

Collective Bargaining Agreement

by and between

OREGON STATE UNIVERSITY

And

OREGON STATE PUBLIC SAFETY ASSOCIATION

April 26, 2023, through June 30, 2026

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Article I - Preamble

This Collective Bargaining Agreement (hereinafter "the Agreement") is entered into between Oregon State University (hereinafter "Employer") and the Oregon State University Public Safety Association (hereinafter "the Association"). This Agreement is intended to establish and make clear the wages, hours, terms, and other working conditions of employment of bargaining unit members; to promote efficient operations of the OSU Public Safety Department; harmonious relations between the Employer and the Association; and to ensure the success of Oregon State University's mission to promote economic, social, cultural, and environmental progress for the people of Oregon, the nation, and the world.

Article II - Recognition

Section 1. Pursuant to the certification by the Oregon Employment Relations Board on March 12, 2021, Oregon State University Public Safety Association is the exclusive bargaining representative for the purpose of collective bargaining of the bargaining unit, described as: non-supervisory sworn police officers (hereinafter "sworn officers"), public safety officers, and communications officers employed by Oregon State University Department of Public Safety excluding chief of police, sergeants, lieutenants, and confidential employees with respect to wages, hours and other conditions of employment.

Section 2. If a new classification is added to this agreement, the Association shall be provided with the University's proposed rate of pay and a copy of the job description. That rate shall become permanent unless the Association files written notice of its desire to negotiate the permanent rate within 14 calendar days from the date it receives its notification of the classification. If a request for negotiations is filed by the Association, the parties shall begin negotiations within fifteen (15) calendar days. The University is not precluded from filling the position at the posted wage rate; however, the University acknowledges the obligation to bargain in good faith.

If there is disagreement between the parties as to the exclusion of a new position from the bargaining unit, such issue will be subject to the procedures of the Employment Relations Board (ERB). The Association will provide at least 14 calendar days' notice prior to filing a question of representation with the ERB.

Article III - Management Rights

Section 1. Except as abridged by this Agreement, all powers, rights, and authorities of Oregon State University are reserved by the Employer, and the Employer retains control over any and all matters in the operation, management, and administration of the university; the control of its properties and the maintenance of order and efficiency of the workforce; and authority to exercise those rights and powers by making and implementing those decisions with respect to those rights and powers. To operate its business and except as limited or restricted by a provision of this Agreement, the Employer reserves and retains exclusively, any and all management rights, prerogatives, and privileges previously vested in or exercised by the Employer, and the right to place any or all such rights into effect. Such rights and powers include, but are not limited to, the sole and exclusive authority:

- a) to determine the mission of the university, its organizational structure, and the methods and means necessary to fulfill that mission.
- b) to direct the activities of the Department of Public Safety.
- c) to adopt and amend budgets and make budgetary allocations and reallocations affecting the university as a whole or any of its departments or units.
- d) to establish qualifications, appoint, and determine the appointment fractions and duration of employment upon appointment for all employees.
- e) to determine the number of employees to be appointed.
- f) to hire, promote and transfer employees.
- g) to supervise, train, and evaluate employees.
- h) to determine work schedules, assign work, and schedule the type of services to be performed by

- employees or by others, including the location of such services or work.
- i) to establish, modify, combine, or eliminate positions.
- j) to modify how employees are paid or the dates employees are paid.
- k) to discipline, suspend, terminate/discharge employees.
- l) to determine materials and equipment to be utilized by employees and the methods and means by which work shall be performed and services provided.
- m) to adopt and enforce policies, rules, and regulations, including rules and regulations governing the work, training, and conduct of employees; and
- n) to perform all other functions inherent in the administration, management, and control of the university.

Management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure. The Employer retains all rights, powers, and privileges not expressly specified in this section and not specifically abridged by this Agreement or statute.

Section 2. The failure of the Employer to exercise any power, function, authority, or right, reserved or retained by it, or to exercise any power, function, authority, or right in a particular manner, shall not be deemed a waiver of the right of the Employer to exercise such power, function, authority, or right, or preclude the Employer from exercising the same in some other manner, so long as it does not conflict with an express provision of this Agreement.

Section 3. Nothing herein shall be considered a waiver of the Association’s rights to collectively bargain any changes in the status quo which are mandatorily negotiable or impact a mandatory subject of bargaining.

Article IV- Employee Rights

Employees shall have the right to form, join and participate in the activities of internal or external employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join and participate in the activities of any employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the Employer or by an internal or external employee organization because of their exercise of these rights.

Article V - Continuity of Services

Section 1. The Association and its members will not engage in any strike against the Employer under any circumstances. For the purposes of this Agreement, “strike” is defined as any concerted stoppage of work, slow down, speed up, sit-down, sympathy strike, absence from work upon any pretense that is not found in fact, or any interference which affects the normal operation of the Public Safety Department.

Section 2. The Association further agrees that it will take reasonable steps to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement to return to work. Reasonable steps include the Association disavowing in writing any such action or interference and advising in writing that employees engaged in such activity return to work immediately. In the event of a violation of this provision by the Association or members of the Association, the Employer may discipline or discharge any employee involved in such activity.

Section 3. This Article shall not be construed as requiring the university to stay in continuous operation.

Article VI – Association Business

Section 1. The Association will notify the Employer, in writing, of all elected officers and alternates who have been designated by the union authorized to speak in its behalf. This list shall be updated and sent to the Employer within a reasonable time following any changes. The Employer shall not acknowledge nor respond to any

1 individuals other than those designated by the union in the list submitted.

2
3 **Section 2.** Subject to supervisory approval, a designated Association representative may be granted reasonable
4 time during their regularly scheduled work hours to investigate a grievance. The Association's President or Vice-
5 President or Secretary/Treasurer, and the named grievant, may be granted reasonable time to process grievances
6 during working time for the purpose of attendance at meetings with a grievant's supervisors concerning the
7 grievance where such discussions do not unreasonably interfere with performance of the Association Officer's or
8 the employee's duties.

9
10 **Section 3.** Association representatives who are authorized as such in writing shall be allowed access to employee
11 locations for the purpose of processing grievances or for contacting members of the Association. Such
12 representatives shall not enter any employee location without 48 hours' advance consent of the Chief or the
13 Chief's designee. Access shall be restricted so as not to interfere with the normal operations of the Police
14 Department or with established security requirements.

15
16 **Section 4.** The Employer shall allow up to three (3) bargaining unit members to attend contract negotiations
17 subject to supervisor approval and based upon operational needs, up to two of whom may attend during duty
18 hours without loss of pay. One officer shall be allowed to use flex time (if that officer normally works a flexible
19 schedule) or paid time off to attend bargaining sessions.

