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## **ARTICLE 1 - PARTIES TO THE AGREEMENT**

This Collective Bargaining Agreement is entered into between the Oregon State Board of Higher Education on behalf of Oregon State University (hereinafter called the University) and the Coalition of Graduate Employees, American Federation of Teachers Local 6069, AFL/CIO (hereinafter called the Union).

## **ARTICLE 2 – RECOGNITION**

**Section 1.** The University recognizes the Union as the exclusive representative of the bargaining unit for the purposes of collective bargaining.

**Section 2.** As certified by the Employment Relations Board, the bargaining unit includes all graduate students with Graduate Teaching Assistant (GTA) or Graduate Research Assistant (GRA) appointments employed by Oregon State University in a given academic term with a minimum 0.15 FTE appointment, provided that at least 0.10 FTE is devoted to service to OSU as an employee, *excluding* (a) supervisory employees; (b) confidential employees; (c) managerial employees; and (d) graduate students with GTA or GRA appointments in their capacity as students who are teaching or performing research primarily to fulfill an advanced degree requirement.

**Section 3.** Disagreements regarding an employee's inclusion or exclusion from the bargaining unit will be resolved through the expedited process for unit eligibility in Article 18, Grievances.

**Section 4.** (a) Consistent with the provisions of Article 9, Section 2, the university will give written or email notification to employees in positions included in the bargaining unit that the position is represented by the Union and that the conditions of their employment are covered by a collective bargaining agreement between the Union and the university.

(b) Beginning not later than winter term 2005, within eighteen (18) days from the beginning of classes each term, the University will send email notification to the graduate assistant of his/her bargaining unit status. This email notice will be sent to the graduate assistant's University issued "ONID" email address and will be considered received whether or not the graduate assistant reads the email. The subject line of this notification shall read: "Important Information Regarding Your Graduate Assistantship." Additionally, the message will include the following sentence: "To be included in the CGE bargaining unit you must have an assistantship of at least seventy-eight (78) hours in a 13-week term, of which at least fifty-two (52) hours must be devoted to service to the University."

**Section 5.** If the University creates a new University-wide classification for graduate student employees other than Graduate Teaching Assistants and Graduate Research Assistants, the University will notify the Union at least 30 days before the new classification takes effect.

### **ARTICLE 3 - TERM OF AGREEMENT**

**Section 1.** This agreement shall become effective upon ratification by the parties and expires on June 30, 2008.

**Section 2.** Either party may give written notice during the period of November 1 – 30, 2007 of its desire to negotiate a successor agreement. In the event that either party provides written notice of its intent to negotiate a successor Agreement, the parties will arrange to meet within thirty (30) calendar days to discuss ground rules for the successor negotiations including the schedule for the exchange of proposals and the formal commencement of negotiations.

**Section 3.** This Agreement shall not be open during the term of agreement except by mutual agreement of the parties or the proper use of the articles on Separability (Article 5), Complete Agreement (Article 4) or Section 4 of this Article.

**Section 4.** Notwithstanding the provisions of Sections 1, 2 and 3 of this Article, either Party may elect to reopen this Agreement for the limited purpose of negotiating up to two articles selected by each Party. To invoke this reopener, a Party shall notify the other Party, in writing, during October 2005. Upon such written notice being provided, the Parties will meet within thirty (30) days to discuss ground rules for the reopened negotiations.

### **ARTICLE 4 - COMPLETE AGREEMENT**

**Section 1.** Pursuant to their statutory obligations to bargain in good faith, the University and the Union have met in full and free discussion concerning matters of “employment relations” as defined in ORS 243.650 (7). This Agreement incorporates the sole and complete agreement between the parties resulting from these negotiations. The Union agrees that the University has no further obligation during the term of this Agreement to bargain except as specified in Section 2.

**Section 2.** (a) The parties recognize the University’s full right to direct the work force and to issue rules, policies, procedures and practices. Subject to the bargaining requirements of ORS 243.698, the University may change or issue rules, policies, procedures and practices, provided they do not conflict with specific provisions of this Agreement. The University will notify the Union at

least thirty (30) days before the effective date of any changes over which it has a duty to bargain under ORS 243.698.

(b) If the Union believes a proposed change is subject to the ORS 243.698 bargaining obligation, it may file a demand to bargain within fourteen (14) calendar days of notification of the proposed change.

(c) If the University refuses to bargain, the Union may file an unfair labor practice complaint with the Employment Relations Board (ERB) under ORS 243.672 (1)

(e). If the Board sustains the complaint, the parties shall meet to negotiate over the changes.

## **ARTICLE 5 - SEPARABILITY**

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state laws, or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement. The remaining provisions of the Agreement shall remain in full force and effect. The invalidated provision(s) shall be subject to renegotiation by the parties. Such negotiations shall commence within thirty (30) days of notification from either party to the other of their desire to begin negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

## **ARTICLE 6 - NO STRIKE OR LOCKOUTS**

**Section 1.** The University agrees that during the term of this Agreement, it shall not cause or permit any lockout of employees from their work. In the event that an employee is unable to perform his/her assigned duties 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 Graduate Assistants shall not suffer any subsequent loss of pay or benefits.

**Section 2.** The Union, on its own behalf and the behalf of its officers, agents, members and bargaining unit employees, agrees that during the term of this Agreement, it shall neither engage in, encourage, cause nor sanction the members of the bargaining unit to strike, honor another union's picket lines or engage in unconventional strikes not protected for private sector employees under the National Labor Relations Act, effective in 1995. These unconventional strikes include sit-down, slowdown, rolling or intermittent or on-and-off again strikes. For the purposes of this Article, a strike includes picketing other than informational picketing consistent with the University's Time, Manner and Place Rules for Speech Activities, walkout, refusal to work, mass absenteeism, slow down of any kind, any other stoppage or interruption of work, whether done in

concert or singly. Employees engaging in such strikes, unconventional strikes or work stoppages or who honor another union's picket line may be subject to disciplinary action up to and including dismissal subject to the provisions of Article 17 – Discipline and Discharge.

