

# **Collective Bargaining Agreement**

between



**Coalition of Graduate Employees  
AFT Local 6069, AFL-CIO**

and

**Oregon State University**

October 21, 2016 – June 30, 2020

## TABLE OF CONTENTS

<u>Number</u>	<u>Article</u>	<u>Page</u>	<u>Letters of Agreement</u>	<u>Page</u>
1	Parties to the Agreement	1	Medical and Family Leave	25
2	Recognition	1	Article 9 Appointments	26
3	Term of Agreement	1	Child Care	27
4	Complete Agreement	2	Gender Neutral Restrooms	28
5	Separability	2	Labor Management Meetings	20
6	No Strike or Lockouts	2	Article 12 Tuition and Fees	30
7	University Rights	3		
8	Union Rights	3		
9	Appointments	7		
10	Work Assignment	8		
11	Salary	9		
12	Tuition Waiver	11		
13	Summer Session	12		
14	Layoff	12		
15	Evaluation	13		
16	Personnel Files	13		
17	Discipline and Discharge	14		
18	Grievance Procedures	15		
19	Consultation	17		
20	Election Days	17		
21	Jury Duty	17		
22	Parking	18		
23	Expenses	18		
24	Non-Discrimination	18		
25	Health and Safety	19		
26	Work-Related Injuries or Illness	19		
27	Statutory Compliance	20		
28	Insurance	20		
29	Restrooms	22		
30	Sick Leave	22		

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

This Collective Bargaining Agreement is entered into between 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, including a combination of GRA and GTA appointments, employed by Oregon State University in a given academic year with a minimum 0.2 FTE appointment(s), until September 2017, when the minimum FTE will become 0.3, excluding (a) supervisory employees; (b) confidential employees; and (c) managerial employees. The University shall not create combined appointments of less than 0.2 FTE, and less than 0.3 FTE after September 2017. Employees included in the bargaining unit, as defined here, are hereinafter referred to as Graduate Employees in this agreement.

### **Section 3**

Disagreements regarding an employee's inclusion or exclusion from the bargaining unit will be resolved through Article 18, Grievances.

### **Section 4**

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.

### **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 thirty (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, 2020.

### **Section 2**

Either party may give written notice during the period of November 1 – 30, 2019 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 four articles selected by each Party. Two additional articles can be opened by either party through Article 19 – Consultation. To invoke this reopener, a Party shall notify the other Party, in writing, during October 2017. 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)
- (d) 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 their 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 Employees 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 the application of academic standards;
- (j) determine academic degree, program, and course offerings and requirements;
- (k) assess academic programs and determine degree eligibility;
- (l) impose academic sanctions including dismissal;
- (m) impose sanctions for violation of the Student Conduct Code;
- (n) hire, promote, transfer, assign, reassign, and retain employees;
- (o) suspend, discharge, or take other disciplinary action against employees for just cause;
- (p) relieve employees from duty due to lack of work or other non-disciplinary 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 in writing to the Office of Human Resources 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 thirty (30) 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 their 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.

## **Section 4 – Release Time**

The University shall provide thirty-two (32) hours 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 their 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 their supervisor, to perform their duties during such leave, or arrange to complete the work at another time, whichever is appropriate. Substitute work will be compensated in accordance with Article 11- Salary.

## **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 each membership category will be either a flat dollar amount or a single percentage of pay.
- (c) The Union will provide the Office of Human Resources written notification of its intent to change membership dues deduction rates no later than the 10<sup>th</sup> of the month for the new rate to take effect within the same month. Notice of intent to change membership dues deduction rates filed after the 10<sup>th</sup> of the month will take effect the following month. "Filed" for the purposes of change in membership dues deduction rates shall mean postmarked (dated by meter or U.S. Post Office), or hand delivered receipt.
- (d) 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.
- (e) The University agrees that once authorized by a Graduate Employee, dues deduction authorization will remain in effect as long as the Graduate Employee retains Graduate Employee status; and may be revoked only upon cessation of Graduate Employee status, or upon thirty (30) days written notice. The Union agrees that its dues deduction authorization cards will clearly inform Graduate Employees that once authorized, dues deductions will remain in effect as long as the Graduate Employee retains Graduate Employee status; and may be revoked only upon cessation of Graduate Employee 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 Employee.
- (f) It is understood that notifications from the Union to start or stop dues deductions received after the 10th of the month may take effect the following month unless the 10th falls on a Saturday or Sunday, in which case the start or stop date will fall on the following Monday.
- (g) The University will conduct an audit of Graduate Employee payroll deductions at least once per term. In the event that membership dues are not deducted from a Graduate Employee's paycheck, the University will act according to the number of months in which membership dues were not deducted:

