

Tentative Collective Bargaining Agreement

Between
Graduate Researchers United
and
Oregon Health Science University

25 February 2020

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1 Preamble

This Agreement is made and entered into by and between the Oregon Health & Science University (“OHSU”), and the Graduate Researchers United, American Federation of State, County and Municipal Employees Local 402 (the “Union”), for the purpose of addressing the terms and conditions of employment for represented members of the bargaining unit as certified by the Employment Relations Board (“GRs”). It is the parties’ intent with this Agreement to provide GRs with a framework to have input into and enhance their employment experience at OHSU.

The parties acknowledge and recognize that GRs are primarily students and that their employment status is contingent upon and arises out of the GRs’ standing as a student in an OHSU PhD program and the awarding of a stipend by OHSU. Whenever student status or a stipend is terminated (whether by a GR or OHSU), the individual is no longer a member of the bargaining unit and has no rights under this Agreement, and OHSU has no obligations to the individual under this Agreement or as an employee. However, nothing in this provision is intended to deprive the Union or the GR of their right to challenge non-student, employment-related disciplinary actions under the terms of this Agreement.

2 Recognition

OHSU recognizes the Union as the exclusive representative of the bargaining unit certified by the Employment Relations Board in Case RC-012-18: “All OHSU graduate students seeking PhD degrees who receive stipends, excluding supervisors, confidential employees, and managerial employees.” For the purpose of this recognition clause, “OHSU graduate students” does not include those enrolled in a joint program with another institution and receiving stipends from the other institution or on a clinical rotation from other schools.

3 Scope of Agreement

In light of the GRs' continuing and primary role as students, the parties acknowledge that this Agreement does not address the GRs' rights, responsibilities or standing as students or OHSU's obligations to GRs as students, which remain unaltered by this Agreement. Because GRs will always be students while covered by this Agreement, all OHSU student-related policies, procedures, rules, protocols, practices or the like shall continue to apply to GRs. This Agreement does not address academic matters generally or as applied to individual GRs as students. This Agreement does not abridge and OHSU retains sole and exclusive control over all academic and student-related matters as they relate to GRs, including but not limited to:

1. Any exercise of academic judgment;
2. Any matters concerning:
 - (a) admissions;
 - (b) courses, curriculum, and instruction;
 - (c) the content of courses, instructional materials and methods;
 - (d) the nature and the form of course and research assignments required including examinations and other student effort;
 - (e) class size;
 - (f) grading policies and practices; and
 - (g) student discipline or dismissal;
3. All academic policies, procedures, rules and regulations in reference to GRs' status as students and all questions of academic standing or intellectual integrity;
4. Any matter relating to OHSU academic programs;
5. Academic evaluations and determinations of GRs' progress as students, including the fulfillment of degree requirements.
6. The decision to award a stipend and development and implementation of stipend policies.

Nothing in this Agreement shall be construed or applied to limit any of the foregoing authority or prerogatives of OHSU on the foregoing subjects. Notwithstanding the above, nothing in this article is intended to waive or limit the ability of the Union to bargain over mandatory subjects of bargaining or the impacts of changes by OHSU that impact mandatory subjects of bargaining or to enforce the express provisions of this Agreement.

4 Union Rights

4.1 Protected Activities

GRs may engage in protected Union activities without interference, restraint, or coercion from OHSU or its agents, supervisors, managers, or departmental administrators.

4.2 Union Representatives

GRU will select certain up to 8 GRs as designated representatives to engage in such activities as permitted by 2019 HB 2016, section 3. The GRU shall provide notice in writing to the Human Resources Director of designations of such representatives. Representatives will be permitted to engage in such activities as permitted by 2019 HB 2016, section 3 and any other applicable laws or provisions of this agreement, without loss of pay. The designated representatives will schedule union activities at times that will not have a significant adverse impact on any activities of their lab, project, or research area or that of persons with whom they are meeting.

4.2.1 Access

Union representatives (including GRs and AFSCME Representatives) will be allowed reasonable access to GRs and to meet with GRs regarding matters affecting their employment. Such visits are not to interfere with the normal flow of research activities.

4.3 Union Stewards

GRU will select up to 24 GRs who will be available to represent other GRs during investigatory interviews, through the grievance process, and other processes. These Stewards are not representatives of the union in any other capacity. GRU shall immediately notify the Human Resources Director for Central Services or their designee of the names of Stewards upon their selection and the area(s) each Steward represents.

4.4 Use of Campus Mail

Union communications allowed under this paragraph refer exclusively to official Union communications from bona fide Union representatives. GRU shall be allowed the use of the campus mail under the following circumstances, and will coordinate any such mailing with a management representative in the mailroom to lessen the impact on the mailroom:

1. Communicating to Union representatives (officers, committee members, stewards and navigators) not to exceed ten percent (10%) of the bargaining unit membership based on membership census as determined each July 1st.

2. Communicating with new GRs within four (4) months of their matriculation date, provided that said communications occur in bulk once every academic quarter.
3. To communicate on an individual basis with a GR regarding such materials as a membership card, grievance form, or reimbursement check.

4.5 Use of OHSU's Electronic Mail

GRU shall be allowed to contact GRs and OHSU representatives through OHSU's electronic mail system at any time for any lawful purpose.

4.6 Negotiating Team

Before contract negotiations begin, GRU will nominate up to six (6) GRs to the bargaining team. Negotiating team members will be allowed to attend negotiations sessions with OHSU, including joint training and caucuses occurring during such sessions, without loss of pay. Negotiating team members may be selected from any of the schools represented by GRU. OHSU recognizes that GRs representing GRU during the process of negotiations are acting on behalf of GRU as members.

