

STATE OF OREGON

EMPLOYMENT RELATIONS BOARD

PORTLAND STATE UNIVERSITY )  
AAUP, )  
Complainant ) Case No. UP-45-08  
v. )  
PORTLAND STATE UNIVERSITY ) CONSENT ORDER  
Respondent. )

**STATEMENT OF THE CASE**

On or about November 14, 2008, the Complainant, the Portland State University Chapter of the American Association of University Professors (Association) filed an Unfair Labor Practice Complaint against Portland State University (PSU or University) alleging the University violated ORS 243.672(1)(e) by failing to fulfill its duty to provide information relevant to a grievance.

The University denied the allegations and the matter was set for hearing. Prior to a hearing being held, the parties entered into voluntary mediation before State Conciliator Robert C. Nightingale. The parties could not reach agreement on the question of whether the University had violated Section (1)(e), but they agreed to entry of the facts, conclusion of law, and order set forth below.

The parties have agreed to entry of this Consent Order, subject to Board approval. They also agreed to waive all further hearing on the merits before the Board as well as the right to judicial review of the order.

## STIPULATED FACTS

1 At all material times, Article 6 of the parties' collective bargaining agreement has provided as follows:

Section 1. During the term of this Agreement, the University shall make available to the Association within thirty (30) days after the person designated by the University as described in Section 6 [sic.] of this article receives a written request therefore, all factual information reasonably required for the Association to administer this Agreement and to negotiate subsequent Agreements.

The Association may agree to extend the deadline upon receipt of a written request explaining the need for the extension.

\* \* \*

Section 8. Within fifteen (15) days of the execution of this Agreement and any time a change is made, the University shall send the Association the name of the person responsible for complying with Sections 1 through 7 of this Article.

Section 9. The University reserves the right to charge the Association at customary billing rates for the costs of file searching, analysis, generation, and reproduction of information furnished in compliance with this Article. When the University expects to make a charge, it will furnish the Association an estimate of the cost and obtain Association authorization before proceeding to comply with the request.

This language is contained in the parties' 2005-07 agreement (effective through August 31, 2007) and 2007-09 contract (effective September 1, 2007, signed August 28, 2008). During the first part of the events described below, the parties were engaged in successor contract bargaining.

2. In May of 2008 and on subsequent dates, the Association filed grievances concerning the reorganization of the University's University Studies program and the resulting "non-renewal" (termination) of "fixed term" (tenure ineligible) faculty members.

3. On May 13, 2008, the Association requested information about the University Studies Program relevant to these grievances. This and the subsequent requests described below were made to the individual designated by the University to receive such requests. The

information sought was:

1. A copy of the University Studies Program's governance guidelines (also known as "department bylaws") signed and approved by the Provost.
2. A copy of the University Studies Program's fixed-term faculty annual and promotion review guidelines and criteria signed and approved by the Provost.
4. Any and all documents used by the University Studies Program to hire University Studies faculty members.
5. All documents, including but not limited to, reports, meeting minutes, notes, PowerPoint presentations, budgets, and email messages generated by the PSU administration, PSU Faculty Senate, University Studies Council, and any and all subcommittees of either body that relate to the review the University Studies program and/or make recommendations for changes to structure, academic function, curriculum, and faculty hiring, evaluation, and reappointment processes.
4. On May 20, 2008, the University responded with a cost estimate of \$2,839.70 for the requested information. The Association objected to the cost estimate, and the University ultimately decided not to charge the Association any costs.
5. The Association reiterated, narrowed, and/or clarified its request on the following dates in 2008: June 5, July 17, August 14, September 4, September 16, October 27, and November 3. The Association and the University discussed the request several times throughout the course of this time period.
6. The University provided responsive documents on August 8 and September 18, 2008. On September 5, the University allowed the Association to review certain files; this was the source of the documents provided on September 18.
7. On or about November 14, 2008, the Association filed an Unfair Labor Practice Complaint with the Board alleging that the University's conduct violated its duty to provide information under ORS 243.673, Section (1)(e).
8. Additional responsive documents were provided by the University in December

2008 and January 2009. By the end of January 2009, the University had provided or committed to provide all remaining responsive documents.

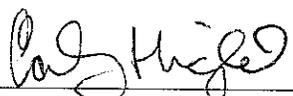
**STIPULATED CONCLUSION OF LAW**

1. The Board has jurisdiction over this matter

**STIPULATED ORDER**

1. The University will reimburse the Union for its \$250 filing fee.
2. The parties will adopt the Information Request Procedures agreed to during mediation.
3. The parties agree that this Consent Order fully resolves the Association's Complaint.

FOR PSU AAUP:

  
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Catherine A. Hight, OSB #071306

FOR PSU:

  
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David C. Reese, OSB #013896

This Consent Order is hereby approved and adopted.

DATED this 30<sup>th</sup> day of APRIL, 2009.

  
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Paul B. Gamson, Board Chair

  
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Vickie Cowan, Board Member

  
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Susan Rossiter, Board Member