

**Collective Bargaining Agreement**  
**by and between**  
**OREGON STATE UNIVERSITY**  
**And**  
**OREGON STATE UNIVERSITY**  
**DEPARTMENT OF PUBLIC SAFETY SUPERVISOR**  
**ASSOCIATION**

2/10/2026 | 12:21:55 PST , **through June 30, 2028**

**Contents**

<b>ARTICLE 1 – PREAMBLE</b>	<b>3</b>
<b>ARTICLE 2 – RECOGNITION</b>	<b>3</b>
<b>ARTICLE 3 – MANAGEMENT RIGHTS</b>	<b>3</b>
<b>ARTICLE 4 – NON-DISCRIMINATION</b>	<b>4</b>
<b>ARTICLE 5 – CONTINUITY OF SERVICES</b>	<b>4</b>
<b>ARTICLE 6 – ASSOCIATION BUSINESS</b>	<b>5</b>
<b>ARTICLE 7 – CHECK OFF, DUES, AND ASSOCIATION SECURITY</b>	<b>6</b>
<b>ARTICLE 8 – DISCIPLINE AND DISCHARGE</b>	<b>7</b>
<b>ARTICLE 9 – DISPUTE RESOLUTION PROCESS - GRIEVANCES</b>	<b>9</b>
<b>ARTICLE 10 – ASSIGNMENTS</b>	<b>12</b>
<b>ARTICLE 11 – PERFORMANCE EVALUATION</b>	<b>13</b>
<b>ARTICLE 12 – PROBATIONARY PERIODS</b>	<b>13</b>
<b>ARTICLE 13 – SENIORITY, RECALL AND LAYOFF</b>	<b>14</b>
<b>ARTICLE 14 – HOURS OF WORK</b>	<b>15</b>
<b>ARTICLE 15 – COMPENSATION</b>	<b>16</b>
<b>ARTICLE 16 – HEALTH &amp; RETIREMENT</b>	<b>21</b>
<b>ARTICLE 17 – LEAVES</b>	<b>21</b>
<b>ARTICLE 18 – UNIFORMS</b>	<b>26</b>
<b>ARTICLE 19 – TRAVEL AND TRAINING</b>	<b>26</b>
<b>ARTICLE 20 – SEPARABILITY</b>	<b>27</b>
<b>ARTICLE 21 – OUTSIDE EMPLOYMENT</b>	<b>27</b>
<b>ARTICLE 22 – PERSONNEL FILES</b>	<b>28</b>
<b>ARTICLE 23 – TOTALITY OF THE AGREEMENT</b>	<b>29</b>
<b>ARTICLE 24 – TERM OF AGREEMENT</b>	<b>29</b>

## **ARTICLE 1 – PREAMBLE**

This Collective Bargaining Agreement (hereinafter "the Agreement") is entered into between Oregon State University (hereinafter "Employer") and the Oregon State University Department of Public Safety Supervisor 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 2 – RECOGNITION**

### **Section 1.**

Pursuant to the certification by the Oregon Employment Relations Board on November 22, 2024, Oregon State University Public Safety Supervisor Association is the exclusive bargaining representative for the purpose of collective bargaining of the bargaining unit, described as: all police sergeants and communications supervisors employed by Oregon State University with respect to wages, hours and other conditions of employment.

### **Section 2.**

If a new classification is added to the Department whose scope of work may be covered by the classifications in this Agreement, the University shall provide notice to the Association no less than thirty (30) days before the addition of the classification.

If the Association files written notice to negotiate the new classification, the Parties agree to follow the established ERB process.

## **ARTICLE 3 – 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 establish quality and performance standards rules for employees,
- i) 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,
- j) to establish, modify, combine, or eliminate positions,
- k) to determine the number, location or relocation of facilities, buildings and rooms, and ancillary facilities such as parking lots, including the policies regarding the use of such buildings, rooms, and facilities,
- l) to modify how employees are paid or the dates employees are paid,
- m) to discipline, suspend, terminate/discharge employees,
- n) to determine materials and equipment to be utilized by employees and the methods and means by which work shall be performed and services provided,
- o) to adopt and enforce policies, rules, and regulations, including rules and regulations governing the work, training, and conduct of employees, and
- p) 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 that are mandatorily negotiable or impact a mandatory subject of bargaining.

## **ARTICLE 4 – NON-DISCRIMINATION**

Neither the University nor the Union will discriminate on the basis of age, marital status, race, color, disability, sex, religion, national origin, sexual orientation, union affiliation, veteran status, genetic information, or any other basis protected by State or Federal law.

## **ARTICLE 5 – CONTINUITY OF SERVICES**

### **Section 1.**

The Association and its members will not strike against the Employer under any circumstances. For 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 regular 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 6 – ASSOCIATION BUSINESS**

**Section 1.**

In writing, the Association will notify the Employer of all elected officers and alternates designated by the union authorized to speak on 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 individuals in a representative capacity, other than those designated by the Association in the list submitted.

**Section 2.**

Subject to supervisory approval, a designated Association representative may be granted reasonable time during their regularly scheduled work hours to investigate a grievance. The Association's President or Vice-President or Secretary/Treasurer and the named grievant may be granted reasonable time to process grievances during working time for attendance at meetings with a grievant's supervisors concerning the grievance, with prior notice and approval from the representative's supervisor and provided such discussions do not unreasonably interfere with the performance of the Association Officer's or the employee's duties. The Union will maintain and submit to the Employer, a monthly activity report of work time spent investigating and processing grievances. The University agrees that nothing in this section is intended to obtain information relating to the details of union-employee protected matters. The parties agree that nothing in this section is intended to relieve employees of existing obligations to comply with university policy and applicable law (e.g., mandatory reporting obligations).

**Section 3.**

Association representatives who are authorized as such in writing shall be allowed access to employee locations to process grievances or contact members of the Association. Such representatives shall not enter any employee location without 48 hours' advance consent of the Chief or the Chief's designee. Access shall be restricted so as not to interfere with the normal operations of the Police Department or with established security requirements.

**Section 4.**

The Employer shall allow up to three (3) bargaining unit members to attend contract negotiations with the Employer subject to supervisor approval and based on operational needs. Such bargaining unit members may attend during duty hours without loss of pay, which shall be paid as straight time. Such paid time shall include up to 30 minutes in advance of scheduled negotiations and up to 30 minutes following negotiations. In order to avoid disproportionate burden of the release, no more than one individual from any single operating unit shall be released from scheduled duties at any one time except

by mutual agreement, and bargaining unit members will work with their supervisors to arrange for coverage of essential responsibilities during negotiations.

**Section 5.**

The Employer agrees to allow the Association to post notices and bulletins on the bulletin board as identified by the Employer. The Association shall limit the posting of notices and bulletins to this board.

**Section 6.**

The Association may use university facilities according to current applicable building use policies. The Association is responsible for ensuring availability, making all necessary arrangements, paying all the required fees, and abiding by all applicable building use and Employer policies.

**Section 7.**

The employer will post this Agreement on the Office of University Human Resources website in a print-ready, full-text searchable format for Association members.

**Section 8.**

The Employer agrees to allow Executive Board members of the Association to attend up to a combined total of thirty-two (32) hours per fiscal year for training related to operational issues such as critical incident management and *Garrity* rights without experiencing a loss of pay. Requests for training under this Section shall be made in writing and subject to approval by the Chief of Police or the Chief's designee. Such approval shall not be unreasonably denied. Employees attending trainings under this Article will work with their supervisors to arrange for coverage of essential responsibilities during such trainings.

**ARTICLE 7 – CHECK OFF, DUES, AND ASSOCIATION SECURITY**

Employees shall have the right to self-organize, form, join, or assist labor organizations or to refrain therefrom, to bargain collectively through their exclusive representatives.

No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the Employer or the Association because of the exercise of their legal rights or rights under the Labor Agreement in effect between the Employer and the Association.

**Section 1.**

An employee may authorize the Employer to deduct any dues, fees, or other deductions once per month from their paycheck when so authorized and directed in writing by the employee on the authorization form provided by the Association. The amount to be deducted will be certified by the Association. The Association will send a notice to the Employer establishing dues rates and will send notice at least sixty days in advance of any changes to these rates.