20
21 **Section 5.** The Employer agrees to allow the Association to post notices and bulletins on the bulletin board as
22 identified by the Employer. The Association shall limit its posting of notices and bulletins to this board.

23
24 **Section 6.** The Association may use university facilities according to current applicable building use policies.
25 The Association is responsible for ensuring availability, making all necessary arrangements, paying all necessary
26 fees, and abiding by all applicable building use and Employer policies.

27
28 **Section 7.** The employer will post this Agreement on the Department of Public Safety website in a print-ready
29 and full-text searchable format for Association members.

30
31 **Section 8.** The Employer agrees to allow Executive Board members of the Association to attend up to a combined
32 total of thirty-two (32) hours per fiscal year for training related to operational issues such as critical incident
33 management and Garrity rights without experiencing a loss of pay. Requests for training under this Section shall
34 be made in writing and subject to approval by the Chief of Police or Chief's designee. Such approval shall not be
35 unreasonably denied.

36 37 **Article VII – Check off and Dues**

38
39 **Section 1.** No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the
40 Employer or the Association because of the exercise of their legal rights or rights under the Labor Agreement in
41 effect between the Employer and the Association. The Employer will deduct Association dues from the wages of
42 employees when so authorized and directed in writing by the employee on the authorization form provided by the
43 Association. Any authorization for Association dues and other payroll deductions authorized may be canceled by
44 any employee upon written notice to the Employer and the Association prior to the fifteenth (15th) day of each
45 month, to be effective on the first (1st) day of the current month.

46
47 **Section 2.** The Employer agrees to notify the Association of all new hires in the bargaining unit within two (2)
48 weeks after their date of hire, furnishing the Association with the new employee's name, mailing address,
49 telephone number and position for which they were hired.

50
51 **Section 3.** Deductions for dues: Such deduction for Association dues shall be made only if accrued earnings are
52 sufficient to cover the dues payment after all other authorized payroll deductions have been made.

1 **Section 4.** The Association agrees to indemnify, defend, and hold the Employer harmless against any claims made
2 and against any suit instituted against the Employer as a result of any Association dues or payroll deductions
3 made under this Agreement. In the event that any part of this Article shall be declared invalid or that all or any
4 portion of the dues must be refunded to any employee, the Association and its members shall be solely
5 responsible for such reimbursement. In the event that any part of this Article shall be declared invalid or is
6 contrary to law, the parties will re-open this Article for negotiations consistent with the law.

7
8 **Article VIII – Discipline and Discharge**
9

10 **Section 1. Definition.** Disciplinary action is usually progressive in nature but may be imposed at any level if
11 supported by just cause and based upon the seriousness of the offense and the particular circumstances of the
12 employee. Formal disciplinary actions for violations of rules or regulations shall include the following: written
13 reprimand, suspension or similar loss in pay imposed for misconduct, demotion, or dismissal.

14
15 **Section 2. Counseling.** Counseling is not discipline and may not be contested through the grievance process.
16 Counseling is a less formal means of resolving issues that does not rise to the level of formal discipline.
17 Counseling documents are not placed in an employee’s personnel file; however, they may be maintained in the
18 supervisory file and may be mentioned in the next yearly evaluation.

19
20 **Section 3. Association Representation.** In the event of any interview which the employee reasonably believes
21 may lead to disciplinary action, the affected employee shall have the right to be assisted by an Association
22 representative and/or Association Attorney during such interview. In the event that an employee request’s such
23 representation, that request shall not be allowed to delay the investigation.

24
25 **Section 4. Due Process.** In the event the Employer is conducting an investigatory interview of an employee for
26 reasons of alleged conduct that could lead to formal disciplinary action greater than a written reprimand, the
27 Employer will provide the following:

28
29 **A. Advance Notice.**
30

31 For any internal investigation which could result in discipline greater than a written reprimand,
32 the employee concerned shall be notified not less than twenty-four (24) hours prior to an
33 investigatory interview of the employee except when, in the opinion of the Employer, a delay will
34 jeopardize the success of the investigation or when criminal conduct is at issue. An employee
35 may voluntarily waive the above twenty-four-hour (24-hour) notice. The notice shall include
36 information on the alleged conduct that is sufficient to permit the employee to understand the
37 specific allegations, the reasons for the interview, a statement of whether the employee is a
38 witness or a suspect, and any other information necessary to reasonably inform him/her of the
39 nature of the investigation. Upon request, the employee shall be afforded an opportunity and
40 facilities, subject only to scheduling limitations, to contact and consult privately with a
41 representative of the Association.

42
43 **B. The Interview.**
44

45 The interview shall be conducted in a confidential location in the Department office unless
46 mutual agreement of the parties or the particular circumstances of the situation require another
47 location.

48
49 Any interview of an employee normally shall be when he/she is on duty unless the serious nature
50 of the investigation dictates otherwise.

51
52 The employee will be required to answer any questions involving matters under investigation and

1 will be afforded all rights and privileges to which he or she is entitled under the laws of the State
 2 or the United States, including rights under Garrity. The interview shall be limited in scope to
 3 acts, events, circumstances and conduct which pertain to the matters under investigation and shall
 4 be conducted in a manner devoid of intimidation, abuse or coercion. Nothing in this section shall
 5 prohibit the University from questioning the employee about information which has developed
 6 during the course of the interview. The employee shall be granted reasonable rest periods, with
 7 one (1) intermission every hour if so requested.
 8

9 **Section 6.** If the interview is to be recorded, notice must be provided to all interview participants prior to the
 10 start of the recording. If a recording is made by the Employer, the employee shall be provided with a copy of the
 11 recording upon request, or he/she may record the interview himself/herself at his/her own expense, and the
 12 Employer shall be provided with a copy. If any portion of the recording is transcribed, each party shall be given a
 13 copy. Interview proceedings shall be kept strictly confidential by all concerned.
 14

15 **Investigation Findings/Pre-Disciplinary Notice for Economic Sanctions.**

16
 17 If the Employer determines that discipline is likely to be imposed, the Employer will provide the
 18 employee and Association written notice of disciplinary findings, policy violations or explanation
 19 of misconduct found including a range of the intended disciplinary action contemplated. If
 20 requested by the employee, the Employer will also provide a copy of the investigation findings to
 21 the Association Representative subject to possible limitations on release. The written notice will
 22 also provide for notice of pre-disciplinary (Loudermill) meeting for the employee to elect to
 23 attend and provide a response to the investigation findings and proposed discipline. The employee
 24 may also elect to provide a response in writing in lieu of attending the meeting. The employee
 25 shall have ten (10) calendar days from receipt of the findings written notice of disciplinary
 26 findings and proposed discipline, above, to respond in writing or in person, as to why the
 27 proposed discipline would be inappropriate.
 28

