

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GRADUATE RESEARCHERS UNITED, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 402**

AND

OREGON HEALTH & SCIENCE UNIVERSITY

~~2023-2026~~2023-2027

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 PREAMBLE

This Agreement is made and entered into by and between the Oregon Health & Science University ("OHSU"), and the Graduate Researchers United, American Federation of State, County and Municipal Employees Local 402 (the "Union"), for the purpose of addressing the terms and conditions of employment for represented members of the bargaining unit as certified by the Employment Relations Board (graduate researchers, "GRs"). It is the parties' intent with this Agreement to provide GRs with a framework to have input into and enhance their employment experience at OHSU.

The parties acknowledge and recognize that GRs are primarily students and that their employment status is contingent upon and arises out of the GRs' standing as a student in an OHSU PhD program and the awarding of a stipend by OHSU. Whenever student status or a stipend is terminated (whether by a GR or OHSU), the individual is no longer a member of the bargaining unit and has no rights under this Agreement, and OHSU has no obligations to the individual under this Agreement or as an employee. However, nothing in this provision is intended to deprive the Union or the GR of their right to challenge non-student, employment-related disciplinary actions under the terms of this Agreement.

ARTICLE 2 RECOGNITION

OHSU recognizes the Union as the exclusive representative of the bargaining unit including all OHSU graduate students seeking PhD degrees who receive stipends from OHSU, excluding supervisors, confidential employees, and managerial employees." For the purpose of this recognition clause, "OHSU graduate students" does not include those:

- (a) enrolled in a joint program with an institution other than OHSU and receiving stipends from the other institution,
- (b) on a clinical rotation from an institution other than OHSU,
- (c) international students without work authorization or whose enrollment or stipend funding are under specific contractual arrangements from foreign sources which conflict with or prevent employment or participation in a union.

For GRs at facilities not owned and operated by OHSU, OHSU will only be responsible for matters within the scope of representation subject to the University's control. For such GRs, OHSU is not obligated to maintain or control employment conditions at these other institutions.

ARTICLE 3 SCOPE OF AGREEMENT

In light of the GRs' continuing and primary role as students, the parties acknowledge that this Agreement does not address the GRs' rights, responsibilities, or standing as students or OHSU's obligations to GRs as students, which remain unaltered by this Agreement. Because GRs will always be students while covered by this Agreement, all OHSU student-related policies, procedures, rules, protocols, practices or the like shall continue to apply to GRs. This Agreement does not address academic matters generally or as applied to individual GRs as students. This Agreement does not abridge and OHSU retains sole and exclusive control over all academic and student-related matters as they relate to GRs, including but not limited to:

1. Any exercise of academic judgment;
2. Any matters concerning:
 - (a) admissions;
 - (b) courses, curriculum, and instruction;
 - (c) the content of courses, instructional materials and methods;
 - (d) the nature and the form of course and research assignments required including examinations and other student effort;
 - (e) class size;
 - (f) grading policies and practices; and
 - (g) student discipline or dismissal;
3. All academic policies, procedures, rules, and regulations in reference to GRs' status as students and all questions of academic standing or intellectual integrity;
4. Any matter relating to OHSU academic programs;
5. Academic evaluations and determinations of GRs' progress as students, including the fulfillment of degree requirements; and
6. The decision to award a stipend and development and implementation of stipend policies.

Nothing in this Agreement shall be construed or applied to limit any of the foregoing authority or prerogatives of OHSU on the foregoing subjects. Notwithstanding the above, nothing in this article is intended to waive or limit the ability of the Union to bargain over mandatory subjects of bargaining or the impacts of changes by OHSU that impact mandatory subjects of bargaining or to enforce the express provisions of this Agreement.

ARTICLE 4 UNION RIGHTS

4.1 Protected Activities

GRs may engage in protected Union activities without interference, restraint, or coercion from OHSU or its agents, supervisors, managers, or departmental administrators.

4.2 Union Representatives

GRU will select up to eight (8) GRs as designated representatives to engage in such activities as permitted by ORS 243.798. The GRU shall provide notice in writing to the Human Resources Director of designations of such representatives. Representatives will be permitted to engage in such activities as permitted by ORS 243.798 and any other applicable laws or provisions of this agreement, without loss of pay. The designated representatives will schedule union activities at times that will not have a significant adverse impact on any activities of their lab, project, or research area or that of persons with whom they are meeting.

4.2.1 Access

Union representatives (including GRs and AFSCME Representatives) will be allowed reasonable access to GRs and to meet with GRs regarding matters affecting their employment. Such visits are not to interfere with the normal flow of research activities.

4.3 Union Stewards

GRU will select up to 24 GRs who will be available to represent other GRs during investigatory interviews, through the grievance process, and other processes. These Stewards are not representatives of the Union in any other capacity. GRU shall immediately notify the Human Resources Director for Central Services or their designee of the names of Stewards upon their selection and the area(s) each Steward represents.

4.4 Use of Campus Mail

Union communications allowed under this paragraph refer exclusively to official Union communications from bona fide Union representatives. GRU shall be allowed the use of the campus mail under the following circumstances, and will coordinate any such mailing with a management representative in the mailroom to lessen the impact on the mailroom:

1. Communicating to Union representatives (officers, committee members, stewards, and navigators) not to exceed 10 percent (10%) of the bargaining unit membership based on membership census as determined each July 1st.
2. Communicating with new GRs within four (4) months of their matriculation date, provided that said communications occur in bulk once every academic quarter.

3. To communicate on an individual basis with a GR regarding such materials as a membership card, grievance form, or reimbursement check.

4.5 Use of OHSU's Electronic Mail

GRU shall be allowed to contact GRs and OHSU representatives through OHSU's electronic mail system at any time for any lawful purpose.

GRU can designate up to three external GRU-specific email addresses to be allow-listed by the OHSU electronic mail system, excluding addresses belonging to bulk email delivery platforms. In the event of suspected non-delivery of emails from any of these addresses, GRU will notify Labor Relations and OHSU shall initiate an investigation to determine the cause within one (1) week receipt of such notice.

4.6 Negotiating Team

Before contract negotiations begin, GRU will nominate up to six (6) GRs to the bargaining team. Negotiating team members will be allowed to attend negotiation sessions with OHSU, including joint training and caucuses occurring during such sessions, without loss of pay. Negotiating team members may be selected from any of the schools represented by GRU. OHSU recognizes that GRs representing GRU during the process of negotiations are acting on behalf of GRU as members.

4.7 FERPA

The parties understand that some university records are considered "education records" and subject to confidentiality obligations of the federal Family Educational Rights and Privacy Act ("FERPA"). GRU and OHSU recognize that OHSU may not be able to share information protected by FERPA without prior consent from the student. To accommodate these confidentiality concerns and the Union's request for such information, OHSU will make available to newly matriculated students a consent to disclose certain information to the Union that shall include the following contact information: cellular, and home phone numbers, personal email addresses and mailing addresses (to the extent such information is provided to OHSU).

OHSU will deliver the information to the Union only for GRs who have consented. GRU may also make these consent forms available to new GRs during their orientation meetings.

For the purposes of information sharing between OHSU and the Union, OHSU shall provide the Union with a bargaining unit list containing directory information as defined by OHSU Policy 02-20-005, Education Records, which includes the following: full name, major or fields of study, dates of attendance, enrollment status, degree(s), certificate(s), honor(s) or award(s) and date(s) received for each. In addition, OHSU address(es), OHSU telephone number(s), OHSU email address, and status as a member of GRU bargaining unit. An updated list shall be provided on a monthly basis. OHSU will not provide the above information for GRs who have opted out of sharing directory information.

Information about GRs provided to the Union by OHSU will be used by the Union only for the internal business of the Union. The Union agrees it will not disclose information that is

confidential under FERPA to non-union parties without express written authorization from individual GRs.

Any additional and personally identifiable information of individual GRs that the Union seeks in administering its obligations shall be accompanied by a consent to release such information in a form acceptable to OHSU.

4.8 Orientation Meetings

GRU is entitled to a minimum of 30 minutes of time with bargaining unit members during group orientation to advise new GRs of the rights and responsibilities of union membership. GRU orientation will be developed by the GRU and identify GRU's status, organization benefits, facilities, related information, and the distribution and collection of membership applications. OHSU shall provide GRU notice of the time and place of new GR orientation meetings.

In the event there are new GRs and no group orientation program is planned, GRU will schedule a meeting of at least 30 minutes with the new GR to provide such orientation information to new GRs. OHSU will assist with the notice of the meeting if GRU requests assistance.