4.7 FERPA

The parties understand that some university records are considered "education records" and subject to confidentiality obligations of the federal Family Educational Rights and Privacy Act (FERPA). To accommodate these confidentiality concerns and the Union's request for such information, OHSU will provide to newly matriculated students a consent to disclose certain information to the Union that shall include disclosure of the GR's name, educational program, deducted union dues and fees, employment identification number, title, current status and the following contract information: university, cellular, and home phone numbers and university and personal email addresses and mailing addresses (to the extent such information is provided to OHSU).

OHSU will deliver the information to the Union only for GRs who have consented. Information about GRs provided to the Union by OHSU will be used by the Union only for the internal business of the Union. The Union agrees it will not disclose information that is confidential under FERPA to non-union parties without express written authorization from individual GRs.

Any additional and personally identifiable information of individual GRs that the Union seeks in administering its obligations shall be accompanied by a consent to release such information in a form acceptable to OHSU.

GRU may also make these consent forms available to new GRs during their orientation meetings.

4.8 Orientation Meetings

GRU is entitled to a minimum of 30 minutes of time with bargaining unit members during group orientation to advise new GRs of the rights and responsibilities of union membership. GRU orientation will identify GRU's status, organization benefits, facilities, related information and the distribution and collection of membership applications. OHSU shall provide GRU notice of the time and place of new GR orientation meetings.

In the event there are new GRs and no group orientation program is planned, OHSU will schedule a meeting of at least 30 minutes with the new GR to provide such orientation information to new GRs.

OHSU recognizes that the Union may arrange additional orientation meetings or programs to introduce new PhD students receiving a stipend to the Union. The Union may use such meetings to introduce Union representatives, to explain the Union's role, to solicit Union membership or engage in any other protected Union activity.

Student attendance at any union orientation meeting is voluntary.

4.9 Relief from Duties

A GR will not be relieved of any educational or academic obligation or responsibility because of Union activities.

5 Use of facilities and bulletin boards

5.1 Meetings

Upon request of and approval from the OHSU, the Union shall be allowed the use of the facilities of the OHSU for meetings when such facilities are available and the meeting would not interfere with the business of the OHSU.

5.2 Bulletin Boards

Adequate, neat, and clean bulletin board space on campus will be used for Union communications to provide easy access and up-to-date information.

1. Union bulletin boards shall be located in designated areas and compliant with OHSU policy. Such posted materials will be limited to communications dealing with social functions, meetings, educational opportunities, Union elections and Union appointments and activities. Other information and posts may be approved by the Human Resources Director for Academics or their designee. In the case that non-compliant material is posted, the University may remove the material, provided that they notify GRU when they do so.
2. OHSU will provide, and supply materials for ten (10) initial, reasonably-priced bulletin boards unless a mutually agreeable bulletin board exists that can be

dedicated solely to GRU use in the designated building. Bulletin boards shall be placed in mutually agreeable locations in the following buildings:

- Hildegard Lamfrom Biomedical Research Building
 - Center for Health and Healing Building 1
 - Cooley Science Center
 - Gaines Hall
 - Knight Cancer Research Building
 - Mackenzie Hall
 - Robert Jones Hall
 - Robertson Life Sciences Building
 - School of Nursing
 - Vollum Institute
3. The total cost of the purchase and installation of bulletin boards will be split evenly between the Union and OHSU
 4. If concerns or questions arise regarding maintenance of, additions to, or changes in locations of bulletin boards, they should be brought to the Human Resources Director for Academics or their designee for resolution.

6 Union Security and Dues Deduction

6.1 Union Security

GRs may elect, but shall not be required, to join the Union and become Union members. At any time, changes to union membership status must be submitted in writing by the GR to the Union. Union membership status shall, unless terminated by the GR, recommence upon reinstatement following a period of extended leave.

6.2 Dues deduction

For those members paid on a bi-weekly basis, on the first and second pay period of each month, the Employer shall deduct a sum equal to one-half ($\frac{1}{2}$) of monthly Union dues from the wages or stipend amounts of Union members in the bargaining unit who have requested such deductions pursuant to statute. The first deduction shall begin on the first full payroll period following authorization received by OHSU. OHSU shall remit a payment for all said deductions to the Union within two (2) weeks after the deductions are made. Each payment shall be accompanied by a listing of the names, OHSU identification numbers, and the amount remitted for all members from whom deductions were made during the period for such remittance. This file shall be in a mutually agreeable, editable, non-proprietary, machine-readable format, in accordance with HB2016.

For those members paid on a monthly basis, OHSU shall deduct a sum equal to equal to the monthly Union dues from the wages or stipend amounts of Union members in the bargaining unit who a who have requested such deductions pursuant to statute. The first deduction shall begin on the first month following authorization received by OHSU. OHSU shall remit a payment for all said deductions to the Union within two (2) weeks after the deductions are made. Each payment shall be accompanied by a listing of the names, OHSU member identification numbers, and the amount remitted for all members from whom deductions were made during the period for such remittance. This file shall be in a mutually agreeable, editable, non-proprietary, machine-readable format, in accordance with HB2016.

6.3 Union notification obligations

The Union will make deduction authorization forms signed by Union members available to OHSU. The Union will also notify the university periodically of individuals who have authorized deductions or whose authorization has been cancelled or terminated consistent with the agreement(s) between the Union and Union member. The Union shall also provide the university and Human Resources thirty (30) days' advance notice of a change in the amount of dues.

6.4 Other deductions

Provisions of this article shall apply to any other deductions from checks for any other Union-related voluntary fee or assessment authorized by statute including, but not limited to, the PEOPLE deduction.

