

1 **ARTICLE 8 – UNION RIGHTS**

2  
3 **Section 1**

4 Employees Graduate Employees covered by this Agreement are at all times entitled to act  
5 through a union representative according to their Weingarten Rights and in grieving any  
6 violation of a provision of this Agreement under Article 18, ~~Grievance Procedures.~~

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8 **Section 2 – Authorized Representatives**

9 The Union will provide in writing to the Office of Human Resources a list of authorized  
10 representatives empowered to speak and act on behalf of the Union.

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12 **Section 3 – Shop Stewards**

13 The Union shall designate ~~up to thirty (30)~~ members as Stewards who are empowered to  
14 represent employees Graduate Employees in grievance or disciplinary proceedings when  
15 requested by the employees Graduate Employees. The Union shall provide the University with a  
16 list of current Stewards. Stewards shall be allowed to investigate and process grievances and  
17 represent employees Graduate Employees at grievance proceedings without loss of pay. The  
18 Steward shall notify their supervisor, in advance, of the need to take leave to represent an  
19 employee Graduate Employee. If such leave would interfere with the Steward’s regularly  
20 assigned tasks, the supervisor shall make arrangements for such leave to be accommodated  
21 within forty-eight (48) hours. If such a delay affects meeting a timeline, the parties agree to  
22 extend the timeline.

23  
24 **Section 4 – Release Time**

25 The University shall provide ~~thirty-two (32)~~ one hundred (100) hours of release time, without  
26 loss of pay, each fiscal year, to be divided, at the Union’s discretion, among its officials, to  
27 attend union functions, provided that the official has notified their supervisor. ~~and the Office of~~  
28 ~~Human Resources no less than thirty (30) days in advance of the leave. The official will arrange,~~  
29 ~~if~~ If necessary, ~~for the employing unit will arrange~~ a substitute acceptable to their supervisor, to  
30 perform their official duties during such leave, or the official will arrange to complete the work at  
31 another time, whichever is appropriate. Substitute work will be compensated in accordance with  
32 Article 11-~~Salary.~~

33  
34 **Section 5 – Union Dues**

- 35 (a) The University recognizes the Union membership categories of “Member” and “Associate  
36 Member.” Upon sixty (60) days written notice from the Union, the University agrees to  
37 recognize new union categories of membership.  
38 ~~(b) The Union agrees that dues for each membership category will be either a flat dollar amount~~  
39 ~~or a single percentage of pay.~~  
40 (b) The Union will provide the Office of Human Resources written notification of its intent to  
41 change membership dues deduction rates no later than the 10th of the month for the new  
42 rate to take effect within the same month. Notice of intent to change membership dues  
43 deduction rates filed after the 10th of the month will take effect the following month. “Filed”

44 for the purposes of change in membership dues deduction rates shall mean postmarked  
45 (dated by meter or U.S. Post Office), or hand delivered receipt.

46 (cd) The University, upon written authorization from an ~~employee~~ Graduate Employee, will  
47 deduct union dues from the ~~employee's~~ Graduate Employee's regular monthly salary. This  
48 authorization shall include a statement directing the University to inform the Union of the  
49 name of the ~~employee~~ Graduate Employee and the amount deducted each month. The  
50 amount to be deducted shall be certified by the Union to the University. The sum of all  
51 monies deducted shall be remitted to the Union within thirty (30) days.

52 (de) The University agrees that once authorized by a Graduate Employee, dues deduction  
53 authorization will remain in effect as long as the Graduate Employee retains Graduate  
54 Employee status; and may be revoked only upon cessation of Graduate Employee status, or  
55 upon thirty (30) days written notice. The Union agrees that its dues deduction authorization  
56 cards will clearly inform Graduate Employees that once authorized, dues deductions will  
57 remain in effect as long as the Graduate Employee retains Graduate Employee status; and  
58 may be revoked only upon cessation of Graduate Employee status, or upon thirty (30) days  
59 written notice. The parties agree that dues will not be deducted from pay earned for  
60 employment in a status other than as a Graduate Employee.