An authorization shall remain valid until written notice of cancellation is provided pursuant to this Agreement or until an employee's bargaining unit status changes, whichever occurs first. Any authorization for Association dues and other payroll deductions authorized may be canceled by any employee upon written notice to the Employer and the Association before the fifteenth (15<sup>th</sup>) day of each month, to be effective on the first (1<sup>st</sup>) day of the current month. If written notice is received after the fifteenth (15<sup>th</sup>) day of the month, such cancellation shall be effective the first (1<sup>st</sup>) day of the subsequent month. A written notice of cancellation received by the Employer or the Association shall be promptly forwarded to the other party.

Such deduction for Association dues shall be made only if accrued earnings are sufficient to cover the dues payment after all other authorized payroll deductions have been made. The Employer will not deduct any union fines or penalties from the pay of any bargaining unit member.

**Section 2.**

The Employer agrees to notify the Association of all new hires in the bargaining unit within two (2) weeks of their hire date, furnishing the Association with the new employee's name, mailing address, telephone number, and position.

**Section 3.**

The Association agrees to indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer due to any Association dues or payroll deductions made under this Agreement. If any part of this Article shall be declared invalid or if all or any portion of the dues must be refunded to any employee, the Association and its members shall be solely responsible for such reimbursement. If any part of this Article is declared invalid or contrary to law, the parties will re-open this Article for negotiations consistent with the law.

**ARTICLE 8 – DISCIPLINE AND DISCHARGE**

**Section 1. Definition.**

Disciplinary action is usually progressive but may be imposed at any level if supported by just cause, based on the offense's seriousness and the employee's circumstances. Formal disciplinary actions for violations of rules or regulations shall include the following: written reprimand, suspension, or similar loss in pay imposed for misconduct, demotion, or dismissal.

**Section 2. Coaching and Counseling.**

Coaching and counseling are not considered discipline and may not be contested through the grievance process. They are a less formal means of resolving issues that do not rise to the level of formal discipline. Coaching and counseling documents are not placed in an employee's personnel file; however, they may be maintained in the supervisory file and mentioned in the subsequent yearly evaluation

**Section 3. Association Representation.**

In the event of any interview that the employee reasonably believes may lead to disciplinary action, the affected employee shall have the right to be assisted by an Association representative and/or Association Attorney during such interview. If an employee requests such representation, that request shall not be allowed to delay the investigation.

**Section 4. Due Process.**

In the event the Employer is conducting an investigatory interview of an employee for reasons of alleged conduct that could lead to formal disciplinary action greater than a written reprimand, the Employer will provide the following:

**A. Advance Notice.**

For any internal investigation that could result in discipline greater than a written reprimand, the employee concerned shall be notified at least twenty-four (24) hours before an investigatory interview of the employee except when, in the opinion of the Employer, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above twenty-four-hour (24-hour) notice. The notice shall include

information on the alleged conduct that is sufficient to permit the employee to understand the specific allegations, the reasons for the interview, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform them of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and facilities, subject to scheduling limitations, to contact and consult privately with a representative of the Association.

**B. The Interview.**

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

An employee's interview normally occurs when they are on duty unless the serious nature of the investigation dictates otherwise.

The employee will be required to answer any questions involving matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State or the United States, including rights under *Garrity*. The interview shall be limited in scope to acts, events, circumstances, and conduct that pertain to the matters under investigation and shall be conducted in a manner devoid of intimidation, abuse, or coercion. Nothing in this section shall prohibit the University from questioning the employee about information developed during the interview. The employee shall be granted reasonable rest periods, with one (1) intermission every hour if requested.

**Section 5. Notices**

If the interview is to be recorded, notice must be provided to all interview participants before the start of the recording. If the Employer makes a recording, the employee shall be provided with a copy of the recording upon request, or they may record the interview themselves at their own expense, and the Employer shall be provided with a copy. If any portion of the recording is transcribed, each party shall be given a copy. Interview proceedings shall be kept strictly confidential by all concerned.

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

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

**Imposition of Discipline.**

Upon determination by the Employer that formal discipline is merited and consistent with the provisions of this Article, the Employer will provide the employee subject to discipline written notice of imposition of discipline inclusive of findings of fact, stated policy violations, or findings of misconduct, and an explanation of the disciplinary sanction(s) imposed. If requested by the

employee, the Employer will also provide a copy of such notice and explanation to the employee's designated Association Representative. Imposition of formal discipline will be placed in the employee's personnel file for a period of time consistent with other terms of this agreement.

## **ARTICLE 9 – DISPUTE RESOLUTION PROCESS - GRIEVANCES**

### **Section 1.**

For this agreement, a grievance is defined as an allegation that there has been a violation, misinterpretation, or improper application of the express terms of this written Agreement or any university-level rule, policy, procedure, or standard explicitly incorporated into this Agreement by reference.

A grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied or represented by a union representative or withdraw consent for union representation at any time. A grievance resolved after an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent concerning the substance of the grievance in question.

### **Section 2. Informal Grievance Resolution.**

The Employer and the Association desire to resolve grievances informally and at the lowest level possible and encourage open communication between bargaining unit members and supervisors - supervisors and employees are expected to make efforts to resolve problems as they arise.

Grievances that are not resolved informally shall be filed at the following steps, and shall be submitted for processing a formal grievance.

### **Section 3. Formal Grievance Process.**

Once a grievance is filed, neither the grievant nor Union shall alter the written grievance to amend the allegation with respect to those provisions alleged to have been violated, misinterpreted, or improperly applied as defined within Section 1 above. Grievance review and determinations of grievance outcomes at each step of the Grievance process, through arbitration, shall be limited to the record of the initial grievance filed.

The first step in the grievance process, Step 1, may be waived in writing by mutual agreement of the Employer and the employee and/or the Association. Unless so waived, a grievance shall be filed as follows:

**Step 1:** To commence resolution of a grievance, the employee and/or the Association shall notify the appropriate supervisor that the employee believes a problem exists and shall identify the affected parties. Time is of the essence in presenting grievances. Grievances must be filed, in writing, within fourteen (14) calendar days of the date of the act, omission, or commencement of the condition upon which the grievance is based; or from the date that the grievant knew or should have known of the act, omission, or commencement of the condition if it is a later date. For this section, the appropriate supervisor is defined as the individual delegated authority by the Employer to deal with a specific issue or concern.

The grievance shall state 1) the grievant's name; 2) the act, omission, or condition upon which the grievance is based occurred or commences (as precisely as possible); 3) the specific provision of

this Agreement which is alleged to have been violated, misinterpreted, or improperly applied as defined in Section 1 above; 4) the remedy sought; and 5) the date the grievance is filed.

Upon request of either party, the appropriate supervisor shall meet with the grievant, and the Association if applicable, prior to issuing a determination on the merits of the grievance. The appropriate supervisor shall issue a determination in writing to the grievant within fourteen (14) calendar days of the meeting, or within fourteen (14) calendar days of receipt of the written grievance if no meeting is held.

If the matter grieved involves an act or omission by the Chief, the grievance shall be filed at Step 2.

**Step 2:** If the grievance is not settled at Step 1, a written appeal may be filed with the Chief within fourteen (14) calendar days from the date of the determination in Step 1, or when the determination was due, not including the day of the determination, or in the case where the action grieved involves an act or omission by the Chief, within fourteen (14) calendar days of the date of the act, omission, or commencement of the condition upon which the grievance is based, or from the date that the grievant knew or should have known of the act, omission, or commencement of the condition if it is a later date. Upon request of either party, the Chief or their designee shall meet with the grievant, and the Association if applicable, prior to issuing a determination on the merits of the Step 2 grievance. The Chief or their designee shall issue a determination in writing within fourteen (14) calendar days from the date of the Step 2 grievance submission or the date of the meeting, whichever is later, and when appropriate, after attempting to resolve the matter, not including the day of submission or meeting.

**Step 3:** If the grievance is not settled at Step 2, a written appeal may be filed with the Vice President of Finance and Administration or their designee within fourteen (14) calendar days from the date of determination from the Chief, or the date such determination was due, not including the day of determination. Upon request of either party, the Vice President of Finance and Administration or their designee may meet with the grievant, and the Association if applicable, prior to issuing a determination on the merits of the Step 3 grievance. The Vice President of Finance and Administration or their designee shall issue a determination in writing within fourteen (14) calendar days from the date of the Step 3 grievance submission or the date of the meeting, whichever is later, and when appropriate, after attempting to resolve the matter, not including the day of submission or meeting.

