

COLLECTIVE BARGAINING AGREEMENT

between

THE UNIVERSITY OF OREGON

and

UO STUDENT WORKERS

UNITED AUTO-WORKERS LOCAL 8121

June 1, 2025 through March 31, 2028

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ARTICLE 1: UNION RECOGNITION

Section 1. This Agreement is between UO Student Workers (UOSW, the Union) and the University of Oregon (the University). The University recognizes UOSW-UAW (University of Oregon Student Workers-International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO) and its Local Union, as sole and exclusive bargaining representatives for all University student workers.

Section 2. The bargaining unit consists of all University of Oregon student workers excluding supervisory and confidential employees as well as positions that are included in other bargaining units under existing certification or recognition clauses. Student workers refers to individuals working in hourly employee or Residence Education positions at the University who are enrolled in an accredited educational institution, either a secondary school or college. Positions lasting under 30 days are excluded from the unit.

ARTICLE 2: MANAGEMENT RIGHTS

Except as may be specifically modified by a specific term of this Agreement, the University shall retain all rights related to management in the direction of its operations, resources, facilities, and services, including the direction of the work force. Rights of the University shall include, but not be limited to, the sole and exclusive right to:

- (A)** manage and direct student workers;
- (B)** hire, promote, transfer, assign, and retain student workers;
- (C)** adopt and enforce workplace regulations, policies, and procedures;
- (D)** establish and amend work rules;
- (E)** establish standards of performance;
- (F)** suspend, discharge, or take other proper disciplinary action against student workers;
- (G)** reassign student workers;
- (H)** relieve student workers from duty because of lack of work or other reasons, including the right to lay off student workers;
- (I)** schedule and assign work;
- (J)** determine the methods, means, and personnel by which operations are to be conducted; and

(K) determine the need for a reduction or increase in the workforce.

ARTICLE 3: UNION RIGHTS

Section 1. Union organizers or staff representatives shall be allowed contact with bargaining unit members on university facilities for union business. Union organizers or staff representatives will have the right to contact any represented student workers in the workplace, as long as it does not interfere with normal operations. The Union agrees to provide the University with a list of authorized organizers and staff representatives for communicating with workers in non-public areas of the workplace.

Section 2. The University agrees to include a requirement that student workers consent to disclosure of certain information to the Union as a condition of employment.

Section 3. The University shall complete information requests within a reasonable period of time. Information and data shall be made available in electronic form whenever possible.

Section 4. Upon reasonable advance notice to the appropriate scheduling office, the Union shall have the right to schedule facilities on campus and access to services, and equipment associated with the use of facilities. Use of the meeting rooms, services, and equipment is subject to availability.

Section 5. The University shall allow the use of reasonable bulletin board space for communicating with student workers. Union material shall not be displayed in the work area except in the designated bulletin board space. University personnel shall not be responsible for and shall refrain from posting or removing any Union-related items from a bulletin board unless doing so is consistent with the department or facility's policy regarding bulletin boards.

Section 6. Departments shall notify the Union through Employee and Labor Relations if removing a Union posting from a bulletin board that is inconsistent with the department or facility's guidelines. This does not apply to expired posters. If the Union believes a posting was removed from a bulletin board inappropriately, the Union may contact Employee and Labor Relations to request the department's bulletin board guidelines. Section 6 of this Article is not grievable.

ARTICLE 4: HIRING AND JOB POSTING

Section 1. Job Postings. The University shall post open student worker positions on a single job posting platform (e.g. Handshake). Alternative methods of posting, recruiting, and applying are allowed, but must be in addition to the platform posting.

Refilling existing positions via reappointment does not require publication on the platform. Positions that are offered or renewed under an existing advising or employment relationship with a faculty member or supervisor are also not required to be published on the platform.

Open positions will be posted on Handshake for at least seven (7) days except in extenuating circumstances.

Section 2. Notifications. For position searches with an application deadline, unsuccessful candidates will be notified within three (3) weeks of the search's conclusion unless otherwise stated in the job posting.

For position searches without an application deadline, applicants may be informed of the outcome of their application on a rolling basis.

Section 3. Posting Content. All open position postings shall include the following information:

1. Position title
2. Department
3. Compensation
4. Position description or equivalent information (as is outlined in ARTICLE 5: APPOINTMENTS, Section 4)
5. Application instructions, including contact information where inquiries may be submitted
6. Application deadline, if applicable
7. An employment non-discrimination statement

Section 4. The University will give consideration to student workers who have worked in similar positions (whether or not the positions are compensated positions) when making hiring decisions. Departments are encouraged not to require a cover letter for applicants.

Section 5. The University shall post general student worker pay ranges on a designated University website.

ARTICLE 5: APPOINTMENTS

Section 1. Eligibility. To qualify for student employment, undergraduate students must be enrolled in at least eight (8) credits/term. Graduate students must be enrolled in at least five (5) credits/term, or three (3) credits for graduate students who have completed coursework requirements and are working on their thesis.

Admitted students may be employed the term before they start classes. Graduated students may be employed for one term after graduation with advance approval from Employee and Labor Relations in the Office of Human Resources; approvals will be granted except in extenuating circumstances.

Students receive one free term each academic year when they may take less than the required credits or take a break from school and maintain eligibility for student employment. Summer term is considered a term. Supervisors may request a second free term from Employee and Labor Relations in the Office of Human Resources.

International students are subject to visa requirements, which may impact eligibility.

This section does not apply to Residence Education student workers.

Section 2. Reappointment. Unless otherwise specified upon hire, all student worker appointments will conclude at the end of the academic year. If the department intends to refill the position, current student workers may be reappointed at the supervisor's discretion. Supervisors are encouraged to reappoint current student workers to the position when practicable without requiring student workers to reapply.

If the end date of an appointment is not clearly known when hired, the student worker will be informed of the appointment end date as soon as practicable and no later than thirty (30) days before the appointment ends.

When there is a possibility for an extension, supervisors will notify student workers as soon as is practicable.

Reappointed student workers may be required to retake any annual training(s) or orientation(s) but will not be required to resubmit new hire paperwork unless updated information is required.

Section 3. Offer Letters. Departments will provide a written offer letter to confirm each appointment or reappointment. The letter may be provided in electronic form.

The letter confirming appointment or reappointment will include the following information:

1. Position description (see Section 4)

2. Position title
3. Department, unit, or school
4. Expected weekly hours, including minimum and/or maximum hour requirements
5. Appointment start date
6. Appointment end date
7. Trainings and/or certifications required before beginning work (if applicable)
8. Supervisor(s) and contact information (if known)
9. If known, assigned course, lab, or research project (if applicable)
10. Compensation
11. Deadline to accept position offer

Section 4. Position Descriptions. Departments shall provide student workers with position descriptions, which will include:

1. Position title
2. Effective dates, including start and end date
3. Reappointment criteria and process (if applicable)
4. Department, unit, or school
5. Supervisor(s) and contact information (if known)
6. Work location, including remote working arrangements if applicable
7. Program information
8. Minimum qualifications
9. Preferred qualifications (if applicable)
10. Essential duties and expectations of the position
11. Expected weekly hours, including minimum and/or maximum hour requirements
12. Compensation
13. A statement that the position is covered by this Agreement, including a link to current Agreement

If information in the position description is changed, a new position description will be provided to the student worker in writing as soon as practicable.