6.5 Indemnification

The Union agrees that it will indemnify, defend and save OHSU harmless from all suits, actions, proceedings, and claims against OHSU or person(s) acting on behalf of OHSU, whether for damage, compensation, attorney fees or costs, reinstatement or combination thereof arriving out of OHSU's implementation of this Article.

7 OHSU Authority and Responsibilities

1. Except as specifically abridged by this Agreement, all powers, rights, and authority of OHSU are reserved to OHSU, and OHSU retains sole and exclusive control over any and all matters in its operation, management, and administration; the control of its properties and the maintenance of order and efficiency of the workforce; and complete authority to exercise those rights and powers by making and implementing decisions with respect to those rights and powers. Such rights and powers include, but are not limited to, the exclusive right and power:

- (a) to determine OHSU's mission and organizational structure, and the methods and means necessary to fulfill that mission, including transfer, alteration, curtailment, or discontinuance of any programs or services;
 - (b) to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record-keeping methods and procedures;
 - (c) to adopt and amend budgets and make budgetary allocations or reallocations affecting OHSU as a whole or any of its departments or units;
 - (d) to determine whether to purchase services from others or to assign work being performed by GRs to persons outside the bargaining unit;
 - (e) to determine the number, location, or relocation of facilities, buildings, and rooms; and
 - (f) to perform all other functions inherent to the administration, management, and control of OHSU.
2. As regards GRs' covered employment, except where abridged by this Agreement, the parties agree that OHSU shall have the sole and exclusive authority:
- (a) to establish qualifications, appoint, and determine the hours of work and duration of work for all GRs, including whether a GR will be reappointed and, if so, the terms and conditions governing such reappointment;
 - (b) to determine the number of GRs to be appointed and to make appointments;
 - (c) to determine whether to reappoint or to relieve GRs from duty;
 - (d) to determine, assign, and schedule the type and kind of services and the work to be performed by GRs or by others, including the job content and the location of such services or work;
 - (e) to establish, modify, combine, or eliminate job classifications;
 - (f) to determine the number, location, or relocation of facilities, buildings, and rooms, and ancillary facilities such as parking lots, including the policies governing the use of such buildings, rooms, or facilities;
 - (g) to supervise, train, and evaluate GRs;
 - (h) to determine materials and equipment to be utilized by GRs and the methods and means by which work shall be performed and services provided;
 - (i) to establish quality and performance standards and rules for GRs with regards to their assigned duties;
 - (j) to adopt and enforce OHSU policies, work rules, and regulations, including rules and regulations governing stipends, insurance, tuition remissions, efforts, training, and conduct of GRs.
3. Enumeration of the foregoing management rights shall not be deemed to exclude other "rights of management" not specifically enumerated, and any other

power, function, authority, and right relating to management of the business of OHSU and the direction of the work force, which OHSU has not specifically abridged, delegated, or modified by this Agreement, whether or not OHSU had made use of such power, function, authority.

4. Failure of OHSU to exercise any power, function, authority, or right recognized in the foregoing or the exercise of any power, function, or right in a particular way, shall not be deemed a waiver of the right of OHSU to exercise such power, function, authority, or right, nor preclude OHSU from exercising the same in some other way not in conflict with the specific provisions of this Agreement.

8 Stipends, Tuition and Fees, and Other Benefits

Upon appointment as an OHSU PhD graduate student and award of a stipend administered by OHSU the following shall apply:

8.1 Stipend Eligibility

Student eligibility for a stipend is determined by each school.

8.2 Stipend Levels

8.2.1 School of Medicine

Stipends will be \$33,000 for the remainder of the 2019–2020 academic year, beginning the first full pay period following ratification for all GRs, and shall be increased (i) to \$33,750 for the first full pay period after July 1, 2020, for the academic year 2020–2021, (ii) to \$34,762 for the first full payroll period after July 1, 2021 for academic year 2021–2022, and (iii) to \$35,803 for the first full payroll period after July 1, 2022 for academic year 2022–2023.

GRs in the School of Medicine may engage in outside work so long as they remain in good academic standing, subject to the rules and requirements of external funding sources

8.2.2 School of Nursing

For the academic year 2019–2020, the stipends shall be \$25,316 per year and will increase July 1, 2020, 2021, and 2022, for the ensuing academic year, by the dollar amount of the increases in stipends for pre-doctoral students in training grants or fellowships (T32, F30, F31) for the ensuing academic year.

GRs enrolled in the School of Nursing are permitted to work up to 12 hours per week outside of their program so long as they remain in good academic standing subject to the rules and requirements of external funding sources

8.2.3 School of Public Health

GRs enrolled in the School of Public Health may receive a full or partial stipend. A full stipend is \$28,000, and will increase July 1, 2020, 2021, and 2022, for the ensuing academic year, by the dollar amount of the increases in stipends for pre-doctoral students in training grants or fellowships (T32, F30, F31) for the ensuing academic year. GRs may receive a full or partial stipend.

GRs in the School of Public Health will not be prohibited from engaging in outside work so long as they remain in good academic standing subject to the rules and requirements of external funding sources

8.2.4 Stipend adjustments

Larger increases in stipends than described above are permitted as determined by the relevant school.

8.3 Terms of stipend payment

8.3.1 Individual grant awards

Individual grants or awards containing stipends that are awarded to GRs, such as from a competitive individual fellowship from the NIH or National Science Foundation, will be applied to fund, and not supplement, the stipend set in Section 8.2. The GR will receive at a minimum the amount set in Section 8.2 and to the extent such an individual award exceeds the Section 8.2 amount the GR will receive a stipend in the amount funded by the individual award.

8.3.2 Additional awards

GRs who receive ARCS or Sigma Theta Tau awards that are intended as add-ons to a stipend may keep those funds in addition to their stipends. These awards are issued by third parties and are subject to the terms of the award.