**Section 3.** Upon notification by the University to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike or other work stoppage activities in violation of this Article, the Union shall advise such striking employees, in writing with a copy to the University, to return to work immediately.

## **ARTICLE 7 - UNIVERSITY RIGHTS**

Except as specifically modified by the terms of this Agreement, the University shall retain all rights and authority, whether exercised or not, to govern, control and direct its operations. These rights include, but are not limited to:

- (a) determine methods, means, resources and personnel by which operations and academic programs are to be conducted;
- (b) determine administrative organization;
- (c) determine size and qualifications of faculty and staff;
- (d) allocate and assign work;
- (e) control the use of University buildings, property, equipment and other resources;
- (f) determine admission standards and procedures;
- (g) determine eligibility for and procedures and processes for awarding scholarships and financial aid;
- (h) determine academic standards, policies and procedures;
- (i) determine academic degree, program and course offerings and requirements;
- (j) assess academic programs and determine degree eligibility;
- (k) impose academic sanctions including dismissal;
- (l) impose sanctions for violation of the Student Conduct Code;
- (m) hire, promote, transfer, assign, reassign and retain employees;
- (n) suspend, discharge or take other disciplinary action against employees for just cause;
- (o) relieve employees from duty due to lack of work or other nondisciplinary reasons.

## **ARTICLE 8 - UNION RIGHTS**

**Section 1.** Employees covered by this Agreement are at all times entitled to act through a Union representative according to their Weingarten Rights and in

grieving any violation of a provision of this Agreement under Article 18, Grievance Procedures.

**Section 2. Authorized Representatives.** The Union will provide the University with a list of authorized representatives empowered to speak and act on behalf of the Union.

**Section 3. Shop Stewards.** The Union shall designate up to fifteen (15) members as Stewards who are empowered to represent employees in grievance or disciplinary proceedings when requested by the employees. The Union shall provide the University with a list of current stewards. Stewards shall be allowed to investigate and process grievances and represent employees at grievance proceedings without loss of pay. The Steward shall notify his/her supervisor, in advance, of the need to take leave to represent an employee. If such leave would interfere with the Steward's regularly assigned tasks, the supervisor shall make arrangements for such leave to be accommodated within forty-eight (48) hours. If such a delay affects meeting a timeline, the parties agree to extend the timeline. Only one steward may participate in any proceeding involving employees in the same department. Two stewards may participate in proceedings involving multiple employees from multiple departments. The University may upon request of the Union permit additional stewards to participate in proceedings.

**Section 4. Release Time.** The University shall provide four (4) days of release time, without loss of pay, each fiscal year, to be divided, at the Union's discretion, among its officials, to attend union functions provided that official has notified his/her supervisor and the Office of Human Resources no less than thirty (30) days in advance of the leave. The official will arrange, if necessary, for a substitute acceptable to his/her supervisor, to perform his/her duties during such leave, or arrange to complete the work at another time, whichever is appropriate.

**Section 5. Union Dues.** (a) The University recognizes the Union membership categories of "Member" and "Associate Member." Upon sixty (60) days written notice from the Union, the University agrees to recognize new union categories of membership.

(b) The Union agrees that dues for a membership category will be either a flat dollar amount or a single percentage of pay.

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

(d) The University agrees that once authorized by a graduate assistant, dues deduction authorization will remain in effect as long as the graduate assistant retains graduate assistant status; and may be revoked only upon cessation of

graduate assistant status, or upon thirty (30) days written notice. The Union agrees that its dues deduction authorization cards will clearly inform graduate assistants that once authorized, dues deductions will remain in effect as long as the graduate assistant retains graduate assistant status; and may be revoked only upon cessation of graduate assistant status, or upon thirty (30) days written notice. The parties agree that dues will not be deducted from pay earned for employment in a status other than as a graduate assistant.

(e) It is understood that notifications from the Union to start or stop dues deductions received after the 13<sup>th</sup> of the month may take effect the following month unless the 13<sup>th</sup> falls on a Saturday or Sunday, in which case the start or stop date will fall on the following Monday.

(f) Due to frequent adjustments in work assignment during the first four (4) weeks of each term, lack of finality regarding bargaining unit status is typical. The University shall process all authorizations for dues deduction submitted during these weeks by deducting one-half of the dues owed in each of the following two months if it proves impossible to deduct during the first month of the term.

**Section 6. Access.** Union representatives named in Sections 2 and 3 of this article shall be allowed reasonable contact with bargaining unit members at University facilities as long as such contact does not interfere with safety and the normal flow of work.

**Section 7. Use of University Facilities.** The Union may use University facilities for Union activities according to current building use policies applicable to non-campus groups. The Union is responsible for ensuring availability, making all necessary arrangements and paying all necessary fees.

**Section 8. Bulletin Boards.** At the request of the Union, the University shall allow the use of reasonable and prominent bulletin board space, in each department which employs bargaining unit members, for the purpose of communicating with employees. Union material shall not be displayed in the work area except on the authorized bulletin board space. Only those representatives identified under Sections 2 and 3 of this article shall have authority to post information on the authorized bulletin board space.

**Section 9. Orientation.** Upon receiving at least seven (7) days advance request from the Union that a representative desires to attend a new Graduate Assistant orientation, the orientation sponsor will provide the representative with fifteen (15) minutes on the agenda. The Union representative will be informed of the time and location of his/her presentation and will be allowed to distribute union material.

**Section 10. Voluntary Contributions to the Union's Committee on Political Education (COPE) Fund.** Upon written authorization from the employee, the University will deduct a voluntary contribution of \$5.00 per month from the employee's salary. Such authorization shall include a statement authorizing the

University to inform the Union of the name of the employee requesting the deduction. The sum of all monies deducted along with the names of the contributors shall be remitted to the Union monthly at the same time Union dues are remitted. An employee who terminates this voluntary contribution may not reinstate such deductions prior to the beginning of the next academic year.