Section 5. Notice Period. Hiring units shall issue offer letters or reappointment letters as soon as possible after appointment decisions are made, but no later than fourteen (14) days prior to the beginning of an appointment. Except for as outlined in this section, hiring may not be contingent on a student worker agreeing to work before fourteen (14) days after being given an offer letter.

The fourteen (14) day requirement may be waived in instances when an earlier start date is mutually agreed upon, or when an earlier start date is operationally necessary and communicated in the job posting.

Initial offer letters for Residence Education student workers shall be issued no later than April 30th.

ARTICLE 6: LAYOFF

Section 1. Layoff is defined as a separation from University employment due to reorganization, lack of work, or budgetary constraints. A layoff shall not reflect negatively on a student worker.

Section 2. The University may consider factors including, but not limited to, operational needs, skillset, seniority, and performance, when determining which student worker(s) to lay off. A student worker shall be notified of the layoff with as much reasonable written notice as possible, but no less than ten (10) calendar days' notice prior to the effective date of the layoff, providing written rationale for the layoff.

Section 3. A student worker who is laid off shall be given consideration for any University job they apply to that the student worker is qualified for.

Section 4. The decision to lay off a student worker is not grievable under ARTICLE 17: GRIEVANCE AND ARBITRATION.

ARTICLE 7: RESIDENCE EDUCATION WAGES AND JOB CATEGORIES

Section 1. Job Categories and Remuneration. Effective fall term of Academic Year 2026–27, Residence Education student worker pay and job categories will be set accordingly:

Job Category	Remuneration
Residence Education Student Worker (RESW) Roles	
Community Builder: Performs a variety of work associated with activating residential communities through the implementation of community development strategies; executes department-wide operational imperatives as determined by University Housing.	65% credit to the RESW Room and Meal Plan Rate*
Community Safety Assistant: Performs a variety of evening/late-night work associated with providing safety and security support in residential communities, including regular ambulatory surveillance in variable weather conditions,	85% credit to the RESW Room and Meal Plan RESW Rate*

incident reporting, low-level emergency response and crisis intervention, and enforcement of University Housing community standards. Responsibilities will require executing department-wide operational imperatives as determined by University Housing.	
Community Coordinator [limited-duration**]: Performs a variety of elevated administrative and quasi-community and staff management responsibilities providing direct support to live-in professional staff; serves on University Housing Residence Life committees; supports evening/late-night work associated with providing safety and security support in residential communities, including regular ambulatory surveillance in variable weather conditions, incident reporting, low-level emergency response and crisis intervention, and enforcement of University Housing community standards. Responsibilities will require executing department-wide operational imperatives as determined by University Housing.	100% credit to the RESW Room and Meal Plan Rate**

*RESW Room and Meal Plan Rate (or RESW Rate) varies per academic year and is determined as the most commonly available standard double room rate (with standard meal plan) assignable in the University Housing inventory for the upcoming academic year. Room and meal plan costs are updated annually and advertised as soon as they are determined and approved.

**In-service Resident Assistants during the 2024–25 academic year will retain the Resident Assistant title, role, and general responsibilities for the 2025–26 academic year (status quo). Status Quo Resident Assistants will transition to the Community Coordinator position in the 2026–27 academic year. The Community Coordinator is an elevated leadership position exclusively eligible to those who were Resident Assistants for the 2024–25 academic year continuing to the 2025–2026 academic year, who have continuous service as RAs without a separation in service, and demonstrate satisfactory performance consistent with department selection, hiring and satisfactory evaluation criteria. The Community Coordinator will be remunerated at the 2025–26 RA contract rate and schedule.

Section 2: Meal Plan. Use of the meal plan is only available when residential dining venues are open for residents for standard academic year service. Resident Assistants and Residence Education student workers are responsible for providing their own meals when residential dining venue options are not open for standard academic year service. This includes but is not limited to the return to campus prior to fall training and the return to campus prior to winter training.

Resident Assistants and Residence Education student workers performing Resident Assistant and Residence Education student worker responsibilities during periods when dining venue options are not open for standard academic year service will receive a meal per diem for each shift covered and will not be charged break fees.

Section 3: Housing. Resident Assistants and Residence Education student workers are required to live in assigned residence halls throughout the duration of their Resident Assistant contract and Residence Education student worker contract.

Community Builders selected and hired during the standard selection and hiring timeline will be able to select another Community Builder or other residential student as a roommate. Community Builders who do not select a roommate will be assigned one.

The Community Safety Assistant may be assigned a roommate(s) when there is over-occupancy. A Community Safety Assistant who has been assigned a roommate(s) will have their remuneration adjusted to ninety percent (90%) credit to the RESW Room and Meal Plan Rate*. University Housing may utilize other strategies for over-occupancy, including converting standard double rooms to triple rooms or housing residents in converted lounges. However, University Housing may elect to assign a roommate(s) to the Community Safety Assistant's room regardless of whether University Housing has already utilized these other strategies to resolve over-occupancy.

Contingent upon operational and occupancy needs, Residence Education student workers may opt to buy out the bed(s) of their assigned room. Buy-out cost is variable based on building and room type. University Housing does not guarantee the option to buy out.

The determination of the residential living requirement is at the sole discretion of University Housing.

Section 4: Parking. The Residence Life department will ensure that dedicated time is provided for Residence Education student workers to purchase parking passes should parking permit registration occur during an RESW training session. Residence Education student workers will be granted fifteen (15) minutes of uninterrupted time to purchase permits, with this time beginning five (5) minutes before the parking portal opens.

ARTICLE 8: WAGES AND JOB CATEGORIES

Section 1. Effective July 16, 2025, hourly student worker pay and job categories will be set accordingly:

Student Worker Classification Level	Pay Scale
Student Worker 1: Performs work requiring a combination of basic skills and some experience. Work is guided by applicable work principles and standardized techniques.	\$16.00 – \$19.50
Student Worker 2: Performs work requiring more specialized training. Typically requires experience and/or being on the job. Work is analytical, technical, and based on acquired skills. Uses discretion when making decisions.	\$16.40 – \$20.50
Student Worker 3: Performs duties requiring advanced specialized training. Works with greater independence than level 1 and 2 positions and may receive minimal supervision. Positions may be highly technical in nature and/or perform para-professional level work.	\$16.80 – Over \$21.00

Food Service student workers in Housing Dining will be paid at least an additional \$0.35 above the Student Worker 1 classification minimum. Student Dining shift leads in Housing Dining will be paid at least an additional \$1.00 above Food Service student workers in Housing Dining.