OHSU recognizes that the Union may arrange additional orientation meetings or programs to introduce new PhD students receiving a stipend to the Union. The Union may use such meetings to introduce Union representatives, to explain the Union's role, to solicit Union membership or engage in any other protected Union activity.

Student attendance at any union orientation meeting is voluntary.

4.9 Relief From Duties

A GR will not be relieved of any educational or academic obligation or responsibility because of Union activities.

ARTICLE 5 USE OF FACILITIES AND BULLETIN BOARDS

5.1 Meetings

Upon request of and approval from the OHSU, the Union shall be allowed the use of the facilities of the OHSU for meetings when such facilities are available and the meeting would not interfere with the business of the OHSU.

5.2 Bulletin Boards

Adequate, neat, and clean bulletin board space on campus will be used for Union communications to provide easy access and up-to-date information.

1. Union bulletin boards shall be located in designated areas and compliant with OHSU policy. Such posted materials will be limited to communications dealing with social functions, meetings, educational opportunities, Union elections and

Union appointments and activities. Other information and posts may be approved by the Human Resources Director for Academics or their designee. In the case that non-compliant material is posted, the University may remove the material, provided that they notify GRU when they do so.

2. OHSU will provide, and supply materials for ten (10) initial, reasonably-priced bulletin boards unless a mutually agreeable bulletin board exists that can be dedicated solely to GRU use in the designated building. Bulletin boards shall be placed in mutually agreeable locations in the following buildings:
 - (a) Hildegard Lamfrom Biomedical Research Building
 - (b) Center for Health and Healing Building 1
 - (c) Cooley Science Center
 - (d) Biomedical Information Communication Center
 - (e) Knight Cancer Research Building
 - (f) Mackenzie Hall
 - (g) Robert Jones Hall
 - (h) Robertson Life Sciences Building
 - (i) School of Nursing
 - (j) Vollum Institute
3. The total cost of the purchase and installation of bulletin boards will be split evenly between the Union and OHSU.
4. If concerns or questions arise regarding maintenance of, additions to, or changes in locations of bulletin boards, they should be brought to the Human Resources Director for Academics or their designee for resolution.

ARTICLE 6 UNION SECURITY AND DUES DEDUCTION

6.1 Union Security

GRs may elect, but shall not be required, to join the Union and become Union members. At any time, changes to union membership status must be submitted in writing by the GR to the Union. Union membership status shall, unless terminated by the GR, recommence upon reinstatement following a period of extended leave.

6.2 Dues Deduction

On all pay periods of each month, the Employer shall deduct a sum equal to the percent of Union dues or a minimum amount set by the Union, whichever is higher, from the base wages or stipend amounts of Union members in the bargaining unit who have requested such deductions pursuant to statute. The first deduction shall begin on the first full payroll period following authorization received by OHSU. OHSU shall remit a payment for all said deductions to the Union within two (2) weeks after the deductions are made. Each payment shall be accompanied by a listing of the names, OHSU identification numbers, pay-period-end date, and the amount remitted for all members from whom deductions were made during the period for such remittance. If applicable, the amount of other deductions (see Section 6.4) shall be listed in a separate column or sheet. This file shall be in a mutually agreeable, editable, non-proprietary, machine-readable format, in accordance with ORS 243.804(4).

6.3 Union Notification Obligations

The Union will make deduction authorization forms signed by Union members available to OHSU. The Union will also notify the university periodically of individuals who have authorized deductions or whose authorization has been cancelled or terminated consistent with the agreement(s) between the Union and Union member. The Union shall also provide OHSU and Human Resources thirty (30) days' advance notice of a change in the amount of dues.

6.4 Other Deductions

Provisions of this article shall apply to any other deductions from checks for any other Union-related voluntary fee or assessment authorized by statute including, but not limited to, the PEOPLE and AVIP deduction.

6.5 Indemnification

The Union agrees that it will indemnify, defend and save OHSU harmless from all suits, actions, proceedings, and claims against OHSU or person(s) acting on behalf of OHSU, whether for damage, compensation, attorney fees or costs, reinstatement or combination thereof arriving out of OHSU's implementation of this article.

ARTICLE 7 OHSU AUTHORITY AND RESPONSIBILITIES

1. Except as specifically abridged by this Agreement, all powers, rights, and authority of OHSU are reserved to OHSU, and OHSU retains sole and exclusive control over any and all matters in its operation, management, and administration; 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:

- (a) to determine OHSU's mission and organizational structure, and the methods and means necessary to fulfill that mission, including transfer, alteration, curtailment, or discontinuance of any programs or services;
 - (b) to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record-keeping methods and procedures;
 - (c) to adopt and amend budgets and make budgetary allocations or reallocations affecting OHSU as a whole or any of its departments or units;
 - (d) to determine whether to purchase services from others or to assign work being performed by GRs to persons outside the bargaining unit;
 - (e) to determine the number, location, or relocation of facilities, buildings, and rooms; and
 - (f) to perform all other functions inherent to the administration, management, and control of OHSU.
2. As regards GRs' covered employment, except where abridged by this Agreement, the parties agree that OHSU shall have the sole and exclusive authority:
- (a) to establish qualifications, appoint, and determine the hours of work and duration of work for all GRs, including whether a GR will be reappointed and, if so, the terms and conditions governing such reappointment;
 - (b) to determine the number of GRs to be appointed and to make appointments;
 - (c) to determine whether to reappoint or to relieve GRs from duty;
 - (d) to determine, assign, and schedule the type and kind of services and the work to be performed by GRs or by others, including the job content and the location of such services or work;
 - (e) to establish, modify, combine, or eliminate job classifications;
 - (f) 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;
 - (g) to supervise, train, and evaluate GRs;

- (h) to determine materials and equipment to be utilized by GRs and the methods and means by which work shall be performed and services provided;
 - (i) to establish quality and performance standards and rules for GRs with regards to their assigned duties;
 - (j) to adopt and enforce OHSU policies, work rules, and regulations, including rules and regulations governing stipends, insurance, tuition remissions, efforts, training, and conduct of GRs.
3. Enumeration of the foregoing management rights shall not be deemed to exclude other "rights of management" not specifically enumerated, and any other power, function, authority, and right relating to management of the business of OHSU and the direction of the work force, which OHSU has not specifically abridged, delegated, or modified by this Agreement, whether or not OHSU had made use of such power, function, or authority.
4. Failure of OHSU to exercise any power, function, authority, or right recognized in the foregoing or the exercise of any power, function, or right in a particular way, shall not be deemed a waiver of the right of OHSU to exercise such power, function, authority, or right, nor preclude OHSU from exercising the same in some other way not in conflict with the specific provisions of this Agreement.

ARTICLE 8 STIPENDS, TUITION, AND FEES, AND OTHER BENEFITS

Upon appointment as an OHSU PhD graduate student and award of a stipend administered by OHSU, the following shall apply:

8.1 Stipend Eligibility

Student eligibility for a stipend is determined by each school.

8.2 Stipend Levels

Stipends for all GRs will be \$37,593 for the 2023-2024 academic year, effective the second full pay period after ratification, and shall be increased (a) to \$40,000 for the first full pay period after July 1, 2024, for the academic year 2024-2025, and (b) to \$40,700 for the first full payroll period after July 1, 2025, for the academic year 2025-2026, and (c) to \$41,110 for the first full payroll period after July 1, 2026 for the academic year 2026-2027.

Larger increases in stipends than described above are permitted as determined by the relevant school.

8.3 Terms of Stipend Payment

8.3.1 Individual Grant Awards

Individual grants or awards containing stipends that are awarded to GRs, such as from a competitive individual fellowship from the NIH or National Science Foundation, will be applied to fund, and not supplement, the stipend set in Section 8.2. The GR will receive at a minimum the amount set in Section 8.2. To the extent such an individual award exceeds the Section 8.2 amount, the GR will receive a stipend in the amount funded by the individual grant or award.

8.3.2 Additional Awards Other Than Stipends

“Award” as used in this section is an external or internal payment to a GR made in recognition of achievement based on competition or other criteria and is distinct from stipends and grants. Awards are distinguished from Stipends and Grants, which are controlled by other sections of this article.

GRs may keep external awards that originate from sources outside the administrative control of OHSU (including, but not limited to, ARCS and Sigma Theta Tau) in addition to their stipends.

