2018 and for the period until September 15, 2019, the minimum annual salary rate for 12-month and 9-month Graduate Assistant appointments will increase by 3.33%.

19.4.3 - Effective September 16, 2019 and for the period until September 15, 2020, the minimum annual salary rate for 12-month and 9-month Graduate Assistant appointments will increase by 3.22%.

19.4.4 - Effective September 16, 2020, the minimum annual salary rate for 12-month and 9-month Graduate Assistant appointments will increase by 3.19%.

Term of Appointment	Effective Dates	Minimum Annual Salary Rate at 1.0 FTE	Increase Amount
2017-18 Salary Rates			
12 Months	September 16, 2017 until ratification by both parties	\$28,400	NA
9 Months		\$21,300	NA
Gross Hourly Rate		\$13.65	NA
12 Months	At the beginning of the first term following a 90-day implementation period after ratification by both parties through September 15, 2018	\$30,000	5.64%
9 Months		\$22,500	5.64%
Gross Hourly Rate		\$14.42	
2018-19 Salary Rates			
12 Months	September 16, 2018 through September 15, 2019	\$31,000	3.33%
9 Months		\$23,250	3.33%
Gross Hourly Rate		\$14.90	
2019-20 Salary Rates			
12 Months	September 16, 2019 through September 15, 2020	\$32,000	3.22%
9 Months		\$24,000	3.22%
Gross Hourly Rate		\$15.38	
2020-21 Salary Rates			
12 Months	September 16, 2020 through September 15, 2021	\$33,000	3.19%
9 Months		\$24,750	3.19%
Gross Hourly Rate		\$15.87	

Section 19.5 - Cost Of Living Adjustment

19.5.1 - Beginning with Fall Term 2018, eligible GAs will receive a cost of living adjustment to their salary rate upon reappointment into each new academic year on the first day of their first employment period during that academic year equal to the percent change in the CPI. If the percentage increase in CPI is less than 1.5%, then the increase in salary will be 1.5%. If the percentage increase in CPI is more than 3.5%, then the percentage increase to the salary will be 3.5%.

19.5.2 - "Eligible GAs" are those GAs who are employed in the previous academic year for at least one (1) term (not including Summer Session) in a GA position and in the same employing unit in at least one (1) term of each academic year, after the ratification of this agreement.

19.5.3 - For the purposes of this Article, "CPI" means the Portland-Hillsboro-Vancouver Consumer Price Index for All Urban Consumers (CPI-U) for the previous 12-month period as published in or near February each year by the US Department of Labor's Bureau of Labor Statistics.

19.5.4 - GAs below the new minimum will receive either the CPI increase or an increase to the minimum, whichever is greater.

19.5.5 - Nothing in this Article should be construed to limit the ability of employing units to set rates that exceed the minimum hourly rates established in this Article.

Section 19.6 - Contract Ratification Bonus

19.6.1 - Eligible GAs will receive a Contract Ratification Bonus Payment in the amount of \$184, less regular payroll deductions and contributions, within sixty (60) calendar days following ratification.

19.6.2 - Eligible GAs are those who were employed by PSU on the date of ratification by both Parties.

19.6.3 - This Contract Ratification Bonus payment is subject to regular payroll.

Article 20 - Tuition and Fee Remission

Section 20.1 - Fees

Upon the recommendation of the University and in consultation with the Associated Students of Portland State University, the University Board of Trustees will determine mandatory student fees for all graduate students, in keeping with ORS 352.102 and ORS 352.105.

Section 20.2 - Fee Remission

Graduate Assistants will receive a remission of mandatory student fees during the academic year, not including Summer Session, as follows. Employing units reserve the right to grant a fee remission greater than the amounts listed below but not to exceed 100% of mandatory fees.

University Responsibility: During the period September 16, 2018 through September 15, 2019, 45% of mandatory fees, including but not limited to, the Building Fee, Incidental Fee, Health Service Fee, and Academic Student Recreation Center Fee.

GA Responsibility: During the period September 16, 2018 through September 15, 2019, 55% of mandatory fees, including but not limited to, the Building Fee, Incidental Fee, Health Service Fee, and Academic Student Recreation Center Fee.

All other Fines, Fees and Charges will be enacted as in the University's Board of Trustees Tuition, Fees & Fines Policy.