**Step 4: Mediation.** The parties acknowledge the value of resolving disputes efficiently and with minimal costs. If the grievance is not settled with the determination in Step 3, the parties may mutually agree to advance the grievance to mediation prior to or in lieu of engaging Arbitration. In such circumstances, the Union will notify the Vice President of Finance and Administration of its desire to submit the grievance to mediation within fourteen (14) calendar days from the Step 3 determination or date due. The parties may mutually agree to a local mediator or the parties will notify the Federal Mediation and Conciliation Service (FMCS) of the dispute and request a list of mediators. If the FMCS is unable to issue a list of mediators, the parties will use a mediator provided by the Employment Relations Board. Within thirty (30) calendar days of receiving the list of mediators, the parties shall attempt to reach an agreement on a permanent panel of mediators and a process for using such mediators. In the absence of agreement on such a panel and process, the current selection process will be retained and the parties will request a list of five (5) mediators. The parties will alternately strike names, one at a time. The party striking the first

name will be determined by the flip of a coin. The last remaining name shall be the mediator selected to mediate resolution to the current grievance. Parties agree to share the mediator's costs equally. The period for mediation will be limited to 120 days, starting from the date of notice of mediation by the moving party. The parties agree to meet at least once and agree to meet in good faith to resolve the dispute.

**Section 4.**

**To advance a grievance to arbitration:**

If the grievance is not settled at mediation, or in the event of a termination case where the grievant or Association as applicable declines mediation, the Association, or in the case of discipline, the bargaining unit employee, may pursue the grievance further by filing a written notice of intent to arbitrate the grievance with the Vice President of Finance and Administration and Employee and Labor Relations within fourteen (14) calendar days of the date the determination by the Vice President of Finance and Administration is received, not including the day of receipt, or, if the parties go to mediation, the date the period of mediation ends. Except in disciplinary grievances for sworn police employees, the parties shall request a list of nine (9) Oregon/Washington arbitrators from the FMCS. If the FMCS is unable to issue a list of arbitrators, the parties will request a list from the Employment Relations Board. Within 30 calendar days of receiving the list of arbitrators, the parties shall attempt to reach an agreement on a permanent panel of arbitrators and a process for using such arbitrators. If the parties cannot mutually agree on an arbitrator, the parties will alternately strike names, one at a time. The party striking the first name will be determined by the flip of a coin. The last remaining name shall be the arbitrator selected to hear the current grievance.

Arbitrator selection for disciplinary grievances involving sworn police employees shall be in accordance with state law.

The arbitrator shall have the authority to hear and rule on issues that arise over timeliness and/or arbitrability. If the parties dispute the timeline and/or substantive arbitrability issues for matters submitted to arbitration, the arbiter will be limited to hearing the timeliness and/or substantive arbitrability arguments first, including any closing summation by the parties if brought on the day of the hearing through oral argument or raised in advance of the hearing. The arbitrator will then rule from the bench on the timeliness and/or substantive arbitrability issue, or before the hearing date if raised before the hearing. If the arbitrator rules the grievance is non-arbitrable, they shall not issue a ruling on the merits.

The arbitrator's power shall be limited to interpreting this Agreement, determining if it has been violated, and resolving the grievance within the terms of this Agreement. The arbitrator has no authority to add to, delete from, amend, or modify any terms of this Agreement or make a finding in violation of law. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted. For disciplinary grievances, the arbitrator's decision shall be consistent with state law.

The decision of the arbitrator shall be final and binding on both parties. Each party shall be responsible for the costs of presenting its case to arbitration. As determined by the Arbitrator, all fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration. Where an award clearly finds each party culpable, costs will be shared equally. Arbitrations shall be consistent with Oregon state law.

**Section 5.**

Failure to initiate a grievance or an appeal within the specified time limits shall constitute a waiver of the grievance and acceptance of the decision rendered and the matter considered non-arbitrable. If the Employer fails to communicate the decision on the grievance within the time limits, the grievant may proceed to the next step.

Processing of the grievance and the time limits referred to in this Article may be waived or extended by mutual agreement in writing.

**Section 6.**

An authorized Association representative and employee(s) directly involved in a particular grievance shall be allowed to attend meetings with representatives of the Employer without loss of regular pay when scheduled during work hours and based upon operational needs. The Association shall advise the Employer which employee(s) will attend such meeting. Each employee shall be responsible for providing advance notice of the meeting to his/her immediate supervisor.

**Section 7.**

All formal disciplinary actions, as provided by Article 8, imposed upon an employee may be protested as a grievance through the regular formal grievance procedure, up to and including binding arbitration. Disciplinary grievances may be initiated, within the time limit prescribed in Section 3, at Step 1 of this procedure unless mutually agreed to by both parties to start at Step 2.

**ARTICLE 10 – ASSIGNMENTS**

**Section 1.**

The University will determine shift assignment.

- a) It is agreed that the Department's operational needs shall be controlling in determining shift and work schedule assignments.
- b) Generally, changes in the work schedule shall be posted fourteen (14) days before the effective date of the change. A shift change without this fourteen (14) days' notice that results in the employee being required to work at a time earlier or later than the employee would have worked on their regular schedule shall make the employee eligible for overtime compensation for the hours required to work which fall outside of their regular schedule.
- c) Dispatch Supervisors and Public Safety Sergeants' work schedules may comprise 8, 9, 10, or 12-hour shifts, or any combination thereof.
  - Represented employees subject to this Agreement shall be considered as grouped in the categories designated below:
    - i. Law Enforcement Sergeants means all supervisory sworn police officers in a Sergeant capacity employed by OSU Department of Public Safety.
    - ii. Communications Supervisors means all supervisors of communications officers/dispatchers employed by OSU Department of Public Safety.
  - Work Period for Law Enforcement Sergeants in FLSA non-exempt positions, working a twelve (12) hour shift schedule shall consist of twenty-eight (28) consecutive calendar days consistent with the FLSA 7(k) work period for purposes of overtime calculation. Work Shift begins with the first hour of the employee's scheduled workday and ends with the last scheduled hour.

- Law Enforcement Sergeants and Communications Supervisors in FLSA overtime exempt positions are not eligible for overtime.
- FLSA Section 7(k) does not apply to Communications Supervisors unless otherwise provided for by applicable law.

**Section 2.**

If bargaining unit members are needed to cover shifts, the shift may be split between the bargaining unit member from the previous shift and the bargaining unit member coming on shift.

**ARTICLE 11 – PERFORMANCE EVALUATION**

**Section 1.**

Regular non-probationary employees will be evaluated annually consistent with university policies and procedures, and will receive a copy of their evaluation. The employee may submit a written statement, which will be attached to the evaluation and become part of their personnel file. The supervisor and employee shall both sign the evaluation, with such signature by employee indicating only that the supervisor has discussed and given a copy to the employee and does not indicate agreement or disagreement.

Unless otherwise prohibited by law, if an employee’s yearly performance evaluation falls during a leave period of thirty (30) calendar days or longer, the performance evaluation shall be postponed until the employee has returned to work and completed as many days of continuous employment as the length of the leave period.

**Section 2.**

Any employee dissatisfied with an evaluation may provide a rebuttal to the Police Chief within fourteen (14) calendar days of receipt, and the Police Chief or their designee will meet with the employee to discuss the rebuttal. Evaluations are not subject to the grievance process.

**Section 3.**

The Compensation Article within this Agreement establishes periodic salary increases subject to satisfactory performance indicated in an employee’s written performance evaluation.

Employees whose performance evaluation is not deemed satisfactory, will be placed on a work performance improvement plan for ninety (90) calendar days. The Employer will provide the employee expectations.

**ARTICLE 12 – PROBATIONARY PERIODS**

**Section 1.**

All newly hired Sergeants and Communications Supervisors with the Department shall be subject to a probationary period of eighteen (18) consecutive months of service. Lateral hires who have obtained Oregon DPSST certification shall be subject to a probationary period of twelve (12) months of service.

All newly promoted Sergeants and Communications Supervisors shall be subject to a probationary period of twelve (12) consecutive months of service.