GRs may keep internal awards (defined as awards that originate from sources within the administrative control of OHSU or funded by OHSU resources) so long as the award is approved by the Dean (or designee) of the respective school.

OHSU may create or terminate internal awards at its discretion so long as the awards programs meet the definition of “Award” as defined in this section and are approved by the Dean (or designee) of the respective school.

8.3.3 Period of Appointment and Termination

Appointments shall be made for an academic year (or remainder of an academic year if the award occurs mid-year) and shall cease (a) at the end of each academic year unless renewal is provided, or (b) when a GR leaves their placement including but not limited to loss of employment eligibility, completion of academic requirements, upon graduation, withdrawal from the university, or dismissal from an academic program and/or the university.

OHSU will not deliver Notice of Appointment renewal letters. The GR’s Notice of Appointment shall renew unless there is a notice of non-renewal delivered prior to the exhaustion of the prior term’s appointment. Acceptance of a paycheck by the GR constitutes acceptance of the terms of the Notice of Appointment.

8.3.4 Reporting

Stipends will be reported as wages on IRS form W-2, subject to income tax withholding. OHSU may discontinue reporting of stipends as wages and instead report stipends as

non-wage income only in the event a governmental agency (including the National Institutes of Health, Internal Revenue Services, or Oregon Department of Revenue) informs OHSU that stipends may not be reported as wages. In the event a government agency directs OHSU to withhold FICA contributions from stipends or makes another ruling that adversely affects tax liabilities on stipends or any benefit, the parties will bargain over reporting of income and other impacts upon demand of either party subject to ORS 243.698 and 243.702 before any change can be implemented.

8.3.5 Frequency of Payment

Stipends will be paid on two (2)-week payment cycles.

8.3.6 Loss of Support

A GR's stipend, tuition, fees, and health insurance will be supported by OHSU for up to 12 weeks until the GR obtains a new source of support in the event the GR's mentor unexpectedly loses funding (confirmed by the school or department administration) or the mentor/GR relationship is dissolved consistent with the policy of the applicable school. It is expected that such emergency funding will occur no more than once while enrolled in the PhD program. Additional support (beyond 12 weeks of funding) may be provided to the GR upon review by, and at the discretion of, the applicable Program Director and appropriate Dean or designee.

8.4 Tuition and Fees

All OHSU tuition and OHSU fees charged according to the applicable OHSU Academic Year Tuition & Fees Book for enrollment in PhD applicable courses shall be covered or waived by OHSU and will not be the responsibility of the GR. OHSU is not required to pay for, or reimburse GRs for, tuition or fees incurred by enrolling in, or taking courses at other institutions. OHSU will also cover the cost of the GR's I-901 SEVIS fee, but will not cover any other fee, cost, or penalty related to the immigration of the GR or dependents.

8.5 Outside Work

GRs are permitted to engage in work outside of their research training so long as they remain in good academic standing and continue to make academic progress, subject to the constraints of external funding sources and applicable policies. GRs in the School of Nursing may engage in no more than 12 hours per week of work outside of their research training.

8.6 Internships

Internships are not governed by this Agreement.

8.7 Academic Leave of Absence

Stipends, tuition, fees and other benefits shall not be paid or covered while a GR is on an academic leave of absence. Health insurance may continue for a defined period of time depending upon the terms of the student GR's health insurance plan.

8.8 Termination of Stipends and Benefits

Upon termination of the appointment (voluntarily or involuntarily), the stipend will cease and GRs shall no longer be a member of the bargaining unit. Benefit coverage will cease on the last day of the month of the termination of the GR's appointment.

Extension of a stipend or benefits provided under this Agreement following termination of appointment will not extend the GR's coverage under this Agreement or extend membership in the bargaining unit.

ARTICLE 9 HEALTH INSURANCE AND OTHER BENEFITS

9.1 Health Insurance

GRs shall continue to receive health insurance benefits as currently provided under the GR health plan. OHSU shall pay the full premium cost of GRs' enrollment in the plan for medical/Rx, vision and dental coverage, which will be subject to a \$2,000 per year in-network, out-of-pocket maximum per covered individual on the medical/R coverage.

OHSU will contribute up to \$1,320 per term per covered dependent for 2023-2024 academic year, \$1,360 per term per covered dependent for the 2024-2025 academic year, and \$1,400 per term per covered dependent for the 2025-2026 and 2026-2027 academic yearyears. There are three (3) full terms per year. OHSU's contributions will be pro-rated for dependent coverage for a partial term during the summer. The GR is responsible for paying for the remainder of the premium for each covered dependent in excess of OHSU's contribution.

Rates for dependent coverage top-out at GR, plus spouse and three (3) children. There are no additional charges for more dependents.

9.2 Other Benefits

1. For the duration of this Agreement, OHSU will offer annual Tri-Met bus passes to GRs at a price of \$25 per pass for their first pass and \$50 per pass thereafter.
2. This Agreement will not restrict GRs in their capacity as an OHSU student to be eligible for student-provided benefits.
3. GRs may voluntarily participate in an existing OHSU-administered retirement savings plan through payroll deductions. OHSU will not make any contributions to such retirement accounts.

4. OHSU will work with GRs covered by T or F grants from the National Institutes of Health to obtain child care reimbursement to the extent available.

9.3 Notice and Accessing of Benefits

9.3.1 Newly Eligible Benefits Notification

Following hiring:

- No later than 30 days of when they become benefit eligible, GRs will receive information about insurance coverage, including the details of their insurance plan, start dates and ending parameters.
- No later than 60 days of when they become retirement plan eligible, GRs will receive information regarding their eligibility to enroll in the 457(b) retirement plan through payroll deductions.
- GRs will receive information regarding the availability of Tri-Met Bus Passes at New Student Orientation.

9.3.2 Annual Notification

Continuing GRs will receive an annual notice regarding benefits. The notice will be sent from OHSU via email or USPS based on the GRs address in Oracle at the start of each academic year or during Open Enrollment.

9.3.3 Maintenance of Benefits Information on Internal Website

OHSU shall maintain an up-to-date benefits program description for GRU represented employees on its internal website.

9.3.4 Health Insurance Audit

To ensure that all GRs are consistently covered by the health insurance that they receive, OHSU will conduct an audit of health insurance coverage every month verify to that no GR has been inappropriately dropped from coverage. OHSU will provide the anonymized results of this audit to GRU and will notify any individual GRs who were inappropriately dropped from coverage for any period of time.

9.3.5 Addressing Individual Benefit Concerns

In the event that a member has an issue with health insurance benefits coverage, the appropriate first office to contact to resolve the concern is the OHSU Benefits Office (benefits@ohsu.edu). The OHSU Benefits Department will address the concern or refer the concern to the appropriate party. The Retirement Department will be the appropriate first office to contact to resolve concerns related to the 457(b) retirement plan.

ARTICLE 10 HOURS

1. GRs engaged in research training are expected to devote full time effort to their research training. Full-time is generally defined as devoting at least 40 hours per week to research training activities. Full-time research training activities may also include contributions toward the support of the laboratory or research program.
2. This article does not impose a limit on the amount of effort or time a GR may need to make satisfactory academic progress toward a degree. More than 40 hours of research training in the average week may be necessary to make academic progress.
3. GRs are employed on a part-time basis such that their employment is regularly less than and averages less than 20 hours per week. Such employment would be part of the GR's research training hours and activities described in this article.
4. However, OHSU and GRU each recognize the importance of a reasonable work/life balance with regard to GRs' mental and physical health.
5. Any restrictions imposed by external grants supporting a stipend will supersede any article in this Agreement. Disputes, concerns, or challenges to the amount of time a GR is devoting to the GR's research training, other activities, or appointment may be subject to review by the Research Training Conditions Committee ("RTCC"). Grievance over violations of this article shall be filed at Step 2 and shall not be subject to arbitration. Grievances may be filed concurrently with the use of the RTCC.

ARTICLE 11 PERFORMANCE EXPECTATIONS

11.1 Expectations

Before or contemporaneously upon joining a research group, a GR and the faculty mentor or principal investigator should have discussions and reach agreement about expectations. While no written document is required to record such agreements, faculty and GR may agree to prepare a written record. Such expectations will serve as guidance and may change to reflect the effort required.

11.2 Change in Expectations

Whenever there is a change that may cause the GR to substantially deviate from the previously agreed upon expectations, the GR may request a meeting with the mentor or principal investigator to mutually develop revised expectations.