61 (ef) It is understood that notifications from the Union to start or stop dues deductions received  
62 after the 10th of the month may take effect the following month unless the 10th falls on a  
63 Saturday or Sunday, in which case the start or stop date will fall on the following Monday.

64 (fg) The University will conduct an audit of Graduate Employee payroll deductions at least once  
65 per term. In the event that membership dues are not deducted from a Graduate Employee's  
66 paycheck, the University will act according to the number of months in which membership  
67 dues were not deducted:

- 68 i. If one (1) month's membership dues are not deducted, the deduction will be spread out  
69 over the ~~employee's~~ Graduate Employee's next two (2) paychecks, creating a one-and-  
70 a-half (1 ½) deduction for each of those months.
- 71 ii. If two (2) or more month's membership dues are not deducted due to an administrative  
72 error, the University will notify the ~~employee~~ Graduate Employee of the error and will  
73 allow the ~~employee~~ Graduate Employee to choose to spread the missed dues  
74 deductions over as many pay periods as desired, up to the remainder of the appointment  
75 period.

76  
77 Section 6 – Access

78 Union representatives named in Sections 2 and 3 of this article shall be allowed reasonable  
79 contact with Graduate Employees at University facilities ~~as long as such contact does not~~  
80 ~~interfere with safety and the normal flow of work.~~

81  
82 Section 7 – Use of University Facilities

83 The Union may use University facilities for union activities according to current building use  
84 policies applicable to non-campus groups. The Union will be eligible for the same rate of  
85 discount and remittance as formally recognized university student organizations. The Union  
86 agrees to not use any university insignia on its event/activity promotions unless a mutually

87 agreed upon partnership has been reached on said event/activity. The Union is responsible for  
88 ensuring availability, making all necessary arrangements, and paying all necessary fees.

89

90 Section 8 – Bulletin Boards

91 At the request of the Union, the The University shall allow the use of reasonable and prominent  
92 and accessible bulletin board space, in each department which employs Graduate Employees  
93 employing unit for the purpose of communicating with employees Graduate Employees. Union  
94 ~~material shall not be displayed in the work area except on the authorized bulletin board space.~~  
95 Only those representatives identified under Sections 2 and 3 of this article shall have authority  
96 to post information on the authorized bulletin board space. Employing units are required to work  
97 with representatives identified under Sections 2 and 3 of this article to determine placement of  
98 bulletin boards.

99

100 Section 9 – E-Mail

101 Union representatives and bargaining unit employees shall be allowed to use the University's  
102 electronic mail system for union business in accordance with the following conditions:

- 103 (a) The Union's use of the University e-mail shall not be more restrictive than recognized  
104 campus organizations.
- 105 (b) Use of the University e-mail system shall be on the employee's Graduate Employee's  
106 non-work time.
- 107 (c) The Union, its representatives, and bargaining unit employees agree to abide by the  
108 University's Acceptable Use Policy in effect on July 1, 2012.
- 109 (d) The Union will hold the Employer harmless against any lawsuits, claims, complaints  
110 or other legal or administrative actions where action is taken against employer, union  
111 or its agents (including union staff, union officers and stewards) regarding any  
112 communications or effect of any communications that are a direct result of use of e-  
113 mail under this article. The Oregon State University System shall not bar the free  
114 transmission of electronic mail between union electronic mail servers and OSU  
115 electronic mail servers.

116

117 Section 10 – Orientation

118 ~~Upon receiving at least seven (7) days in advance a request from the Union that a~~  
119 ~~representative desires to attend a departmental or college-level new Graduate Employee~~  
120 ~~orientation, the orientation sponsor will provide the representative with fifteen (15) minutes on~~  
121 ~~the agenda. The union representative will be informed of the time and location of their~~  
122 ~~presentation and will be allowed to distribute union material.~~

123

124 ~~If the department does not conduct a new Graduate Employee orientation, a union~~  
125 ~~representative may request to meet with the new employees who are in the bargaining unit. The~~  
126 ~~department will provide meeting space according to current building use policies as long as the~~  
127 ~~space is available and scheduling has occurred in accordance with department policies or~~  
128 ~~guidelines. Subject to prior supervisory approval(s) and operational needs regarding scheduling,~~  
129 ~~the employee(s) will be permitted to meet with a union representative on work time. The new~~

