

1 UNITED ACADEMICS PROPOSAL

2
3 HEALTH AND SAFETY, FACILITIES, AND WORK SPACES

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5 **Section 1.** ~~Oregon State University~~ **The Employer** is committed to a work environment where
6 faculty members have a healthy and safe workplace. Faculty members shall immediately report
7 any workplace health and safety or other maintenance issues to the appropriate contact person
8 and/or their immediate supervisor. University environmental, health or safety concerns should be
9 reported to the university’s Environmental Health and Safety Office.

10
11 ~~Employees~~ **Faculty members** who report suspected issues in good faith shall be protected from
12 retaliation.

13
14 **Faculty members shall receive all necessary health and safety education and/or trainings**
15 **appropriate to their job duties.** Health and safety education and training is available through the
16 Environmental Health and Safety Office.

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18 **Section 2. Facilities and Equipment.** The Employer will make reasonable efforts to furnish and
19 maintain in safe working condition the buildings, work spaces, furnishings, and tools and
20 equipment necessary to carry out assigned work duties.

21
22 **Basic provisions for a suitable work space are specific to the job duties of faculty members.**
23 **Basic provisions include, but are not limited to:**

- 24
- 25 • facilities that are clean, safe, and have basic working amenities such as safe drinking
 - 26 water and restrooms;
 - 27 • office space and furnishings appropriate to the faculty member’s job duties;
 - 28 • basic classroom equipment necessary to deliver instruction;
 - 29 • access to a private meeting space sufficient for meeting with students and/or other
 - 30 employees;
 - 31 • laboratory and research spaces that are safe, secure, and in good working order with
 - 32 reliable power;
 - 33 • all equipment and storage spaces necessary to comply with all provisions of the OSU
 - 34 Safety Policy and Procedures Manual;

35
36 **All faculty members will have access to a computer with necessary software to perform their job**
37 **duties, including network access and IT support.**

38
39 **The Employer shall preemptively notify all affected faculty members of any potentially**
40 **hazardous chemicals being used on buildings and/or grounds that faculty come into contact with.**

41
42 **The provisions in this Article apply to all university locations utilized by faculty members in the**
43 **course of their assigned work, including branch campuses, extension offices, experimental**
44 **stations, and research labs.**

1 **Section 3. Hazardous and Dangerous Work.** Abnormally hazardous or dangerous tasks shall
2 be defined as any tasks that are objectively identifiable as having an imminent threat to life and
3 health, and/or constitute significant physical risks well beyond the usual scope of the faculty
4 member's assigned job duties.

5
6 A faculty member shall not be assigned an abnormally hazardous or dangerous task.
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8 Any faculty member who believes they have been assigned an abnormally hazardous or
9 dangerous task shall immediately notify the appropriate contact person and/or their immediate
10 supervisor of the elements of the task they consider abnormally hazardous or dangerous.
11

12 The supervisor may either choose to reassign the faculty member to other work or have the task
13 evaluated by the Environmental Health and Safety Office.
14

15 If the Environmental Health and Safety Office agrees the task is abnormally hazardous or
16 dangerous, then the supervisor must take appropriate steps to remedy the situation before re-
17 assigning the task.
18

19 If the Environmental Health and Safety Office does not find the work abnormally hazardous or
20 dangerous, the faculty member may be asked to complete the task as directed. In such cases,
21 further failure to perform the task may subject the employee to discipline procedures as outlined
22 in Article XX.
23

24 **Section 4. Insurance.** Damaged, destroyed, stolen, or lost university property will be repaired
25 or replaced as soon as practicable at the expense of the Employer. Risk Services will work
26 directly with the affected faculty member to coordinate the repair or replacement of property.
27

28 **Section 5. Committee on Deferred Maintenance.** There will be a committee consisting of
29 representatives from both Employer and United Academics, with at least one representative each
30 from the Corvallis campus, OSU-Cascades, Hatfield Marine Science Center, as well as at least
31 one bargaining unit member who works primarily in extension and/or a remote research center.
32 Representatives from SEIU and CGE will also be invited to join this committee.
33