8.3.3 Period of appointment and termination

Appointments shall be made for an academic year (or remainder of an academic year if the award occurs mid-year) and shall cease (a) at the end of each academic year unless notice of renewal is provided, or (b) when a GR leaves their placement including upon graduation, withdrawal from the university, or dismissal from an academic program and/or the university.

8.3.4 Reporting

OHSU will continue to pay stipends as non-wage income until it completes necessary system reprogramming. After reprogramming is completed, stipends will then be reported as wages on IRS form W-2, subject to income tax withholding. OHSU

may discontinue reporting of stipends as wages and instead report stipends as non-wage income in the event a governmental agency (including the National Institutes of Health, Internal Revenue Services, or Oregon Department of Revenue) informs OHSU that stipends may not be reported as wages. In the event a government agency directs OHSU to withhold FICA contributions from stipends or makes another ruling that adversely affects tax liabilities on stipends or any benefit, the parties will bargain over reporting of income and other impacts upon demand of either party subject to ORS 243.698 and 243.702 before any change can be implemented.

8.3.5 Frequency of payment

Stipends will continue to be paid monthly and reported as non-wage income but will shift to two-week payment cycles when the system reprogramming permitting two-week payments is finalized.

8.3.6 Loss of support

Should a GR leave a research group for voluntary or non-voluntary reasons, including loss of funding, the GR's stipend, tuition, fees and health insurance will be supported by OHSU for 12 weeks, to give the GR an opportunity to identify a new source of support. Additional support may be provided to the student upon review by, and discretion of, the Program Director and appropriate Associate Dean.

8.4 Tuition and fees

All OHSU tuition and OHSU fees charged according to the applicable OHSU Academic Year Tuition & Fees Book for enrollment in PhD applicable courses shall be covered or waived by OHSU and will not be the responsibility of the GR. OHSU is not required to pay for, or reimburse GRs for, tuition or fees incurred by enrolling in, or taking courses at other institutions. OHSU will also cover the cost of the GR's I-901 SEVIS fee, but will not cover any other fee, cost, or penalty related to the immigration of the GR or dependents.

8.5 Other benefits

1. For the duration of this Agreement, the Employer will offer annual Tri-Met bus passes to GRs at a price of \$50 per pass.
2. GRs shall be eligible for the OHSU Employee Assistance Program.
3. This Agreement will not restrict GRs in their capacity as an OHSU student to be eligible for student-provided benefits.
4. GRs may voluntarily participate in an existing OHSU-administered retirement savings plan through payroll deductions. OHSU will not make any contributions to such retirement accounts.

8.6 Academic Leave of Absence

Stipends, tuition, fees and other benefits shall not be paid or covered while a GR is on an academic leave of absence. Health insurance may continue for a defined period of time depending upon the terms of the student health insurance plan.

8.7 Termination

Upon termination of the appointment (voluntarily or involuntarily), the stipend will cease. Health insurance may cease upon termination depending upon the terms of the health insurance plan.

9 Health Insurance

GRs are eligible for the OHSU student health plan only. Through the 2019-2020 academic year, OHSU will continue paying premium costs of GRs enrolled in the student health plan for medical/R, vision, and dental coverage. Effective academic year 2020-2021 and continuing through the life of this agreement, OHSU shall continue to pay the full premium cost of GRs' enrollment in the plan for medical/R, vision and dental coverage, which will be subject to a \$3000 per year in-network, out-of-pocket maximum per covered individual on the medical/R coverage.

OHSU will also contribute \$1200 per term per covered dependent for academic year 2020–2021, \$1248 per term per covered dependent for academic year 2021–2022, and \$1298 per term per covered dependent for academic year 2022–2023. There are three full terms per year. OHSU's contributions will be pro-rated for dependent coverage for a partial term during the summer.

Rates for dependent coverage top-out at GR plus spouse and 3 children. There are no additional charges for more dependents.

10 Hours

GRs engaged in research training are expected to devote full time effort to their research training. Full-time is generally defined as devoting at least 40 hours per week to research training activities. Full-time research training activities may also include contributions toward the support of the laboratory or research program.

This article does not impose a limit on the amount of effort or time a GR may need to make satisfactory academic progress toward a degree. More than 40 hours of research training in the average week may be necessary to make academic progress.

GRs are employed on a part-time basis such that their employment is regularly less than and averages less than 20 hours per week. Such employment would be part of the GR's research training hours and activities described in this Article.

However, OHSU and GRU each recognize the importance of a reasonable work/life balance with regards to GRs' mental and physical health.

Any restrictions imposed by external grants supporting a stipend will supersede any article in this Agreement. Disputes, concerns, or challenges to the amount of time a GR is devoting to the GR's research training, other activities, or appointment may be subject to review by a process developed with the assistance of the Research Training Conditions Task Force (RTCTF). Grievance over violations of this article shall be filed at Step 2, and shall not be subject to arbitration. Grievances may be filed concurrently with the use of any process developed by the RTCTF.

11 Performance Expectations

11.1 Expectations

Before or contemporaneously upon joining a research group, a GR and the faculty mentor or principal investigator should have discussions and reach agreement about expectations. While no written document is required to record such agreements, faculty and GR may agree to prepare a written record. Such expectations will serve as guidance and may change to reflect the effort required.

11.2 Change in Expectations

Whenever there is a change that may cause the GR to substantially deviate from the previously agreed upon expectations, the GR may request a meeting with the mentor or principal investigator to mutually develop revised expectations.

11.3 Failure to Reach Agreement

Should the mentor or principal investigator and the GR fail to mutually agree upon the performance expectations, the graduate program director will mediate an agreement between the mentor or principal investigator and the GR. If mutual agreement is not reached, the GR will be offered the opportunity to identify another graduate faculty mentor as outlined in Article 8, Section 8.3.6.