University Responsibility: During the period September 16, 2019 through September 15, 2020, 60% of mandatory fees, including but not limited to, the Building Fee, Incidental Fee, Health Service Fee, and Academic Student Recreation Center Fee.

GA Responsibility: During the period September 16, 2019 through September 15, 2020, 40% of mandatory fees, including but not limited to, the Building Fee, Incidental Fee, Health Service Fee, and Academic Student Recreation Center Fee.

All other Fines, Fees and Charges will be enacted as in the University's Board of Trustees Tuition, Fees & Fines Policy.

University Responsibility: During the period September 16, 2020 through September 15, 2021, 80% of mandatory fees, including but not limited to, the Building Fee, Incidental Fee, Health Service Fee, and Academic Student Recreation Center Fee.

GA Responsibility: During the period September 16, 2020 through September 15, 2021, 20% of mandatory fees, including but not limited to, the Building Fee, Incidental Fee, Health Service Fee, and Academic Student Recreation Center Fee.

All other Fines, Fees and Charges will be enacted as in the University's Board of Trustees Tuition, Fees & Fines Policy.

Section 20.3 - Tuition

20.3.1 - Upon the recommendation of the University and in consultation with the Associated Students of Portland State University, the University Board of Trustees will determine tuition levels for all graduate students, in keeping with ORS 352.102.

20.3.2 - Graduate Assistant tuition will be assessed at the resident graduate rate for the Graduate Assistant's program of study as published in the University's Tuition and Fee schedule.

Section 20.4 - Tuition Remission

20.4.1 - Graduate Assistants will receive tuition remission as part of their total compensation.

20.4.2 - Graduate Assistants will receive a tuition remission equal to the resident graduate base tuition rate for up to nine (9) credit hours in any term during the academic year, not including Summer Session, in which they are employed as a Graduate Assistant.

20.4.3 - Employing units reserve the right to grant a tuition remission for any amount up to the total amount of tuition billed to the Graduate Assistant, including differential tuition rates and Summer Term. In no case will the tuition remission exceed the actual amount of tuition charged to the Graduate Assistant.

20.4.4 - Should a Graduate Assistant be awarded tuition remission from sources outside of their assistantship, the GA will be granted tuition remission equal to the sum of all remissions for which they are eligible, not to exceed the total tuition charge for the credits for which they are registered during the term of employment.

Section 20.5 - Application of Tuition and Fee Remissions

20.5.1 - For Graduate Assistants registered before the start of the term, tuition and fee remissions will be posted to the student account of the Graduate Assistant by the third week of the term for which the remission applies. Any late fees related to tuition and fee remission will be reversed.

20.5.2 - Graduate Assistants are responsible to pay any remaining balance on their student account in accordance with the [PSU Payment Plan](#). If the tuition and fee remission results in a credit on the student account, the credit balance will be refunded to the GA per the Student Financial Services [Refund Policy](#).

Section 20.6 - Tuition and Fee Remission Implementation

This article shall be effective the beginning of the term following the ratification of both Parties, not including Summer Session.

Article 21 - Health and Well-Being

Section 21.1 - Employee Assistance Program

The University agrees to make its Employee Assistance Program available to GAs.

Section 21.2 - Healthcare Task Force

Please refer to Appendix A for information about the Healthcare Task Force.

Article 22 - Leave

Section 22.1 - Sick Leave

22.1.1 - Eligibility and Accrual of Sick Leave

22.1.1.a - GAs are eligible for sick leave with pay immediately upon accrual. Sick leave balances may be viewed by the GA on Banweb. GAs will earn one (1) hour of sick leave for every thirty (30) hours worked.

22.1.1.b - When a GA uses sick leave accruals, they will be compensated at their current rate of pay.

22.1.1.c - Maximum accrual is forty (40) hours in a fiscal year. GAs may accrue up to a total of eighty (80) hours in sick leave.

22.1.1.d - When GAs are re-employed in or transferred to another position within the University, the employee shall transfer up to eighty (80) hours of accrued sick leave to the new position provided the break-in-service does not exceed one year. The employee is entitled to use previously accrued sick time immediately upon reemployment.