34 This committee will produce binding recommendations for prioritization of maintenance issues
35 and facilities work to guide the completion of the deferred maintenance backlog.
36

37 **Section 6. Transfer of Faculty Work Space or Location.** Unless there is mutual agreement to
38 the contrary or an emergency situation, the Employer must provide at least one academic term's
39 notice when moving a faculty member's office or lab within a given OSU campus or location
40 and/or a significant alteration is planned to their work space. The faculty member shall be
41 consulted to ensure their job duties can be satisfactorily performed in the new or altered work
42 space.
43

44 A faculty member may not be forced to relocate to another campus or location unless such a
45 move is clearly within the requirements of their job duties and/or the faculty member agrees to
46 such a transfer.

1 UNITED ACADEMICS PROPOSAL

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3 MANAGEMENT RIGHTS

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5 A.—Except as explicitly abridged by this Agreement, all powers, rights, and authorities of
6 Oregon State University are reserved by the University Employer, and the University Employer
7 retains sole and exclusive control over any and all matters in the operation, management, and
8 administration of the University. ; the control of its properties and the maintenance of order and
9 efficiency of the workforce; and authority to exercise those rights and powers by making and
10 implementing those decisions with respect to those rights and powers. In order to operate its
11 business and except as expressly and explicitly limited or restricted by a provision of this
12 Agreement, the University reserves and retains exclusively, any and all management rights,
13 prerogatives, and privileges previously vested in or exercised by the University, and the
14 unqualified right to place any or all such rights into effect. Such rights and powers include, but
15 are not limited to, the exclusive right and power:

- 16 1. to determine the mission of the University, its organizational structure, and the methods
17 and means necessary to fulfill that mission;
- 18 2. to adopt and amend budgets and make budgetary allocations and reallocations affecting
19 the University as a whole or any of its departments or units;
- 20 3. to establish qualifications, appoint, and determine the appointment fractions and duration
21 of employment upon appointment for all faculty and bargaining unit members, including
22 whether employees will be reappointed, and if so, the terms and conditions governing
23 such reappointment;
- 24 4. to determine the number of faculty to be appointed;
- 25 5. to determine, assign, and schedule the type of services to be performed by faculty or by
26 others, including the location of such services or work;
- 27 6. to establish, modify, combine, or eliminate positions;
- 28 7. to determine the number, location or relocation of facilities, buildings and rooms, and
29 ancillary facilities such as parking lots, including the policies regarding the use of such
30 buildings, rooms, and facilities;
- 31 8. to discipline, suspend, dismiss, non-renew, and reappoint faculty and other employees;
- 32 9. to supervise, train, and evaluate faculty and other employees;
- 33 10. to determine materials and equipment to be utilized by faculty and the methods and
34 means by which work shall be performed and services provided;
- 35 11. to establish quality and performance standards rules for faculty;
- 36 12. to adopt and enforce policies, rules, and regulations, including rules and regulations
37 governing tuition waivers, human resources functions, and the work, training, and
38 conduct of faculty; and
- 39 13. to perform all other functions inherent in the administration, management, and control of
40 the University.

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

1 UNITED ACADEMICS PROPOSAL

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3 NO STRIKE, NO LOCKOUT

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5 **Section 1.** Neither ~~the Union~~ **United Academics**, nor any bargaining unit **faculty** member, will
6 engage in a strikes, work stoppage, slowdowns or sympathy strikes during the term of this
7 Agreement. No officer or representative of ~~the Union~~ **United Academics** shall authorize,
8 instigate, aid, or condone any such activities by bargaining unit **faculty** members.
9

10 ~~The Union~~ **United Academics** further agrees that it will take reasonable steps to induce
11 employees engaged in a strike or work stoppage in violation of the terms of this Agreement to
12 return to work; such ~~reasonable~~ **steps** include ~~the Union~~ **United Academics**, through its
13 ~~officials~~ **President**, ~~to~~ disavow~~ing~~ in writing any such action or interference and advise~~ing~~ in
14 writing that **bargaining unit faculty members** engaged in such activity return to work and
15 immediately cease the violation. **Bargaining unit faculty members** who violate this Article may
16 be subject to disciplinary action under the terms of this Agreement.
17

18 **Section 2.** The ~~University~~ **Employer** agrees not to institute a lockout during the term of this
19 Agreement.
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21 **Section 3.** This Article shall not be construed as requiring the university to stay in continuous
22 operation.