12 Holidays, Time-Off, and Leaves of Absence

12.1 Holidays

1. GRs are entitled to the following holidays:
 - (a) New Year's Day on January 1.
 - (b) Martin Luther King's Birthday on the third Monday in January.
 - (c) President's Day on the third Monday in February.
 - (d) Memorial Day on the last Monday in May.
 - (e) Independence Day on July 4

- (f) Labor Day on the first Monday in September.
 - (g) Thanksgiving Day on the fourth Thursday in November.
 - (h) Christmas Day on December 25.
2. If the holiday listed above falls on a Saturday, then the preceding Friday will be recognized as the holiday. If the holiday falls on a Sunday, then the following Monday will be recognized as the holiday.
 3. Even though classes are not in session in between academic terms, GRs are expected to continue their research training during these periods unless they take paid time-off or are on academic leave of absence.

12.2 Time-off

In addition to normal holidays (Section 12.1, above) GRs may take up to 20 days of paid time-off each academic year (July 1 – June 30). Paid time-off days may be used for any purpose including illness or vacation. Up to 10-days of paid time-off unused during an academic year may be carried over to the next year to a maximum of 30 days of accumulated paid time-off. There will be no cash-out or payment for unused paid time-off.

1. Paid time-off days will be tracked as directed by OHSU and will accumulate at the rate of 0.769 days per pay period. Time-off shall be applied to all research training activity regardless of whether it constitutes employment.
2. A GR and faculty/mentor/programs are expected to be responsible, reasonable and flexible when scheduling time off. Using paid time-off does not excuse a GR from making academic progress toward their degree and does not excuse the GR as a student or an assistant from attending classes or meeting course requirements during the term.
3. After exhausting paid time-off, a GR may request additional time-off, which will be without pay.

12.3 Leaves of absence

1. Academic leave of absence:
 - (a) A GR on approved academic leave of absence per OHSU policy, for medical reasons on the advice of a physician, will be covered by health insurance for 12 weeks.
 - (b) A GR may apply unused paid time-off concurrently with the running of approved academic leave of absence.
2. GRs (subject to the terms of the grant funding the stipend) will be offered 8 weeks of reduced expectation for new parents (by birth or adoption), during

which time the GR maintains continuous enrollment in 9 credits and continues to receive stipends and benefit coverage. Generally, GRs are expected to read papers and continue limited participation in lab activities remotely as agreed to by the PI and GR in advance to fulfill the reduced expectations.

3. The Union acknowledges that GRs do not meet the eligibility requirements for coverage under Oregon Family Leave Act (ORS 659A.150 to 659A.186) or the federal Family and Medical Leave Act. (29 U.S.C. § 2601 et seq).

13 Modified Operations

OHSU may, in its discretion, decide to close selected portions of its operations due to modified operations. When a GR's work area remains open during modified operations the GR's absence shall be excused if the GR has made every reasonable effort to report to work and not be required to take leave time.

Even when modified operations is not declared, if a GR makes reasonable efforts to report to work but is unable to do so due to severe weather conditions, if prompt notice is provided, the mentor may excuse the resulting absence, or require the GR to take leave time if the missed work cannot be made up or performed remotely.

14 Travel

In order to be eligible for travel advance and reimbursement, GRs must have approval in writing from their Fiscal Authority prior to travel and purchase of any travel related expense. GRs with approved travel advance shall be covered by the OHSU Travel Policy (No. 06-60-020) and other related employee travel policies. Any changes to this or related policies shall be subject to ORS 243.698.7.

15 Health and Safety

15.1 Health and Safety Standards

OHSU agrees to abide by standards of safety and health in accordance with federal and state regulations, and will ensure that GRs are provided with appropriate information and training in order to comply with such regulations and with applicable OHSU policies and procedures. GRU encourages GRs to work safely, to follow established safety and health rules, and to report to their supervisor or Environmental Health and Radiation Safety (EHRS) all safety or health risks.

15.2 Safety Devices and Clothing

Proper safety devices and clothing shall be purchased and provided for all GRs engaged in work where such devices are necessary to meet the requirements of the Oregon Occupational Safety and Health Division (OR-OSHA). GRs will be trained

prior to use in such safety devices and clothing. Such equipment, where provided, must be used.

15.3 Refusal to Perform Allegedly Unsafe Work

If a GR claims that an assigned job, or assigned equipment, is unsafe or might unduly endanger their health, and for that reason refuses to do that job or use the equipment, the GR shall immediately give, in writing, their reasons for this conclusion to their supervisor. Where a health and safety determination has already been made, the supervisor shall contact EHRS to assure that the prior determination still applies. If no determination exists, the supervisor shall request EHRS to make an immediate determination as to the safety of the job or equipment in question.

15.3.1 State involvement

If further information or clarification is needed, EHRS may contact OR-OSHA for assistance. A Union Representative or Steward, EHRS Representative, and the supervisor may accompany the governmental agency representative and GR during this determination.

15.3.2 Impact on GR pending determination

Pending determination provided for in this section, the GR shall be given suitable work by the supervisor. If no suitable work is available, the GR shall be placed on a paid leave of absence until the determination is provided.

15.4 Ergonomics

GRs and supervisors are expected to seek resources and information to prevent injury using the OHSU Ergonomics Program, which can be found on the EHRS website. Ergonomic assessments related to a medical condition will be conducted by EHRS upon written request of the GR to their supervisor.

15.5 Work with Dangerous Materials

Any GR who will disturb, damage, or work with friable asbestos-containing materials, chemical, radiological, and/or infectious materials in the regular or incidental course of duties will be trained as to the proper procedures to follow. No GR shall be required to work around these substances without proper training and protective equipment.