22.1.2 - Scheduling and Use of Sick Leave

22.1.2.a - Sick leave is available and may be used for any period of absence from employment which is due to the GA or their family member experiencing mental or physical illness, injury, need for a medical diagnosis, disability resulting from pregnancy, care or treatment of mental or physical illness, dental care, preventative care, or exposure to contagious disease.

22.1.2.b - Sick leave is also available to be used for any Oregon Family Leave Act (OFLA) or Family Medical Leave Act (FMLA)-qualifying purpose. To request Family or Medical Leave, a GA must contact the Office of Human Resources.

22.1.2.c - If the sick leave, FMLA, and/or OFLA leave is not taken in conjunction with an Graduate Leave of Absence, the GA's tuition remission will remain in effect over the period of the leave.

22.1.2.d - Sick leave may be used for medical and dental appointments provided such appointments are scheduled in advance cooperatively with the approval of the GA's supervisor or assigned faculty member and scheduled in a manner that minimizes disruption to the operations of the department, program, or unit.

22.1.2.d.i - GAs should not make medical and dental appointments during mandatory pre-scheduled work commitments such as when they are scheduled to teach; have office hours; or participate in research preparation, experiments, or data collection.

22.1.2.d.ii - Department chairs, program directors, assigned faculty members, or supervisors may make an exception to an appointment made during these times if requested by the GA and provided such appointment minimizes disruptions to the department, program, or unit.

22.1.2.e - A leave of absence covered by this article does not extend a GA's contractual appointment. If a GA's appointment ends (including based on a loss of eligibility) during a leave period, the GA's position and leave period end at the same time.

22.1.2.f - For the purposes of sick leave only, "Family member" means the members of the employee's immediate family (employee's parents, parents-in-law, spouse, partner, children, brother, sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or another member of the immediate household).

22.1.2.g - For purposes of FMLA and OFLA leave only, the statutory definition of "family member" will apply.

22.1.2.h - Certain absences that exceed three (3) consecutive days of absence may be protected by the Family and Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA) for eligible GAs.

22.1.3 - Physician's Certificate

22.1.3.a - The University may require a physician's certificate to support the sick leave claim for absences that exceed seven (7) consecutive work days or when the University suspects an employee is abusing sick leave days whether covered under the leave program or in relation to the use of sick leave.

22.1.3.b - The University may also require a physician's certificate to certify that returning to work would not be detrimental to the GA or to others before allowing a GA to return to work.

22.1.4 - Recordkeeping

GAs must record and submit usage of sick leave accurately on the applicable online leave roster within established payroll deadlines.

22.1.5 - Coverage for Sick Leave Use

22.1.5.a - The University may not require the GA to search for or find a replacement GA when utilizing accrued sick leave or work an alternative shift or schedule to make up for the use of the sick time.

22.1.5.b - The University shall not require a GA to substitute hours for a GA on sick leave without reducing other duties such that FTE required is unchanged.

22.1.5.c - With mutual consent between the GA and supervisor, the GA may “flex” their schedule by working to make up missed hours in place of using sick leave accruals.

22.1.6 - Non-Discrimination

Use of sick leave accruals under the provisions set forth in this article are protected under the terms of Article 8 and Federal and State laws.

Section 22.2 - Jury Duty

22.2.1 - When jury duty service interferes with the work assignment of a GA, the employee shall be entitled to leave with pay for such time.

22.2.2 - The GA shall immediately notify their supervisor upon being summoned as a juror. To the extent possible, the GA shall attempt to schedule jury duty around work assignments.

22.2.3 - The GA may keep any money paid by the court for such service.

22.2.4 - Upon dismissal from jury service, the GA shall return to their normal duties, as appropriate.

Section 22.3 - University Closure

22.3.1 - The PSU University Closure policy will apply to GAs in the event the University is closed due to inclement weather or disease containment purposes.

22.3.2 - GAAs shall not be required to work during University closures but shall be compensated for all hours they are scheduled to work during the closure.

22.3.3 - GTAs and GRAs shall not be required to use paid leave to accommodate missed time due to University closure, except the use of previously authorized sick leave.

22.3.4 - GAs working on research projects may be deemed “research-essential GAs” and are expected to work in order to comply with Federal research regulations.

Section 22.4 - Personal Leaves

22.4.1 - Personal Leaves of Absence will be used for leaves of absence that are not covered by the other leaves of absence provisions of this Agreement and/or University, State, or Federal benefit or entitlement programs.