1 UNITED ACADEMICS PROPOSAL

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3 NOTICES

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5 Unless otherwise provided in this Agreement, the ~~University Employer~~ and ~~UAOSU~~ **United**
6 **Academics** will send all customary or required notices or communications either by delivery in
7 person, or by First Class U.S. Mail addressed as follows below. Email may be used, provided
8 that a copy is delivered by the aforementioned means.

9 **For the ~~Union~~ **United Academics****

10 ~~{Contact Title}~~

11 **President**

12 United Academics of Oregon State University

13 ~~{Address}~~

14 **760 SW Madison Ave, #200**

15 ~~{Address}~~

16 Corvallis, OR 97333

17
18 **For the ~~University~~ **Employer****

19 University Provost

20 Oregon State University

21 624 Kerr Administration Building

22 Corvallis, OR 97333

1 **UNITED ACADEMICS PROPOSAL**

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3 **PARTIES**

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5 This Collective Bargaining Agreement is entered into between Oregon State University
6 (“~~University~~ **Employer**”) and United Academics of Oregon State University AAUP/AFT, AFL-
7 CIO (“~~Union~~ **United Academics**”).

1 UNITED ACADEMICS PROPOSAL

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3 RECOGNITION

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5 Pursuant to the **certification by the** Oregon Employment Relations Board ~~order of representation~~
6 ~~in case RC-006-18~~ issued on June 27, 2018, Oregon State University (“University”) recognizes
7 United Academics of Oregon State University, AAUP/AFT, AFL-CIO (“Union”) as the
8 exclusive bargaining representative for ~~the purpose of collective bargaining of the bargaining~~
9 ~~unit, described as:~~ all faculty employed by Oregon State University with rank (including those on
10 Academic Wage Appointments), ~~specifically: Professor; Associate Professor; Assistant~~
11 ~~Professor; Clinical Professor; Associate Clinical Professor; Assistant Clinical Professor;~~
12 ~~Professor of Practice; Associate Professor of Practice; Assistant Professor of Practice; Senior~~
13 ~~Instructor II; Senior Instructor I; Instructor; Senior Lecturer II; Senior Lecturer I; Lecturer;~~
14 ~~Senior Research Assistant II; Senior Research Assistant I; Research Assistant; Senior Research~~
15 ~~Associate II; Research Associate I; Research Professor; Research Associate Professor; Research~~
16 ~~Assistant Professor,~~ as well as PostDoctoral Scholars and PostDoctoral Fellows, but excluding:
17 (1) confidential employees; (2) faculty employed as a president, vice president, provost, vice
18 provost, dean, associate dean, assistant dean, head or equivalent position; (3) faculty employed in
19 an administrative position without reasonable expectation of teaching, research or other scholarly
20 accomplishments; (4) unclassified employees with No Rank; (5) faculty who are not considered
21 supervisory under ORS 243.650(23)(c)(C), but supervise other faculty with rank (including those
22 on Academic Wage Appointments), Post-Doctoral Scholars, and/or Post-Doctoral Fellows.

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24 **Section 2.** The parties agree the work currently assigned to bargaining unit employees is
25 bargaining unit work and cannot be assigned to non-bargaining unit employees.
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UNITED ACADEMICS PROPOSAL

SAVINGS

Section 1. 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 any 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 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.

Section 2. Upon request by either Party, the illegal or invalidated part(s) or provision(s) shall be reopened for negotiation ~~when required by law.~~