15.6 Exposure to Serious Communicable Disease

If in the conduct of official duties, a GR is exposed to serious communicable disease which would require immunization or testing, and if immunization or testing will

prevent such disease from occurring, the GR shall be provided immunization against or testing for such communicable disease without cost to the GR upon request.

16 Prohibition of or Limits on Drug Testing

GRs will be subject to OHSU Drug and Alcohol Use Policy No. 03-30-095 and the Student Drug and Alcohol Testing Policy No. 02-01-003 and related policies and processes applicable to student drug testing. Any changes to these or other policies or processes related to student drug testing will be subject to ORS 243.698.

17 Personnel Files

17.1 Inspection of Records

A GR may, upon request, inspect the contents and obtain copies of records from the GR's official personnel file, except for confidential reports from previous employers. OHSU shall comply with a request to inspect records within a reasonable period of time, but not more than forty five (45) days after the request has been received. OHSU will provide each requested record of the GR's personnel file for inspection at the same location. GRs may be provided an electronic copy. If a GR requests a paper copy, GRs will be charged for copies at the per page rate established by OHSU policy. The Union will be provided notice and opportunity for input 60 days prior to any change in this rate.

17.1.1 Union Representation

A GR may choose to be accompanied by a representative of the Union and/or counsel when reviewing material permitted under this article.

17.2 Placement of Documents in Personnel File

The GR shall be asked to sign disciplinary records, as defined by this Agreement, to be placed in their personnel files with an attached disclaimer that the GR's signature confirms only that the author has discussed and given a copy of the material to the GR, and does not indicate agreement or disagreement. If a GR is not available within a reasonable period of time to sign the material, the OHSU may place the material in the files provided that a copy of the document is emailed and mailed to the GR at their address of record.

17.3 Right of Rebuttal

A GR understands that once a document has been placed in the personnel file it is subject to FERPA. If the GR believes that any of the records in their personnel file are inaccurate, misleading, or in violation of privacy rights under FERPA, the GR

has the right to request an amendment of the record. OHSU shall decide whether to amend the record as requested within a reasonable time after the request has been received. If the OHSU decides not to amend the record as requested, it shall inform the GR of its decision and the right to a hearing under 34 C.F.R. 99.21.

18 Discipline and Discharge

18.1 Definitions

For purposes of this Agreement, discipline will include any verbal warning, written warning, or discharge for employment-related misconduct and does not include any student disciplinary process.

18.2 Informal Discussions

Recognizing the value of such actions, both OHSU and the Union encourage the use of informal discussions between a GR and mentor or PI in an effort to resolve a GR's performance problems. Such interactions shall not be considered disciplinary.

18.3 Just Cause

No GR shall be disciplined except for just and sufficient cause. Disciplinary sanctions shall generally be imposed in accordance with the principles of progressive discipline which recognize that the severity of the offense may justify or warrant bypassing lower levels of discipline.

18.4 Redress

If discipline is imposed, the GR who disagrees with the sanction may seek redress through the grievance procedure provided in this Agreement, unless otherwise prohibited by the agreement. Action by OHSU under this article is not stayed by the filing of a grievance or by arbitration, except by mutual agreement. A grievance concerning discharge may be filed at Step 2 of the Grievance Procedure (Article 20).

18.5 Academic Dismissal

A GR shall be discharged when no longer a student in the PhD program in which they are enrolled. Such determinations are not covered by this Agreement, subject to Just Cause or subject to the Agreement's Grievance and Arbitration article (Article 20).

19 Non-Discrimination

19.1 Protected Classes

This Agreement shall apply equally to all GRs without regard to age, race, religion, sex, color, disability, national origin, veteran status, sexual orientation, gender identity, marital status, parental status, or political affiliation.

OHSU and the Union also agree to abide by all local, state and federal laws relating to equal employment opportunities and discrimination. OHSU administration, faculty, staff, volunteers and students are all responsible for maintaining an environment for work, study, and the provision of services free from harassment.

19.2 Reasonable Accommodation

Any GR who has a physical or mental disability, which impairs that individual's ability to perform their job, may contact AAEO to request a reasonable accommodation. AAEO implements a process to determine whether employees, patients, applicants and OHSU- sponsored event attendees are qualified for accommodations under the Americans With Disabilities Act (ADA), or Section of the Rehabilitation Act. If applicable, AAEO assesses what reasonable accommodations are available to assist requesting individuals.

If a GR has a request for an academic accommodation, that shall be handled by the Office of Student Access.

19.3 Religious Accommodations

AAEO reviews requests for employee and student accommodation for religious beliefs in a manner that is consistent with state and federal law.

19.4 Affirmative Action

The Union agrees that it will cooperate with OHSU's implementation of applicable Federal and State laws and regulations pertaining to affirmative action, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375.

19.5 Reporting

19.5.1 Complaints of Discrimination or Harassment

As a means of ensuring a workplace that is free from discrimination and harassment, OHSU and GRU have established formal procedures for the handling of discrimination, harassment, and other complaints. These procedures are intended to supplement—not to replace or supersede—the other procedures available to employees under any applicable collective bargaining agreement, Title VII of the Civil Rights

Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or any other applicable federal, state or municipal fair-employment-practices law, or otherwise.

Where a GR files a complaint under any of the processes set forth below, OHSU will work with the GR's representative, or the GR directly if the GR is unrepresented, to determine what steps if any need to be taken to ensure that the GR is not subject to retaliation or required to work in conditions that are hostile or intimidating as a result of their filing a complaint.