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

### **Section 6 – Access**

Union representatives named in Sections 2 and 3 of this article shall be allowed reasonable contact with Graduate Employees 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 Graduate Employees 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 – E-Mail**

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

- (a) The Union's use of the University e-mail shall not be more restrictive than recognized campus organizations.
- (b) Use of the University e-mail system shall be on the employee's non-work time.
- (c) The Union, its representatives, and bargaining unit employees agree to abide by the University's Acceptable Use Policy in effect on July 1, 2012.
- (d) The Union will hold the Employer harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against employer, union or its agents (including union staff, union officers and stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this article.

The Oregon State University System shall not bar the free transmission of electronic mail between union electronic mail servers and OSU electronic mail servers.

### **Section 10 – Orientation**

Upon receiving at least seven (7) days in advance a request from the Union that a representative desires to attend a departmental or college-level new Graduate Employee 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 their presentation and will be allowed to distribute union material.

If the department does not conduct a new Graduate Employee orientation, a union representative may request to meet with the new employees who are in the bargaining unit. The department will provide meeting space according to current building use policies as long as the space is available and scheduling has occurred in accordance with department policies or guidelines. Subject to prior supervisory approval(s) and operational needs regarding scheduling, the employee(s) will be permitted to meet with a union representative on work time. The new employee orientation will be scheduled for fifteen (15) minutes; with the employer's and the

employees' consent, the meeting can be extended to thirty (30) minutes.

### **Section 11 – 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 12 – Information**

- (a) As a condition of appointment to a Graduate Employee position determined to be in the bargaining unit, or upon reappointment of a currently appointed Graduate Employee to a position determined to be in the bargaining unit, the Graduate Employee 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 Employees will be asked to sign a release authorizing the University to provide their salaries to the Union. These consents shall remain in effect only while the Graduate Employee is in a bargaining unit position.
- (b) The University will provide the Union the following directory information each month for all bargaining unit Graduate Employees who have not suppressed their directory information: Name, current mailing address and telephone number, email address, employing department, campus office address, funding source type, and when available assignment as a Graduate Teaching Assistant or Graduate Research Assistant; and, for those Graduate Employees who have signed a consent to release, bargaining unit status, salary, and FTE.
- (c) Within (30) days from the beginning of classes for each term, the University will provide the Union with directory information of Graduate Employees not in the bargaining unit who have not suppressed their directory information.
- (d) The University reserves the right to charge the Union actual costs for providing information requested in addition to the provisions of paragraphs (b) and (c) above.
- (e) Upon receipt of an annual written request from the Union, the Office of Human Resources will make available to the Union a list of work locations that are provided by the employing departments. The University is not required to create or maintain a list of work locations and failure to provide the information will not constitute a violation of this agreement.

### **Section 13 – Fair Share**

- (a) All Graduate 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 equal to regular dues and fees paid by the members of the Union working the same FTE fraction.
- (c) The University shall deduct the fair share payment from the Graduate 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 Graduate Employee and shall not apply to wages or stipends received in another capacity.
- (e) In the event that fair share costs are not deducted from a Graduate Employee's paycheck, the University will act according to the number of months in which fair share costs were not deducted:
  - i. If one (1) month's fair share costs are not deducted, the deduction will be spread out over the employee's next two (2) paychecks, creating a one-and-a-half (1 ½) deduction for each of those months.
  - ii. If two (2) or more fair share deductions are not deducted due to an administrative error, the University will notify the employee of the error and will allow the employee to choose to spread the missed fair share deductions over as many pay periods as desired, up to the remainder of the appointment period.
- (f) Graduate Employees who exercise their right to nonassociation 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.

#### **Section 14 – Indemnity**

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.

### **ARTICLE 9 – APPOINTMENTS**

#### **Section 1 – Priority**

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 – Appointment Letter**

Upon appointment, the employing unit will provide the Graduate Employee with an Appointment Letter. Departments shall give as much notice as possible in providing Appointment Letters, preferably no later than thirty (30) days prior to the start of employment.