Employees begin accruing time on their first day of employment but cannot use vacation leave until they have worked six (6) full months. However, sick leave may be used once it has been accrued.

The probationary period will provide new employees with an extended observation period. Unless otherwise prohibited by law, if an employee is absent from the position for fourteen (14) calendar days or longer, the probationary period shall be extended by the length of the absence to ensure adequate observation.

**Section 2.**

Upon satisfactory completion of the probationary period, the employee shall be considered to have satisfactorily demonstrated qualifications for the position, gain regular status, and be informed by the appropriate supervisor.

**Section 3.**

During a new hire's initial probationary period, an employee may be terminated at any time without appeal under the grievance procedure.

**ARTICLE 13 – SENIORITY, RECALL AND LAYOFF**

**Section 1.**

Consistent with the Probationary Period Article, an employee shall start accruing seniority after completing the employee's probationary period. Seniority shall be determinative for leave scheduling, requests for other time off, and selection of shifts and days off according to the Assignment Article. Except as otherwise modified by the terms of this Agreement, seniority shall be defined as continuous time served with the Department for these purposes. The seniority of two (2) or more employees employed on the same date shall be determined by total time working in law enforcement.

**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 and 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 workforce, layoffs shall be made on the following basis: Employees will be laid off in inverse order of seniority, with consideration for the position subject to layoff, within the Department. To determine the order of layoff, seniority shall be based on continuous service and operational needs.

Employees laid off for a period of twenty-four (24) months, who accept a position outside of the bargaining unit, or who decline recall lose all seniority credits and shall be removed from the recall list. No new employees within the position subject to layoff shall be hired until the recall list is exhausted.

The University shall notify a laid-off employee, still on the recall list, of a position opening by email to the employee's last known personal email address and a phone call to the employee's last known phone number of record maintained in the employee's personnel file. The employee shall ensure that their current personal email and phone number address is on file when the recall occurs. The employee shall

have seven (7) calendar days from receipt of such notice to notify the University in writing via email communication responsive to the notice of recall, of their intent to return within fourteen (14) calendar days of the date of receipt of such notice. If the employee fails to respond to a recall notice within the specified time, all rights to recall shall be terminated.

Refusing reinstatement shall constitute voluntary termination, and such employee shall lose their layoff status privileges and seniority.

## **ARTICLE 14 – 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.**

Each employee shall be assigned a regular work schedule, which may be modified at any time by the University. Employees will usually be given fourteen (14) calendar days advance notice of any regular work hours or schedule change. If the schedule change is not mutually agreed to by the University and the employee(s), employees whose schedules are changed involuntarily by the University on less than fourteen (14) calendar days' notice will be paid the equivalent of "overtime" compensation for hours worked outside their regular work schedule during the shortened notice period, except overtime will not be owed: in case of an emergency (Act of God, natural disaster, civil unrest, or governmental declaration of emergency) when the schedule change is unknown fourteen (14) calendar days in advance of the change; or when schedule changes are by mutual agreement as provided above. In no event will overtime pay be "stacked" with or duplicated under any other provision of this Agreement.

The Chief or their designee shall establish work schedules for FLSA non-exempt bargaining unit members, and determine shift assignments pursuant to Article 10. Work schedules for FLSA exempt bargaining unit members will be expected to generally follow the work schedules established by the Chief or their designee, though the parties recognize that some deviation may occur due to the nature of FLSA exempt status. The University reserves the right to modify any posted work schedule whenever such modifications are in the University's best business interest, subject to applicable notice periods above.

- 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.

### **Section 3.**

All FLSA non-exempt employees shall be granted a thirty (30) minute compensated meal period during each work shift, to the extent possible and consistent with the operating requirements of the Department and applicable law. This meal period may not be taken during the first or last hours of the scheduled shift. Employees shall be subject to calls during the meal period.

**Section 4.**

All FLSA non-exempt employees may be granted two (2) paid fifteen (15) minute interruptible rest periods each day for shifts up to ten (10) hours and three (3) paid fifteen (15) minute interruptible rest periods for shifts longer than ten (10) hours, to the extent possible and consistent with the Department's operating requirements and applicable law. Rest periods may not be taken during the first or last hour of the scheduled shift.

**Section 5.**

Employees must maintain and provide the University with a telephone number so they can be contacted when off 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 15 – COMPENSATION**

**Section 1. Salary.**

The University reserves the right to set full-time equivalent monthly salary rates at a higher level, and nothing in this Article prevents the Employer from making individual bargaining unit member salary increases, as needed, on a case-by-case basis commensurate with applicable skills and experience, including but not limited to retention increases or equity adjustments.

Individual bargaining unit members have the right to request from their supervisor an out-of-cycle salary increase on the basis of equity or other salary considerations. The bargaining unit member's supervisor will acknowledge the request and provide a response within a reasonable time.

**Section 2. Salary Minimums**

Effective on the date of ratification of this Agreement (full execution of the agreement by signature of all parties to the agreement), salary minimums will be in effect for appointments in the following categories at 1.0 FTE equivalent:

- **Communications Supervisor:** The minimum salary rate for Communications Supervisor will be calculated based on a 1.0FTE annualized equivalent of \$82,000, prorated by FTE.
- **Law Enforcement Sergeants:** The minimum salary rate for Law Enforcement Sergeants will be calculated based on a 1.0FTE annualized equivalent of \$98,000, prorated by FTE.

Bargaining unit members shall receive additional compensation to their base pay to signify special assignments, skills, qualifications, and certifications or credentials when those special assignments, skills, qualifications, and certifications or credentials are necessary to fulfill or enhance the duties assigned to the position.

		Range 1: Salary Minimum	Range 2: DPSST Intermediate	Range 3: DPSST Advanced	Range 4:	Range 5:	Range 6:
Comms Supervisor	Monthly	\$6,833.33	Base + 2.5%	Base + 4.75%	Base + 7.0%	Base + 9.0%	Base + 11%
Sergeant	Monthly	\$8,166.67	Base + 2.5%	Base + 4.75%	Base + 7.0%	Base + 9.0%	Base + 11%

The above-referenced “ranges,” described further within this Section 1, shall be applied as increase over base pay commensurate with listed education and certifications as follows:

- Range 1: Shall be the equivalent of an employee’s base pay. Employee base pay shall be set at or above the applicable salary minimum.

**DPSST Training Certifications:** Pay for the highest professional certification the employee has received through the State of Oregon Department of Public Safety Standards and Training. The employee must provide a copy of the certification as proof prior to receiving the differential. These differentials are not compounded and application of differential pay for DPSST certifications is limited to the highest professional certification earned. The below-referenced Ranges 2-3 reflect the completion of applicable DPSST certifications for each of Sergeants and Communications Supervisors, respectively.

- Range 2:
  - Sergeants
    - Law Enforcement Intermediate Certification – The employee must obtain and maintain the Intermediate DPSST Certificate to qualify for the increase to Range 2, which reflects an increase of two and one-half percent (2.5%) of current base pay.
  - Communication Supervisors
    - Telecommunicator Intermediate Certification – The employee must obtain and maintain the Telecommunicator Intermediate DPSST Certificate to qualify for the increase to Range 2, which reflects an increase of two and one-half percent (2.5%) of current base pay.
- Range 3:
  - Sergeants
    - Law Enforcement Advanced Certification – The employee must obtain and maintain the Advanced DPSST Certificate to qualify for the increase to Range 3, which reflects an increase of four and three quarters percent (4.75%) of current base pay.
  - Communication Supervisors
    - Telecommunicator Advanced Certification – The employee must obtain and maintain the Telecommunicator Advanced DPSST Certificate to qualify for the increase to Range 3, which reflects an increase of four and three quarters percent (4.75%) of current base pay.

**Educational Certifications:** Pay for the highest educational degree the employee has received. The employee must provide validation of degree as proof prior to receiving the differential. These differentials are not compounded and application of differential pay for educational degree is limited to the highest

professional certification earned. The below-referenced Range 4-6 reflect the completion of applicable degree requirements for each of Sergeants and Communications Supervisors, respectively.