22.4.2 - This Section shall not be construed to limit a supervisor’s ability to permit additional schedule adjustments.

22.4.3 - The University recognizes that international GAs may need to travel to their consular agency for voting or participation in immigration proceedings on behalf of themselves or a family member. Requests to accommodate this travel are considered valid reasons for leave requests.

Subsection 22.4.4 - Leave With Pay

22.4.4.a - With supervisor approval, GAs may flex their scheduled work hours to allow for up to five (5) continuous days of leave with pay during each term that they are employed.

22.4.4.b - GRAs and GTAs must make up work hours not worked during the paid leave period within the same academic term that the leave is taken.

22.4.4.c - GAAs who are overtime-covered by the Fair Labor Standards Act (FLSA) must make up work hours not worked during the paid leave period within the same work week to avoid loss of pay. "Work week" is defined as a seven (7) consecutive day period beginning Sunday at 12:00 am and ending Saturday at 11:59 pm.

22.4.4.d - Personal Leave with pay of 5 continuous days or less may be arranged by mutual agreement between the GA and their supervisor. Requests for leave shall not be unreasonably denied.

Subsection 22.4.5 - Personal Leaves Without Pay

22.4.5.a - GAs may request a Personal Leave of Absence for time off in excess of five (5) continuous days of leave without pay. GAs on a current assistantship may take up to a 12 week Personal Leave of Absence from their appointment as parental leave or to care for their own serious health condition, or that of a family member.

22.4.5.b - To request a Personal Leave of Absence, employees must submit a completed [Personal/Discretionary Leave Request](#) form to the Office of Human Resources.

22.4.5.c - The University will make the PSU Student Health Insurance Plan available to and continue to pay for the GA's and their family's health insurance during Personal Leaves of Absence taken for parental and medical leave periods at the same level it would pay as if they had not taken leave.

22.4.5.d - The GA's tuition and fee remission will remain in effect over the period of the leave, unless the leave is taken in conjunction with a Graduate Leave of Absence.

Article 23 - Streetcar

Section 23.1

23.1.1 - The Portland Streetcar will be available to all Graduate Assistants at no direct cost through June 30, 2018.

23.1.2 - Beginning July 1, 2018 Graduate Assistants may purchase a Streetcar pass at the rate negotiated by PSU and Portland Streetcar, Inc. PSU reserves the sole right to set Streetcar pass rates for PSU faculty, staff, students, and visitors.

23.1.3 - The University will notify the Union not less than thirty (30) calendar days before the cost of a PSU student Streetcar pass increases.

Article 24 - Work-Life Balance

Section 24.1 - Shared Interests

24.1.1 - The University and the Union have an interest in addressing the work-life balance, including but not limited to, the child care needs of GAs at PSU.

24.1.2 - The University recognizes GAs' rights to seek child care resources available to them because of their student status.

Section 24.2 - Task Force Formation and Membership

24.2.1 - The University and the Union agree to form a Work-Life Balance Task Force.

24.2.2 - The University and GEU may each have up to three (3) representatives on the Work-Life Balance Task Force. In addition, the University will provide support personnel to assist with notification of meetings, scheduling rooms, and taking and distributing notes to members of the Task Force.

Section 24.3 - Charge and Scope of Work-Life Balance Task Force

The Task Force shall be charged with exploring and making policy and practice recommendations to the Labor Management Committee on topics relevant to GAs' work-life balance, including but not limited to, addressing child care needs.

Article 25 - Summer Session

Section 25.1 - Summer Appointments

25.1.1 - 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.

25.1.2 - During the Summer Term, GAs may be appointed to an FTE up to 1.0.

25.1.3 - The salary for Summer Session appointments will be determined according to Article 19, 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 FTE for the employment period.

25.1.4 - 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 26 - Separability

Notwithstanding the provisions of ORS 243.702(1), it is the expressed intent of the Parties that in the event that 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 27 - Strike/Lockout

Section 27.1 - No Strike

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 9. 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 27.2 - No Lockout

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

Section 27.3 - Inability To Work During Strike of Another Bargaining Unit

In 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 27.4 - Temporary Assignment During Strike of Another Bargaining Unit

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 27.5 - Notification to GEU

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.