11.3 Failure to Reach Agreement

Should the mentor or principal investigator and the GR fail to mutually agree upon the performance expectations, the graduate program director will mediate an agreement between the mentor or principal investigator and the GR. If mutual agreement is not reached, the GR will be offered the opportunity to identify another graduate faculty mentor as outlined in Article 8, Section 8.3.6.

ARTICLE 12 HOLIDAYS, TIME-OFF, AND LEAVES OF ABSENCE

12.1 Holidays

1. GRs are entitled to the following holidays:
 - (a) New Year's Day on January 1.
 - (b) Martin Luther King's Birthday on the third Monday in January.
 - (c) President's Day on the third Monday in February.
 - (d) Memorial Day on the last Monday in May.
 - (e) Independence Day on July 4.
 - (f) Labor Day on the first Monday in September.
 - (g) Thanksgiving Day on the fourth Thursday in November.
 - (h) Christmas Day on December 25.
2. If the holiday listed above falls on a Saturday, then the preceding Friday will be recognized as the holiday. If the holiday falls on a Sunday, then the following Monday will be recognized as the holiday.
3. GRs are expected to continue their research training between academic terms unless they take paid time-off or are on academic leave of absence. A GR may request time off without pay after exhausting the GR's paid-time off. GRs shall not, however, be compelled to use PTO if no research training is available for them between academic terms.
4. Juneteenth Floating Holiday:
 - (a) The Employer will provide one (1) paid personal floating holiday to all employees in recognition of Juneteenth every June 19 to be used before June 18 of the next year.
 - (b) The request should be made to their mentor or supervisor.

- (c) The Juneteenth personal floating holiday is separate from vacation and other time off requests.

12.2 Time Off

1. Time-off shall be applied to all research training activity regardless of whether it constitutes employment. OHSU will front-load 160 hours of paid time-off upon initial hire and the beginning of each subsequent fiscal year. Usage will be tracked as directed by OHSU.
2. Flexible scheduling shall not require the use of PTO if a mentor/supervisor and GR have agreed to a non-traditional weekday schedule in previous expectation-setting discussions (ref. Article 11) that would allow for the swapping of days/hours worked, and the GR has approval to swap those days/hours.
3. In addition to normal holidays (Section 12.1 above) GRs may take up to 240 hours of paid time-off each fiscal year (July 1-June 30). Paid time-off days may be used for any purpose including illness or vacation. Up to 80 hours of paid time-off unused during a fiscal year may be carried over to the next year to a maximum of 240 hours of accumulated paid time-off.
4. A GR and faculty/mentor/programs are expected to be responsible, reasonable, and flexible when scheduling time off. Using paid time-off does not excuse a GR from making academic progress toward their degree and does not excuse the GR as a student or an assistant from attending classes or meeting course requirements during the term.
5. After exhausting paid time-off, a GR may request additional time-off, which will be without pay.

12.3 Leaves of Absence

1. Academic leave of absence:
 - (a) A GR on approved academic leave of absence per OHSU policy, for medical reasons on the advice of a physician, will be covered by health insurance for 12 weeks.
 - (b) A GR may apply accrued paid time-off at the beginning of an approved academic leave of absence, using the paid time-off consecutively until exhausted or stopped.
2. GRs (subject to the terms of the grant funding the stipend) will be offered eight (8) weeks of reduced expectation for new parents (by birth or adoption), during which time the GR remains continuously enrolled in nine (9) credits and continues to receive stipends and benefit coverage. Generally, GRs are expected to read papers and continue limited participation in lab activities remotely as agreed to by the mentor or supervisor and GR in advance to fulfill the reduced

expectations. Reduced expectations may run sequentially, but not concurrently with Paid Leave Oregon (ORS ch. 657B).

3. The Union acknowledges that GRs do not meet the eligibility requirements for coverage under Oregon Family Leave Act (ORS 659A.150 to 659A.186) or the federal Family and Medical Leave Act (29 U.S.C. § 2601 et seq.). The parties agree that GRs are eligible for coverage under Paid Leave Oregon.

ARTICLE 13 MODIFIED OPERATIONS

OHSU may, in its discretion, decide to close selected portions of its operations due to modified operations. When a GR's work area remains open during modified operations the GR's absence shall be excused if the GR has made every reasonable effort to report to work and not be required to take leave time.

Even when modified operations is not declared, if a GR makes reasonable efforts to report to work but is unable to do so due to severe weather conditions, if prompt notice is provided, the mentor may excuse the resulting absence, or require the GR to take leave time if the missed work cannot be made up or performed remotely.

ARTICLE 14 TRAVEL

In order to be eligible for travel advance and reimbursement, GRs must have approval in writing from their Fiscal Authority prior to travel and purchase of any travel-related expense. GRs with approved travel in advance shall be covered by the OHSU Travel Policy (No. 06-60-020) and other related employee travel policies. Any changes to this or related policies shall be subject to ORS 243.698.7.5.

ARTICLE 15 HEALTH AND SAFETY

15.1 Health and Safety Standards

OHSU agrees to abide by standards of safety and health in accordance with federal and state regulations, and will ensure that GRs are provided with appropriate information and training in order to comply with such regulations and with applicable OHSU policies and procedures. GRU encourages GRs to work safely, to follow established safety and health rules, and to report to their supervisor or Environmental Health and Radiation Safety ("EHRS") all safety or health risks.

15.2 Safety Devices and Clothing

Proper safety devices and clothing shall be purchased and provided for all GRs engaged in work where such devices are necessary to meet the requirements of the Oregon Occupational Safety

and Health Division ("OR-OSHA"). GRs will be trained prior to use in such safety devices and clothing. Such equipment, where provided, must be used.

15.3 Refusal to Perform Allegedly Unsafe Work

If a GR claims that an assigned job, or assigned equipment, is unsafe or might unduly endanger their health, and for that reason refuses to do that job or use the equipment, the GR shall immediately give, in writing, their reasons for this conclusion to their supervisor. Where a health and safety determination has already been made, the supervisor shall contact EHRS to assure that the prior determination still applies. If no determination exists, the supervisor shall request EHRS to make an immediate determination as to the safety of the job or equipment in question.

15.3.1 State Involvement

If further information or clarification is needed, EHRS may contact OR-OSHA for assistance. A Union representative or Steward, EHRS representative, and the supervisor may accompany the governmental agency representative and GR during this determination.

15.3.2 Impact on GR Pending Determination

Pending determination provided for in this section, the GR shall be given suitable work by the supervisor. If no suitable work is available, the GR shall be placed on a paid leave of absence until the determination is provided.

15.4 Ergonomics

GRs and supervisors are expected to seek resources and information to prevent injury using the OHSU Ergonomics Program, which can be found on the EHRS website. Ergonomic assessments related to a medical condition will be conducted by EHRS upon written request of the GR to their supervisor.

15.5 Work With Dangerous Materials

Any GR who will disturb, damage, or work with friable asbestos-containing materials, chemical, radiological, and/or infectious materials in the regular or incidental course of duties will be trained as to the proper procedures to follow. No GR shall be required to work around these substances without proper training and protective equipment.

15.6 Exposure to Serious Communicable Disease

If in the conduct of official duties, a GR is exposed to serious communicable disease which would require immunization or testing, and if immunization or testing will prevent such disease from occurring, the GR shall be provided immunization against or testing for such communicable disease without cost to the GR upon request.

**ARTICLE 16
DRUG AND ALCOHOL USE AND TESTING**

GRs will be subject to OHSU Drug and Alcohol Use Policy No. 03-30-095 and the Student Drug and Alcohol Testing Policy No. 02-01-003 and related policies and processes applicable to student drug testing. Any changes to these or other policies or processes related to student drug testing will be subject to ORS 243.698.

**ARTICLE 17
PERSONNEL FILES**

17.1 Inspection of Records

A GR may, upon request, inspect the contents and obtain copies of records from the GR's official personnel file, except for confidential reports from previous employers. OHSU shall comply with a request to inspect records within a reasonable period of time, but not more than forty-five (45) days after the request has been received. OHSU will provide each requested record of the GR's personnel file for inspection at the same location. GRs may be provided an electronic copy. If a GR requests a paper copy, GRs will be charged for copies at the per page rate established by OHSU policy. The Union will be provided notice and opportunity for input 60 days prior to any change in this rate.

17.1.1 Union Representation

A GR may choose to be accompanied by a representative of the Union and/or counsel when reviewing material permitted under this article.