The Appointment Letter will indicate an appointment to a Graduate Assistantship. A Graduate Employee's assignment (e.g. whether they are a Graduate Teaching Assistant or Graduate Research Assistant) may be changed between terms over the course of a single appointment. The assignment as either a Graduate Teaching Assistant or Graduate Research Assistant, while not required at the time of appointment, should be noted on the Appointment Letter for each term the assignment is known. The assignment may be modified by updating the Position Description in subsequent terms. Graduate Employee appointments may be split between funding sources and duties as long as the aggregate appointment meets or exceeds the minimum FTE up to 0.49 FTE as defined in Article 2.

Appointment Letters shall include:

- Duration of appointment
- FTE and corresponding hours worked
- Salary
- Evaluation
- Benefits: tuition and fee remission, health insurance, sick leave accrual
- Inclusion in the CGE Bargaining Unit
- If known: assignment as a Graduate Teaching Assistant or Graduate Research Assistant

#### **Section 3 – Position Description and Work Assignment**

The Graduate Employee will be provided with their work assignment and a copy of the Position Description at least fifteen (15) working days prior to the beginning of classes, unless the work opportunity became available less than fifteen days before the beginning of classes.

Position Descriptions shall include:

- Assignment as a Graduate Teaching Assistant or Graduate Research Assistant
- 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

- Expected preparation or training

Work Assignment shall include:

- Course number for Graduate Employees with teaching duties
- Health and safety information specific to their assignment
- Preparation or training specific to their assignment

#### **Section 4 – Appointment Duration**

Graduate Employees who are admitted to the University with an offer of support will be appointed for an academic or fiscal year rather than term-to-term. In the exceptional case that an appointment is made for a period less than the duration of the academic or fiscal year, the reason will be noted on the Graduate Employee's Appointment Letter.

In the event that a course or service must be canceled, the unit may reassign or lay off Graduate Employees in accordance with Article 14. A Graduate Employee's appointment may be reduced based on operational needs or by mutual agreement.

#### **Section 5 – Hourly Work**

Effective September 2016: Employing units shall be encouraged to use Graduate Employee appointments rather than hourly positions where appropriate and when supported by the budget.

Effective September 2017: Employing units shall use Graduate Employee appointments rather than hourly positions except where the work is temporary or is unrelated to academic work normally performed by Graduate Employees.

#### **Section 6 – Job Announcements**

Each term the Office of Human Resources will send an email to non-academic units encouraging them to announce available assistantships in the Barometer.

### **ARTICLE 10 – WORK ASSIGNMENT**

#### **Section 1**

The University reserves the right to assign and reassign Graduate Employees those duties and responsibilities that best meet the needs of the institution based upon the qualifications and abilities of the Graduate Employee.

#### **Section 2**

Departments shall provide notice of work assignments not less than fifteen (15) calendar days prior to the start of the term, unless the work opportunity became available less than 15 days prior to the start of the term. Reasonable preparation time shall be included among the Graduate Employee's paid duties.

#### **Section 3**

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

#### **Section 4**

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

## **Section 5 – Work Space**

Departments shall provide Graduate Employees with work space and equipment appropriate to perform their duties. The assigned work space shall be provided the same services as for other similar spaces within the department or building, including maintenance and custodial services. When appropriate, departments shall also provide space for Graduate Employees to hold private meetings with students. Departments without adequate space shall be responsible for finding and reserving space for Graduate Employees to conduct private meetings with students. Departments shall designate a contact person for all work space related issues. Graduate Employees may request work space maintenance and additional work space or equipment necessary to perform their duties (such as general work space, secure storage for confidential files or personal items, private meeting space, and access to telephones, computers, office supplies, photocopies, and printouts) from this contact person. The request and the decision on such a request should be made in writing.

## **Section 6 – University Closures**

The university Appointing Authority shall notify employees prior to the beginning of their work shifts not to report to work because of closure of facilities or curtailment of work due to inclement weather or hazardous conditions. In such cases, the university Appointing Authority will use announcements on university websites, local radio or television stations, recorded messages, or individual telephone contacts to notify employees of the closure or work curtailment prior to their leaving home. Graduate employees cannot be compelled to work when the university is closed, except by mutual agreement between the employee and their supervisor.