Section 2. Across-the-Board Increases. Across the board wage increases will be applied prior to any movement of individual student workers to increased minimum salary levels in Section 3.

Effective July 1, 2026, hourly student workers shall receive a two-and-a-half percent (2.5%) across-the-board increase.

Effective July 1, 2027, hourly student workers shall receive a two-and-a-half percent (2.5%) across-the-board increase.

Section 3. Pay Scale Increases. Effective July 1, 2026, the pay scales for Student Worker 1, 2, and 3 shall be increased by either three percent (3%) or the amount necessary to comply with the applicable minimum wage, whichever is greater. Any student worker who receives the across-the-board increase but remains below the minimum of the applicable pay range will be raised to the new minimum.

Effective July 1, 2027, the pay scales for Student Worker 1, 2, and 3 shall be increased by either three percent (3%) or the amount necessary to comply with the applicable minimum wage, whichever is greater. Any student worker who receives the across-the-board increase but remains below the minimum of the applicable pay range will be raised to the new minimum.

The University may, at its discretion, apply increases to Student Worker 2 and 3 categories as appropriate to address compression and to maintain differentiation between the job categories.

Section 4. All student worker pay will be adjusted as necessary to meet applicable minimum wage requirements. Any student worker wage rate over the identified maximum must be approved in advance by Employee and Labor Relations in the Office of Human Resources throughout the term of this Agreement. Wage rates are applicable to undergraduate or graduate students if they are performing student hourly work covered by this Agreement. The rates above do not apply to graduate students performing Graduate Employee work that is covered under any other collective bargaining agreement.

Section 5. Departments may provide annual wage adjustments based on performance.

Section 6. Student workers currently employed at the time this Agreement becomes effective shall not have their wage rates reduced below their current rate by operation of this Agreement provided they stay in their same job. This constitutes a seniority system under the Oregon Equal Pay Act.

ARTICLE 9: ADMINISTRATION OF PAY

Section 1. The University shall comply with ORS 652.120 and applicable wage and hour laws, including timely payment of wages within the required statutory timeframes.

Section 2. Release of sixty percent (60%) of a student worker's earned gross wages prior to the student worker's designated payday shall be authorized, subject to approval from the department's Payroll or HR Administrator, in emergency cases upon receipt of a written request from the student worker that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by a student worker. A maximum of two emergency payroll advances per rolling calendar year are allowed.

ARTICLE 10: SCHEDULING PROCEDURES

Section 1. Maximum Hours of Work. Student workers are limited to working twenty-five (25) hours/week combined for all student positions, in any term in which they are enrolled.

Because of the visa requirements for international students, international students may not work more than twenty (20) hours per week.

During term breaks and one term each year, students on leave from school may be employed full-time. Summer term is considered a term for this purpose.

Any approved sick leave taken counts in the calculation of working hours in the week.

Hours worked as a Residence Education student worker do not apply to this section.

Section 2. Scheduling Policies. Departments may establish scheduling policies as necessary to meet their needs.

Departments may set scheduling requirements, including establishing minimum weekly/monthly hours requirements, setting shift durations, and/or requiring student workers to be available to work during specific days and times. Student workers unable to meet these requirements may be deemed ineligible for the position.

When new scheduling policies are established by the department, student workers will be provided at least three (3) weeks' notice of such changes.

Section 3. Availability. Departments may request a student worker's availability as needed, including but not limited to their class schedule. When operationally feasible, departments shall give student workers at least one week to provide their availability.

Additionally, student workers may request preferred times to avoid being scheduled; however, scheduling will be subject to operational needs.

Student workers are responsible for notifying their supervisor as soon as possible when the student worker's availability changes.

Section 4. Scheduling. Student workers will not be required to work during their university classes or exams, and supervisors should make reasonable efforts to avoid other scheduling conflicts when operationally possible.

Departments will make a reasonable effort to schedule at least ten (10) hours between a student worker's closing and opening shifts.

Section 5. Publishing of Schedules. Departments shall publish work schedules at least one week in advance, unless operational needs require or if outlined in a position description. Departments must publish work schedules in a location that is accessible to all student workers. In the instance that a previously posted schedule is changed or updated, the department will promptly communicate with all impacted student workers.

Departments may ask student workers to work shifts that are not on the schedule, but student workers are not required to accept such work.

Section 6. Shift Covers and Trades. If a student worker's availability changes after the deadline to submit availability, or after a work schedule has been posted, departments may require student workers to find replacements for shifts they are unable to work unless they are using protected leave.

Student workers may not trade shifts unless approved by the appropriate supervisor, or unless otherwise stated in the department's scheduling policies.

Student workers will inform their supervisor(s) of all schedule adjustments in a timely manner.

Section 7. Multiple Positions. Student workers with multiple positions are responsible for managing their schedules, staying within the weekly hour maximum, and balancing competing requirements of their positions. Supervisors are not responsible for negotiating schedules with other campus departments. It is the responsibility of the student worker to inform their supervisor of scheduling conflicts.

Section 8. Remote Work. Remote work shall be consistent with the University's Flexible Work Arrangement Policy (Policy Number V.04.02).

Section 9. Mandatory Trainings and Orientations. Student workers who fail to attend mandatory training(s) or orientation(s) required prior to starting a position will be considered resigned from their position unless they have received prior approval from their supervisor.

Section 10. Flexible Schedules. When a supervisor determines that a position allows it, the supervisor shall permit student workers to use flexible schedules to complete their assigned work. The supervisor and the student worker shall collaborate to define the hours the student may work.

Section 11. After-Hours Work. Unless specified in the position description, student workers shall not be required to monitor work-related communications outside of their scheduled work hours. This does not apply to scheduling or urgent messages.

Section 12. Summer Scheduling. During summer term, departments will schedule student workers according to department needs and normal scheduling procedures.

When possible, departments will publish if summer hours are available six (6) weeks before summer term begins. Departments will publish summer schedules three (3) weeks before

summer term begins when possible. If additional work becomes available after the deadline, it will be assigned in accordance with normal scheduling procedures.

Student workers who are available to work the entire summer term may be given scheduling priority over student workers who are only available for part of summer term.

Section 13. Student workers who have concerns about their scheduled shifts are encouraged to speak to their supervisor as soon as possible. Scheduling errors shall be remedied as soon as possible. Safety-related concerns will be responded to promptly.

ARTICLE 11: ABSENCES

Section 1. All sections in this Article will be applied individually to each position held by a student worker.

Section 2. Unauthorized Absences. Student workers are expected to work the duration of all assigned shifts. Student workers who are unable to work their assigned shifts must communicate with their supervisor as soon as possible. Departments should provide reasonable time off for student workers who need to miss work for emergencies or medical reasons, including after sick leave has been exhausted. Emergencies are defined as serious, unexpected, and often dangerous situations requiring immediate action. Departments may establish their own call-out procedures.