Article 28 - Term of Agreement

Section 28.1 - Implementation and Duration

28.1.1 - This Agreement shall become effective upon ratification by the Parties, except as explicitly stated otherwise.

28.1.2 - This Agreement expires on June 30, 2021.

28.1.3 - Successor Agreements shall become effective July 1 of the year of expiration of the Agreement.

Section 28.2 - Successor Agreement

28.2.1 - Either Party may give written notice by October 1st of the year preceding the year of expiration of the agreement of its desire to negotiate a successor agreement.

28.2.2 - In the event that either Party provides written notice of its intent to negotiate a successor agreement, the Parties will arrange to meet within thirty (30) calendar days to discuss ground rules for the successor negotiations including the schedule for the exchange of proposals and the formal commencement of negotiations.

Article 29 - Complete Agreement

Section 29.1 - Complete Agreement Resulting From These Negotiations

Pursuant to their statutory obligations to bargain in good faith, the University and GEU have met in full and free discussion concerning matters of "employment relations" as defined in ORS 243.650 (7). This Agreement incorporates the sole and complete agreement between the Parties resulting from these negotiations. The GEU agrees that the University has no further obligation during the term of this Agreement to bargain except as specified in Section 2 of this Article and/or as required by Article 26 concerning Separability.

Section 29.2 - Interim Negotiations

29.2.1 - The Parties recognize the University's full right to direct the work for and to issue rules, policies, procedures and practices. Subject to the bargaining requirements of ORS 243.698, the University may change or issue rules, policies, procedures and practices, provided they do not conflict with specific provisions of this Agreement. The University will notify the GEU at least thirty (30) days before the effective date of any changes over which it has a duty to bargain under ORS 243.698.

29.2.2 - If the GEU believes a proposed change is subject to the ORS 243.698 bargaining obligation, it may file a demand to bargain within fourteen (14) calendar days of notification of the proposed change.

29.2.3 - If the University refuses to bargain, the GEU may file an unfair labor practice complaint with the Employment Relations Board (ERB) under ORS 243.672(1).

29.2.4 - If the Board sustains the complaint, the Parties shall meet to negotiate over the changes.

Letter of Agreement A - GEU and PSU Healthcare Task Force

Section A.1 - Establishment of Task Force

The Graduate Employees Union (GEU) and Portland State University (University) mutually endeavor to study healthcare for GAs and their dependents through the establishment of a joint Task Force.

Section A.2 - Exploration of Plan Options

A.2.1 - The Parties will establish a Healthcare Task Force comprised of a minimum of four (4) and maximum of six (6) Graduate Assistant members selected by GEU and a minimum of four (4) and maximum of six (6) members selected by the University.

A.2.2 - The Task Force will evaluate options for GA healthcare, including but not limited to, employer-sponsored group plans, independently managed qualified group plans, and employee medical trusts. The Task Force may also evaluate options for collaborating with other Oregon public universities on a multi-employer-sponsored group plan or an employee medical trust.

A.2.3 - The Task Force will explore a broad range of possibilities for providing health insurance for GAs. The Working Group will advise in the development of Requests for Proposals for any applicable plans and review bids received. The University agrees to provide any information necessary to obtain estimates or bids, including census data.

A.2.4 - The Task Force may recommend that the University contract with a health insurance consultant to assist with these tasks. The University will pay for the first \$75,000 of all costs associated with the contracting of a consultant. If the costs associated with contracting the consultant exceed \$75,000, the University and the Union will equally pay all costs that exceed \$75,000 associated with the contracting of a consultant. The Parties will select the consultant from among bids/proposals received for consulting services.

A.2.5 - The Task Force will convene for its first meeting not later than September 28, 2019. The Task Force will deliver a final report to the PSU President's designee and the GEU President on the feasibility of establishing an employer sponsored or qualified group plan no later than June 15, 2020, or a date mutually agreed to by the Parties.

A.2.6 - The Parties agree to use the Task Force report to inform 2021 successor negotiations.

Letter of Agreement B - Academic Freedom Task Force

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 (3) 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 C - 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 D - 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 (1) or more GEU representatives will have a full seat and on all future committees or Task Forces that pertain to intellectual property.

Letter of Agreement E - Ratification Timeline

The Parties agree to complete ratification of the Collective Bargaining Agreement no later than fifteen (15) business days following a successful ratification vote by the GEU membership.