## **Section 7 – Schedule Changes**

Supervisors shall make reasonable efforts to allow Graduate Employees to arrange their work schedule allowing for fifteen (15) days leave over the academic year, taking into account the employee's academic program and the University's business needs. A request for leave shall be made in writing and sufficiently in advance of the schedule change to allow for planning for the absence. The decision on the request shall be made in writing and within a reasonable timeframe. Such requests shall not be unreasonably denied. This language does not limit a supervisor's ability to permit additional schedule adjustments

## **ARTICLE 11 – SALARY**

### **Section 1 – Monthly Salary Rate**

The minimum full-time equivalent monthly salary rate will increase from \$3661 to \$3771 effective September 16, 2016. 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. The University shall not reduce the monthly salary rate of bargaining unit employees reappointed in a subsequent year within the same employing department. Each year upon reappointment within the same employing unit, all bargaining unit employees who meet satisfactory academic progress standards, as determined by the Graduate School and the program of academic study, shall receive a minimum 2% increase to their current salary rate.

<b>Employment Fraction (FTE)</b>	<b>Minimum Monthly Salary</b>
0.2	\$754.20
0.3	\$1131.30
0.4	\$1508.40
0.49	\$1847.79

### **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 (3) academic

quarters as defined by Oregon State University, each corresponding to an employment period of three (3) months (thirteen weeks) duration.

**Section 3 – Employment Fraction (FTE)**

Employment fractions (full-time equivalency or FTE) 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.

**Effective September 16, 2017, Graduate Employees will be appointed to a minimum FTE of 0.3.**

The minimum FTE assignment for a Graduate Employee who has sole responsibility for teaching a lecture course and/or is listed as the instructor of record shall be 0.3 for one (1) section and 0.49 FTE for two (2) sections. Sole responsibility is understood to mean sole responsibility for teaching and conducting of a class, serving as the primary contact for students enrolled in the class, and evaluating and grading student work.

Employment fractions are to be based on expected weekly and overall workload during an academic quarter. Supervisors shall review the employment fraction with their employees at the beginning of the employee’s appointment to ensure mutual understanding of the weekly work time commitment. No more than 85% of the employee’s maximum work hours for a thirteen-week employment period may be worked during the eleven-week academic term (where an academic term is defined in this section only as ten instructional weeks and one week of finals). Working hours shall not fluctuate more than 50% above the weekly average in any one (1) work week throughout the course of the employment period, unless by mutual agreement between the supervisor and the employee.

Workload assigned to an employee under this article may or may not be separate from the academic expectations associated with thesis or dissertation research. This Agreement shall not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward their degree.

Graduate Employees appointed at 0.49 FTE for a 9-month academic year will not exceed two hundred fifty-five (255) hours per quarter or a total of seven hundred sixty-five (765) work hours in an academic year. The parties agree that work is to be distributed as evenly as possible over the thirteen-week employment period.

<b>Employment Fraction (FTE)</b>	<b>Total Work per 13 Week Employment Period*</b>	<b>Average Hours per Work Week of the 13 Week Employment Period*</b>	<b>Total Available Hours During 11 Week Academic Term *</b>	<b>Total Available Hours Outside of 11 Week Academic Term*</b>
0.10	52	4	44	8
0.15	78	6	66	12
0.20	104	8	88	16
0.25	130	10	111	20
0.30	156	12	133	23
0.35	182	14	155	27
0.40	208	16	177	31
0.45	234	18	199	35
0.49	255	19.6	217	38

\*Representation of hours is for combined appointment purposes.

**Section 4 – Adjustments to Employment Fraction (FTE)**

An employee's employment fraction is an estimate of a proportion of full-time effort within a department or unit for the work assignments involved and shall be as determined by the department or unit. In the event that it is demonstrated that the employee will exceed the assigned work hours, and therefore the employment fraction,

the department or unit will make an appropriate retroactive adjustment in salary and either reduce workload accordingly or make an appropriate increase in FTE not to exceed 0.49 FTE. In circumstances where it is determined that the employee is not meeting workload demands, based on performance, Article 15 shall be applied.

**Section 5 – Substitute Work**

Graduate Employees substituting for the work of another Graduate Employee under Article 30: Sick Leave, shall be compensated at the hourly rate corresponding to the monthly minimum salary established in Section 1 of this Article. In no case shall a Graduate Employee work over 259 hours per term. Graduate Employees may not work in excess of their available substitute hours each term without an adjustment to their FTE and sick leave accrual.