Unless an absence is otherwise approved or permitted, it may constitute an unauthorized absence. The use of protected leave will not be considered an unauthorized absence. Student workers with one or more unauthorized absences may be subject to discipline consistent with ARTICLE 16: DISCIPLINE AND DISCHARGE.

Section 3. No Call, No Shows. Instances of a no-call, no-show absence may be subject to discipline consistent with ARTICLE 16: DISCIPLINE AND DISCHARGE.

Section 4. Voluntary Resignation. Any student worker who meets any of the below criteria may be deemed to have resigned and will be considered a voluntary separation from service:

- Absent without authorized leave for three (3) consecutive scheduled workdays.
- Repeated failure to submit availability by the stated deadline, unless granted an exception.
- Repeated failure to meet the weekly or monthly minimum hour requirements, unless granted an exception.

When any of the above criteria are met, the University will send an email to the student worker's university email, notifying the student worker that the student worker is deemed to have resigned, as well as the reason for the resignation. The student worker will be allowed seven (7) calendar days from the date of the email to present extenuating circumstances to their immediate supervisor(s). Resignations may be overturned when extenuating circumstances are found to have existed.

ARTICLE 12: LEAVES

Section 1. Sick Leave. Student workers will be awarded one (1) hour of sick leave for every 21.67 hours worked. Any sick leave taken counts in the calculation of working hours in the week. Sick leave may be used at the student worker's discretion for any physical or mental illness.

Work-study students will accrue sick leave at the same rate as non-work-study students. Payment for work study students' sick leave will not be paid through work study funds as in accordance with federal law.

In some instances, the supervisor can reschedule work during the week so that the student worker does not miss any working hours and sick leave will not be taken.

Section 2. There shall be no limit to the amount of sick leave a student worker may accumulate.

Section 3. Unpaid Leave. Student workers may request unpaid leave from their immediate supervisor. The immediate supervisor has the discretion to approve or deny such requests.

Section 4. Other Forms of Leave. Student workers who have exhausted sick leave may be eligible for additional leave as an ADA accommodation, pursuant to Oregon law and University policy.

ARTICLE 13: HEALTH AND SAFETY

Section 1. Responsibility for Safety. The University and the Union share responsibility for workplace safety. Student workers shall not be required nor will a student worker work in an unsafe environment, nor shall they be required to work without adequate training. Safety complaints must be made in good faith. Student workers may not be disciplined or retaliated against in any way for safety complaints, regardless of the outcome of any assessment of the complaint.

All work by a student worker shall be performed in conformity with applicable safety standards. Reports of unsafe working conditions may be submitted at <https://www.uoregon.edu/reportaconcern> with the option for anonymous reporting.

Section 2. Right to Information. As required by applicable law, the University will make available information to student workers about hazards and potential hazards in their workplaces, including signage for how to recognize and report hazards.

Section 3. Working Environment. The University will provide a safe, clean, and healthy work environment that complies with applicable safety standards established by law or any controlling agency.

Section 4. Safety Equipment. Required safety devices, personal protective equipment, and safety apparel, will be provided by the University at no cost to the student worker.

Section 5. Safety Training. The University will provide student workers with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to student workers on the safe operation of equipment prior to use. Student workers may raise concerns with their supervisor regarding job safety. If the concerns are not sufficiently resolved by the supervisor, the University will, upon request by the student worker, promptly conduct a safety assessment of the student worker's concern. No student will be expected to train another employee on tasks unfamiliar to the student worker.

Section 6. Residence Education Student Workers. Residence Education student workers shall have access to counseling with a mental health professional from University Health Services. Any outreach from University Housing staff to an RESW following mental health concerns and high-priority incident reports shall include additional resources available within the university. University Housing staff will be judicious when initiating engagement with RESWs about mental health concerns unless the Residence Education student worker requests outreach within a report or independently.

ARTICLE 14: NON-DISCRIMINATION AND ANTI-HARASSMENT

Section 1. The University affirms its dedication to the principles of equal opportunity and freedom from discrimination; the University will not discriminate nor tolerate discrimination or harassment as defined by University policy, and federal and state laws. As such, the University will not discriminate nor tolerate discrimination against student workers because of their real or perceived "protected characteristic" on the basis of race, color, ancestry, religion, gender identity, gender expression, sex, age, national origin, citizenship, family or marital status, sexual orientation, physical or mental disability,

genetic information (including family medical history), pregnancy, veteran status, services in the uniformed services (as defined in federal and state law), expunged juvenile record, and/or the use of leave protected by state or federal law. Impermissible discrimination under this Article includes sexual harassment.

Section 2. The University shall take appropriate steps in response to any of the forms of discrimination proscribed by this Article in accordance with federal and state law, University policy, and other provisions of this Collective Bargaining Agreement.

Section 3. The University shall respect a student worker's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private. Upon request from the student worker, the University will work to update aspects of a student's current employment to reflect a change in name or gender in University information systems (university email, Canvas, DuckWeb) and any name tags that are required. The University will maintain a website with a description of the administrative processes and options for name changes. No student worker will be required to wear a name tag that has their last name on it.

Section 4. Direct supervisors of student workers shall make reasonable efforts to respect student worker-reported information related to name change, gender identity, pronouns, and honorifics. Persistent, ongoing refusal or failure by supervising university employees to respect a student worker's reported gendered language is prohibited under Section 1 of this Article.

Section 5. Standard personnel documents and forms related to student workers will use gender inclusive language. This provision will not apply where mandatory State or Federal forms are not available with gender-inclusive terminology.

Section 6. Grievances. Grievances concerning only the prohibited discrimination and harassment in Section 1 above may be grieved and will follow the prescribed process identified in ARTICLE 17: GRIEVANCE AND ARBITRATION. When a grievance alleging violation of this Article or a complaint alleging violation of the University's Prohibited Discrimination and Retaliation policy is filed, the University will implement supportive measures when appropriate, as determined by the University. The University shall implement appropriate remedies, as determined by the University, if a complaint and/or grievance is sustained. Such remedies and interim measures shall attempt to allow the student worker to continue working in an environment free from discrimination.

Section 7. Upon a student worker's request, a supervisor should identify a safety plan for student workers who have forward-facing positions that interact with the public. The safety

plan should include identifying how the student worker can get immediate support to help with customers exhibiting inappropriate behavior.

Section 8. No student worker shall experience retaliation for claims or grievances under this Agreement, including, but not limited to, being given less favorable hours or terms and conditions of work.

ARTICLE 15: ACCOMMODATIONS

Section 1. The University will adhere to all state and federal laws addressing disability.

Section 2. Violence-Related Safety Accommodations. A student worker may request reasonable safety accommodations in response to threats, an incident, or incidents of violence (e.g. sex and gender-based violence, intimate partner violence, sexual assault, or stalking). Reasonable safety accommodations may include, but are not limited to:

- leave from work, when other solutions are unavailable
- transfer, reassignment, and modified schedule
- changed work telephone number, changed preferred email address, and changed workstation
- installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement.