29 **Imposition of Discipline.**

30
 31 Upon determination by the Employer that formal discipline is merited and consistent with the
 32 provisions of this Article, the Employer will provide the employee subject to discipline written
 33 notice of imposition of discipline inclusive of findings of fact, stated policy violations or findings
 34 of misconduct and an explanation of the disciplinary sanction(s) imposed, and the employee will
 35 be furnished with a copy of the investigation if so requested by the employee. Imposition of
 36 formal discipline will be placed in the employee's personnel file for a period of time consistent
 37 with other terms of this agreement.
 38

39 **Article IX – Dispute Resolution Process - Grievances**

40
 41 **Section 1.** For the purpose of this agreement, a grievance is defined as any one of the following:
 42

- 43 a) A claim by an employee covered by this agreement concerning the meaning or interpretation of a
 44 specific provision or clause of this agreement as it affects such employee.
 45
- 46 b) A claim by the Association concerning the application of a specific provision or clause of this
 47 agreement as it affects a specific member of the Association.
 48
- 49 c) An individual employee who does not wish to have the Association pursue a disciplinary grievance
 50 (under Section 1(b) hereof) may notify the Association in writing at any time. A grievance which is
 51 resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute
 52 a precedent with regard to the substance of the grievance in question.

1
2 **Section 2. Informal Grievance Adjustment.** The Employer and the Association desire to adjust grievances
3 informally -- both supervisors and employees are expected to make efforts to resolve problems as they arise. The
4 informal step in the grievance process, Step 1, may be waived in writing by mutual agreement of the Employer
5 and the employee and/or the Association. Unless so waived, a grievance shall be filed at Step 1 as follows:
6

7 **Step 1: Informal Step:** To commence resolution of a grievance, the employee and/or the Association
8 shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the
9 affected parties. Such notification shall be in writing and must occur within fourteen (14) calendar days of
10 the occurrence which gave rise to the problem. For purposes of this section, the appropriate supervisor is
11 defined as the individual delegated authority by the Employer to deal with the specific problem or
12 concern. The grievance shall state supporting facts and proposed solution(s). Upon notice of informal
13 grievance, the supervisor will respond in writing within 14 calendar days. If the action grieved involves a
14 decision of the Chief, the grievance shall be filed at Step 2.
15

16 **Section 3. Formal Grievance Adjustment.** The following steps shall be followed in submitting and
17 processing a formal grievance, only after the informal grievance procedures have been completed without
18 reaching a resolution or when the action grieved involves a decision of the Chief:
19

20 **Step 2:** If the grievance is not settled at Step 1, the employee and/or the Association shall submit the
21 grievance in writing to the Chief, within 14 calendar days from the date the written summaries provided
22 for in Section 2 above were exchanged or were due, not including the day of the reply, or in the case
23 where the action grieved involves a decision of the Chief, within (14) days of the occurrence of the action.
24 The Chief or their designee shall issue a response in writing within 14 calendar days from the date of the
25 grievance submission or the date of the meeting, whichever is later, and when appropriate, after
26 attempting to resolve the matter.
27

28 **Step 3:** If the grievance is not settled at Step 2, the employee and/or the Association shall present the
29 grievance to the Senior Associate Vice President of Administration or their designee within 14 calendar
30 days from the date of response from the Chief, or the date such response was due, not including the day of
31 response. The Senior Associate Vice President of Administration or their designee may attempt to resolve
32 the grievance and report in writing the decision within 14 calendar days from the date it is submitted to
33 the Senior Associate Vice Provost of Administration, not including the day of presentation.
34

35 **Step 4: Mediation.** The parties acknowledge the value of resolving disputes efficiently and with
36 minimal costs. If the Union is not satisfied with the response in Step 3, the Union will notify the
37 Senior Vice President of Administration of its desire to submit the grievance to mediation within 14
38 calendar days from the Step 3 response or date due. The parties may mutually agree to a local mediator or
39 use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the
40 mediator. The period for mediation will be limited to 120 days, starting from the date of notice of
41 mediation by the moving party. The parties must meet at least one time and agree to meet in good faith to
42 resolve the dispute. Termination cases do not need to follow the mediation process and may move to Step
43 4.
44

45 If the grievance is not settled at Step 3, the Association, or in the case of discipline the bargaining unit
46 employee, may pursue the grievance further by filing a written notice of intent to arbitrate the grievance
47 with the Senior Vice President of Administration and Employee and Labor Relations within 14 calendar
48 days of the date the decision of the Senior Vice President of Administration is received, not including the
49 day of receipt, or, if the parties go to mediation, the date the period of mediation ends. The parties shall
50 request a list of nine (9) Oregon/Washington arbitrators from the Employment Relations Board. If the
51 parties cannot mutually agree to an arbitrator, they will alternately strike names starting with the party
52 initiating the arbitration and the last one will be the arbitrator.

1
2 **Section 4.** The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days after
3 the conclusion of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement,
4 determining if it has been violated, and to resolve the grievance within the terms of this Agreement. The arbitrator
5 has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in
6 violation of law. The decision of the arbitrator shall be final and binding on both parties. Each party shall be
7 responsible for costs of presenting its own case to arbitration. The losing party, as determined by the Arbitrator,
8 shall be responsible for the arbitrator's fee and expenses. Arbitrations shall be consistent with Oregon law.
9

10 **Section 5.** If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set
11 forth in this Article, the grievance shall be deemed abandoned and non-arbitrable. If at any step of the grievance
12 procedures the Employer fails to issue a response within the time limits set forth in this Article, the grievance will be
13 advanced to the next step. Processing of the grievance and the time limits referred to in this Article may be waived or
14 extended by mutual agreement in writing. In the event the parties dispute timeline and/or substantive arbitrability
15 issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness and/or substantive
16 arbitrability arguments first, including any closing summation by the parties if brought on the day of the hearing
17 through oral argument or raised in advance of the hearing. The arbitrator will then rule from the bench on the
18 timeliness and/or substantive arbitrability issue, or before the date of the hearing if raised in advance of the hearing.
19

20 **Section 6.** An authorized Association representative and employee(s) directly involved in a particular grievance shall
21 be allowed to attend meetings with representatives of the Employer without loss of regular pay when scheduled during
22 work hours and based upon operational needs. The Association shall advise the Employer as to which employee(s) will
23 attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the
24 meeting to his/her immediate supervisor.
25

26 **Section 7.** All formal disciplinary actions, as provided by Article [VIII], that are imposed upon an employee, may be
27 protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration.
28 Disciplinary grievances may be initiated, within the time limit prescribed in Section 3, at Step 1 of this procedure,
29 unless mutually agreed to by both parties to start at Step 2.
30