17.2 Placement of Documents in Personnel File

The GR shall be asked to sign disciplinary records, as defined by this Agreement, to be placed in their personnel files with an attached disclaimer that the GR's signature confirms only that the author has discussed and given a copy of the material to the GR, and does not indicate agreement or disagreement. If a GR is not available within a reasonable period of time to sign the material, OHSU may place the material in the files provided that a copy of the document is e-mailed and mailed to the GR at their address of record.

17.3 Right of Rebuttal

A GR understands that once a document has been placed in the personnel file it is subject to FERPA. If the GR believes that any of the records in their personnel file are inaccurate, misleading, or in violation of privacy rights under FERPA, the GR has the right to request an amendment of the record. OHSU shall decide whether to amend the record as requested within a reasonable time after the request has been received. If the OHSU decides not to amend the record as requested, it shall inform the GR of its decision and the right to a hearing under 34 C.F.R. § 99.21.

ARTICLE 18 DISCIPLINE AND DISCHARGE

18.1 Definitions

For purposes of this Agreement, discipline will include any verbal warning, written warning, or discharge for employment-related misconduct and does not include any student disciplinary process.

18.2 Informal Discussions

Recognizing the value of such actions, both OHSU and the Union encourage the use of informal discussions between a GR and mentor or PI in an effort to resolve a GR's performance problems. Such interactions shall not be considered disciplinary.

18.3 Just Cause

No GR shall be disciplined except for just and sufficient cause. Disciplinary sanctions shall generally be imposed in accordance with the principles of progressive discipline which recognize that the severity of the offense may justify or warrant bypassing lower levels of discipline.

18.4 Redress

If discipline is imposed, the GR who disagrees with the sanction may seek redress through the grievance procedure provided in this Agreement, unless otherwise prohibited by the agreement. Action by OHSU under this article is not stayed by the filing of a grievance or by arbitration, except by mutual agreement. A grievance concerning discharge may be filed at Step 2 of the Grievance Procedure (Article 20).

18.5 Academic Dismissal

A GR shall be discharged when they are no longer a student in the PhD program in which they are enrolled. Such determinations are not covered by this Agreement, subject to Just Cause or subject to the Agreement's Grievance and Arbitration article (Article 20).

ARTICLE 19 NON-DISCRIMINATION

19.1 Protected Classes

This Agreement shall apply equally to all GRs without regard to age, race, religion, sex, color, disability, national origin, veteran status, sexual orientation, gender identity, marital status, parental status, or political affiliation.

OHSU and the Union also agree to abide by all local, state, and federal laws relating to equal employment opportunities and discrimination. OHSU administration, faculty, staff, volunteers,

and students are all responsible for maintaining an environment for work, study, and the provision of services free from harassment.

19.2 Accommodations

19.2.1 Disability Accommodations

Any GR who has a physical or mental disability, which impairs that individual's ability to perform their job, should first contact the OHSU Office for Student Access to request a reasonable accommodation. The Office for Student Access may refer the matter to Office of Civil Rights Investigation and Compliance ("OCIC") for employment matters. These offices implement a process to determine whether students or employees are qualified for accommodations under the Americans With Disabilities Act ("ADA"), state disability law, or Section 504 of the Rehabilitation Act. If applicable, these offices assess what reasonable accommodations are available to assist requesting individuals.

If a GR has a request for an academic accommodation, that shall be handled by the Office for Student Access.

19.2.2 Religious Accommodations

These offices review requests for employee and student accommodation for religious beliefs in a manner that is consistent with state and federal law.

19.3 Affirmative Action

The Union agrees that it will cooperate with OHSU's implementation of applicable Federal and State laws and regulations pertaining to affirmative action, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375.

19.4 Reporting

19.4.1 Complaints of Discrimination or Harassment

As a means of ensuring a workplace that is free from discrimination and harassment, OHSU and GRU have established formal procedures for the handling of discrimination, harassment, and other complaints. These procedures are intended to supplement—not to replace or supersede—the other procedures available to employees under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state, or municipal fair-employment-practices law, or otherwise.

Where a GR files a complaint under any of the processes set forth below, OHSU will work with the GR's union representative, or the GR directly if the GR does not seek union representation, to determine what actions if any need to be taken to ensure that the GR is not subject to retaliation or required to work in conditions that are hostile or

intimidating as a result of their filing a complaint. Such actions include but are not limited to paid administrative leave, safety planning, or changing reporting lines.

19.4.2 Informal Process

While formal processes have been developed to address complaints and grievances, OHSU encourages conflict resolution at the lowest level possible and supports use of informal mechanisms and resources available, when possible. For example, a GR may:

- bring the conflict and/or issue to the attention of the other party involved, and attempt to resolve the matter in a respectful and professional manner;
- utilize the OHSU Ombuds or Confidential Advocacy Program ("CAP") to assist in resolution of the matter and identify resources for mediation, student support services;
- discuss the issue/conflict with the program director, or, if not comfortable discussing the conflict with the program director, with the associate dean, mentor, or member of the dissertation advisory committee.

GRs are not required to utilize informal processes before resorting to any of the formal process, nor will engaging with any informal processes waive the GR's Title IX rights or ability to pursue resolution through the OCIC.

The timeline for filing a grievance as described in Article 20 shall be extended up to 180 days from the date of occurrence while the GR pursues these informal channels.

19.4.3 Available Formal Process

If not resolved informally, GRs with a complaint or dispute involving discrimination or harassment may use the following methods in any order, either one-by-one or simultaneously. Regardless of the method selected, the GR may choose to have the Union file in their stead through a steward or representative.

1. Title IX / OCIC
 - (a) GRs may choose to file a complaint with the Title IX office or OCIC, following all OHSU Title IX policies.
 - (b) As much data about Title IX investigations as can be made public must be provided annually to the Union.
2. Grievance Procedure
 - (a) GRs may choose to file a grievance up to Step 2 of the Grievance Procedure.
 - (b) Grievances filed under this article are not subject to arbitration.

3. OHSU's Integrity Hotline.

GRs may make a confidential, anonymous report utilizing the Integrity Hotline.

4. Complaints through the Academic Processes

GRs may proceed by filing a formal grievance in accordance with the student grievance policy (currently 02-30-055).

5. Research Training Conditions Committee (RTCC)

GRs, as appropriate, may utilize the RTCC process to complain about their working conditions. If the RTCC deems the complaint beyond its charge, the RTCC will forward the complaint to an appropriate body in consultation with the complaining party.

19.4.4 Support for a GR filing or involved in complaint

The GR (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in any of the above-mentioned processes for a complaint involving discrimination or harassment.

GRs may also seek confidential support related to such a complaint or dispute through OHSU's Ombuds program or CAP. As regards CAP,

- (a) GRs may seek support from the CAP at any time who will assign a CAP advocate.
- (b) The CAP advocate can provide support to the GR during any alternative dispute resolution procedures if used, OCIC inquiry, or during the grievance process.
- (c) At the request of the GR, the CAP advocate or a union steward may be present at Title IX/OCIC filing or the grievance and arbitration process, if the GR has chosen to engage those processes.
- (d) The CAP program is an OHSU administered program, and OHSU has the sole right to manage, alter, continue, or discontinue the program.

19.5 Communications

Information about filing complaints or requesting accommodations can be obtained from the OCIC website or the Office of Student Access website. OCIC will provide GRU upon request informational flyers for GRU bulletin boards or distribution to GRs. To ensure that GRs are aware of the resources provided by OCIC, GRs will be informed of resources regarding OCIC and other available processes, described above, upon matriculation and onboarding, and will additionally be provided information annually.

ARTICLE 20 GRIEVANCE AND ARBITRATION

20.1 Grievance Procedure

The parties encourage faculty mentors and GRs to solve issues among themselves at the earliest possible time, preferably prior to initiating a grievance.

20.1.1 Definitions

For the purposes of this article:

- "Day" means a calendar day.
- A "grievance" is any dispute arising out of or concerning the application, meaning, or interpretation of this Agreement.

20.2 Time Extensions

No extension of any time limit set forth in this article may occur without the written agreement of OHSU Human Resources and the Union representative. Failure of a GR or the Union to meet a time limit shall constitute withdrawal of the grievance with prejudice. Failure of OHSU to meet a time limit shall constitute an automatic progression of the grievance to the next step. Requests for extensions of time before expiration of a time limit will be given due consideration.

20.3 Union Representation

Once a GR or the Union files a grievance, the GR shall not be required to discuss the subject matter of the grievance without the presence of a Union representative. A Union steward, Union Representative, or Union officer may serve as a proxy for the GR at any stage of the grievance procedure, per the GR's request.