**Section 11. Information.** (a) Within fourteen (14) days from the beginning of classes each term, through summer term 2005, the University will provide all bargaining unit employees with a Release of Information Form. This form will allow bargaining unit employees to signify authorization or non-authorization for the University to release information to the Union. Such information will include: name, home and campus addresses and telephone numbers, status as a TA or RA, employing department, FTE, length of appointment and salary. The release of information will remain in effect while the graduate assistant is in a bargaining unit position, through summer term 2005, unless the graduate assistant rescinds the release in writing or suppresses his/her directory information.

(b) As a condition of appointment to a graduate assistant position determined to be in the bargaining unit, or upon reappointment of a currently appointed graduate assistant to a position determined to be in the bargaining unit, the graduate assistant will be required to sign a consent authorizing the University to disclose to the union the employee's FTE (Full Time Employment Fraction) and bargaining unit status. Additionally, bargaining unit graduate assistants will be asked to sign a voluntary consent to release their salaries to the union. These consents shall remain in effect only while the graduate assistant is in a bargaining unit position.

(c) Within thirty (30) days from the beginning of classes for each term, the University will provide the Union the following directory information for all bargaining unit graduate assistants who have not suppressed their directory information:

Name, current mailing address and telephone number, email address, employing department, campus office address, and status as a graduate teaching assistant or graduate research assistant and their hours of service, and, for those graduate assistants who have signed a consent to release, bargaining unit status and FTE.

(Release of "hours of service" becomes effective upon modification to the University's definition of directory information as noted in the letter of agreement on Information.)

(d) Within (30) days from the beginning of classes for each term, the University will provide the union with directory information of graduate assistants not in the bargaining unit who have not suppressed their directory information.

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

## **ARTICLE 9 - APPOINTMENTS**

**Section 1.** In making appointments and reappointments within a program, department, or employing unit, the employer may give priority to candidates enrolled in that unit or in units from closely related academic areas. The employing unit will consider the candidate's relevant skills and academic background.

**Section 2.** Upon appointment, the employing unit will provide the Graduate Assistant with details of the appointment (duration, FTE, salary, evaluation, tuition waiver, benefits, and bargaining unit status). If specific duties to be assigned and bargaining unit status are not known at the time of appointment, the employing unit will notify the Graduate Assistant of those details within fifteen (15) working days of the beginning of classes. The Graduate Assistant will be provided with a copy of the Position Description for the appointment. The Position Description will indicate the general nature of the duties of the position, an approximate distribution of hours expected to be allocated to specific tasks during the employment period, relevant health and safety information, and expected preparation or training.

**Section 3.** If, in the judgment of the employer, work assignments can reasonably be expected to continue, Graduate Assistants should be appointed for an academic or fiscal year rather than term-to-term. If a course or service must be canceled, the unit may reassign or lay off Graduate Assistants in accordance with Article 14. A Graduate Assistant's appointment may be reduced based on operational needs or by mutual agreement.

**Section 4.** Employing units shall be encouraged to use Graduate Assistant appointments rather than hourly positions where appropriate and when supported by budget.

## **ARTICLE 10 - WORK ASSIGNMENT**

**Section 1.** The University reserves the right to assign and reassign Graduate Assistants those duties and responsibilities that best meet the needs of the institution based upon the qualifications and abilities of the Graduate Assistant.

**Section 2.** Work assignments shall be offered to Graduate Assistants in a timely fashion to allow for adequate preparation. Reasonable preparation time shall be included among the Graduate Assistant's paid duties.

**Section 3.** Employing units shall endeavor to inform Graduate Assistants of available assignments and work schedules at or near the beginning of the appropriate employment period. Graduate Assistants may indicate their preference of assignments and work schedules, which the employing unit will consider in making assignments.

**Section 4.** Recognizing that Graduate Assistants are also students, the employing unit will endeavor to avoid conflicts between class and work schedules. When possible, work-related meetings involving Graduate Assistants will be scheduled during regular hours.

## **ARTICLE 11- SALARY**

**Section 1. Monthly Salary Rate.** The minimum full-time equivalent monthly salary rate for the term of this agreement is \$2,275 for employees. Employing units reserve the right to set their full-time equivalent monthly salary rate at a higher level. The monthly salary is determined by multiplying the full-time equivalent monthly salary rate by the employment fraction as specified in Section 3.

**Section 2. Employment Period.** Appointments can be made based on the nine-month academic year, the twelve-month fiscal year or for other periods specified in individual cases. The nine-month academic year is divided into three academic quarters as defined by the Oregon University System, each corresponding to an employment period of three months (thirteen weeks) duration.

**Section 3. Employment Fraction.** Employment fractions should be determined by the following scale of time commitments averaged over the employment period specified in Section 2. The use of an employment fraction indicates less than half-time effort.

Employment Fraction (FTE)	Total Hours per Academic Quarter Employment Period
0.10	52
0.15	78
0.20	104
0.25	130
0.30	156
0.35	182
0.40	208
0.45	234
0.49	255

Graduate Assistants appointed at 0.49 FTE for a 9-month academic year will not exceed a maximum of 255 hours per quarter or a total of 765 hours.

**Section 4. Adjustments to Employment Fraction.** An employee's employment fraction is an estimate of a proportion of full-time effort within a department or unit for the assignments involved and shall be as determined by the department or unit. Such a determination, provided there is a substantial variation between estimated time and actual time, is subject to review through the Grievance Procedure on the question of whether the estimate, and therefore the fraction, was reasonable based on the provisions of Section 3. In the event that the estimate, and therefore the fraction, was unreasonable, the department or unit will make an appropriate retroactive adjustment in salary and will prospectively increase the fraction to correspond to an appropriate estimate or reduce the time commitment to correspond to the fraction. Other adjustments, if any, shall not predate the filing of a written grievance.