31 **Article X – Assignments**

32
33 **Section 1.** The University will determine shift assignment.
34

- 35 a) It is agreed that the operational needs of the Department shall be controlling in determining shift and work
36 schedule assignments.
- 37 b) The University will publish the final shift schedules on or about December 31. The schedules will be
38 effective February 1 –January 31.
- 39 c) As a general rule, changes in the work schedule shall be posted fourteen (14) days prior to the effective
40 date of the change. A shift change without this fourteen (14) day notice that results in the employee being
41 required to work at a time earlier or later than the employee would have worked on their normal schedule
42 shall make the employee eligible for overtime compensation for the hours required to work which fall
43 outside of their normal schedule. Changes in the work schedule, once established, except in instances
44 where unforeseeable circumstances preclude such notice or where such schedule change is mutually
45 agreed to by the employee and university.
- 46 d) Work schedules for patrol employees may be composed of 8, 9, 10, or 12 hours shifts or any combination
47 thereof. Work Period for patrol employees working a twelve- (12) hour shift schedule shall consist of
48 twenty-eight (28) consecutive calendar days consistent with the FLSA 7(k) work period. Work Shift
49 begins with the first hour of the employee's scheduled workday and ends with the last scheduled hour.
- 50 e) Work schedules for Dispatch and Public Safety Officers may be composed of 8-, 9-, 10-, or 12-hour shifts.
- 51 f) **Special Assignments.** Vacancies for full-time specialty assignments that are to be filled on other than a
52 temporary basis, which is typically defined as six (6) months or less, shall be posted for at least ten (10)

1 working days prior to filling. Employees wishing to be considered for such posted positions shall submit
2 the application materials required of all applicants. All employees chosen for the new assignment will
3 continue to retain seniority as an employee of the University.

4
5 **Section 2. Shift Coverage.** If bargaining unit members are needed to cover shifts, the shift may be split between the
6 bargaining unit member from the previous shift and the bargaining unit member coming on shift.

7
8 **Article XI – Performance Evaluations**

9
10 **Section 1.** Regular non-probationary employees will be evaluated annually and shall receive a copy of their annual
11 evaluation. The employee may submit a statement which will be attached to the evaluation and become a part of their
12 personnel file. The employee shall sign their evaluation, indicating only that they have read the evaluation.

13
14 Unless otherwise prohibited by law, if an employee’s yearly performance evaluation falls during a leave without pay
15 period of thirty (30) calendar days or longer, the performance evaluation shall be postponed until the employee has
16 returned to work and completed as many days of continuous employment as the length of the leave without pay period.

17
18 **Section 2.** Any employee who is dissatisfied with an evaluation may provide a rebuttal to the Police Chief within 14
19 calendar days of receipt, and the Police Chief will afford the employee an opportunity to meet with the employee to
20 discuss the rebuttal. Evaluations are not subject to the grievance process.

21
22 **Section 3. Step Advancements:** Periodic salary increases are established in the Compensation Article and are based
23 upon receipt of a satisfactory performance evaluation as indicated in an employee’s written performance evaluation.

24
25 Employees who do not receive a satisfactory performance evaluation will be placed on a work performance
26 improvement plan for 90 calendar days. The Employer will provide the employee expectations.

27
28 **Article XII – Probationary Periods**

29
30 **Section 1.** All newly hired sworn officers and communications officers with the Department shall be subject to a
31 probationary period of eighteen (18) consecutive months’ service. Lateral hires shall be subject to a probationary
32 period of twelve (12) months’ service once they have obtained Oregon DPSST certification.

33
34 All newly hired Public Safety Officers with the Department shall be subject to a probationary period of eighteen (18)
35 consecutive months’ service. Lateral hires shall be subject to a probationary period of twelve (12) months’ service.

36
37 Employees will begin accruing time from their first day of employment but will not be able to utilize vacation leave
38 until 6 full months of employment. Sick leave may be used once accrued.

39
40 The probationary period is intended to provide an extended period of observation of new employees. Unless otherwise
41 prohibited by law, if an employee is absent from the employee’s position for a period of 14 calendar days or longer,
42 the employee’s probationary period shall be extended by the length of the absence from the position for the purposes
43 of providing adequate observation.

44
45 **Section 2.** Upon satisfactory completion of the probationary period, the employee shall be considered as having
46 satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed by the
47 appropriate supervisor.

48
49 **Section 3.** During the initial probationary period of a new hire, an employee may be terminated at any time without
50 appeal under the grievance procedure.

Article XIII – Seniority, Recall and Layoff

Section 1. Consistent with the Probationary Period Article, an employee shall start accruing seniority following completion of the employee's probationary period. Seniority shall be determinative with respect to leave scheduling, requests for other time off, and selection of shifts and days off pursuant to the Assignment Article. For these purposes, seniority shall be defined as continuous time served with the Department. The seniority of two (2) or more employees employed on the same date shall be determined by total time working in law enforcement as a sworn officer.

Section 2. Seniority shall be terminated if an employee quits, is discharged for just cause, is laid-off and/or fails to respond to written notice as provided herein, fails to report to work at the termination of a leave of absence.

Section 3. Upon request, the University shall post a seniority list on or about November 1 each year.

Section 4. If the University should reduce its work force, layoff shall be made on the following basis: Employees will be laid off in inverse order of seniority within the Department. For purposes of determining order of layoff, seniority shall be based on continuous service.

Employees laid off for a period of twenty-four (24) months or who decline recall lose all seniority credits and shall be removed from the recall list. No new sworn officers shall be hired until the recall list is exhausted.

The University shall notify a laid off employee, who is still on the recall list, of a position opening by certified letter, return receipt requested, to their address of record maintained in the employee's personnel file. It shall be the employee's responsibility to ensure that their current address is on file at the time the recall occurs. The employee shall have seven (7) calendar days from receipt of such notice, to notify the University in writing of their intent to return within fourteen (14) calendar days of the date of receipt of such notice. If the employee fails to so respond to a recall notice within the time herein specified, all rights to recall shall be terminated.

A refusal of reinstatement shall constitute voluntary termination and such employee shall lose their layoff status privileges and their seniority.

Article XIV– Hours of Work

Section 1. Workweek and Workday. The regular workweek is a period of one hundred sixty-eight (168) consecutive hours that begins at 12:01 a.m. Sunday and ends at midnight on the following Saturday. The regular workday consists of a work shift of eight (8), ten (10), or twelve (12) consecutive work hours.

Section 2. Work Schedules. Work schedules shall be established by the Chief or their designee and shall be posted in advance of the shift bid described in Article [X], Section 2. The University reserves the right to modify any posted work schedule whenever such modifications are in the best business interest of the University.