20.4 Non-Grievable Disputes and Limitations on Arbitration of Specific Disputes

1. A verbal warning, coaching, or counseling shall not be grievable.
2. A grievance does not include and this article does not apply to (a) issues regarding the academic standing of a GR, (b) the implementation or application of academic standards, policies, and procedures; (c) disputes over an academic degree, program requirements, or course offerings; or (d) disputes about benefits (monetary or non-monetary) provided to students that are not pursuant to or incorporated by reference into this Agreement.
3. Grievances filed under Article 10, Article 19, and Appendix A can only be filed at Step 2 and cannot be advanced to arbitration if the parties are unable to resolve the dispute.

4. Nothing in this CBA shall be deemed as a waiver or limitation of the right of any GR to file claims under any other process allowed under law or OHSU policy.

20.5 Grievance Steps

20.5.1 Step 1

The GR or the Union on the GR's behalf shall file a grievance on an official Grievance Form no later than thirty (30) days following the date the GR or the Union first knew or should have known of the alleged contract violation.

The grievance must cite the specific contract article believed to have been misapplied or violated and a specific remedy to adjust for any such discrepancy. The grievance shall be filed with Labor Relations or designee and the Union if a GR is filing the grievance without the assistance of the Union.

The parties shall meet within 21 days and attempt to develop a mutually acceptable solution. The meeting may be attended by a Union steward at the GR's request and a Human Resources representative and other OHSU personnel as necessary. If a solution is reached at this or a subsequent meeting, it shall be reduced to writing and signed by all parties involved in the discussion, with a copy sent to the Union if the Union was not at the meeting. If a solution is not reached, Human Resources shall respond to the grievance in writing within fourteen (14) days of the meeting and provide such response to the GR and the designated Union representative. Failure to respond in a timely manner shall be considered a denial of the grievance.

20.5.2 Step 2

If the Union desires to advance the grievance to Step 2, it must notify Labor Relations or designee in writing within 14 days of the due date for receiving the Employer's Step 1 written response. The parties will meet to discuss the grievance at a mutually agreed on time within 14 days of the filing of the Step 2 grievance. OHSU shall provide a written response at Step 2 within 14 days following the Step 2 meeting.

Subject to Section 20.4, grievances alleging prohibited discrimination, discriminatory harassment, and sexual harassment (as defined by published OHSU policy, Article 19 and/or Appendix A of this agreement, or state or federal law) may be filed any time after the earliest date that the grievant had or could have reasonably been expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance, unless a statutory maximum exists, in which case they must be filed within that time. The person against whom allegations are made may not be present at the Step 2 meeting.

20.5.3 Step 3—Submission to Arbitration

If the Union desires to advance the grievance to arbitration, it must provide written notification to Labor Relations or designee within twenty-one (21) days of the due date for receiving the OHSU's Step 2 written response.

The parties shall endeavor to have completed Steps 1-3 of the grievance process within one hundred sixty (160) days following the date of the alleged contract violation or the date the GR first knew or should have known of the alleged contract violation.

20.6 Arbitration

20.6.1 Selection

Within forty-five (45) days of the due date for submittal of the request to arbitrate, the Union and OHSU shall select an arbitrator from a panel of seven (7) arbitrators requested from the Employment Relations Board. Each party shall alternately strike one (1) name from the list of seven (7); the remaining person shall be selected as the arbitrator. The parties will attempt to schedule said arbitration within four (4) months of the arbitrator's selection. If the Union makes no written attempt to contact OHSU or the arbitrator within the four (4)-month period, the grievance shall be deemed to have been withdrawn by the Union.

20.6.2 Authority

1. If the Parties are unable to agree on matters concerning the implementation of this article, then, upon request of either Party, the arbitrator selected to hear the cases has the authority to resolve procedural disputes. The arbitrator has the authority to make procedural rulings, which will effectuate proper and efficient labor management relations.
2. In rendering a decision or award, the arbitrator has authority to:
 - (a) Resolve questions of arbitrability.
 - (b) Interpret and define the terms of this Agreement.
 - (c) Rule on the application of law and regulation to the Agreement and the Parties' obligations and responsibilities thereunder.
3. The arbitrator shall have no authority to alter, amend, add to, or subtract from the negotiated Agreement. They shall be bound by and must comply with all terms of the Agreement.
4. The arbitrator shall not be bound by formal rules of evidence.
5. The arbitrator shall have no authority to reinstate a GR who is no longer a student, whose appointment has expired, or otherwise does not meet the

criteria to be a student. The arbitrator shall have no authority, under any circumstances, to issue an award of attorney fees or other representation costs, interest, or punitive damages, or to direct OHSU to issue or extend an appointment or award.

6. In providing monetary relief, an arbitrator is limited to awarding relief to cover out-of-pocket costs and back-pay shall not exceed the expiration of an appointment.

20.6.3 Bifurcation

Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will issue a decision on the arbitrability issue after the parties brief the issue in writing (i.e., without a hearing). The arbitrator will issue the decision on an arbitrability issue a reasonable time in advance of any potential hearing on the merits.

20.6.4 Award Final and Binding

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator derives authority wholly and exclusively from this Agreement. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing unless the parties have agreed to additional time. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted.

20.6.5 Expenses of Arbitration

Should the arbitrator find either party to be the losing party, that party may be required to pay the arbitrator's fee and expenses. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as deemed equitable by the arbitrator. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. Costs of any hearing transcripts required by the arbitrator shall be divided equally between both parties and each party will be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its' own expense, but shall provide the arbitrator and other party a copy at no charge. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**ARTICLE 21
OVERPAYMENTS AND UNDERPAYMENTS**

21.1 Payroll Overpayments and Underpayments

21.1.1 Definitions

“Overpayment” is defined as any payroll payment made in error by OHSU which:

- exceeds the amounts laid out in Section 8.2 of the Agreement,
- exceeds any agreed-upon school-specific stipend adjustments,
- exceeds the amounts the GR is ~~not~~ entitled to under any applicable provision of this Agreement, OHSU policy, or state or federal law.

“Underpayment” is defined as any payroll payment made in error by OHSU which:

- is less than the amounts laid out in Section 8.2 of the Agreement,
- is less than any agreed-upon school-specific stipend adjustments,
- is less than the GR is entitled to under any applicable provision of this Agreement, OHSU policy, or state or federal law.

21.1.2 Responsibility

OHSU agrees that it retains responsibility for ensuring that the payroll amounts paid to GRs are correct. However, a GR must notify the Payroll Department immediately upon becoming aware that they have received an overpayment or underpayment by sending notice to the payroll email account designated to receive inquiries or concerns (currently ~~paycheck@ohsu.edu~~ askpayroll@ohsu.edu). In the case of overpayments, OHSU will provide the GR with an explanation of the basis for the claimed overpayment and any relevant supporting information so that the GR can assess whether an overpayment occurred. When addressing overpayments, OHSU will also advise the GR of this Agreement and that the GR may seek assistance from GRU (through union.gru@gmail.com).

21.1.3 Overpayment Reclamation Period

OHSU will contact the GR to correct any payroll overpayment at the earliest possible opportunity. However, OHSU may only attempt to reclaim excess payroll payments that occurred within the 365 days before OHSU’s discovery of the excess payments. Any payroll payments made before this period are automatically forgiven in total.

21.1.4 Overpayments and Underpayments

1. In the event of overpayment, OHSU may obtain repayment from the GR by payroll deduction for up to twelve (12) months of such payroll overpayments preceding the date of the GR's notification to Payroll or of OHSU's discovery of such overpayment. Absent special circumstances, the GR will be allowed to repay the total overpaid payroll amount over the same period as the overpayments were made, up to a maximum of twelve (12) months or the GR's termination, whichever occurs first, except as outlined below.

Any single, non-recurring overpayment exceeding twenty-five percent (25%) of a GR's regular stipend payment, which is not discovered by OHSU or the GR for a period thirty (30) days or more shall by default be considered special circumstances. In such an instance, the GR shall be allowed, upon written request, to repay the overpaid amount incrementally each pay cycle, for up to a maximum of twelve (12) months or until the GR's termination, whichever occurs first.