Section 3. Violations. Violations of this Article shall be grieved beginning at step 3 of the grievance procedure as outlined in ARTICLE 17: GRIEVANCE AND ARBITRATION.

ARTICLE 16: DISCIPLINE AND DISCHARGE

Section 1. The University reserves the right to issue discipline to student workers, up to and including termination, for just cause. Discipline may include, but is not limited to, written reprimands, reductions in pay, suspension with or without pay, and termination.

The principles of progressive discipline will be adhered to, however, the University reserves the right to suspend or discharge a student worker without prior warning or progressive discipline, for serious misconduct.

Section 2. Administrative leave may be paid or unpaid and is not considered disciplinary.

Section 3. Any separation for non-disciplinary reasons will not reflect negatively on a student worker for any reason, including rehiring.

ARTICLE 17: GRIEVANCE AND ARBITRATION

Section 1. Grievable Issues. A student worker or the Union may file a grievance for alleged violations of the terms or conditions of this Agreement relating to their employment and not otherwise prohibited by this Agreement.

Section 2. Informal Resolution. Before initiating the first step of the grievance process, student workers are encouraged to make at least one attempt to resolve the issue informally, and at the lowest level, if possible.

Section 3. Formal Resolution. Formal grievances will be processed by the Grievance Administrator. The Grievance Administrator is a representative in Employee and Labor Relations within the Office of Human Resources. Formal grievances must be in writing and must include at least:

- (A) The specific provision(s) in the Collective Bargaining Agreement that the grievant believes to have been violated;
- (B) A statement describing the nature of the grievance, the approximate date of the events giving rise to the grievance, the names of identifiable persons involved, and any other information the grievant believes should be considered;
- (C) Whether a meeting with the decision-maker is requested;
- (D) A suggested resolution to the grievance; and
- (E) The name of the Union representative who is representing the grievant.

Grievances that do not include the above will not be accepted or processed as a grievance.

Multiple grievances making the same claim are prohibited. Multiple grievances related to the same incident or underlying facts are prohibited.

Section 4. Submission Timeline.

- (A) Regardless of the step at which the grievance is filed, the initial grievance must be submitted no later than thirty (30) calendar days from when the Union or student worker knew or reasonably should have known about the incident or problem giving rise to the grievance.
- (B) Grievances seeking to challenge a previous decision-maker's decision at a lower step shall submit their grievance at the next step within ten (10) calendar days of the previous step's decision.
- (C) Grievances not submitted according to the above timeline will not be accepted or processed as a grievance.

- (D) The Union and University may agree to modify the time limits in any step of the grievance procedure. Agreements to modify time limits shall be in writing.

Section 5. Grievance Procedure.

- (A) All grievances shall be submitted at Step 1, except for the following:
- (1) Grievances related to disciplinary actions that include an economic sanction, suspension, or are related to a layoff may be filed directly at Step 2.
 - (2) Grievances related to terminations and alleged violations of ARTICLE 14: NON-DISCRIMINATION AND ANTI-HARASSMENT must be filed directly at Step 3.
- (B) Offers of resolution and grievance settlements are non-precedential, and shall not be considered a change in practice under this Agreement for the purpose of collective bargaining, related proceedings, or other obligations, unless the offer or settlement agreement specifically provides otherwise in writing. Decisions, offers of resolution, or resolutions made during the grievance process shall not be considered a change in practice under this Agreement notwithstanding ARTICLE 23: COMPLETE AGREEMENT AND PAST PRACTICES and ORS Chapter 243 and shall not be a basis for bargaining or other obligations.
- (C) Grievances shall be filed and processed accordingly:

Step 1 Grievances. Immediate Supervisor. Step 1 grievances shall be submitted to the Office of Human Resources by emailing grievances@uoregon.edu and cc'ing the student worker's immediate supervisor in the role the student worker held at the time the basis of the grievance occurred.

If the grievant or supervisor believes that the supervisor has a conflict of interest in hearing a Step 1 grievance, either party may consult with the Grievance Administrator to determine if an alternative decision-maker is appropriate. The Grievance Administrator's decision whether to appoint an alternative decision-maker is final. A grievance related to discipline or an employment action taken by the immediate supervisor does not necessarily constitute a conflict of interest.

The grievant must indicate in the Step 1 grievance filing whether a meeting with the supervisor is requested. If a meeting is requested, the supervisor will meet with the grievant within ten (10) calendar days of submission of the written grievance.

Unless otherwise stated, the Step 1 decision-maker will send a decision in writing to the grievant within twenty-one (21) calendar days from the receipt of the written

grievance or the conclusion of the meeting with the Step 1 decision-maker, if a meeting is held.

Step 2 Grievances. Dean, VP, or Designee. If the grievant is not satisfied with the decision at Step 1, or if the grievance is appropriately filed initially at Step 2, the Step 2 grievance shall be filed with the Grievance Administrator by emailing grievances@uoregon.edu.

The grievant must indicate in the Step 2 grievance whether a meeting with the decision-maker is requested. If a meeting is requested, the decision-maker shall meet with the grievant within twenty-one (21) calendar days of receipt of the written grievance.

Unless otherwise stated, the Step 2 decision-maker will send a decision in writing to the grievant within thirty (30) calendar days from the receipt of the written grievance or the conclusion of the meeting with the Step 2 decision-maker, if a meeting is held.

Step 3 Grievances. President or Designee. If the grievant is not satisfied with the decision at Step 2, or if the grievance is appropriately filed initially at Step 3, the Step 3 grievance shall be filed with the Grievance Administrator by emailing grievances@uoregon.edu.

Except for grievances filed directly at Step 3, there is no meeting during this stage of the process. If a grievance is filed directly at Step 3 and a meeting is requested, the decision-maker shall meet with the grievant within twenty-one (21) calendar days from the receipt of the written grievance.

The Step 3 decision-maker will send a decision in writing to the grievant within thirty (30) calendar days from the receipt of the written grievance or the conclusion of the meeting with the step 3 decision-maker, if a meeting is held.

Section 5(D)(6) below expires upon the expiration of this Collective Bargaining Agreement with no further effect or obligation on the parties beyond the expiration date.

- (D) Non-Discrimination and Anti-Harassment.** For any grievance that alleges prohibited discrimination or retaliation, including any grievance alleging violation of ARTICLE 14: NON-DISCRIMINATION AND ANTI-HARASSMENT, the Grievance Administrator will send the grievance to the Office of Equal Opportunity and Access (OEOA). OEOA will send a letter acknowledging the grievance (acknowledgment letter) and assigning an investigator to conduct an initial assessment of the

grievance, which will include a meeting with the grievant and, if the grievant wants, the grievant's Union representative.