<b>Employment Fraction (FTE)</b>	<b>Maximum Substitute Hours Available per Term</b>
0.20-0.24	16
0.25-0.29	20
0.30-0.34	24
0.35-0.39	28
0.40-0.43	32
0.44	30
0.45	25
0.46	19
0.47	14
0.48	9
0.49	4

**ARTICLE 12 – TUITION WAIVER**

**Section 1 – Tuition Remission**

Graduate Employees appointed at a minimum 0.2 FTE, until September 2017 when the minimum FTE will become 0.3, are exempt from payment of tuition for up to 16 credit hours taken in any quarter to which the appointment applies. The exemption applies to OSU Extended Campus (E-Campus) courses. The current overload tuition will be assessed for such excess hours as set forth in the Oregon State University Academic Year Fee Book.

**Section 2 – Fee Remission**

Graduate Employees appointed at a minimum 0.2 FTE, until September 2017 when the minimum FTE will become 0.3, will have 90% of mandatory fees, as defined in the Academic Year Fee Book, remitted each term, including Summer. If the building, bad debt, and contingency fees exceed 10% of all mandatory fees, the University agrees to remit the total amount of all other mandatory fees. The one-time Matriculation Fee and International Student Orientation Fee shall also be remitted. Graduate Employees appointed at a minimum 0.2 FTE, until September 2017 when the minimum FTE will become 0.3, will have 100% of the E-Campus distance education fee remitted each term, including Summer.

**Section 3 – SEVIS and Visa Fee Remission**

Graduate Employees who pay a SEVIS and/or visa fee shall be reimbursed upon request and proof of payment unless that fee has already been paid or reimbursed by another source. The University agrees to reimburse actual expenses up to a maximum of \$360 (totaled over the duration of the employee’s enrollment at OSU) in SEVIS and/or visa expenses, including visa renewal expenses. The Graduate Employee must have received an official Graduate Assistant offer letter at or prior to the time the expense was incurred, and must be

a Graduate Employee at the time the reimbursement is requested. The reimbursement may be claimed if the above criteria are met on or before September 2016, but is not retroactive. Instructions on how to obtain reimbursement will be posted on the Office of Human Resources website.

#### **Section 4 – Enrollment Requirement**

In the administration of the above policy, Graduate Employees 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 5 – Summer Session Enrollment**

Notwithstanding Section 4, during a given Summer Session, Graduate Employees may meet the criteria for tuition remission when enrolled for a minimum of three (3) credit hours toward the degree.

#### **Section 6 – Establishment of Tuition**

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

### **ARTICLE 13 – SUMMER SESSION**

#### **Section 1**

At the discretion of the employing unit, Graduate Employees on academic-year appointments may be offered additional appointments covering all or part of the University's Summer Session. The number of such appointments and their duration will be determined by the employing unit based on the anticipated workload or enrollment for Summer Session.

#### **Section 2**

The salary for Summer Session appointments will be determined according to Article 11 (Salary), with Summer Session treated as another three (3) month (thirteen (13) week) employment period. The salary base for the Summer Session will be that of the previous academic year. The actual work duration in Summer Session may differ considerably from the employment period; for example, a Graduate Teaching Assistant may be employed to teach a four (4) week Summer Session course at thirteen (13) hours per week, corresponding to fifty-two (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 their appointment, not to exceed the end of the current academic year.

#### **Section 4**

A Graduate Employee whose position is restored after a layoff but before the conclusion of their appointment will be reappointed to that position.

### **ARTICLE 15 – EVALUATION**

#### **Section 1**

Each unit employing Graduate Employees 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 Employees 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 Employee's personnel file. Anonymous evaluative material may not be kept in a Graduate Employee'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 Employee, the supervisor or a designated faculty member will conduct a site visit to an employee's classroom or workplace. A Graduate Employee 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 their 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 conducted in private and 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 they so chooses. The Union will make a representative available to attend an investigatory meeting within two (2) work days.

## **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 they have 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 their file with the notice of discipline.

#### **Section 5**

Upon written request from the employee, warnings and disciplinary notices shall be removed from their 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 Assistant Vice President of Human Resources, or their designee, if the Graduate Employee 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 Assistant Vice President of Human Resources, or their designee.