## **ARTICLE 12 - TUITION WAIVER**

**Section 1.** GTA/GRA's appointed at 0.2 FTE and above are exempt from payment of tuition for up to 16 credit hours taken in any quarter to which the appointment applies. The current overload tuition will be assessed for such excess hours as set forth in the Oregon University System "Academic Year Fee Book."

**Section 2.** In the administration of the above policy, GTA/GRA's shall be required as a term or condition of employment to enroll for and maintain a minimum of twelve (12) graduate credit hours toward the degree throughout the term. However, the Dean of the Graduate School may approve undergraduate credits in a relevant program of study as meeting the twelve (12) credit minimum. Nothing in this contract will preclude an academic advisor from recommending additional hours as appropriate for the student's academic program.

**Section 3.** Notwithstanding Section 2, during a given summer term the Dean of the Graduate School may elect to allow graduate assistants to meet the criteria for tuition waiver when enrolled for a minimum of nine (9) credit hours toward the degree.

**Section 4.** Nothing in this Article shall be interpreted to restrict the Oregon University System in any manner in the exercise of their statutory duty to establish tuition.

## **ARTICLE 13 - SUMMER TERM**

**Section 1.** At the discretion of the employing unit, Graduate Assistants on academic-year appointments may be offered additional appointments covering all or part of the University's summer term. The number of such appointments and

their duration will be determined by the employing unit based on the anticipated workload or enrollment for summer term.

**Section 2.** The salary for summer term appointments will be determined according to Article 11 (Salary), with summer term treated as another 3 month (13 week) employment period. The salary base for the summer term will be that of the previous academic year. The actual work duration in summer term may differ considerably from the employment period; for example, a Graduate Teaching Assistant may be employed to teach a 4-week summer term course at 13 hours per week, corresponding to 52 hours total work or 0.10 FTE for the employment period.

## **ARTICLE 14 - LAYOFF**

**Section 1.** Layoff is defined as a separation from University employment during the period of an employee's appointment due to a reduction in force or a reduction in a department and shall not reflect discredit on the employee.

**Section 2.** Order of layoff will be based on reasonable criteria. Layoff shall be implemented by providing employees with as much written notice of separation as possible, but no less than fifteen (15) days before the effective date stating the reasons for layoff.

**Section 3.** If layoff occurs after the first day of compensable employment in any employment period, an affected employee shall continue to be exempt from payment of tuition per Article 12 for the remainder of his/her appointment, not to exceed the end of the current academic year.

**Section 4.** A Graduate Assistant whose position is restored after a layoff but before the conclusion of his/her appointment will be reappointed to that position.

## **ARTICLE 15 - EVALUATION**

**Section 1.** Each unit employing Graduate Assistants has the right to conduct periodic evaluations of the employee's job performance. The unit may establish job performance criteria and the frequency and format of evaluation appropriate for the employee's work assignment. Evaluations will be performed no less than once each academic year. Employees shall have access to all evaluative material unless otherwise restricted by this Article. Upon appointment, Graduate Assistants shall be notified in writing of the evaluation process and criteria.

**Section 2.** The evaluation may include written input provided by students, clients or others who have direct knowledge of the employee's performance. If the written input includes a numerical rating, then a summary of the average rating scores may become a part of the Graduate Assistant's personnel file.

Anonymous evaluative material may not be kept in a Graduate Assistant's personnel file.

**Section 3.** The supervisor or another faculty member designated by the employing unit may also conduct one or more site visits to the employee's classroom or work place for the purpose of evaluation. Upon request by the Graduate Assistant, the supervisor or a designated faculty member will conduct a site visit to an employee's classroom or workplace. A Graduate Assistant may request additional evaluations on particular performance issues at any time.

**Section 4.** The employee shall be provided with a timely copy of the written evaluation by the supervisor. The employee shall sign the copy to be placed in the personnel file as an acknowledgment that the employee has received and read the evaluation. Within thirty (30) days of receiving the evaluation, the employee has the right to submit a written rebuttal for inclusion in the personnel file.

**Section 5.** As a result of the evaluation process, the academic unit may require that specific deficiencies in the work performance be remedied. If the deficiencies are not remedied within a reasonable period of time, the employing unit may initiate disciplinary procedures as specified in Article 17.

## **ARTICLE 16 - PERSONNEL FILES**

**Section 1.** An employee may choose to be accompanied by a representative of the Union when reviewing material in his/her personnel file. In such instances, the employee shall be required to provide written authorization for the Union representative to view such material.

**Section 2.** All evaluative or disciplinary material relating to an employee's employment placed in a file shall be signed by the author and dated. This requirement does not apply to personnel action forms and other similar material routinely placed in files for record keeping purposes. Copies of all documents pertaining to employment related performance and evaluation of an employee will be kept in a file maintained in the employee's department or administrative unit. This does not preclude the keeping of additional files in other University offices as needed for record keeping purposes.

**Section 3.** No evaluative or disciplinary material reflecting unfavorably upon an employee shall be placed in the personnel file without the signature of the employee. The employee shall be required to sign such documents and may request the following disclaimer: "Employee's signature confirms only that the supervisor has discussed and given a copy to the employee and does not indicate agreement or disagreement." In the event that an employee refuses to sign such document, the supervisor will note the employee's refusal on the

document and process the document as if it had been signed. An employee has the right to submit a written rebuttal to be placed in the file.

**Section 4.** An employee has the right to have placed in the file a reasonable amount of material or information which may reasonably be expected to be of assistance in the evaluation process.

**Section 5.** No reference to a grievance shall be placed in a departmental personnel file nor shall reference to a grievance be considered in evaluation of an employee.