- a) A “5-8” work schedule shall consist of five (5) consecutive days of eight (8) work hours each followed by two (2) consecutive days off.
- b) A “4-10” work schedule shall consist of four (4) consecutive days of ten (10) work hours each followed by three (3) consecutive days off.
- c) Recognizing that a twelve (12) hour shift may result in several different configurations, the work schedule will be determined by the Chief and shared with the Union in advance of implementation.
- d) The University and the Association may agree to an alternative work schedule, excluding those listed above in subsections A-C. In the event an alternative work schedule is implemented, the parties agree to meet to negotiate its implementation and

any other contract changes as may be necessary.

Section 3. All employees shall be granted a thirty (30) minute compensated meal period during each work shift, to the extent possible and consistent with operating requirements of the Department. This meal period may not be taken during the first hour or the last hour of the scheduled shift. Employees shall be subject to call during the meal period.

Section 4. All employees may be granted two (2) paid fifteen (15) minute interruptible rest periods each day, to the extent possible and consistent with operating requirements of the Department. Rest periods may not be taken during the first hour or the last hour of the scheduled shift.

Section 5. Each employee shall be assigned a regular work schedule, which may be modified without penalty by mutual agreement between the University and the employee(s) involved. Employees will normally be given ten (10) days advance notice of any change in their regular hours of work or work schedule. Employees whose schedules are changed involuntarily by the University on less than ten (10) days' notice will be paid overtime for time worked outside their regular work schedule, except in an emergency (Act of God, natural disaster, civil unrest or governmental declaration of emergency) when the schedule change is unknown ten (10) days in advance of the change and except in the case of schedule changes by mutual agreement as provided herein. In no event will overtime pay be duplicated under any other provision of this Agreement.

Section 6. Employees are required to maintain and provide to the University a telephone number so they can be contacted when not on shift. Employees are expected to make a good faith and reasonable effort to answer calls from the University. When an off-shift phone call exceeds fifteen (15) minutes, employees may add time to their timecard for that workweek to the next greater 15-minute increment. Employees should log the nature of such calls for record keeping purposes. Calls of fourteen (14) minutes or less are considered insubstantial and are not compensated unless there are multiple calls.

Article XV - Salary 2023-2026

7/1/2023	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police	32.70	34.13	35.56	37.04	38.60	40.20	41.61	43.11	44.60
PSO	25.00	26.00	27.04	28.12	29.25	30.42	31.64	32.91	34.23
Dispatcher	24.00	24.96	25.95	26.99	28.08	29.20	30.37	31.58	32.84

Section 1. Salary. On July 1, 2023-2025, all bargaining unit members will receive an increase, of 3% to their base pay or be eligible to participate in the university salary program, whichever is greater.

Section 2. Overtime. Time and one-half (1 ½) the employee's regular rate of pay will be paid for work under any of the following conditions:

- a) All authorized work performed in excess of any scheduled work shift.
- b) No overtime is to be worked without the prior authorization of management.
- c) An employee may elect to be compensated for overtime worked or by electing to accrue compensatory time off. Compensatory time shall be earned at one and one-half (1½) times the overtime hours worked but shall not exceed a maximum "bank" of forty (40) hours.

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Section 3. Compensatory Time

Scheduling of comp time shall be done in conformity with the Fair Labor Standards Act (FLSA). The parties agree that the Employer will not be obligated to schedule compensatory time off, and that such request is unduly burdensome if the request requires the Employer to drop below minimum staffing levels or if the Employer does not receive at least seven (7) days advance notice of the requested time off. An exception to seven (7) days advance notice will be made in instances where the employee is given the next shift off.

Concurrent Leaves. If the leave is for a qualified state or federal family leave purpose, all leaves of absence, no matter how classified, shall be granted against the employee’s annual family leave entitlement. In such case, the employee, upon request, shall provide health certification, including second and third opinions and fitness for duty certification as provided by family leave laws.

Upon termination of employment, an employee shall be paid for unused compensatory time at a rate of compensation equal to the employee’s regular hourly rate received by the employee at the time of termination.

Section 4. Callback Pay

- a) **Court Appearances:** Employees who are required to report for work at Circuit Court, including Municipal Court, outside their regular shift or on their day off will be paid a minimum of three (3) hours at one and one-half (1 1/2) times their regular rate. If the court appearance is less than three (3) hours prior to the employee’s shift, the employee will receive the amount of hours worked prior to the scheduled shift as overtime. Overtime will be paid consistent with this agreement.
- b) In all other instances, other than a court appearance, when employees are required to report for work outside their regular shift or on their days off, they will be paid a minimum of three (3) hours overtime. This provision does not apply if the employee is called in 2 hours or less before a scheduled shift; such time is paid for actual hours worked at one and one-half times their regular rate. This provision also does not apply to trades, voluntary overtime or changes in work schedules as allowed by this agreement.
- c) For purposes of this article, court appearance by an employee means a court appearance required as a result of the employee’s official capacity with Oregon State University.
- d) For purposes of this article, reporting time for such appearances is deemed to be one-half (1/2) hour before the time indicated on the official notice to appear, unless an earlier appearance time is approved by the Chief or their designee.
- e) More than one callback or court appearance within the applicable minimum shall be considered a single callback. Any time worked beyond the minimum will be applied as added time. Subsequent court appearances or callbacks, scheduled with more than the applicable time interval shall be paid as separate appearances or callbacks.
- f) All witness fees paid to an employee who is receiving compensation covering the same time and expense covered by said fees shall be turned over to the Oregon State University Finance Department.

Section 5 Premium Pay: Bargaining unit members shall receive additional compensation to their base pay for the highest professional certification the employee has received through the State of Oregon Department of Public Safety Standards and Training and for the highest level of education the employee has received through a two (2) or four (4) year accredited college or university as follows:

1. Certifications:

- a. Intermediate – 3%
- b. Advanced – 6%
- 2. Education:**
 - a. Associate degree – 2.5%
 - b. Bachelor degree – 5%
- 3. Extra Duties:**
 - a. Field Training Officer – 5% during assignment
 - b. Instructor Certification – 5% during assignment
 - c. Bilingual – 5% - after passage of standardized test administered by management.
- 4. Longevity:**
 - a. Ten (10) years – 2%
 - b. Fifteen (15) years – 2%

Article XXVI – Health & Retirement

Section 1. Medical, Dental and Vision Benefits

The Employer will provide group medical, dental, vision, and life insurance programs for all regular full-time employees according to each program’s eligibility requirements. The Employer will pay 95% of the medical, dental, vision premium cost for regular full-time employees and their dependents and employee basic life insurance. The Employer or insuring agency reserves the discretion to change plans or carriers subject to providing comparable benefit coverage. Eligible bargaining unit members may also participate in additional benefits programs offered through the Employer to the extent permitted under the provisions of those programs.

Section 2. Retirement Benefits

Bargaining unit members may participate in the Public Employees Retirement System (PERS), the Oregon Public Service Retirement Plan (OPSRP), the Optional Retirement Plan (ORP), the Tax-Deferred Investment 403(b) Plan, and the Oregon Savings Growth Plan (OSGP) as set forth by Oregon law.