- (1)** If OEOA decides that the grievance is within its jurisdiction and should be formally investigated, the grievance will remain with OEOA and it will issue a Notice of Investigation to all parties (the grievant/complainant, Employee and Labor Relations, and the respondent). OEOA determines whether the grievance is in its jurisdiction by assessing whether, if all the facts are true, there is a violation of the University's Prohibited Discrimination and Retaliation policy.
- (2)** If OEOA decides that the grievance is not within its jurisdiction or is otherwise insufficient for formal investigation, the grievance as it relates to discrimination will be denied.
- (3)** OEOA's process must provide the Union and the grievant with at least the rights they would have otherwise received through the grievance process articulated in this Article.
- (4)** OEOA's investigation phase shall be concluded within 90 days of the date that OEOA sends the Notice of Investigations. For good cause, OEOA's investigation timeline can be extended by mutual agreement of the parties. Extensions will not be unreasonably denied.
- (5)** If the grievance alleges prohibited discrimination as one of many grievance allegations, the grievance will be bifurcated and the parts alleging prohibited discrimination will follow the process set forth above. The remaining grievance allegations will follow the normal informal resolution/hearing process. If a remedy offered through the normal grievance process would irreparably harm the grievant, the grievance process may be stayed pending the OEOA investigation. The parties can also stay the grievance process through mutual agreement.
- (6)** OEOA's decision may be appealed through Section 6 of this Article. Grievances involving prohibited discrimination or a decision by OEOA may only be submitted to arbitrators who have completed a Title IX Certification course provided by the Association of Title IX Administrators (ATIXA) or T9 Mastered or has comparable training that meets all state, federal, and University requirements. The University shall provide at least 3 arbitrators who meet the above criteria who are also member of the National Academy of Arbitrators (NAA), an arbitrator for Judicial Arbitration and Mediation Services (JAMS), a member of the American Arbitration Association (AAA), or on the Oregon Employment Relations Board list of

arbitrators. None of the arbitrators selected may have been contracted with OEOA to conduct investigations or hearings of Title IX cases or be a current or former employee of the University. The University shall provide the list within ten (10) days of receiving the intent to arbitrate. The Union may then select its preferred arbitrator from the list. If the arbitrator the Union chooses is a member of NAA or JAMS, the Union shall not be responsible for paying more than \$3,000/day toward the fees and costs of the arbitrator. The University shall pay the remainder. These arbitrations are subject to Section 6 (E) through (I) and Section 7, and if the University is unable to find an arbitrator who meets these criteria, the parties shall follow the steps outlined in Section 6(C) below to select an arbitrator.

Section 6. Arbitration for Grievance Resolution.

- (A)** If a grievance brought under this Article is not resolved at Step 3, the Union or University may submit the matter to arbitration.
- (B)** Notice of the Union's intent to arbitrate must be filed with the Grievance Administrator by emailing grievances@uoregon.edu within thirty (30) days of the date of issuance of the Step 3 decision.
- (C)** Within ten (10) days of submitting the intent to arbitrate, the Union must submit a list of five arbitrators to the University. The University will then have ten (10) days to submit a list of five arbitrators to the Union. The parties shall then meet within five (5) days to attempt to agree upon an arbitrator. This selection process does not apply to grievances involving prohibited discrimination or a decision by OEOA unless the university is unable to provide a list of arbitrators who meet the training criteria in Section 5(D)(6).
- (D)** If the parties are unable to agree upon an arbitrator within five (5) days of the meeting, the party initiating arbitration shall request the Oregon Employment Relations Board to submit a list of five arbitrators with experience in higher education employment cases, none of whom shall be a current employee or affiliate of the University, the Union, the AFL-CIO, the UAW, or any other labor organization, unless both parties agree otherwise in writing. Each party shall alternately strike one name from the list of five. The parties will flip a coin to decide which party will strike first. The last remaining person on the list shall be selected as the arbitrator.
- (E)** Except for grievances related to prohibited discrimination or a decision by OEOA, the arbitrator shall hold the hearing in Eugene, Oregon, unless otherwise agreed

to by the parties. The hearing shall be held without unreasonable delay upon the arbitrator's acceptance of the case.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs.

The arbitrator derives authority wholly and exclusively from this Agreement. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this Agreement.

The arbitrator shall have no authority to: (a) award monetary damages, fines, or penalties, except for back pay or benefits; (b) make a decision limiting or interfering in any way with the powers, duties, or responsibilities of the University which have not been expressly limited by this Agreement; or (c) consider the discipline of members of another bargaining unit or other University employees who are not members of the bargaining unit represented by this Union in rendering a decision.

- (F)** The arbitrator shall issue a decision 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 findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may seek judicial review of the decision as provided by law.
- (G)** All fees and expenses of the arbitrator shall be paid by the non-prevailing party in the arbitration proceeding. If the arbitrator requests transcripts, the expense shall be equally borne by the parties. Unless the parties mutually agree otherwise, the party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator.
- (H)** Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing required by the arbitrator shall be divided equally between the parties and each party will be provided a copy. If either party wishes a transcript of the hearing, it may have one made at its own expense and shall be under no obligation to provide the arbitrator or the other party with a copy.
- (I)** Every effort shall be made to avoid unduly disrupting the work of any bargaining unit member called to serve as a witness.

Section 7. Grievance Decisions. Grievance decisions are individualized determinations based on applicable facts and circumstances and do not constitute a past practice for the disposition of other grievances.

Each decision-maker shall determine whether a violation of the terms or conditions of this Agreement occurred by using a more-likely-than-not standard. With the exception of the arbitrator, subsequent decision-makers must rely on the findings from the prior step decisions and are primarily reviewing whether those findings are supported by a preponderance of the evidence, whether there were procedural irregularities that affected the outcome of the matter, and whether there is new information that was not previously available that would affect the determination. At the decision-maker's discretion, information that was previously available but not submitted in the initial grievance may or may not be considered in subsequent steps in the grievance process.

If, at any step of the grievance procedure, the University fails to issue a response within the specified time limits, the grievance may be advanced to the next step of the grievance procedure. If the grievant or Union fails to meet the specified time limits, at any step of the grievance procedure, the grievance will be considered withdrawn and it cannot be resubmitted.

ARTICLE 18: PERFORMANCE EVALUATIONS

Section 1. Departments can determine to conduct performance evaluations with student workers. If performance evaluations are conducted, they will be implemented in a consistent and non-discriminatory manner based on the duties and expectations outlined in the position description. A general description of evaluation processes and departmental policies related to performance evaluations shall be communicated in advance with all affected student workers.

Section 2. All performance evaluations shall be shared with the student worker after having been discussed with the student worker. After the discussion, all performance evaluations will be placed in a student worker's personnel file unless otherwise stated. Student workers shall be given an opportunity to sign the evaluation and will not be disciplined for refusing to do so.

Section 3. Performance evaluations will be conducted with the goal of helping student workers. If performance concerns are noted in an evaluation, supervisors shall provide recommendations for improvement upon request, including a reasonable time frame in which the student worker is expected to remedy such deficiencies to the satisfaction of the supervisor.