**Section 6.** The employee shall have access to all written evaluations placed in the personnel file, with the exception of letters of reference that the employee requests of the unit head or of present or past supervisors of the employee's work at Oregon State University and that the employee has designated as confidential with the concurrence of the writer.

## **ARTICLE 17 - DISCIPLINE AND DISCHARGE**

**Section 1.** The parties recognize the authority of the employer to impose discipline, up to and including dismissal, for just cause. Discipline may take the form of written reprimands, reduction in duties, reassignment, suspension without pay, and dismissal. Disciplinary action shall be imposed in accordance with the principles of progressive discipline.

**Section 2.** Prior to imposing a disciplinary action, the University will advise the employee of the charges and complaints that potentially give rise to such action. The employee will be provided an opportunity to refute the charges or to present extenuating circumstances. An employee is entitled to representation by a Union representative at investigatory meetings which may result in discipline, if he/she so chooses. The union will make a representative available to attend an investigatory meeting within forty-eight (48) hours.

**Section 3.** All forms of discipline will be issued to the employee in writing. Such written notice will state the level of discipline being imposed and the charges and complaints which give rise to the disciplinary action. All such written notices will include the following disclaimer: "Employee's signature indicates only that the supervisor has discussed this material with the employee and he/she has received a copy. The employee's signature does not indicate agreement or disagreement with its content." Employees will be required to sign disciplinary notices containing this disclaimer.

**Section 4.** Within thirty (30) days of receiving a notice of discipline, the employee may provide a written rebuttal to be placed in his/her file with the notice of discipline.

**Section 5.** Upon written request from the employee, warnings and disciplinary notices shall be removed from his/her file after two (2) years. Disciplinary notices may be removed sooner if, in the judgment of the head of the administrative unit in which the employee works, or the Dean of the Graduate School if the graduate assistant is appointed to a different department, the employee's performance and conduct warrants such removal. In the event that the Head of the administrative unit is the employee's supervisor, the employee may forward the request to the Dean of the Graduate School.

**Section 6.** An employee who alleges that disciplinary action was without just cause may file a grievance under the provisions of Article 18. It is understood that an employee's right under this Agreement to grieve disciplinary action applies only to the employee's performance and conduct as an employee. Employees may not grieve, under this Agreement, decisions to impose sanctions for academic reasons or violations of the Student Conduct Code.

**Section 7.** Employees who voluntarily or involuntarily lose status as a Graduate Assistant (i.e., student status) shall have no right to continued employment and shall be considered to have resigned from their service appointment.

## **ARTICLE 18 - GRIEVANCE PROCEDURES**

**Section 1.** (a) Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms or conditions of this Agreement.

(b) All grievances shall be processed in accordance with this Article which shall be the sole and exclusive method of resolving grievances. Grievances may be filed with Union representation or, consistent with statute, employees may present grievances to the employer and have such grievances adjusted without Union intervention, provided:

- 1) The adjustment is not inconsistent with the terms of this Agreement; and
- 2) The Union has been given an opportunity to be present at meetings which may result in adjustment to the grievance.

(c) Grievances shall be filed within twenty-one (21) calendar days of the date the grievant or Union knew or should have known of the facts giving rise to the alleged grievance.

(d) Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated, a clear explanation of the alleged violation, a statement that it is a grievance being filed under Article 18, the remedy sought and to whom the response should be directed. Once filed, neither the grievant nor Union shall expand upon the original written grievance.

(e) Time limits specified in this Article shall be strictly observed, unless the parties mutually agree to extend them. If agreed to, extensions of time limits shall be stipulated in writing.

(f) "Filed" shall mean the actual date of receipt. Grievances received after close of regular business hours shall be considered received on the following business day.

(g) If at any step of the grievance procedure the University fails to issue a response within the times specified, the grievance shall be considered denied. The grievant or Union may file the grievance at the next step.

(h) If the Union or grievant fails to file the grievance at the subsequent step within the time specified, the grievance will be considered withdrawn and cannot be resubmitted.

(i) Grievances involving multiple employees from multiple departments shall be filed initially at Step 2.

**Section 2.** The parties acknowledge the benefit of resolving grievances at the lowest possible step. Prior to filing a grievance under this Article, employees are encouraged to address issues informally with their supervisor or other University representative with authority to resolve the specific issue. Use of this informal process will not alter timelines required to file a formal grievance.

**Step 1:** Should a grievance not be resolved informally, or should a grievant decide not to use an informal process, a formal grievance shall be filed with head of the administrative unit in which the employee works (Chair, Director, Dean, Superintendent). Should the head of the administrative unit also be the grievant's academic advisor, the grievance shall be filed at step-2. The head of the administrative unit shall respond in writing within fifteen (15) calendar days.

**Step 2:** Should a grievance not be resolved at Step 1, the employee or Union may file the grievance with the Dean of the Graduate School or the Dean's designee within fifteen (15) calendar days from receipt of the Step 1 response or if a response was not received within fifteen (15) days from when the response was due. The Dean or designee shall respond in writing within fifteen (15) calendar days.

**Step 3:** Should the grievance not be resolved at Step 2, the employee or Union may file the grievance with the Provost or designee within fifteen (15) calendar days from the date on which the employee or Union receives the Step 2 response or if no response was received within fifteen (15) days from the date the response was due. Grievances filed with the Provost shall be responded to within fifteen (15) calendar days. Should a grievance not be resolved at Step 3, the union may request arbitration.

**Section 3.** To advance a grievance to arbitration:

(a) The Union must notify the University of its decision to arbitrate within twenty-one (21) calendar days of receipt of the Step 3 response or if no response was received within twenty-one (21) days from when the response was due.

(b) Within fifteen (15) calendar days from the Union's notification of intent to arbitrate, the Union will request a list of five (5) arbitrators from the Employment Relations Board. The parties will then 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.