- Range 4: Bachelor’s Degree
  - Bachelor’s Degree – The employee must obtain and provide validation of completion of the degree requirements for a Bachelor’s degree at an accredited academic institution to qualify for the increase to Range 4, which reflects an increase of seven percent (7.0%) of current base pay.
  
- Range 5: Master’s Degree
  - Master’s Degree – The employee must obtain and provide validation of completion of the degree requirements for a Master’s degree at an accredited academic institution to qualify for the increase to Range 5, which reflects an increase of nine percent (9.0%) of current base pay.
  
- Range 6: Doctoral Degree
  - Doctoral Degree – The employee must obtain and provide validation of completion of the degree requirements for a Doctoral degree at an accredited academic institution to qualify for the increase to Range 4, which reflects an increase of eleven percent (11%) of current base pay.

**Section 3. Merit Increases.**

Merit increases should be based on the assessment of the bargaining unit member’s job performance relative to their position description, as measured in the bargaining unit member’s annual review. Criteria for annual review are developed and modified by the University, and will be made available to the bargaining unit members sufficiently in advance of the review.

Bargaining unit members are entitled to a review on an annual basis.

A bargaining unit member who has complied with the written requirements for the merit review process of their employing unit will not be denied eligibility for a merit increase because the Employer did not complete the merit review process. These members shall receive the full merit increase provided in this Section 2.

- a) FY26 increase (Fiscal year beginning July 1, 2025). Bargaining unit members who were employed in a position represented by Oregon State University Department of Public Safety Supervisor Association on or prior to the date of the Order Certifying Exclusive Representative for the purposes of collective bargaining, November 22, 2024, who are still employed in a represented DPS Supervisor position at the date of ratification of this Agreement (full execution of the agreement by signature of all parties to the agreement), and whose performance is fully satisfactory for the applicable review period proceeding the date of ratification of this Agreement, shall receive a merit increase in accordance with the University Merit Program of that year, if they have not already received such increase at the time of ratification of this Agreement.
  
- b) Beginning FY27 (fiscal year beginning July 1, 2026) and each year thereafter until the expiration of this agreement, eligible bargaining unit members who meet satisfactory performance expectations will receive a merit increase of at least two percent (2.0%). No merit increase may exceed four and one-quarter percent (4.25%).

#### **Section 4. Differential Compensation**

In addition to the training and educational tiers described in Section 1 above, bargaining unit members may receive additional compensation to their base pay to signify special assignments, skills, qualifications, and certifications or credentials when those special assignments, skills, qualifications, and certifications or credentials are necessary to fulfill or enhance the duties assigned to the position. Pay differentials are considered premium pay for the purposes of this Article. Differentials will be removed when an employee is no longer performing the work, the position no longer requires the work be performed, or the employee no longer has the special assignment, skills, qualifications or credentials. Employees must provide proof of skills, qualifications or credentials where required or when requested.

- Bilingual/multilingual Differential (after passage of standardized test administered by management) – This differential applies to employees who must use bilingual or multilingual skills to perform assigned duties. “Bilingual skills” means translation to and from English, interpretation of another language or the use of sign language. The University must assign the interpretation and translation duties for this differential to apply, and the assignment will be documented in the employee's position description. The differential is five percent (5%) of base pay.

#### **Section 5. Overtime.**

The overtime rate for FLSA non-exempt bargaining unit members shall be calculated as time and one-half (1 ½) of the hourly equivalent based on the employee’s regular rate of base pay, which will be paid for all authorized work in excess of or outside of any regular scheduled work shift. No overtime shall be worked without prior authorization from management.

- a) An eligible employee may elect to either be compensated for overtime worked or accrue compensatory time off pursuant to section 7 below.
- b) When provided with at least seven (7) days’ notice and assigned as required by the University, training will not be paid as overtime unless it exceeds forty (40) hours during the eligible employees’ work week and the employee’s schedule requirements do not permit schedule adjustments to accommodate the time spent in training.
- c) For all eligible employee shifts exceeding sixteen (16) hours, overtime will be paid at a rate of one and one-half (1½) times the employee’s regular rate of pay

#### **Section 6. Closure Pay and Shift Differential.**

If the University is closed due to inclement weather or any other unplanned event, FLSA non-exempt bargaining unit members required to work during the closure will be paid at time and one-half (1 ½) of their regular pay. Those eligible for closure pay include FLSA non-exempt bargaining unit members whose shift starts at any time during the closure date, who are required to continue work during the closure.

Employees will receive a 2.5% shift differential for hours worked between 7:00 p.m. and 7:00 a.m.

### **Section 7. Compensatory Time.**

When an employee elects to receive overtime as compensatory time (“comp” time) in lieu of overtime payment, compensatory time shall be earned at one and one-half (1½) times the hours worked that would qualify for overtime compensation, but shall not exceed a maximum “bank” of forty (40) hours. 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 when the employee is given the next shift off.

### **Section 8. 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 pursuant to applicable law.

### **Section 9. Callback Pay.**

- a) **Court Appearances:** Employees 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 four (4) hours at one and one-half (1 ½) times their regular rate. If the court appearance is less than four (4) hours before the employee’s shift, the employee will receive the hours worked before the scheduled shift as overtime. Overtime will be paid per this agreement.
- b) In all other instances, other than a court appearance, when FLSA non-exempt bargaining unit members are required to report for work outside their regular shift or on their days off, they will be paid a minimum of four (4) hours of overtime. This provision does not apply if the employee is called in four (4) hours or less before a scheduled shift; such time is paid for actual hours worked at one and one-half times (1 ½) 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 this article, an employee's court appearance means that the court appearance is required because of the employee’s official capacity with Oregon State University.
- d) For this article, reporting time for such appearances is one-half (1/2) hour before the time indicated on the official notice to appear unless the Chief or their designee approves an earlier appearance time.
- 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 at more than the applicable time interval shall be paid as separate appearances or callbacks.
- f) All witness fees paid to an employee receiving compensation covering the same time and expense covered by said fees shall be turned over to the Oregon State University Finance Department.

**Section 10. Tuition Reduction.** The Employer will follow all applicable university policy regarding tuition reduction (staff fee privileges) for bargaining unit members.

## **ARTICLE 16 – 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, and 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 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, ORP, and OSGP as required by law. In addition, the Employer will make contributions to the Individual Account Program from employees (6% under current law) to the extent not prohibited by law.

## **ARTICLE 17 – 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 at a rate of fifteen (15) hours per month per 1.0 FTE, pro-rated by FTE, or 180 hours per calendar year with a maximum vacation balance of 260 hours.

- a) **Part-Time Bargaining Unit Member Computation.** A part-time member shall accrue vacation leave. 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) calendar months.
- b) **Use of Accrued Vacation Time.** Vacation time shall be approved by the bargaining unit member's supervisor, based primarily on the needs of efficient operation and availability of vacation relief. Where practical, a bargaining unit member shall have the right to determine their vacation schedule. It is the employee's responsibility to monitor their leave accruals and notify their manager if they will not have enough accrued leave or the requested/approved vacation at least two weeks in advance of the planned vacation dates. Unplanned vacation leave is not approved during the last two weeks of an employee's employment term, to provide operational continuity during the transition of employment. Vacation leave may be used for purposes of sick leave in the last two weeks of employment, in the event the employee's sick leave is exhausted.

- c) Vacation Leave for New or Separating Bargaining Unit Members. New members who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period. Although members will earn vacation credits on a prorated basis during the first partial month or pay period of service, they are not entitled to use vacation credits (or be paid upon separation) until the member has completed six (6) full calendar months or pay periods.
- d) Separating eligible bargaining unit members will be paid for unused vacation leave accrued through the last day of service up to a maximum of 180 hours, paid at the hourly rate (straight-time equivalent) equivalent to their base rate at the time of separation. Separating eligible bargaining unit members will be paid for unused compensatory time in accordance with Article 15 – Compensation. A member shall only be eligible for vacation pay-out upon separation if the member has completed six (6) full calendar months or the equivalent.
- e) In case of a bargaining unit member's death, all monies due them for accumulated vacation and salary shall be paid as provided by law.
- f) A bargaining unit member who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while a member uses earned sick leave.
- g) If a bargaining unit member has a break in service that does not exceed two (2) years, they shall be given credit for the time worked before the break in service. Members employed before ratifying the first contract shall be given credit for the time worked prior to ratification by signature of all parties, for the purposes of leave accrual.
- h) When employees are absent from work because of an accepted claim for an on-the-job injury, employees may receive Workers' Compensation payments as provided by the carrier. At the employee's election and upon notice to University Human Resources, the employee may use accrued sick leave to pay the gap between Workers' Compensation payments and the employee's net monthly pay.
- i) Should a bargaining unit member who has exhausted earned sick leave elect to use vacation leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the member's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave.
- j) After all earned sick leave has been exhausted, a bargaining unit member may request to use earned vacation leave in cases of illness. The University may grant such requests and require the member to provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

- k) Employees who have been separated from the University and return to a position in the bargaining unit at the University within two (2) years shall have unused sick leave credits accrued during previous employment restored according to PERS.
- l) Nothing in this Article shall be construed to prohibit the donation of hours of accrued vacation leave for conversion to supplemental military pay according to University Policy.