130 ~~employee orientation will be scheduled for fifteen (15) minutes; with the employer's and the~~  
131 ~~employees' consent, the meeting can be extended to thirty (30) minutes.~~

132  
133 The Union will be invited to all employing unit new Graduate Employee orientations, and the  
134 orientation sponsor will provide the Union representative with ninety (90) minutes on the  
135 agenda. The Union representative will be informed of the time and location of their presentation  
136 within the employing unit's new Graduate Employee orientation no later than ten (10) business  
137 days beforehand, where the Union representative will be allowed to distribute Union material.  
138 Unless authorized by the Union representative delivering an orientation, no supervisors are  
139 permitted to be present for the Union's portion of the orientation. If the employing unit does not  
140 conduct a new Graduate Employee orientation, a meeting will be scheduled by the employing  
141 unit with the new Graduate Employees in the bargaining unit and a Union representative. The  
142 employing unit will provide meeting space and schedule at least ninety (90) minutes for the  
143 meeting.

144  
145 Section 11 – Voluntary Contributions to the Union's Committee on Political Education (COPE)

146 Fund

147 Upon written authorization from the employee Graduate Employee, the University will deduct a  
148 voluntary contribution of \$5.00 per month from the employee's Graduate Employee's salary.  
149 Such authorization shall include a statement authorizing the University to inform the Union of  
150 the name of the employee Graduate Employee requesting the deduction. The sum of all monies  
151 deducted along with the names of the contributors shall be remitted to the Union monthly at the  
152 same time union dues are remitted. An employee Graduate Employee who terminates this  
153 voluntary contribution may not reinstate such deductions prior to the beginning of the next  
154 academic year.

155  
156 Section 12 – Information

157 (a) As a condition of appointment to a Graduate Employee position determined to be in the  
158 bargaining unit, or upon reappointment of a currently appointed Graduate Employee to a  
159 position determined to be in the bargaining unit, the Graduate Employee will be required to  
160 sign a consent authorizing the University to disclose to the Union the employee's Graduate  
161 Employee's FTE (Full Time Employment Fraction) and bargaining unit status. Additionally,  
162 bargaining unit Graduate Employees will be required asked to sign a release authorizing the  
163 University to provide their salaries to the Union. The University will provide the Union with  
164 draft language of these authorizations to be approved by the Union prior to delivering them  
165 to Graduate Employees. These consents shall remain in effect only while the Graduate  
166 Employee is in a bargaining unit position.

167 (b) The University will provide the Union the with up-to-date directory information. The following  
168 directory information will be provided each month for all bargaining unit Graduate  
169 Employees who have not suppressed their directory information: Name, current mailing  
170 address and telephone number, email address, employing ~~department~~ unit, campus office  
171 building and room number address, funding source type, student identification number, and  
172 when available assignment as a Graduate Teaching Assistant or Graduate Research

173 Assistant; and, for those Graduate Employees who have signed a consent to release,  
174 bargaining unit status, salary, and FTE.

175 (c) Within ~~ten (10)~~ (30) days from the beginning of classes for each term **employment**, the  
176 University will provide the Union with **up-to-date** directory information of Graduate  
177 Employees not in the bargaining unit who have not suppressed their directory information.

178 (d) The University reserves the right to charge the Union actual costs for providing information  
179 requested in addition to the provisions of paragraphs (b) and (c) above.

180 ~~(e) Upon receipt of an annual written request from the Union, the Office of Human Resources~~  
181 ~~will make available to the Union a list of work locations that are provided by the employing~~  
182 ~~departments. The University is not required to create or maintain a list of work locations and~~  
183 ~~failure to provide the information will not constitute a violation of this agreement.~~

184

#### 185 Section 13 – Indemnity

186 The Union agrees to indemnify and hold the employer harmless against any and all claims,  
187 damages, suits, judgments or other forms of liability which may arise out of any action taken or  
188 not taken by the **employer** ~~Employer~~ for the purpose of complying with the provisions of this  
189 Article.