19.5.2 Processes

GRs with a dispute involving discrimination or harassment may use the following methods in any order, either one-by-one or simultaneously. For any filing action, the GR may choose to have the union file in their stead through a steward. The GR's right to file such a complaint through the Grievance procedure or through Alternative Resolution does not waive the GR's Title IX rights or ability to pursue resolution through the AAEO.

The GR (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance, arbitration, and/or complaint process.

1. Confidential Advocacy Program (CAP)

- (a) GRs may seek support from the CAP at any time who will assign a CAP advocate.
- (b) The CAP advocate can provide support to the GR during any alternative dispute resolution procedures if used, AAEO inquiry, or during Grievance process(Article 20).
- (c) At the request of the GR, The CAP advocate or a union steward may be present at Title IX/AAEO filing or the grievance and arbitration process, if the GR has chosen to engage those processes.
- (d) The CAP program is an OHSU administered program, and OHSU has the sole right to manage, alter, continue, or discontinue the program.

2. Title IX / AAEO

- (a) GRs may choose to file a complaint with the Title IX office or AAEO, following all OHSU Title IX policies.
- (b) As much data about Title IX investigations as can be made public must be provided annually to the Union.

3. Grievance Procedure

- (a) GRs may choose to file a grievance up to Step 2 of the Grievance Procedure.
- (b) Grievances filed under this article are not subject to arbitration.

19.6 Communications

Information about filing complaints or requesting accommodations can be obtained from the AAEO website or the Office of Student Access website. AAEO will provide GRU upon request informational flyers for GRU bulletin boards or distribution to GRs. To ensure that GRs are aware of the resources provided by AAEO, GRs will be informed of AAEO resources upon matriculation and onboarding, and will additionally be provided information annually.

20 Grievance and Arbitration

20.1 Grievance Procedure

The parties encourage faculty mentors and GRs to solve issues among themselves at the earliest possible time, preferably prior to initiating a grievance.

20.1.1 Definitions

For the purposes of this article:

- “Day” means a calendar day.
- A “grievance” is any dispute arising out of or concerning the application, meaning, or interpretation of this Agreement.

20.2 Time Extensions

No extension of any time limit set forth in this Article may occur without the written agreement of OHSU Human Resources and the Union representative. Failure of a GR or the Union to meet a time limit shall constitute withdrawal of the grievance with prejudice. Failure of OHSU to meet a time limit shall constitute an automatic progression of the grievance to the next step. Requests for extensions of time before expiration of a time limit will be given due consideration.

20.3 Union Representation

Once a GR or the Union files a grievance, the GR shall not be required to discuss the subject matter of the grievance without the presence of a Union representative. However, a grievant may pursue the grievance through steps 1 and 2 without the assistance of the Union if preferred. A Union steward may serve as a proxy for the GR at any stage of the grievance procedure, per the GR’s request.

20.4 Non-Grievable Disputes and Limitations on Arbitration of Specific Disputes

1. A verbal warning, coaching or counseling shall not be grievable.

2. A grievance does not include and this article does not apply to (i) issues regarding the academic standing of a GR, (ii) the implementation or application of academic standards, policies, and procedures; (iii) disputes over an academic degree, program requirements, or course offerings; or (iv) disputes about benefits (monetary or non-monetary) provided to students that are not pursuant to or incorporated by reference into this Agreement.
3. Grievances filed under Article 19 and Article 10 can only be filed at Step 2 and cannot be advanced to arbitration if the parties are unable to resolve the dispute.
4. Nothing in this CBA shall be deemed as a waiver or limitation of the right of any GR to file claims under other any other process allowed under law or OHSU policy.

20.5 Grievance steps

20.5.1 Step 1

The GR or the Union on the GR's behalf shall file a grievance on an official Grievance Form no later than thirty (30) days following the date the GR or the Union first knew or should have known of the alleged contract violation.

The grievance must cite the specific contract article believed to have been misapplied or violated and a specific remedy to adjust for any such discrepancy. The grievance shall be filed with Human Resources and the Union if a GR is filing the grievance without the assistance of the Union.

The parties shall meet at the earliest opportunity and attempt to develop a mutually acceptable solution. The meeting may be attended by a Union steward at the GR's request and a Human Resources representative and other OHSU personnel as necessary. If a solution is reached at this or a subsequent meeting, it shall be reduced to writing and signed by all parties involved in the discussion, with a copy sent to the Union if the Union was not at the meeting. If a solution is not reached, Human Resources shall respond to the grievance in writing within fourteen (14) days of the meeting and provide such response to the GR and the designated Union representative. Failure to respond in a timely manner shall be considered a denial of the grievance.

20.5.2 Step 2

If the Union desires to advance the grievance to Step 2, it must notify Human Resources in writing within fourteen (14) days of the due date for receiving the Employer's Step 1 written response. The parties will meet to discuss the grievance at a mutually agreed on time within 14 days of the filing of the Step 2 grievance. OHSU shall provide a written response at Step 2 within fourteen (14) days following the Step 2 meeting. Subject to Section 20.4, grievances alleging prohibited discrimination, discriminatory harassment, and sexual harassment (as defined by published

OHSU policy, Article 19 of this agreement, or state or federal law) may be filed any time after the earliest date that the grievant had or could have reasonably been expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance, unless a statutory maximum exists, in which case they must be filed within that time. The person against whom allegations are made may not be present at the Step 2 meeting.

20.5.3 Step 3 — Submission to Arbitration

If the Union desires to advance the grievance to arbitration, it must provide written notification to Human Resources within twenty-one (21) days of the due date for receiving the University's Step 2 written response.

The parties shall endeavor to have completed steps 1-3 of the grievance process within one hundred and sixty (160) days following the date of the alleged contract violation or the date the GR first knew or should have known of the alleged contract violation.