2. In the event of payroll underpayment, retroactive adjustment shall, unless otherwise required by the law, be applied to the period of the error, not to exceed twelve (12) months of such payroll underpayments preceding the date of either the GR's notification to Payroll or OHSU's discovery of the error.
3. Unless tax, budget, or other policy restrictions apply, GRs may request to have payroll overpayments or underpayments corrected in a shorter time period than the time period for which the error was incurred. Nothing in this agreement is intended to reduce, waive, or modify the legal rights of individual GRs under state or federal employment laws (e.g., the right to file certain wage and hour claims within the statute of limitations set by law).

21.1.5 Payroll Deductions

Repayments that are consistent with this agreement will be made through payroll deductions. OHSU will not make any payroll deductions until the GR has been notified of the demand for repayment and provided an opportunity to review and respond to the basis for the claimed overpayment.

21.2 Student Accounts Overpayment and Underpayments

21.2.1 Definitions

"Overpayment" is defined as any Student Accounts payment made in error by OHSU which exceeds the amount:

- outlined by an internal award or other Student Accounts payment, or

- the GR is ~~not~~ entitled to under any applicable provision of this Agreement, OHSU policy, or state or federal law.

“Underpayment” is defined as any Student Accounts payment made in error by OHSU which is lesser than the amount:

- outlined by an internal award or other Student Accounts payment, or
- the GR is entitled to under any applicable provision of this Agreement, OHSU policy, or state or federal law but was not granted.

21.2.2 Responsibility

OHSU agrees that it retains responsibility for ensuring that Student Account distributions to GRs are correct. However, a GR must notify Student Accounts immediately upon becoming aware that they have received an overpayment or underpayment distribution. OHSU will provide the GR with an explanation of the basis for the claimed distribution and any relevant supporting information so that the GR can assess whether a distribution error has occurred.

21.2.3 Overpayment Reclamation Period

OHSU will contact the GR to correct any Student Accounts distribution overpayment at the earliest possible opportunity by sending notice to the student accounts email account designated to receive inquiries or concerns (currently paycheckaskpayroll@ohsu.edu). OHSU will attempt to reclaim excess distribution payments up until 120 days, before the account will be handled by a collection’s agency.

21.2.4 Overpayments and Underpayments

In the event of a Student Accounts distribution overpayment, absent special circumstances, OHSU may obtain repayment from the GR through an approved Student Accounts repayment plan, over the same period as the disbursement overpayment(s) were made, not to exceed three (3) months. Any overpayment in excess of 25% of a GRs regular stipend payment shall by default be considered special circumstances, and the GR shall be given the maximum time allowed by tax, budget, or other policy restrictions to return the overpayment. Unless tax, budget, or other policy restrictions apply, GRs may request to have stipend disbursement overpayments or underpayments corrected in a shorter time period than the time period for which the error was incurred.

21.2.5 Payroll Deductions

Repayments that are consistent with this agreement should be arranged with Student Accounts after notification is provided to the GR.

21.3 Accounts Payable Overpayments and Underpayments

21.3.1 Definitions

“Overpayment” is defined as any Accounts Payable payment made in error by OHSU which exceeds the amount:

- outlined by an internal award or other Accounts Payable payment, or
- the GR is ~~not~~ entitled to under any applicable provision of this Agreement, OHSU policy, or state or federal law.

“Underpayment” is defined as any Accounts Payable payment made in error by OHSU which is lesser than the amount:

- outlined by an internal award or other Accounts Payable payment, or
- the GR is entitled to under any applicable provision of this Agreement, OHSU policy, or state or federal law but was not granted.

21.3.2 Responsibility

OHSU agrees that it retains responsibility for ensuring that Accounts Payable distributions to GRs are correct. However, a GR must notify Payroll immediately upon becoming aware that they have received an overpayment or underpayment distribution by sending notice to the payroll email account designated to receive inquiries or concerns (currently paycheckaskpayroll@ohsu.edu). OHSU will provide the GR with an explanation of the basis for the claimed distribution and any relevant supporting information so that the GR can assess whether a distribution error has occurred.

21.3.3 Overpayment Reclamation Period

OHSU will contact the GR to correct any Accounts Payable distribution overpayment at the earliest possible opportunity. OHSU will attempt to reclaim excess distribution payments up until 365 days, before the account will be handled by a collection’s agency.

21.3.4 Overpayments and Underpayments

In the event of an Accounts Payable distribution overpayment, absent special circumstances, OHSU may obtain repayment from the GR through an approved payroll repayment plan. Consideration for overpayments and underpayments made in different tax years should be addressed with a tax professional and will have tax consequences. Any overpayment in excess of 25 percent of a GRs regular stipend payment shall by default be considered special circumstances, and the GR shall be given the maximum time allowed by tax, budget, or other policy restrictions to return the overpayment. Unless tax, budget, or other policy restrictions apply, GRs may request to have stipend

disbursement overpayments or underpayments corrected in a shorter time period than the time period for which the error was incurred.

21.3.5 Payroll Deductions

Repayments that are consistent with this agreement should be arranged with Payroll after notification is provided to the GR.

ARTICLE 22

JOINT LABOR-MANAGEMENT MEETINGS

OHSU and GRU agree to hold joint labor-management meetings at least once per quarter, or at any interval as may be agreed upon between GRU's AFSCME representative and OHSU Labor Relations representative. The meetings shall be held at a mutually agreeable time, date, and place. GRU officers, representatives, stewards, and other OHSU administrative personnel may attend. If either party must cancel a meeting, amenable times for a rescheduled joint labor-management meeting should be proposed within seven (7) days of the canceled date.

The purpose of such meetings should be to discuss and raise awareness on emerging issues as they relate to GR working conditions and other matters of employment relations, as well as the interpretation and application of this Agreement, publication, and education about the terms of this Agreement, and such other subjects that may be agreed upon. In no event will these meetings engage in negotiations or reinterpretations of the contract beyond consulting materials generated during bargaining.

OHSU and GRU may use information shared during these joint labor-management meetings to address emerging issues with their respective members on matters related to this Agreement.

ARTICLE 23

STRIKES AND LOCKOUTS

The Union and its officers, agents, and representatives agree that during the life of this Agreement, either individually or together, they will not authorize, instigate, aid, or engage in any work stoppage, slowdown, sickout, refusal to work, or strike against OHSU, against its goods, or on its property. The Union agrees that during the life of this Agreement, the Union will not authorize or instigate any picketing other than during the final six (6) months of the Agreement if the parties are still in negotiations. OHSU agrees that during the life of this Agreement there will be no lockout of GRs. Any alleged violation of this article by either party may be referred to the grievance arbitration procedure or the Employment Relations Board.

23.1 Temporary Assignment During Strike of Another Bargaining Unit

In the event of a strike by other employee bargaining units, GRs may not be asked to perform work that is not part of their research training.

23.2 Inability to Do Research Training During Strike of Another Bargaining Unit

In the event that a GR is unable to perform their research training 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 GRs shall not suffer any subsequent loss of stipend or benefits.

**ARTICLE 24
SAVINGS CLAUSE**

This Agreement is subject to all existing and future state and federal laws and regulations. In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only that portion or portions shall become null and void. The balance of the Agreement shall remain in effect. OHSU and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion(s) of the Agreement so affected and to bring them into conformance with the law no more than sixty (60) days after notification, unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provisions of the specific article shall not apply.

**ARTICLE 25
COMPLETE AGREEMENT**

This document contains the full and complete Agreement of the parties. It supersedes any and all prior agreements and understandings between the Union and OHSU, except for any written agreements or understandings which the parties have agreed to continue in the same or modified form. Written agreements or understandings that fall within this exception are letters of agreement and other affirmative written acknowledgements by the parties that they have explicitly reached an agreement. The provisions of this Agreement define the rights and obligations of each party regarding the subject matter addressed. They take precedence over any past or existing practices that are inconsistent with these provisions.

**ARTICLE 26
TERM OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall be effective the first full pay period following ratification, except where otherwise indicated, and shall remain in full force and effect until June 30, 2027.

Signed this ____ day of _____, 2023, in Portland, Oregon.

FOR THE UNION:

FOR OHSU:

Bargaining Team
AFSCME Local 402

Wesley Phillips
Sr. Human Resources Analyst

Bargaining Team
AFSCME Local 402

Bargaining Team
AFSCME Local 402

Bargaining Team
AFSCME Local 402

Bargaining Team
Tedesco Law Group

AFSCME Staff Representative

UNION BARGAINING TEAM:

MANAGEMENT BARGAINING TEAM:

**APPENDIX A
DIVERSITY, EQUITY, AND INCLUSION**

This appendix is intended and understood as a quick guide for bargaining unit members about actions and conduct that are prohibited at OHSU such as abusive conduct, harassment, workplace violence, bullying, discrimination, and retaliation, and as a supplement to OHSU's policies regarding these topics. Such actions and conduct are addressed in more detail and expansively in the OHSU's published policies and code of conduct. Such policies, as well as

applicable federal, state, and local law, control the merits and processes of any disputes or complaints that may be brought.