**Section 2. Sick Leave Accrual.**

Employees shall be eligible for sick leave with pay immediately upon accrual, based upon actual time worked proportional to the employee's appointment percentage, at the full-time rate of eight (8) hours per month or two hours for each week of employment less than one month.

There is no limit to the amount of sick leave that may be accrued by a bargaining unit member. Sick leave continues to accrue during sick leave with pay and other paid leaves. Sick leave is not earned or used during leave without pay.

- a) Employees who have earned sick leave credits shall be eligible to apply accrued sick leave for any period of absence from employment due to their qualifying illness or to care for a qualifying family member.
- b) The University may require certification of an attending physician or practitioner to support the employee's claim for sick leave if:
  - 1. The employee is absent for more than one work week.
  - 2. The University has reason to believe that the employee is abusing sick leave privileges;  
or,
  - 3. The University has reason to believe that the employee's return to work would pose a health hazard to the bargaining unit member or others.
- c) When possible, employees will provide one hour's notice to their supervisor or designee of an absence due to illness. For scheduled healthcare, a bargaining unit member will provide reasonable notice to the supervisor or designee.

**Section 3. Family & Medical Leave.**

Family and medical leave may be taken for family, medical, and safe leave as described by law including, but not limited to FMLA, OFLA, or OPFML, and university parental leave or sick leave policy.

The Employer will follow all state laws and regulations for equivalent plans under OPFML.

Bargaining unit members should work with Equal Opportunity and Access (EOA) when their needs may meet criteria for an ADA accommodation, irrespective of their use of protected leave.

**Section 4. Holidays.**

The following holidays shall be recognized and paid for at the regular straight-time pay rate for the number of hours of their current shift schedule (8, 9, 10, or 12 hours).

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

**Special Day.** In addition to the holidays specified above, all full-time employees shall receive twelve (12) hours of paid leave to use between Thanksgiving and June 30. Part-time employees shall receive a pro-rated share of twelve (12) hours of paid leave at their regular straight time rate of pay based on the same percentage or fraction of the month as they are normally scheduled to work.

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

**Work on a Holiday.** Bargaining unit members required to work on days recognized as holidays that fall within their regular work schedules shall be entitled, in addition to their regularly scheduled work hours, either to receive compensatory time off or to be paid at the rate of time and one-half (1 ½), and no more.

**Leave Accounts.** A bargaining unit member's leave account shall not be charged for a holiday that occurs during utilization of earned vacation or earned sick leave.

## **Section 6. Bereavement Leave.**

A full-time employee shall be granted three (3) working days of paid bereavement leave for a deceased immediate family member while in Oregon, or four (4) working days if travel out of state is required.

For this section only, immediate family shall be defined as (1) the employee's spouse, domestic partner, child, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-relationship for those family members listed above, (2) a person for whom the employee has been appointed as legal guardian, and (3) other family members who reside permanently with the employee.

Child means the employee's biological, adopted, foster child, stepchild, or legal ward.

Such bereavement leave shall not be charged against any of the employee's leave accounts.

**Section 7. Jury Duty.**

When jury duty service interferes with the work assignment of an employee, the employee shall be entitled to leave with pay for such time. The employee shall immediately notify their supervisor upon being summoned as a juror. To the extent possible, the employee shall attempt to schedule jury duty around work assignments. The employee may keep any money paid by the court for such service. The University may petition for the removal of the employee from jury duty if, in the University's judgment, the operating requirements of the University would be hampered. Upon dismissal from jury service, the employee shall immediately return to their normal duties.

If a night or swing shift bargaining unit member is called to appear for jury duty, the bargaining unit member shall have reasonable release time from their night or swing shift on the day they attend jury duty.

**Section 8. National Guard Duty.**

A bargaining unit member of the National Guard or any reserve component of the United States armed forces is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any training year. If the training time for which the member is called to active duty is no longer than fifteen (15) calendar days, the member may be paid for the first fifteen (15) days only if such time is served to discharge an obligation of annual active duty for training in the military reserve or National Guard.

**Section 9. Unpaid Leave of Absence & Leave Without Pay**

Approved unpaid leaves of absence or leave without pay of up to ninety (90) days shall not be considered a break in service. During this time, bargaining unit members shall continue to accrue seniority and to receive all protections under this agreement.

- a) When a bargaining unit member uses an unpaid leave of absence or leave without pay, the bargaining unit member must first exhaust all vacation leave and compensatory leave balances before being placed on leave.
- b) Employees will not accrue vacation or sick leave while on unpaid leave of absence or leave without pay. As the law requires, the University will continue to pay for the employer's portion of medical and life insurance premiums.

Employees will become eligible for unpaid leave of absence or leave without pay under this Article when employed for at least one hundred eighty (180) days before the first day of leave.

After the leave, an employee will be reinstated to the employee's former job. If the employee's former job has been eliminated, they will be entitled to be reinstated to an available position within the bargaining unit for which they are qualified. Employees must promptly return to work when the circumstances that necessitate their leave end.

Any employee who fails to return from any leave without pay on or before the designated date, or who is absent without authorized leave, or who is a no-call/no-show for four (4) consecutive work days, will be deemed to have resigned and will be considered as a voluntary separation from service. Such voluntary separation of service shall be considered a cause for denying re-employment with the Employer.

When an employee fails to return from any leave without pay on or before the designated date, who has been absent without authorized leave, or who is a no-call/no-show for four (4) consecutive work days, the university will send a letter (certified/return receipt requested) to the employee's address of record, notifying the employee that the employee is deemed to have resigned. The employee will be allowed four (4) business days from the date of postmark to present extenuating circumstances, which shall be considered by the Chief or their designee.

Such absences may be approved retroactively, however, by the Chief or their designee by a subsequent grant of approved leave with or without pay, when extenuating circumstances are found to have existed.

## **ARTICLE 18 – UNIFORMS**

### **Section 1.**

If an employee is required to wear a uniform or carry equipment (including but not limited to outer carriers), the University shall furnish such uniform and/or equipment. The employee shall make restitution to the University for loss or damage to any University-supplied uniform unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of the required uniform and equipment is the employee's responsibility.

The University shall provide newly hired police and public safety officers with a two hundred and twenty-five dollar (\$225) footwear stipend. Furthermore, the University shall provide a stipend of up to two hundred and twenty-five dollars (\$225) every two (2) years for the purpose of purchase/repair/replacement of footwear to maintain appropriate function at the Chief of Police's discretion. Properly maintaining the appearance of footwear is the responsibility of the employee.

### **Section 2.**

Subject to approval by the Chief of Police, an employee may be authorized to substitute personal equipment for the equipment furnished by the University. However, the University shall not be responsible for an employee's personal property, the general upkeep, or for loss or damage that occurs in the line of duty when University-furnished equipment is available.

## **ARTICLE 19 – TRAVEL AND TRAINING**

### **Section 1. Mandatory Training.**

When an employee is assigned to attend a training activity, the University shall reimburse all course registration fees, tuition, and other pre-approved out-of-pocket expenses, in accordance with OSU policy.

The University shall allow employees to receive all training hours required by DPSST to maintain the employee's certificate. Such training shall be considered mandatory training.

## **Section 2. Employee Requested Training**

Employees may request to attend training related to their position. If the Supervisor or Chief of Police approves the training, the employee will be assigned to attend. The University may adjust the employee's schedule to participate in the training to minimize overtime obligations. Assigned training is subject to expense reimbursement as provided in Section 1 above.