The Employer will make employer contributions to the PERS, OPSRP, and OSGP as required by law. In addition, the Employer will make the contributions to the Individual Account Program from employees (6% under current law) to the extent not prohibited by law.

Article XVII – Paid Leaves

Section 1. Vacation Leave Accrual. After having served in a bargaining unit position with the University for six (6) full calendar months, bargaining unit members shall be credited with the appropriate earned vacation leave and thereafter vacation leave shall be accumulated on the appropriate schedule as follows:

Accrual Rate Per Calendar Year	Years of Service	Maximum Vacation Balance
120 hours (10 hrs mo)	0-4 years	260
144 hours (12 hrs mo)	5-9 years	260
168 hours (14 hrs mo)	10-14 years	260
192 hours (16 hrs mo)	15-19 years	260
216 hours (18 hrs mo)	>20	260

- a) Part-Time Bargaining Unit Member Computation. A part-time member shall accrue vacation leave and shall earn eligibility for additional vacation credits. Such leave shall be accrued on a pro rata basis per the same schedule as full-time members. A part-time member shall be eligible to take initial vacation leave after six (6)

1 calendar months.

2

3 b) Use of Accrued Vacation Time. Vacation time shall be approved by the bargaining unit member's supervisor,
4 based primarily on the needs of efficient operation and availability of vacation relief. Where practical, a
5 bargaining unit member shall have the right to determine their own vacation schedule.

6

7 c) Vacation Leave for New or Separating Bargaining Unit Members. New members who begin work in the
8 middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay
9 period. Although members will earn vacation credits on a prorated basis during the first partial month or pay
10 period of service, they are not entitled to use vacation credits (or be paid upon separation) until the member
11 has completed six (6) full calendar months or pay periods.

12

13 d) Separating bargaining unit members who are eligible will be paid for unused vacation leave accrued through
14 the last day of service, based on each member's work schedule.

15

16 e) Separating bargaining unit members who are eligible will be paid for accumulated vacation leave and
17 compensatory time at the hourly rate equivalent to their base rate at the time of separation. A member shall
18 not be eligible for vacation pay-out upon separation unless the member has completed six (6) full calendar
19 months or the equivalent.

20

21 f) Compensation for use of accrued vacation shall be at the member's prevailing straight-time rate of pay.

22

23 g) In the event of termination or layoff, any unused accrued vacation shall be paid to the bargaining unit
24 member.

25

26 h) In the event of a bargaining unit member's death, all monies due them for accumulated vacation and salary
27 shall be paid as provided by law.

28

29 i) A bargaining unit member who has lost work because of a job-related illness or injury shall not suffer a
30 reduction in vacation credits. Vacation credits shall continue to be earned while a member is using earned sick
31 leave.

32

33 j) If a bargaining unit member has a break in service, and that break does not exceed two (2) years, they shall be
34 given credit for the time worked prior to the break in service. Members who are employed prior to ratification
35 of the first contract shall be given credit for the time worked.

36

37 k) Should a bargaining unit member who has exhausted earned sick leave elect to use vacation leave during a
38 period in which Workers' Compensation is being received, the salary paid for such period shall be equal to
39 the difference between the Workers' Compensation for lost time and the member's regular salary rate. In such
40 instances, prorated charges will be made against accrued vacation leave.

41

42 l) After all earned sick leave has been exhausted, a bargaining unit member may request, in cases of illness, to
43 use earned vacation leave. The University may grant such requests and may require that the member provide
44 verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

45

46 m) Employees who have been separated from the University and return to a position in the bargaining
47 unit at the University within two (2) years shall have unused sick leave credits accrued during previous
48 employment restored pursuant to PERS.

49

50 n) When an employee is absent from work because of an accepted claim for an on-the-job injury,
51 employees may receive worker's compensation payments as provided by the carrier. At the election of

1 the employee and upon notice to Human Resources, the employee may use accrued sick leave to pay the
2 gap between worker's compensation payments and the employee's net monthly pay.

- 3
- 4 o) The employer agrees to establish a program by which bargaining unit members could seek to cash-out up to
- 5 40 hours of vacation one time annually starting in FY24.
- 6
- 7 p) Nothing in this Article shall be construed to prohibit the donation of hours of accrued vacation leave for
- 8 conversion to supplemental military pay pursuant to University Policy.
- 9

10 **Section 2. Sick Leave Accrual.** Employees shall be eligible for sick leave with pay immediately upon accrual
11 based upon actual time worked at a rate of eight (8) hours per month for full-time and pro-rated for part time
12 employees.

- 13
- 14 a) Employees who have earned sick leave credits shall be eligible for sick leave for any period of
- 15 absence from employment which is due to their own illness or that of their close family
- 16 member's.
- 17
- 18 b) Certification of an attending physician or practitioner may be required by the University to
- 19 support the employee's claim for sick leave if:
- 20
- 21 i) the employee is absent in excess of one work week.
- 22 ii) the University has reason to believe that the employee is abusing sick leave privileges; or,
- 23
- 24 iii) the University has reason to believe that the employee's return to work would be a health
- 25 hazard to either the bargaining unit member or to others.
- 26
- 27 c) When possible, employees will provide one hour notice to their supervisor or designee of an
- 28 absence due to illness. For scheduled healthcare, a bargaining unit member will provide
- 29 reasonable notice to the supervisor or designee.
- 30

31 **Section 3. Holidays.** The following holidays shall be recognized and paid for at the regular straight time rate of
32 pay.

- 33
- 34 a) New Year's Day on January 1.
- 35 b) Martin Luther King, Jr.'s Birthday on the third Monday of January.
- 36 c) Memorial Day on the last Monday in May.
- 37 d) Juneteenth on June 19.
- 38 e) Independence Day on July 4.
- 39 f) Labor Day on the first Monday in September.
- 40 g) Veterans' Day on November 11; Thanksgiving Day.
- 41 h) The Friday after Thanksgiving.
- 42 i) Christmas Day on December 25.
- 43 j) Every day appointed by the University President as a holiday.
- 44

45 A. **Holiday Eligibility.** Holiday Eligibility. Bargaining unit members who do not work on recognized holidays will
46 receive hours equivalent to their normally scheduled shift of holiday pay for each recognized holiday, provided
47 they are in pay status the last workday before the holiday and the first workday after the holiday. Part-time
48 bargaining unit members shall receive a prorated share of paid leave at their regular straight time rate of pay based
49 upon the same percentage or fraction of month, as they are normally scheduled to work provided they are in pay
50 status at least one-half of the last workday before the holiday and one-half of the first workday after the holiday
51 provided such scheduled work days occur within seven (7) calendar days before and after the holiday.