1. **Definitions**

Abusive Imagery and Other Forms of Harassment. Harassment may include, but is not limited to, verbal statements or nonverbal or physical conduct, graphic or written statements, threats, slurs, and symbols used to intimidate or harass (including symbols of racist violence such as Confederate or Nazi flags, burning crosses, and nooses).

Bullying. Harmful interpersonal aggression by words or actions that humiliate, degrade, demean, intimidate, and/or threaten an individual or individuals, and which is sufficiently pervasive, persistent, and/or severe that a reasonable person would be excluded from participation in or denied the benefits of OHSU's educational or work programs or activities. Bullying includes but is not limited to hazing, yelling and belittling.

Discrimination and Harassment. OHSU prohibits both discrimination and harassment. Discrimination is defined as an adverse action taken against an individual or group on the basis of the individual's or group's protected characteristic(s). An adverse action includes an action that significantly changes the terms and conditions of employment. Harassment is defined as unwelcome verbal or physical conduct based on a protected characteristic that is sufficiently severe or pervasive that it substantially interferes with an individual's employment, education or access to university programs, activities, or opportunities, and would have such an effect on a reasonable person who is similarly situated. Harassment may include, but is not limited to, verbal statements or nonverbal or physical conduct, graphic or written statements, threats, assigning duties based on gender, slurs, symbols (including symbols of racist violence such as Confederate or Nazi flags, burning crosses, and nooses), microaggressions, and misgendering. Whether the alleged conduct unreasonably interferes depends on the totality of the particular circumstances, including the nature, frequency and duration of the conduct in question, the location and context in which it occurs, and the status of the individuals involved.

OHSU Member. OHSU employees; students and trainees; volunteers; visiting faculty, researchers, and healthcare providers; contracted employees and vendors, and others who work for or on behalf of OHSU.

Reasonable Person. As defined consistent with EEOC guidance and applicable law.

Protected Characteristics. OHSU policy prohibits discrimination against any person because of their real or perceived "protected characteristic," including race, color, religion, national origin, sex, sexual orientation, gender identity or expression, pregnancy (including pregnancy-related conditions), age, disability (including physical or mental disability), genetic information (including family medical history), ancestry, caste, marital or familial status, citizenship, service in the uniformed services (all as defined in federal or state law), veteran status, expunged criminal record, use of leave protected by state or federal law, use of the workers' compensation system, and/or any other status protected by law.

Sexual Harassment. Unwelcome conduct of a sexual nature (such as unwelcome sexual advances, requests for sexual favors, inappropriate sexual/ imagery and other verbal or physical conduct of a sexual nature) when:

(a) Submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment, academic experience or participation in any OHSU program or activity (quid pro quo); or

(b) Such conduct is sufficiently severe or pervasive that it has the effect, intended or unintended, of unreasonably interfering with an individual's work performance or it has created an intimidating, hostile or offensive environment and would have such an effect on a reasonable person.

Workplace Violence. Workplace violence is (a) any violence; or (b) any behavior, communications, or conduct that would cause a reasonable person to fear violence, except in defense of oneself from physical violence if there is no other option.

2. **Complaints of Discrimination or Harassment.**

GRs are strongly encouraged to file all complaints alleging discrimination or harassment of a protected status as identified above in accordance with Article 19. GRs may at any time file complaints with the appropriate state or federal agency for resolution, notwithstanding having a complaint or grievance on the same matter pending in any internal processes. Reports formally investigated by OHSU's civil rights investigative department (currently OCIC) shall be completed as expeditiously as possible, taking into account the due process rights of both parties. OHSU shall strive to update the Union and grievant on the progress of the investigation on a biweekly basis and will meet with the union at least monthly to discuss grievances.

3. **Immigration Status Safety.**

No OHSU member, in their capacity as an employee or using OHSU's records, shall, except as required by applicable law, report OHSU members or their families to U.S. Immigration and Customs Enforcement or U.S. Customs and Border Protection or cooperate with any investigation involving these agencies. Violations of this article may result in disciplinary action. Employees may review OHSU's immigration FAQ on O2 for more information on how to interact with an ICE officer.

4. **Safety from Harassment, Discrimination, and Violence.**

4.1 **Employer Responsibilities.** OHSU shall ensure that the workplace is free from discrimination, harassment, and violence as defined in Section 1 (Definitions) of this Appendix and in accordance with federal and state regulations. OHSU will ensure that all OHSU Members (as defined in Section 1 of this Appendix) are provided with the appropriate information and training, where applicable, to comply with such regulations. OHSU will make a good-faith effort to become aware of and track incidents of harassment and discrimination and will take action in a timely manner when needed. The Employer will inform GRs who make a formal report of discrimination or harassment of their right to file a complaint with workers' compensation (if applicable), the Oregon Bureau of Labor and Industries (BOLI) or the

U.S. Equal Employment Opportunity Commission (EEOC) when applicable. While conducting an investigation into harassment and discrimination allegations, the Employer will remind all relevant parties that it is an OHSU requirement to cooperate fully in an authorized internal investigation.

4.2 Violations by OHSU Members. It shall be a violation of this Appendix for any bargaining unit member to engage in discrimination or harassment as defined in paragraph 1 of this Appendix. Violations of the terms of this Appendix may be considered just cause for disciplinary action, up to and including dismissal. Violations of OHSU's discrimination, harassment and retaliation policies, including by non-bargaining-unit members, may also be considered just cause for disciplinary action, up to and including dismissal.

4.3 Violations by Patients or Visitors. OHSU will take immediate action to protect a directly impacted bargaining unit member from a patient or visitor exhibiting violent conduct or harassing behavior, as defined in Section 1 of this Appendix. If the OHSU fails to take action to alleviate a workplace threat or assault, the impacted OHSU member shall have the right to file a formal complaint with workers' compensation, the BOLI or the EEOC as applicable.

5. Limited Reopener.

For the limited purpose of harmonizing the language of this Appendix with revised policies established by the Covington Committees, and potentially moving language into the body of this Agreement, either party may reopen this Appendix and only this Appendix for bargaining once per calendar year with thirty (30) days' notice to the other party.

MEMORANDUM OF UNDERSTANDING CONTRACT EDUCATION

Contract Training

The parties agree that a priority of joint labor-management meetings following ratification of this agreement shall be to develop a digital module training regarding the contents of this agreement, in collaboration with other OHSU offices or personnel as deemed appropriate by OHSU.

After development, implementation of this training, this training will be made available to any mentor, supervisor, administrator, or GR on OHSU commonly used platforms for such trainings. Notice shall be provided to such personnel when the training is made available, and all GRs and mentors, supervisors and administrators who work with GRs shall be encouraged to complete it.

Collaborative Solutions to Contract Education

Joint labor-management meetings will have a standing goal of identifying disputed interpretations of contract provisions, while collaboratively developing and recommending strategies for addressing or resolving such differences. In instances in which such differences are identified, recommendations for improvement may be agreed upon by the parties. Agreed upon recommendations may then be sent to the appropriate School, Department, Program,

Office, or other relevant body within OHSU. If implemented, the parties may then assess the effectiveness of recommended solutions.

Recommendations and their implementation shall not be grievable.

**MEMORANDUM OF UNDERSTANDING
GRU EMAILS**

To foster GRU's most effective possible use of its allow-listed email addresses, the parties agree that OHSU will schedule a meeting between representatives of GRU and staff from the OHSU IT office to discuss best practices in use of OHSU's email system. Topics discussed will include how to create calendar invites from external email addresses that will populate to calendars linked to OHSU email addresses, how best to craft messages such that they will be less likely to be identified as spam, and any other topics related to use of OHSU email that GRU wishes to discuss. This meeting will be scheduled within thirty (30) days of ratification.

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 8/25/2023 3:23:55 PM	
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Intelligent Table Comparison: Active	
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Modified DMS: nd://4874-5096-5880/3/OHSU-GRU 2023-2027 CBA - draft.docx	
Changes:	
Add	6
Delete	8
<i>Move From</i>	0
<i>Move To</i>	0
Table Insert	0
Table Delete	0
<i>Table moves to</i>	0
<i>Table moves from</i>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	14