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

## **Section 3. Mileage Reimbursement.**

Whenever an employee is authorized to use their vehicle to perform official University duties, they shall be compensated according to OSU policies.

## **Section 4. Expenses.**

An employee traveling on authorized University business and mandatory training (excluding Association business and training) shall receive per diem for meals, mileage, lodging, and airfare per the OSU policies, and when applicable.

Each member of the bargaining unit shall have a career development plan on file to establish a clear path for professional growth and advancement.

## **ARTICLE 20 – SEPARABILITY**

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

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

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

## **ARTICLE 21 – OUTSIDE EMPLOYMENT**

### **Section 1.**

Permission to work at outside employment, including self-employment, while an employee of the University must be approved, in advance, by the Chief of Police or their designee. The employee shall submit a written request for approval of outside employment and agree to adhere to the Employer's policies regarding outside employment and Oregon's government ethics laws and rules. To be approved, the outside employment must:

- a) In no way detract from the efficiency of the employee in University duties.

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

**Section 2.**

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

**Section 3.**

No employee shall be granted a leave of absence to engage in outside employment.

**ARTICLE 22 – PERSONNEL FILES**

**Section 1. Content.**

Personnel records maintained on Department employees may include but are not limited to a list of the positions held, compensation received, performance evaluations, special commendations or awards relating to job performance, notes regarding any disciplinary action(s), and records regarding the payment or administration of benefits. All employees, including those on leave without pay status, must keep the University informed of their current home address and phone number at all times.

**Section 2. Confidentiality.**

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

**Section 3. Response to Disciplinary Material Placed in Personnel File.**

An employee may enter into their personnel records and files such things as comments, explanations, or rebuttals within (30) calendar days of disciplinary material being placed in the personnel file, and such response shall be placed in the employee's personnel file. Materials received prior to the date of employment with the University shall not be subject to the provisions of this section.

**Section 4. Removal From File.**

Letters of reprimand will be removed from an Association member's personnel file after five (5) years unless the requesting employee receives other similar discipline within the retention period. Letters of

reprimand shall not be used for purposes of progressive discipline after three (3) years unless the employee receives subsequent discipline for the same or similar conduct, in which case the three (3)-year period will reset to the date of delivery of the subsequent discipline. (Note: Removal from the file does not preclude continued record keeping for civil purposes or for proving notice of rule.)

## **ARTICLE 23 – TOTALITY OF THE AGREEMENT**

### **Section 1.**

The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals for all matters lawfully subject to collective bargaining. They further acknowledge that this agreement outlines their understandings and agreements and shall constitute the entire agreement between them.

### **Section 2.**

Each Party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively concerning any subject or matter, whether 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. Nothing in this Article precludes the Parties' mutual agreement to alter, amend, supplement, or otherwise modify any of the provisions of this Agreement in writing.

## **ARTICLE 24 – TERM OF AGREEMENT**

### **Section 1.**

This Agreement will become effective upon ratification (full execution of the agreement by signature of all parties to the agreement, which signature will not be unreasonably delayed by any party), and will expire on June 30, 2028.


### **Section 2. Negotiation of Successor Agreement.**

This Agreement shall be automatically renewed from year to year thereafter unless either Party submits an intent to bargain to the other Party on or before October 31 of the year before expiration. Negotiations will begin within sixty days of submitting the intent to bargain unless an alternative date is mutually agreed to between the Parties.


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

Sections of this Agreement that are not reopened by said notices or by subsequent mutual agreement shall automatically become part of any successor Agreement.

**On Behalf of the Employer:**

Signed by:  
  
BB0853EA365E465...


Emily Farrell, Lead Negotiator

DocuSigned by:  
  
E3D28C26356041A...


Scott Southard, Senior ELR Officer

Signed by:  
  
E0F426A3DDE246A...


James Yon, Interim VP for Public Safety  
and Chief of Police Oregon State University

Signed by:  
  
54476F41AB6046B...


Teresa Parker, Dispatch Manager

Signed by:  
  
C1F2514A8F9B4BD...


Mike Harmon, Operations Captain

Signed by:  
  
A80E593D4CEE4BC...

Carla Ho'a, VP for Finance and Administration

Signed by:  
  
4FBE320188AA481...

Amanda Bailey, Interim Chief Human Resources Officer

DocuSigned by:  
  
FF95D7C5E43F428...

Roy Haggerty, Provost

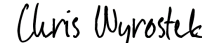
DocuSigned by:  
  
09B46A813F834CB...

Jayathi Murthy, President

**On behalf of OSUDPSSA:**

Signed by:  
  
3E87346D4832497...


Jeremy Conkling, OSUDPSSA General Counsel

Signed by:  
  
D4F4F2E4BC7D470...

Chris Wyrostek, OSUDPSSA General Counsel

Signed by:  
  
5E21DA1F16C048E...

Kevin Hawkins, OSUDPSSA President

DocuSigned by:  
  
0941ECE0DAB74FA...

Scott Geeting, OSUDPSSA Bargaining Team

DocuSigned by:  
  
F67C214043AD498...

Ryan Osuna, OSUDPSSA Bargaining Team

## Certificate Of Completion

Envelope Id: B1A28B3F-3400-43B2-B103-BFC040116CE0

Status: Completed

Subject: Complete with Docusign: DPSSA CBA for Signatures.docx

ProcessID:

Source Envelope:

Document Pages: 30

Signatures: 14

Envelope Originator:

Certificate Pages: 7

Initials: 0

Meg Kilgore

AutoNav: Enabled

Comments: yes

100 Phoenix Drive Suite 111

Envelopeld Stamping: Enabled

Ann Arbor, MI 48108

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

megan.kilgore@oregonstate.edu

IP Address: 128.193.8.57

## Record Tracking

Status: Original

Holder: Meg Kilgore

Location: DocuSign

1/12/2026 3:14:55 PM

megan.kilgore@oregonstate.edu

## Signer Events

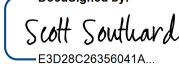
### Signature

### Timestamp

Scott Southard

scott.southard@oregonstate.edu

Security Level: Email, Account Authentication (None), Login with SSO

DocuSigned by:  
  
E3D28C26356041A...

Sent: 1/12/2026 3:55:39 PM

Viewed: 1/12/2026 3:58:18 PM

Signed: 1/12/2026 4:00:39 PM

Signature Adoption: Pre-selected Style

Using IP Address: 128.193.154.233

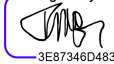
### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jeremy Conkling

jeremy@pslglawyers.com

Security Level: Email, Account Authentication (None)

Signed by:  
  
3E87346D4832497...

Sent: 1/12/2026 4:00:42 PM

Resent: 1/14/2026 11:31:40 AM

Viewed: 1/18/2026 10:19:40 AM

Signed: 1/18/2026 10:20:25 AM

Signature Adoption: Drawn on Device

Using IP Address: 2a04:4e41:4315:e2f5::7415:e2f5

Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 1/18/2026 10:19:40 AM

ID: a6bd7c5b-4df1-40e9-ad45-99d29685a129

Chris Wyrstek

cwyrstek@gmail.com

Security Level: Email, Account Authentication (None)

Signed by:  
  
D4F1F2E4BC7D470...

Sent: 1/18/2026 10:20:29 AM

Resent: 1/21/2026 8:34:24 AM

Resent: 1/22/2026 11:16:39 AM

Resent: 1/23/2026 9:11:35 AM

Viewed: 1/23/2026 9:56:53 AM

Signed: 1/23/2026 8:17:22 PM

Signature Adoption: Pre-selected Style

Using IP Address:

2601:1c2:801:9f50:4105:1c16:a2f7:d63a

### Electronic Record and Signature Disclosure:

Accepted: 1/23/2026 9:56:53 AM

ID: 08c6b93a-a537-4190-a2ae-edd5fb315707

Kevin Hawkins

hawkinskevinc@gmail.com

Security Level: Email, Account Authentication (None)

Signed by:  
  
5E21DA1F16C048E...