(c) The arbitrator shall have authority to hear and rule on issues which arise over arbitrability. Such issues if raised must be heard prior to hearing the merits of the grievance advanced to arbitration. The parties may mutually agree to allow the arbitrator to take procedural issues under advisement and to proceed with the hearing on the merits. If the arbitrator rules the grievance is nonarbitrable, he/she shall not issue a ruling on the merits.

(d) If either party requests that post-hearing briefs be filed, the arbitrator shall set the date for submission of those briefs.

(e) The parties agree that the decision and award of the arbitrator shall be final and binding. The arbitrator shall have no authority to rule contrary to or change any of the terms of this Agreement.

(f) The arbitrator shall have no authority to hear or decide any grievance relating to an academic decision or judgment concerning the employee as a student. The arbitrator shall have no authority to reinstate an employee who is no longer a student or otherwise does not meet the criteria to be a Graduate Assistant.

(g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration.

#### **Section 4. Expedited Procedure for Unit Eligibility Issues.**

(a) If a Graduate Assistant believes that she/he was incorrectly included or excluded from the bargaining unit, she/he will file a "unit eligibility grievance" with the Dean of the Graduate School within twenty-one (21) working days of the date the graduate assistant or union knew or should have known the graduate assistant's bargaining unit status. If notification is sent by email, it shall be considered received, thus beginning the twenty-one (21) working day timeline, whether or not the graduate assistant reads the email. The grievance will clearly state the basis for the grievance and include any supporting documents. The Dean of the Graduate School may affirm the grievance in which case the Graduate Assistant's status will be changed.

(b) If the Dean of the Graduate School denies the grievance or if a response is not received within fifteen (15) days, the grievant may file the grievance with a Joint Eligibility Committee (JEC) within fifteen (15) days of receipt of the Dean's response. If the grievance is not filed with the JEC within fifteen (15) days of receiving the Dean's response, the grievance will be considered withdrawn and cannot be resubmitted during the term in question.

(c) The JEC will be comprised of two (2) members appointed by the Provost and two (2) members appointed by the Union. The JEC shall review the grievance and may decide on the record before it or may solicit additional information prior to issuing a decision. The JEC shall make decisions by majority.

(d) Decisions of the JEC will be final and binding on the parties during the academic term in which the grievance is filed or as long as the specific work assignment continues.

(e) If the JEC cannot reach a majority decision within fifteen (15) days, the grievant may file for arbitration by following the process in Section 3 of this Article, except that no post-hearing briefs will be filed unless mutually agreed to by the parties and the arbitrator will be given thirty (30) days for his/her decision.

Decisions of the arbitrator in unit eligibility matters shall apply only to the specific grievant(s). Such decisions are final and binding on the parties.

## **ARTICLE 19 - CONSULTATION**

**Section 1.** The Union and a designee of the Dean of the Graduate School agree to meet at the request of either party to discuss matters pertinent in the implementation or administration of this Agreement or other mutually agreeable matters. The meetings will be held as soon as practicable after receipt of a written request for such a meeting. The request for such meetings shall contain a recommended agenda of items to be discussed. Each party may have up to three (3) representatives at such meetings. Additional representatives may be allowed upon mutual agreement of the parties.

**Section 2.** The parties agree that such meetings shall not constitute or be used for the purpose of negotiations.

**Section 3.** Any resolution or agreements made as a result of these meetings shall be reduced to writing and signed by the parties.

## **ARTICLE 20 - ELECTION DAYS**

International Graduate Assistants who wish and/or are required to vote in their national elections and can only do so at the consular agency, must provide the employing department with both reasonable advance notice and documentation. The employing department will arrange the work to allow the Graduate Assistant adequate travel time to the nearest consular agency where the Graduate Assistant may vote.

## **ARTICLE 21 - 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 his/her 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 reserves the right to petition for 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 his/her normal duties.

## **ARTICLE 22 - PARKING**

**Section 1.** The University agrees to sell up to twenty (20) faculty/staff parking permits to bargaining unit employees each academic year. The Union will determine and inform the University of the names of the 20 employees. These employees will pay the faculty/staff rate in effect at that time.

**Section 2.** Should the Union desire to revise the names of those employees receiving faculty/staff permits, the Union must return the permits of the employee(s) whose names are being removed from the list.

**Section 3.** The Union shall indemnify and hold the University harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the University for the purpose of complying with the provisions of this Article.

## **ARTICLE 23 - EXPENSES**

**Section 1. Travel and Mileage.** The University and the Union agree that reimbursement for travel and/or mileage will be in accordance with policy and rates established in the OUS Financial Administrative Standard Operating Manual (FASOM) or its successor. The employer will give the Union at least thirty (30) days notice of any proposed changes to FASOM which directly effect travel and/or mileage reimbursement.

**Section 2. Immunizations.** The employing department or program will pay or reimburse employees for immunizations required to perform the functions of their jobs as specified in writing by the department or program.

## **ARTICLE 24 - NONDISCRIMINATION**

**Section 1.** Neither the University nor the Union shall discriminate nor tolerate discrimination on the basis of race, ethnicity, religion, gender, age, national origin, marital status, sexual orientation or disability.

**Section 2.** Neither the University nor the Union will discriminate nor tolerate discrimination against a Graduate Assistant on the basis of Union membership or non-membership.

**Section 3.** Grievances alleging violations of Section 1 of this Article can be grieved only through Step 3 of the grievance article and are not subject to arbitration except for grievances alleging discrimination on the basis of sexual orientation. Unresolved discrimination grievances may be submitted to the Bureau of Labor and Industries or the Equal Employment Opportunity Commission.

## **ARTICLE 25 - HEALTH AND SAFETY**

**Section 1.** The University acknowledges an obligation to provide a safe and healthy environment for its employees and agrees to do so in accordance with any and all applicable local, State and Federal laws pertaining to occupational safety and health.