Section 4. Performance evaluations are not grievable under this Agreement. Performance evaluations may serve as documentation in grievance procedures; however, performance evaluations shall not serve as the sole justification for discipline or as evidence to exonerate a student worker. Performance evaluations may serve as documentation in established disciplinary procedures; however, performance evaluations shall not be punitive, nor shall they serve as the sole justification for discipline.

ARTICLE 19: PERSONNEL FILES

Section 1. Departments may maintain a personnel file for student workers. The personnel file shall contain information relevant to records of employment and other information required for business and legal purposes. Materials from any unknown or anonymous sources will be excluded from the personnel file.

Section 2. All evaluative or disciplinary material relating to employment placed in a file shall identify the author and be dated or date stamped when received. Student workers will be provided with either a physical or digital copy of disciplinary documents or performance evaluations that are placed in their personnel file.

Section 3. Student workers shall have the right to examine all materials in their personnel file. The Union shall be permitted to review a student worker's personnel file upon submission of the written consent of the relevant student worker. The personnel file shall be made available for review within five (5) days of the request.

Section 4. Upon request, a student worker shall be provided a digital copy of any materials in their personnel file.

Section 5. Student workers have the right to request the removal or correction of material that the student worker believes to be false, irrelevant, or to have been improperly included in their personnel file. The Human Resources department will provide a written response approving or denying any such request as soon as is practicable. A student worker may attach a rebuttal statement to any item in their file.

Section 6. Files relating to grievances will be maintained separate from student worker performance and disciplinary materials and no reference to grievances shall be placed in an individual's personnel file.

Section 7. Student workers shall have the same rights to their personnel files as stated in this Article for 180 days after separation.

ARTICLE 20: REQUIRED CERTIFICATIONS, MATERIALS, AND UNIFORMS

Section 1. Required Certifications. Should the University determine that a training or certification is required after a student worker begins their role, the University will cover the cost of the training or certification. The University is not required to pay for or reimburse student workers for training or certifications that are listed as a requirement in the job posting.

Section 2. Required Supplies. The University will provide a student worker's required supplies and equipment, including, but not limited to, software, materials, and books. Supervisors shall determine which supplies are required.

In the event that a student worker needs to be reimbursed for a supervisor-approved expense, the necessary reimbursement forms will promptly be made available to the student worker.

Section 3. Required Uniforms. The University shall provide a reasonable number of required uniforms available in sizes appropriate for the student worker whenever possible. All uniform items shall be in functional and working order.

ARTICLE 21: HOUSING DINING SHIFT MEALS

UO Housing Dining student workers at UO shall receive a discounted meal based on raw food costs in select resident hall dining facilities for one meal, per shift worked, limited to days when the Housing Department is providing regular meal services at resident dining facilities to UO students. The raw food cost for a "meal" is, currently, approximately \$3.00. Thus, the rate equals \$0.60 cents of raw food cost per point, with a maximum of 5 points to be used per meal. This discount, applied at the register is as follows: 1 point = \$0.60; 2 points = \$1.20; 3 points = \$1.80; 4 points = \$2.40; 5 points = \$3.00. Staff "All-You-Care-To-Eat" meals equal 5 points (i.e., \$3.00). This discounted amount will be adjusted, upward or downward, on a biennial basis, by an incremental amount of not less than \$0.05 based on a documented change in raw food costs. This meal discount is not transferable between employees. It can be used once daily by the student worker and only on a day the student worker works. Discount cards or vouchers should be distributed in the most efficient and accessible manner as determined by supervisors. Student workers will not be required to spend any of their break time finding a discount card or voucher. Student workers will also be entitled to one (1) fountain drink or drip coffee per shift worked.

ARTICLE 22: WORKSITE AND STORAGE ACCESS

Section 1. Should a supervisor determine that building or room access is necessary for a student worker to perform their role, the university will provide the necessary means of access (keys, keycodes, proxcard permissions, etc.) to any required room or building as soon as possible after the student worker submits the required information. This includes after-hours access if necessary.

Student workers who violate building access policies or who duplicate or share access materials without permission may be subject to disciplinary action, up to and including termination.

Building access may be revoked if, at any time, the supervisor determines that access is no longer necessary or appropriate.

Section 2. When reasonable, departments are encouraged to provide a space for student workers to store their belongings while the student worker is working. During their work shift, a student worker shall also be given access to break rooms comparable to those of other employees in their workplace unless otherwise designated.

Section 3. Residence Education Student Workers. Residence Education student workers will be provided with a designated secure space that is large enough to store on-call phones, posters, bulletin boards, and other supplies needed for the position. Each Residence Education student workers shall have access to a designated space consistent with appointment duration and hall closures.

ARTICLE 23: COMPLETE AGREEMENT AND PAST PRACTICES

The Parties acknowledge that the negotiations resulting in this Agreement provided an unlimited opportunity to make demands and proposals with respect to matters in “employment relations” as defined by ORS 243.650(7). This Agreement incorporates and represents the sole and exclusive agreement between the Parties following those negotiations. Unless otherwise indicated by this Article, the University and the Union during the term of this Agreement agree that neither Party shall be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. The University may not change or issue new work practices or rules covering mandatory subjects of bargaining, including issuing new administrative rules or policies over working conditions which are negotiable, without providing the Union with notice and an opportunity to bargain consistent with ORS 243.698. The University will have a similar

obligation to notice and provide an opportunity to bargain the effects where changes to permissive subjects have effects on mandatory subjects of bargaining.

Past practices involving mandatory terms and conditions of employment, rights, and benefits which are in effect at the time this Agreement is signed shall be maintained in their respective departments. This includes past practices that have been uniformly applied over a reasonable period of time, unless otherwise modified by this Agreement.

ARTICLE 24: SEVERABILITY

Notwithstanding the provisions of ORS 243.702, Section 1, if any provision, or application of any provision, is rendered or declared invalid by any court of competent jurisdiction, or rendered invalid through Federal, State, or Agency regulation or decree, the remaining portions of the Agreement shall remain in full force and effect. If requested by either Party in writing within thirty (30) days after the portion of the Agreement is invalidated, the invalidated portion of the Agreement shall be open for negotiations over a substitute for the invalidated portion of the Agreement.

ARTICLE 25: NO STRIKE, NO LOCKOUT

Section 1. Neither the Union, Union representatives, nor bargaining unit employees covered by this Agreement will engage in or sanction any activity or strike that withholds labor. The withholding of labor includes, but is not limited to, a strike, slowdown, walkout, or refusal to work during the term of this Agreement. The University agrees not to lockout bargaining unit members during the term of this Agreement.

Section 2. Notwithstanding other protections by law or contract, the University shall have the right to discipline and/or terminate student workers who violate this Article. The failure to issue discipline in any given instance related to a violation of this Article does not constitute a waiver of this right nor does it set any precedent.

Section 3. Should any activity described in Section 1 occur, the Union shall immediately contact those participating that the conduct is a violation of this Article and the Collective Bargaining Agreement.