20.6 Arbitration

20.6.1 Selection

Within forty-five (45) days of the due date for submittal of the request to arbitrate, the Union and the OHSU shall select an arbitrator from a panel of seven (7) arbitrators requested from the Employment Relations Board. Each party shall alternately strike one name from the list of seven (7); the remaining person shall be selected as the arbitrator. The parties will attempt to schedule said arbitration within four (4) months of the arbitrator's selection. If the Union makes no written attempt to contact OHSU or the arbitrator within the four-month period, the grievance shall be deemed to have been withdrawn by the Union.

20.6.2 Authority

1. If the Parties are unable to agree on matters concerning the implementation of this Article, then, upon request of either Party, the arbitrator selected to hear the cases has the authority to resolve procedural disputes. The arbitrator has the authority to make procedural rulings, which will effectuate proper and efficient labor management relations.
2. In rendering a decision or award, the arbitrator has authority to:
 - (a) Resolve questions of arbitrability.
 - (b) Interpret and define the terms of this Agreement.
 - (c) Rule on the application of law and regulation to the Agreement and the Parties' obligations and responsibilities thereunder.

3. The arbitrator shall have no authority to alter, amend, add to or subtract from the negotiated Agreement. They shall be bound by and must comply with all terms of the Agreement.
4. The arbitrator shall not be bound by formal rules of evidence.
5. The arbitrator shall have no authority to reinstate a GR who is no longer a student, whose appointment has expired, or otherwise does not meet the criteria to be a student. The arbitrator shall have no authority, under any circumstances, to issue an award of attorney fees or other representation costs, interest, or punitive damages, or to direct OHSU to issue or extend an appointment or award.
6. In providing monetary relief, an arbitrator is limited to awarding relief to cover out-of-pocket costs and back-pay shall not exceed the expiration of an appointment.

20.6.3 Bifurcation

Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will issue a decision on the arbitrability issue after the parties brief the issue in writing (i.e., without a hearing). The arbitrator will issue the decision on an arbitrability issue a reasonable time in advance of any potential hearing on the merits.

20.6.4 Award final and binding

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator derives authority wholly and exclusively from this agreement. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing unless the parties have agreed to additional time. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

20.6.5 Expenses of arbitration

Should the arbitrator find either party to be the losing party, that party may be required to pay the arbitrator's fee and expenses. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as deemed equitable by the arbitrator. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. Costs of any hearing transcripts required by the arbitrator shall be divided equally between both parties and each party will be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its' own expense, but shall provide the arbitrator and other party a copy at no charge. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

21 Strikes and Lockouts

The Union and its officers, agents, and representatives agree that during the life of this Agreement, either individually or together, they will not authorize, instigate, aid, or engage in any work stoppage, slowdown, sickout, refusal to work, or strike against OHSU, against its goods, or on its property. The Union agrees that during the life of this Agreement, the Union will not authorize or instigate any picketing other than during the final six months of the Agreement if the parties are still in negotiations. OHSU agrees that during the life of this Agreement, there will be no lockout of GRs. Any alleged violation of this Article by either party may be referred to the grievance arbitration procedure or the Employment Relations Board.

21.1 Temporary Assignment During Strike of Another Bargaining Unit

In the event of a strike by other employee bargaining units, GRs may not be asked to perform work that is not part of their research training.

21.2 Inability To Do Research Training During Strike of Another Bargaining Unit

In the event that a GR is unable to perform their research training because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout and GRs shall not suffer any subsequent loss of stipend or benefits.

22 Savings Clause

This Agreement is subject to all existing and future State and Federal laws and regulations. In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only that portion or portions shall become null and void. The balance of the Agreement shall remain in effect. OHSU and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion(s) of the Agreement so affected and to bring them into conformance with the law no more than sixty (60) days after notification, unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provisions of the specific article shall not apply.

23 Complete Agreement

This document contains the full and complete Agreement of the parties. It supersedes any and all prior agreements and understandings between the GRU bargaining

unit and OHSU, except for any written agreements or understandings which the parties have agreed to continue in the same or modified form. Written agreements or understandings that fall within this exception are letters of agreement and other affirmative written acknowledgements by the parties that they have explicitly reached an agreement. The provisions of this Agreement define the rights and obligations of each party regarding the subject matter addressed. They take precedence over any past or existing practices that are inconsistent with these provisions. OHSU will notify GRU 100 days before past or existing practices not covered by these provisions change and accept a demand to bargain over these changes.

24 Term of Agreement

Except as otherwise provided herein, this Agreement shall be effective the first full pay period following ratification, except where otherwise indicated, and shall remain in full force and effect until June 30, 2023.

Memorandum of Understanding

Research and Training Conditions Task Force

OHSU and GRU share a mutual interest in ensuring that activities of bargaining unit GRs are appropriately directed toward their research training, and that GRs are not subject to unreasonable expectations or conditions while engaging in these activities. As such, the parties agree to a joint Research Training Conditions Task Force, which shall be convened by the Provost, will include representatives of Faculty, Academic Leadership and Administration and up to three (3) representatives of the Union. The Task Force is charged with making recommendations to the Provost about the process by which GRs of the bargaining unit can raise concerns regarding unreasonable expectations or conditions. The Provost must respond, in writing, to any recommendations made by the Task Force or any member in a reasonable amount of time. A comprehensive review, recommendations, and any requests for resources from this task force will be submitted to the Provost, who will act as executive sponsor of this Task Force.

The Task Force will convene within eight weeks of ratification and have a targeted completion date of nine months unless the parties mutually agree to extend the timelines. This Memorandum of Understanding will expire when the Provost responds in writing to the recommendations.

The Task Force will attempt to achieve consensus on recommendations. Inability to reach consensus does not limit the ability of members of the committee to provide non-consensus recommendations.