- 1
- 2 **B. Work on a Holiday.** Bargaining unit members required to work on days recognized as holidays which fall within
- 3 their regular work schedules shall be entitled, in addition to their normally scheduled worked hours, either to
- 4 receive compensatory time off or to be paid in cash at the member’s request, at the rate of time and one-half (1 ½),
- 5 and no more.
- 6
- 7 **C. Leave Accounts.** A bargaining unit member’s leave account shall not be charged for a holiday that occurs during
- 8 the use of earned vacation or earned sick leave.
- 9

10 **Article XVIII – Leaves with Pay**

11

12 **Section 1.** A bargaining unit member shall be granted leave with pay for jury duty. The bargaining unit member may

13 keep any money paid by the court for serving jury duty. The University reserves the right to petition for removal of the

14 bargaining unit member from jury duty if, in the University's judgment, the operating requirements of the University

15 would be hampered.

16

17 In the event a night or swing shift bargaining unit member is called to appear for jury duty, the bargaining unit member

18 shall have reasonable release time from their night or swing shift on the day they attend jury duty.

19

20 **Section 2.** A bargaining unit member who is a member of the National Guard or of any reserve component of the

21 armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15)

22 calendar days or eleven (11) workdays in any training year. If the training time for which the member is called to

23 active duty is no longer than fifteen (15) calendar days, the member may be paid for the first fifteen (15) days only if

24 such time is served for the purpose of discharging an obligation of annual active duty for training in the military

25 reserve or National Guard.

26

27 **Article XIX – Leaves without Pay**

28

29 **Section 1.** Approved leaves of absence without pay of up to ninety (90) days shall not be considered a break in service.

30 During this time, bargaining unit members shall continue to accrue seniority and to receive all protections under this

31 Agreement.

32

- 33 a) When a bargaining unit member uses a leave of absence without pay, the bargaining unit member must first
- 34 exhaust all vacation leave and compensatory leave balances prior to being placed on leave.
- 35
- 36 b) Employees will not accrue vacation or sick leave while on leave without pay. As required by law, the
- 37 University will continue to pay for the employer’s portion of medical and life insurance premiums.
- 38

39 **Section 2.** Employees will become eligible for leave without pay under this Article when they have been employed for

40 at least one hundred eighty (180) days before the first day of leave.

41

42 At the conclusion of the leave, an employee will be reinstated to the employee’s former job. If the employee’s former

43 job has been eliminated, they will be entitled to be reinstated to an available position within the bargaining unit for

44 which they are qualified. Employees must promptly return to work when the circumstances which necessitate their

45 leave end.

46

47 Unless otherwise approved by the Chief or their designee after giving due consideration to extenuating circumstances,

48 failure to return from any leave without pay on or before the designated date, will be considered a voluntary

49 resignation and cause for denying re-employment with the Employer.

50

51 **Article XX - Uniforms**

52

1 **Section 1.** If an employee is required to wear a uniform or carry equipment (including but not limited to, outer
2 carriers), such uniform and/or equipment shall be furnished by the University. The employee shall make restitution to
3 the University for loss or damage to any University supplied uniform unless such loss or damage occurred in the line
4 of duty and was not caused by negligence on the part of the employee. Proper maintenance of a required uniform and
5 equipment is the responsibility of the employee.
6

7 The University shall provide newly hired police and public safety officers with a footwear reimbursement in the
8 amount of one hundred, seventy-five dollars (\$175). Receipts are required. Furthermore, the University shall provide a
9 reimbursement of up to one hundred, seventy-five dollars (\$175) every two (2) years for the receipted
10 purchase/repair/replacement of footwear in order to maintain appropriate function at the Chief of Police’s discretion.
11 Proper maintenance of the appearance of footwear is the responsibility of the police and public safety officer.
12

13 **Section 2.** Subject to approval by the Chief of Police, an employee may be authorized to substitute personal equipment
14 for the equipment furnished by the University. However, the University shall not be responsible for an employee’s
15 personal property, the general upkeep, or if loss or damage occurs in the line of duty when University furnished
16 equipment is available.
17

18 **Article XXI - Training**
19

20 **Section 1. Mandatory Training.** When an employee is assigned to attend a training activity, the following shall
21 apply:
22

- 23 a) All receipted course registration fees, and tuition, and other pre-approved out-of-pocket expenses, per
24 OSU policy, shall be reimbursed by the University.
- 25
- 26 b) All mileage and per diem shall be reimbursed in accordance with this agreement, as applicable.
27
- 28 c) Travel and course attendance shall be paid per OSU policy.
29

30 The University shall provide an opportunity for an employee to receive all training hours required by DPSST for
31 the maintenance of the employee’s certificate. Such training shall be considered mandatory training.
32

33 **Section 2. Employee Requested Training.** Employees may request to attend training determined to be related to
34 their position. In the event the training is approved by the supervisor or Chief of Police, the employee will be
35 assigned to attend the training, and the University may adjust the employee’s schedule to attend the training in
36 efforts to minimize overtime obligations. Assigned training is subject to expense reimbursement as provided in
37 section 1 above.
38

39 Whenever possible, schedule adjustments for training should occur within the same pay period. Employees will
40 record the adjusted schedule on their monthly timesheet.
41

42 **Article XXII – Business Travel**
43

44 **Section 1. Mileage Reimbursement.** Whenever an employee is authorized to use their personal vehicle in
45 performance of official University duties, they shall be compensated in accordance with the Employer
46 policies.
47

48 **Section 2. Expenses.** An employee traveling on authorized University business (excluding Association
49 business and training shall receive per diem for meals, mileage, lodging and airfare, in accordance with the
50 Employer policies and when applicable.
51

52 **Article XXIII - Outside Employment**

1
2 **Section 1.** Permission to work at outside employment, including self-employment, while an employee of the
3 University, must be approved, in advance, by the Chief of Police or their designee. The employee shall
4 submit a written request for approval of outside employment and agree to adhere to the Employer’s policies
5 regarding outside employment as well as Oregon’s government ethics laws and rules. In order to be
6 approved, the outside employment must:

- 7
- 8 a) In no way detract from the efficiency of the employee in University duties.
- 9 b) In no way be a discredit to university employment or the police profession.
- 10 c) Not take preference over extra duty required by university employment.
- 11 d) Not represent a conflict of interest, or appearance of such, with regular University employment.
- 12 e) Not involve use of university time, facilities, uniforms, equipment, and supplies unless approved
13 by the Chief of Police as providing a direct or indirect benefit to the University.
- 14 f) Not anticipate the actual or potential use of law enforcement powers; however, nothing
15 precludes an employee from utilizing law enforcement powers while off duty consistent with
16 department policy.
- 17

18 **Section 2.** It is understood that the Chief of Police or their designee may, upon reasonable grounds, at any
19 time revoke permission to hold outside employment.