ARTICLE 26: DUES DEDUCTION

Section 1. Upon written request, on a form to be provided by the Union, members of the Union may have regular monthly dues deducted from their paychecks. Final versions of the form will be determined by the Union after approval by the University. The Union will notify

the University no later than the 15th of the month prior to the month in which any changes in regular monthly dues rate are to take effect.

Section 2. Changes in the membership list shall be provided to the University by the Union at the earliest possible time after the member indicates that a change in membership status is desired. The Union shall forward promptly notice of such changes to the University and shall hold harmless the University from any liability for the Union's failure to so notify. If a cancellation notice is given by the member directly to the University, the University shall notify the Union promptly that such cancellation has been made. Cancellation notices given by the member directly to the University are invalid.

Section 3. The University will send payment to the Union for the total amount deducted with a list identifying the members from whom the deductions are taken, the type of deduction, and the amount deducted within fourteen (14) days of the deduction being made.

Section 4. The Union shall maintain documentation of Union membership for each student worker who has authorized the University to deduct dues to be remitted to the Union. The documentation must include a signed membership or dues authorization card or other clear and compelling evidence that the student worker has affirmatively agreed to have dues deducted by the University. The Union shall provide digital copies of all existing signed membership or dues authorization cards to the University. Each academic term the Union shall provide to the University digital copies of all new membership cards received for that term. The Union shall notify the University immediately when a member withdraws from Union membership or revokes authorization for dues deduction.

Section 5. Voluntary Community Action Program (VCAP). Upon presentation of a legibly signed authorization form executed by a member, the University agrees to take a voluntary deduction for the UAW Voluntary Community Action Program (VCAP). The final version of the authorization form must be mutually agreed upon by the parties. The Union will verify the student worker is an active dues paying member prior to submitting the VCAP authorization form to the University. A student worker may discontinue the VCAP deductions at any time upon written notification to the Union. Cancellation notices given by the member directly to the University are invalid. The University will update VCAP deductions within one pay period of receipt of request. VCAP collections will be remitted to the Union along with the collected regular monthly dues contemplated in Section 1 above.

Section 6. The Union shall hold harmless and completely absolve the University for any liability related to any actions taken by the University in compliance with this Article.

ARTICLE 27: DATA DELIVERY AND FERPA WAIVER

Section 1. Data Delivery. The University will provide a student worker data list that incorporates all of the following elements:

- Legal Name
- Preferred Name
- UO ID Number
- UO Email Address
- Personal Email Address
- Mailing Address
- Telephone Number
- Position Title
- Timesheet Organization Description
- Hourly Rate
- Start Date
- Date of Last Paycheck

The University will provide a separate student worker data list, referred to as the “UKG list,” that incorporates the following elements:

- Full Name
- UO ID Number
- Default Job Cost Center Full Path
- Default Approval/Labor Cost Center Full Path
- Date Hired

Section 2. Dues List. The University will provide a dues list that incorporates all of the following elements:

- Name
- Membership Status (Non-member or Member)
- Amount of Union Dues Collected (Including the case of zero dues collected)
- UO ID Number

Section 3. Schedule of Data Delivery. The Dues lists will be provided to the Union monthly.

Master student worker data lists and the UKG list will be sent to the Union monthly. New hire reports will be sent to the Union weekly and will include all student workers hired in the last 10 days.

Section 4. Family Educational Rights and Privacy Act Waiver. The following text will be included in all student worker hiring packets:

Acceptance and Consent

If you accept the position through electronic signature, you will be (1) accepting this job under the conditions stated herein, (2) providing the University with consent to disclose information about you to the University of Oregon Student Workers Union (UOSW) for the purpose of administering their internal business practices, and (3) agreeing to release your information to workers' compensation insurer per state law. The information disclosed will include: legal name, preferred name, UO email, personal email, mailing address, pay rate, position start date, and telephone number.

Release of Additional Information to UOSW

By signing electronically, I authorize the University of Oregon to release the following additional information to UOSW: my UO ID Number, monthly pay, bargaining unit status (i.e., non-member or member), disciplinary records, and funds collected in relation to bargaining unit status. UOSW needs this information for matters related to payroll deduction and other union business practices. My authorization to release this information to UOSW will remain in effect for the duration of this contract.

ARTICLE 28: PRINTING AND DISTRIBUTION OF CONTRACT

The University agrees to post the Collective Bargaining Agreement on the Human Resources website and to email its location to the Union. The University agrees to print copies of the Agreement for the Union's use at the Union's expense.

ARTICLE 29: TERM OF AGREEMENT

Section 1. This Agreement shall become effective the first day of the first month following ratification by the Parties and expires March 31, 2028.

Section 2. Either Party may give written notice during the period of May 1 – May 31, 2027, of its intent to negotiate a successor Agreement. Such negotiations shall commence with an exchange of written proposals by the Parties no later than August 1, 2027.

Section 3. Failure to provide timely written notice as outlined in Section 2 will extend the Term of the existing Agreement by 365 days ("Extension Year") and thereby negate the Parties' ability to negotiate a successor Agreement for that period. Notice of the intent to negotiate a successor Agreement may be given by either Party as described in Section 2

during the May period of the Extension Year(s) following the failure to provide Section 2 notice.

Section 4. This Agreement shall not be opened during the term of the Agreement except by mutual agreement of the Parties or by proper use of ARTICLE 24: SEVERABILITY.

APPENDIX 1: PAY CYCLE WORKING GROUP

Within six (6) months of ratification of the initial Collective Bargaining Agreement between the University of Oregon (University) and University of Oregon Student Workers (UOSW or Union), the University will convene a working group to explore the feasibility of establishing a new pay schedule for University employees (either in total or for specific employee classifications). Specifically, the working group may examine issues such as, but not limited to, the once-per-month payday; technological limitations (if any); the effect of any change on current employees; administrative workload; cost; and transition timing. This working group will be advisory to the Senior Vice President of Finance and Administration (SVPFA) and the working group's charge will be determined by the SVPFA and provided in written form. The Union shall be represented by two (2) individuals on the working group, who may be replaced at any time by the Union. The final report will be due to the SVPFA within eighteen (18) months of the group's receipt of the charge. Unless mutually agreed to in writing, the working group will conclude after the final report is submitted to the SVPFA. This appendix sunsets upon the expiration of this Agreement and shall be removed from the successor Collective Bargaining Agreement.

APPENDIX 2: 2025–26 ACADEMIC YEAR RESIDENT ASSISTANTS

ARTICLE 7: RESIDENCE EDUCATION WAGES AND JOB CATEGORIES will not affect in-service Resident Assistants hired prior to the 2025–26 academic year with no break in service. Those Resident Assistants shall have a role and contract consistent with the Resident Assistant role at the time of the ratification of this Agreement. Beginning the 2026–27 academic year, those Resident Assistants will be referred to as Community Coordinators with duties and remuneration consistent with ARTICLE 7: RESIDENCE EDUCATION WAGES AND JOB CATEGORIES. This Appendix sunsets upon the expiration of this Agreement and shall be removed from any successor Collective Bargaining Agreement.