(a) Training: The supervisor shall see that Graduate Assistants are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process or practice which they are authorized to use or apply during the course and scope of their employment and in the proper handling of dangerous or toxic substances. This training will be provided to the employee without loss of pay.

(b) Equipment: It is the responsibility of the University to provide, at no cost to the Graduate Assistants, all necessary personal protective equipment (PPE) which is required for the safe and healthy execution of their duties as well as training in the proper use of any issued PPE.

(c) If, after reporting to the supervisor that a specific substance, task or assignment may jeopardize personal health or safety, correction is not made, that employee may refuse to perform such activity without penalty until the appropriate health or safety office has reviewed the situation and made a finding. The University shall notify the Union of each determination that is made.

## **ARTICLE 26 - WORK-RELATED INJURIES OR ILLNESS**

**Section 1.** An employee injured on the job or who contracts a disease or illness as a result of work performed and/or the work environment shall notify his/her supervisor as soon as practical after the incident giving rise to the injury or after becoming aware of the disease or illness. The employer shall provide necessary forms and reasonable assistance for the employee to file a Workers' Compensation claim. The employee shall provide the University's workers' compensation insurance carrier with all information and documents necessary to process his/her claim.

**Section 2.** When, upon advice of his/her physician, an employee requires modified work or a modified work schedule due to an on-the-job injury or work-related disease or illness, the University will make a good faith effort to accommodate the employee's needs. Upon request of the employer, the employee shall provide a certification from his/her treating physician confirming the need for modified work or a modified schedule.

**Section 3.** An employee who is unable to work due to an on-the-job injury or work-related disease or illness, shall be accorded all rights of applicable statutes and regulations. Upon the treating physician's certification that the employee is

able to return to his/her job, the employee shall be returned in accordance with all applicable statutes and regulations.

## **ARTICLE 27 - STATUTORY COMPLIANCE**

The employer agrees to comply with provisions of relevant statutes governing Unemployment Insurance, Social Security, Workers' Compensation, the federal Family Medical Leave Act (FMLA), Medicare and the Oregon Family Leave Act (OFLA). To the extent that these statutes provide the employer with discretion in their interpretation and application, the employer reserves such discretion and the Union reserves the right to grieve the interpretation.

**LETTER OF AGREEMENT**  
**HEALTH INSURANCE**

The Coalition of Graduate Employees (CGE) and Oregon State University (University) agree to the following process to achieve their joint goal of providing access to affordable health insurance for graduate assistants.

1. Effective Fall Term 2004, as a condition of appointment to a graduate assistant position, the University will require all graduate assistants with an appointment of 0.2 FTE or greater to enroll in a University health insurance plan regardless of whether they are members of the bargaining unit.
2. The parties will establish a joint Graduate Assistant Health Insurance Advisory Council (HIAC) comprised of three (3) graduate assistant members selected by CGE and three (3) members selected by the University. The HIAC shall advise the University in the development of a Request for Proposal for a health insurance plan and the review of bids received. The University may determine the necessity to contract with a health insurance consultant to assist with these tasks. The University will pay all costs associated with the contracting of a consultant. The HIAC will select the consultant from among bids/proposals received for consulting services.
3. Upon selection of a health insurance provider, the University shall enter into the appropriate contracts with the provider. The contracted health insurance plan shall be administered by the University's Student Health Services with advice from the HIAC.
4. The parties agree that the contracted plan will be the health insurance plan required as the condition of appointment referenced above. However, graduate assistants who show proof of enrollment in another health insurance plan, deemed acceptable by the Student Health Services, may waive coverage under the University plan. The HIAC will advise the University in developing criteria by which waivers of coverage will be determined. Graduate assistants who waive coverage under the University plan are not eligible to receive the University contribution as noted below.
5. Beginning October 1, 2004, the University shall contribute \$345 per term to the cost of the "graduate assistant only" premium and administrative fees for each graduate assistant who has an appointment of 0.2 FTE or greater. Graduate assistants will pay the remaining portion of the "graduate assistant only" premium, administrative fees and any additional costs for enrolling family or domestic partners in the plan. Graduate assistants will be required to authorize payment of these out-of-pocket

costs through a pre-tax direct deduction from their monthly stipends. After the first year of operation, the HIAC will review administrative fee expenditures. If a portion of administrative fees collected remain unexpended after the plan's first year of operation, the remaining fees will be used to offset administrative fees in the second year of operation (2005-2006).

6. Effective October 1, 2005, the University shall contribute 75% of the cost of the "graduate assistant only" premium and administrative fees during each term in which the graduate assistant has an appointment of 0.2 FTE or greater. Graduate assistants will pay the remaining portion of the "graduate assistant only" premium and administrative fees and any additional costs for enrolling family or domestic partners in the plan.
7. Beginning in 2005 and continuing through the 2005 – 2007 biennium, each party has the option to reopen this agreement once each biennium or when premiums increase more than 10% or administrative fees increase more than 25%. After the 2005-2007 biennium, this agreement may be opened only once every twenty-four (24) months at the request of either party.
8. The CGE agrees that its right to bargain future benefit contribution rates pertains only to bargaining unit members. CGE may not bargain for graduate assistants who are not bargaining unit members.
9. Effective with the Fall Term, 2003 the Recruitment and Retention Differential (RRD) will be renamed the Health and Wellness Stipend (HWS) and will be \$220 per term. The parties agree that the RRD/HWS will cease to exist after Summer Term, 2004.
10. The parties agree that neither health insurance nor the RRD/HWS will be open for bargaining during negotiations for a successor agreement that either party may open in November 2003 pursuant to Article 3 of the collective bargaining agreement between the parties.
11. This document becomes part of the collective bargaining agreement which succeeds the current agreement.

**LETTER OF AGREEMENT**  
**REGARDING SALARY INCREASES**

Pursuant to the mandate by the Governor of the State of Oregon, no state employee shall receive an increase in wages during the 2003 – 2005 biennium.