20
21 **Section 3.** No employee shall be granted a leave of absence for the purpose of engaging in outside
22 employment.

23
24 **Article XXIV – Personnel Files**

25
26 **Section 1. Content.** Personnel records maintained on Department employees may include, but are not
27 limited to, a list of the positions held, compensation received, performance evaluations, special
28 commendations or awards relating to job performance, notes regarding any disciplinary action(s) and records
29 regarding the payment or administration of benefits. All employees, including those on leave without pay
30 status, are required to keep the University informed of their current home address, and current home phone
31 number (home phone can be substituted for a personal cell phone) at all times.

32
33 **Section 2. Confidentiality.** An employee’s personnel records are confidential, except as provided by law.
34 Only the employee, a representative of the employee with written permission of the employee, the
35 employee’s immediate supervisor, the Police Chief or designee, or other authorized personnel, may examine
36 an employee’s confidential personnel records. Confidential personnel records shall not be released to any
37 unauthorized individuals except with the written consent of the employee, unless otherwise permitted or
38 required by law. Employees have the right to review/or receive a copy of their own personnel records at any
39 time, within a reasonable time and at no cost to the employee.

40
41 **Section 3. Response to Disciplinary Material Placed in Personnel File.** An employee may enter into their
42 personnel records and files such things as comments, explanations, or rebuttals, within (30) calendar days of
43 disciplinary material being placed in the personnel file, and such response shall be placed in the employee’s
44 personnel file. Materials received prior to the date of employment with the University shall not be subject to
45 the provisions of this section.

46
47 **Section 4. Removal from File.** If an employee provides a written request, then letters of warning and
48 reprimands will be removed from an Association member’s personnel file after five (5) years, unless the
49 requesting employee received other similar discipline within the retention period. *(Note: Removal from file
50 does not preclude continued record keeping for civil purposes or for purposes of proving notice of rule)*

51
52 **Article XXV - Separability**

1
2 Should any part(s) of this Agreement or any provision(s) contained herein be rendered invalid by reason of
3 any subsequently enacted legislation, such part(s) or provision(s) shall not invalidate the remaining portions
4 of this Agreement. The remaining portions of the Agreement shall remain in full force and effect.

5
6 Should any part(s) of this Agreement or provision(s) contained herein be determined to be illegal or invalid by a
7 court or agency of competent jurisdiction, such part(s) or provision(s) shall not invalidate the remaining portions
8 of this Agreement. The remaining portions of the Agreement shall remain in full force and effect.

9
10 Should compliance with, or enforcement of, any part(s) of this Agreement or any provision(s) contained herein be
11 restrained by a court or agency of competent jurisdiction pending a final determination as to its validity, such
12 part(s) or provision(s) shall not invalidate the remaining portions of this Agreement. The remaining portions of
13 the Agreement shall remain in full force and effect.

14
15 **Article XXVI - Totality of the Agreement**

16
17 **Section 1.** The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the
18 unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully
19 subject to collective bargaining. The Parties further acknowledge that all of the understandings and agreements
20 are set forth in this Agreement and that it shall constitute the entire agreement between the Parties.

21
22 **Section 2.** Each Party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain
23 collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even
24 though such subject or matter may not have been within the knowledge or contemplation of the Parties at the time
25 they negotiated or signed this Agreement. Nothing in this Article precludes mutual agreement of the Parties to
26 alter, amend, supplement, or otherwise modify in writing any of the provisions of this Agreement.

27
28 **Article XXVII – Term of Agreement**

29
30 **Section 1. Term of Agreement.** This Agreement will become effective upon ratification and
31 expire on June 30, 2026.

32
33 **Section 2. Negotiation of Successor Agreement.** This Agreement shall be automatically renewed
34 from year to year thereafter unless either Party submits an intent to bargain to the other Party
35 during the month of October of 2025. Negotiations will begin within sixty days of the
36 submission of the intent to bargain unless an alternative date is mutually agreed to between the
37 Parties.

38
39 The party giving notice of the desire to modify the contract shall commence negotiations by
40 submitting a written notice to the other specifying those subjects or sections of the Agreement
41 proposed to be reopened and new subjects for negotiation. The party receiving said notice may
42 propose additional changes to the contract.

43
44 Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall
45 automatically become a part of any successor Agreement.

46

1 **On behalf of the Employer:**

2 DocuSigned by:
3 *Trina Young* 8/21/2023 | 09:10:20 PDT

4 08DBC60D946442F...
Trina Young, Lead Negotiator

5 DocuSigned by:
6 *Shanon Anderson* 8/21/2023 | 09:29:48 PDT

7 4645865D11184D2...
Shanon Anderson, AVP for Public Safety and

8 Chief of Police Oregon State University
9 DocuSigned by:
James You 8/21/2023 | 10:26:35 PDT

10 6D9E9517F1AE419...
Jim You, Management Bargaining Team

11 DocuSigned by:
12 *Teresa Parker* 8/21/2023 | 10:36:07 PDT

13 927B40B910994A6...
Teresa Parker, Management Bargaining Team

14 DocuSigned by:
15 *Tarron Anderson* 8/21/2023 | 11:47:18 PDT

16 2F8697E1B7A4E4...
Tarron Anderson, Management Bargaining Team

17 DocuSigned by:
18 *Paul Odenthal* 8/21/2023 | 13:48:45 PDT

19 1B1F9BEEF6504A...
Paul Odenthal, Senior Associate Vice President

20 DocuSigned by:
21 *Heather Horn* 8/21/2023 | 14:20:29 PDT

22 039E4874AE774D2...
Heather Horn, Chief Human Resources Officer

23 DocuSigned by:
24 *Ed Feser* 8/21/2023 | 15:35:36 PDT

25 A4A09128ABD6471...
Ed Feser, Provost

26 DocuSigned by:
27 *Jayathi Murthy* 8/24/2023 | 10:47:48 PDT

28 09B46A813F834CB...
Jayathi Murthy, President

On behalf of OSU PSA:

DocuSigned by:
Dan Thennell 8/20/2023 | 19:34:55 P

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Dan Thennell, OSU FOP General Counsel

DocuSigned by:
Paige Chrz 8/20/2023 | 20:53:39 P

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Paige Chrz, OSU FOP Associate Attorney

DocuSigned by:
Katrina Robson 8/20/2023 | 21:02:24 P

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Katrina Robson, OSU PSA President

DocuSigned by:
Brandon Seifried 8/20/2023 | 22:25:18 P

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Brandon Seifried, OSU PSA Vice President

DocuSigned by:
Catherine Vu 8/21/2023 | 09:04:48 P

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Cathy Vu, OSU PSA Secretary