Sent: 1/23/2026 8:17:24 PM

Viewed: 1/23/2026 10:12:42 PM

Signed: 1/23/2026 10:14:01 PM

Signature Adoption: Drawn on Device

Using IP Address:

2607:fb90:33ab:d385:f4ef:d6db:bddc:ac93

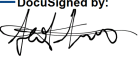
Signed using mobile

### Electronic Record and Signature Disclosure:

**Signer Events****Signature****Timestamp**

Accepted: 1/23/2026 10:12:42 PM  
 ID: 7c210777-dabe-4fdc-a673-2d4ca1b04e81

Scott Geeting  
 scottgeeting@yahoo.com  
 Security Level: Email, Account Authentication  
 (None)

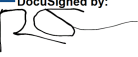
DocuSigned by:  
  
 0941ECE0DAB74EA...

Sent: 1/23/2026 10:14:04 PM  
 Resent: 1/29/2026 10:49:55 AM  
 Resent: 1/29/2026 12:35:22 PM  
 Viewed: 1/29/2026 12:36:04 PM  
 Signed: 1/29/2026 12:37:07 PM

Signature Adoption: Drawn on Device  
 Using IP Address:  
 2600:100f:b11d:3c6:2840:71ff:fe62:80e  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/16/2022 5:01:18 PM  
 ID: d2520d1c-34cc-445e-91d9-60c848ecbfd7

Ryan Osuna  
 osuna.ryan@gmail.com  
 Security Level: Email, Account Authentication  
 (None)

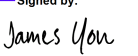
DocuSigned by:  
  
 F67C214043AD498...

Sent: 1/29/2026 12:37:10 PM  
 Viewed: 1/30/2026 12:36:25 AM  
 Signed: 1/30/2026 10:13:25 AM

Signature Adoption: Drawn on Device  
 Using IP Address:  
 2601:1c0:8500:2020:15a3:ee13:4107:4aba  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/30/2026 12:36:25 AM  
 ID: 8e21db4c-6e02-46f5-9b65-2ac3bdc2449e

James Yon  
 james.yon@dps.oregonstate.edu  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 E0E426A3DDF246A...

Sent: 1/30/2026 10:13:29 AM  
 Resent: 1/30/2026 3:29:43 PM  
 Viewed: 1/30/2026 3:31:34 PM  
 Signed: 1/30/2026 3:32:00 PM

Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2601:1c0:8001:b840:7081:433e:2751:c5cf

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/30/2026 3:31:34 PM  
 ID: 7b310609-5655-4107-9058-0db8cbea7259

Teresa Parker  
 teresa.parker@dps.oregonstate.edu  
 Security Level: Email, Account Authentication  
 (None)

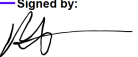
Signed by:  
  
 54475F41AB6046B...

Sent: 1/30/2026 3:32:04 PM  
 Viewed: 1/30/2026 4:56:18 PM  
 Signed: 1/30/2026 4:56:33 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 128.193.8.108

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/30/2026 4:56:18 PM  
 ID: 464f4d47-6622-47d8-bb0e-03c907ae6d12

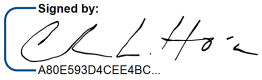
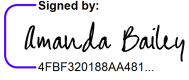
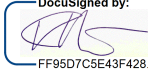

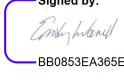
Michael Harmon  
 michael.harmon@dps.oregonstate.edu  
 Security Level: Email, Account Authentication  
 (None)

Signed by:  
  
 C1F2514A8F9B4BD...

Sent: 1/30/2026 4:56:36 PM  
 Viewed: 1/30/2026 6:41:25 PM  
 Signed: 1/30/2026 6:41:53 PM

Signature Adoption: Drawn on Device  
 Using IP Address: 12.138.13.120  
 Signed using mobile

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/30/2026 6:41:25 PM  
 ID: 00e8b738-512f-4397-8662-6eef3f1fc0c8

Signer Events	Signature	Timestamp
<p>Carla L. Ho'a  carla.hoa@oregonstate.edu  Vice President for Finance and Administration   CFO  Oregon State University  Security Level: Email, Account Authentication (None), Login with SSO</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>Signed by:    A80E593D4CEE4BC...</p> <p>Signature Adoption: Drawn on Device  Using IP Address: 128.193.8.59</p>	<p>Sent: 1/30/2026 6:41:57 PM  Viewed: 2/2/2026 7:57:05 AM  Signed: 2/2/2026 8:03:15 AM</p>
<p>Amanda Bailey  amanda.bailey@oregonstate.edu  Security Level: Email, Account Authentication (None), Login with SSO</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>Signed by:    4FBF320188AA481...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 128.193.8.56</p>	<p>Sent: 2/2/2026 8:03:20 AM  Viewed: 2/2/2026 8:42:47 AM  Signed: 2/4/2026 4:19:01 PM</p>
<p>Roy Haggerty  roy.haggerty@oregonstate.edu  Provost  College of Science  Security Level: Email, Account Authentication (None), Login with SSO</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 4/25/2017 2:10:25 AM  ID: 7519998f-0d98-4fe0-bd94-0435d7a09f59</p>	<p>DocuSigned by:    FF95D7C5E43F428...</p> <p>Signature Adoption: Uploaded Signature Image  Using IP Address: 128.193.8.56</p>	<p>Sent: 2/4/2026 4:19:05 PM  Viewed: 2/4/2026 5:53:27 PM  Signed: 2/4/2026 5:54:10 PM</p>
<p>Jayathi Murthy  jayathi.murthy@oregonstate.edu  President  President, Oregon State University  Security Level: Email, Account Authentication (None), Login with SSO</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p>DocuSigned by:    09B46A813F834CB...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 128.193.8.61</p>	<p>Sent: 2/4/2026 5:54:13 PM  Viewed: 2/7/2026 10:13:00 AM  Signed: 2/10/2026 12:07:30 PM</p>
<p>Emily Farrell  efarrell@lcog-or.gov  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 2/10/2026 12:21:04 PM  ID: 1a0587e5-e1fc-496a-8c8c-d6abcbd1706e</p>	<p>Signed by:    BB0853EA365E465...</p> <p>Signature Adoption: Uploaded Signature Image  Using IP Address: 208.85.234.160</p>	<p>Sent: 2/10/2026 12:07:34 PM  Viewed: 2/10/2026 12:21:04 PM  Signed: 2/10/2026 12:21:55 PM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	Status	Timestamp
<b>Agent Delivery Events</b>	Status	Timestamp
<b>Intermediary Delivery Events</b>	Status	Timestamp
<b>Certified Delivery Events</b>	Status	Timestamp

**Carbon Copy Events****Status****Timestamp**

Scott Southard  
 scott.southard@oregonstate.edu  
 Security Level: Email, Account Authentication  
 (None)

COPIED

Sent: 2/10/2026 12:21:58 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	1/12/2026 3:55:39 PM
Envelope Updated	Security Checked	1/23/2026 9:11:35 AM
Envelope Updated	Security Checked	1/23/2026 10:55:57 AM
Envelope Updated	Security Checked	1/23/2026 10:55:57 AM
Envelope Updated	Security Checked	1/29/2026 12:35:21 PM
Envelope Updated	Security Checked	1/29/2026 12:35:21 PM
Envelope Updated	Security Checked	1/30/2026 3:29:42 PM
Envelope Updated	Security Checked	1/30/2026 3:29:42 PM
Envelope Updated	Security Checked	1/30/2026 3:29:42 PM
Certified Delivered	Security Checked	2/10/2026 12:21:04 PM
Signing Complete	Security Checked	2/10/2026 12:21:55 PM
Completed	Security Checked	2/10/2026 12:21:58 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Internet2 OBO Oregon State University (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$25.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Internet2 OBO Oregon State University:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [PublicRecords@oregonstate.edu](mailto:PublicRecords@oregonstate.edu)

**To advise Internet2 OBO Oregon State University of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [PublicRecords@oregonstate.edu](mailto:PublicRecords@oregonstate.edu) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Internet2 OBO Oregon State University**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [PublicRecords@oregonstate.edu](mailto:PublicRecords@oregonstate.edu) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Internet2 OBO Oregon State University**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [PublicRecords@oregonstate.edu](mailto:PublicRecords@oregonstate.edu) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li></ul>

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul> |
|--|---|

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Internet2 OBO Oregon State University as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Internet2 OBO Oregon State University during the course of my relationship with you.