However, in recognition of the fact that employees' salaries are frozen, graduate assistants with appointments of 0.2 FTE or greater, will receive payments of \$115.00 per term during Fall Term 2004, Winter Term 2005, and Spring Term 2005.

**LETTER OF AGREEMENT**  
**REGARDING FEES**

The University agrees to keep Program Related Fees (see attached chart) at current levels until completion of the “reopener” negotiations as set forth in Article 3, Section 4, of the collective bargaining agreement.

For the purpose of this letter of agreement, “completion of reopener negotiations” means both parties have ratified agreements or the parties have completed impasse procedures under ORS 243.712.

**OREGON STATE UNIVERSITY**  
**Required Study Resource Fees**  
**2003-04 Academic Year Per Term**

	<b>Undergraduate Jul 03-Jun 04</b>	<b>Graduate Jul 03-Jun 04</b>
<b>CORVALLIS CAMPUS Resource Fees</b>		
<b>Program Related Fees - colleges, schools, and majors (Per term unless otherwise specified)</b>		
Engineering (per credit hour up to \$430 per term)	\$43.00	\$43.00
Preengineering	\$192.00	
MBA Students		\$350.00
School of Business	\$130.00	
Department of Art	\$100.00	\$100.00
Interdisciplinary Studies		\$35.00
Educational Resources	\$50.00	\$50.00
Honors College: students admitted before Fall 2002	\$25.00	\$25.00
Honors College: students admitted Fall 2002	\$100.00	\$100.00
Honors College: students admitted Fall 2003	\$167.00	\$167.00
Pharmacy	\$250.00	\$250.00
<b>CASCADES CAMPUS Resource Fees</b>		
<b>Program Related Fees - colleges, schools, and majors. (Per term unless otherwise specified)</b>		
Department of Art	\$100.00	\$100.00
Educational Resources	\$50.00	\$50.00

**LETTER OF AGREEMENT**  
**FAIR SHARE ELECTION**

The Parties will conduct an election to determine whether or not bargaining unit employees desire a Fair Share provision in the collective bargaining agreement. The following provisions shall apply:

- a) The Parties shall mutually select a third party neutral who will be responsible for coordination and administration of the election.
- b) The Parties shall mutually design a ballot which contains a simple and concise description of the issue, the date the ballot is due back and two choices:
  1. In favor of fair share
  2. Opposed to fair share
- c) The Parties shall mutually develop an informational letter to be mailed to bargaining unit members, approximately two to three weeks prior to the mailing of ballots, explaining fair share and the provisions of the election.
- d) The University shall remain neutral and not campaign for or against fair share. However, in response to questions, University representatives may provide factual information.
- e) After modifying the definition of directory information, consistent with the letter of agreement on Article 8, Section 11, Information, and prior to mailing ballots, the University shall provide the union and third party neutral a list of graduate assistants who have at least 52 hours of service during the term in which the election is held.
- f) Under the direction of the third party neutral, the University shall mail ballots to all bargaining unit employees on a date to be agreed upon by the Parties after the University modifies its definition of directory information.
- g) The Parties shall share equally the costs of the third party neutral, producing the informational letter and ballots and postage. However, the University's cost for securing a third party neutral shall not exceed \$1000.
- h) Ballots shall be due back to the third party neutral by a date agreed upon by the Parties. Ballots received after this date shall not be considered.
- i) The third party neutral shall count the ballots at an agreed upon location, date and time with representatives of each Party in attendance.
- j) At least 50% of bargaining unit employees must return their ballots, properly marked with a vote, for the counting of ballots to proceed.
- k) At least 50% of properly marked ballots must vote "In favor of fair share" for fair share to be implemented.
- l) Should, either 50% of bargaining unit employees not return ballots properly marked with a vote or should less than 50% of ballots choose "In favor of fair share", fair share will not be implemented by the Parties.
- m) If the vote determines that fair share is to be implemented, the University agrees to begin deducting fair share payments within 60 days after the election.

- n) Should fair share be implemented, the following language shall be included in the Parties' collective bargaining agreement as Article 28:

Article 28, Fair Share

- a) All bargaining unit employees who are not members of the union shall make fair share payments in lieu of dues beginning in their first paycheck after thirty (30) days of employment in a bargaining unit position.
- b) The amount of the fair share payment shall be set by the union, and shall be the equivalent of regular dues and fees paid by members working the same FTE fraction.
- c) The University shall deduct the fair share payment from the bargaining unit employee's monthly salary and remit such payment to the union at the time dues payments are remitted.
- d) Fair share deduction shall be made only from salary received as a bargaining unit employee and shall not apply to wages or stipends received in another capacity (e.g., hourly student wages, academic appointment, etc.).
- e) Bargaining unit members who exercise their right to non-association pursuant to ORS 243.666 shall be exempt from the fair share requirement. However; the employee shall pay an amount equivalent to regular union dues to a non-religious charity or other charitable organization mutually agreed to by the employee and the union. The employee shall furnish written proof that such payment has been made monthly to the employer and union.
- f) The union agrees to indemnify and hold the employer harmless against any and all claims, damages, suits, judgments or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

**LETTER OF AGREEMENT**  
**ARTICLE 8, SECTION 11**  
**INFORMATION**

The University agrees to make a good faith effort to modify its definition of "Directory Information" in OAR 576-020-0010 to include the hours of a graduate assistant's appointment designated as "service" each term. The University commits to making a good faith effort to accomplish this modification before January 31, 2005. The University will hold a public hearing on this matter no later than during November 2004.

Should this modification of the definition of "Directory Information" not be effectuated by January 31, 2005, either Party may elect to reopen this agreement for the limited purpose of negotiating Article 8, Section 11, Information. To invoke this reopener, a Party shall notify the other Party in writing by February 28, 2005. Upon such written notice being provided, the Parties will meet within thirty (30) days to discuss ground rules for the reopened negotiations.

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