#### **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 Employee (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 thirty (30) calendar days of the date the grievant or Union knew or should have known of the facts giving rise to the alleged grievance. In the event that the deadline for filing a grievance, submitting a grievance response, or appealing a grievance response falls on a Saturday, Sunday, or University holiday, such action will be considered timely if it is taken by 5:00 p.m. on the following business day (Monday – Friday).
- (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" for purposes of all grievances shall mean postmarked (dated by meter or U.S. Post Office), or 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.
- (j) At the request of either party, a meeting between the Union and the University's representative will take place at any step of the grievance procedure. If a meeting is held at the request of the Grievant and/or the Union, any time limit for the Employer's response set forth below shall begin with the date of the meeting.

## **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). The head of the administrative unit shall respond in writing within thirty (30) calendar days. Should the head of the administrative unit also be the Grievant's academic advisor, the grievance shall be filed at Step 2. The parties agree that all Step 1 grievance settlements shall not violate this agreement as non-precedential and shall not be cited by either party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the Grievant and the head of the Administrative Unit. Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under the Collective Bargaining agreement.

Step 2: Should a grievance not be resolved at Step 1, the employee or Union may file the grievance with the University President or their designee within thirty (30) calendar days from receipt of the Step 1 response or if a response was not received within thirty (30) days from when the response was due. The University President or their designee shall respond in writing within thirty (30) calendar days.

Step 3: Should the grievance not be resolved at Step 2; the employee or Union may file the grievance with the USSE's Director of Labor Relations or their designee within thirty (30) calendar days from the date on which the employee or Union receives the Step 2 response or if no response was received within thirty (30) days from the date the response was due. Grievances filed with the USSE's Director of Labor Relations or their designee 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 notify the Federal Mediation and Conciliation Service (FMCS) of the dispute and request a list of arbitrators that shall be specifically limited to Oregon, Washington, and Idaho arbitrators. The parties shall attempt to reach agreement on a permanent panel of arbitrators and a process for using such arbitrators. In the absence of agreement on such a panel and process, the current selection process will be retained and 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 non-arbitrable, they shall not issue a ruling on the merits.
- (d) If either party request 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 Employee.
- (g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration.

#### **Section 4**

This article does not apply to issues of: academic standing, academic standards, policies, and procedures or their implementation or application; or academic degree, program, and course offerings and requirements. Such grievances are covered by the Graduate School Academic Grievance Policy.

### **ARTICLE 19 – CONSULTATION**

#### **Section 1**

The Union and the Assistant Vice President of Human Resources or their designee 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. Matters related to grievance(s) or arbitration shall be handled pursuant to Article 18.

#### **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 Employees 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 Employee adequate travel time to the nearest consular agency where the Graduate Employee 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 their supervisor upon being summoned as a juror. To the extent possible, the employee shall attempt to schedule jury duty around work assignments. The employee may keep any money paid by the court for such service. The University 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 their normal duties.

## **ARTICLE 22 – PARKING**

### **Section 1**

Graduate Employees may choose to have their parking permit charged as a pre-tax deduction. The pre-tax deduction shall be taken equally from the employee's Fall Term paychecks, beginning in October. The deduction cannot exceed the federal qualified transportation fringe limit or be split between pre-tax and after-tax.

### **Section 2**

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 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 affect 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 age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sexual orientation, veteran's status, or any other protected class under State or Federal Law.

### **Section 2**

Neither the University nor the Union will discriminate nor tolerate discrimination against a Graduate Employee on the basis of union membership or non-membership.

### **Section 3**

Grievances alleging violations of Section 1 of this Article can be grieved only at Step 2 of the grievance article and are not subject to arbitration. 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 department shall see that Graduate Employees 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) Field Training: If the Graduate Employee's work assignment includes off-campus field work, the supervisor shall see that the Graduate Employee is properly trained not only in the safe operation of all equipment, but also in appropriate field safety, including sexual harassment training, first-aid, and emergency contact protocols.
- (c) Equipment: It is the responsibility of the University to provide, at no cost to the Graduate Employee, all necessary personal protective equipment (PPE) required for the safe and healthy execution of their duties, including work in the field, as well as training in the proper use of any issued PPE. For Graduate Employees participating in field work, this may include emergency contact equipment appropriate to the work that is being performed.
- (d) 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.

### **Section 2**

Oregon State University commits to maintaining a position for a CGE representative on the University Health and Safety Committee.

## **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 their 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 their claim.

### **Section 2**

When, upon advice of their 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 their 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 their 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.

## **ARTICLE 28 – INSURANCE**

The University agrees to continue providing access to health insurance for Graduate Employees as defined in this Article.

### **Section 1 – Mandatory Enrollment**

The parties agree that enrollment in a health insurance plan is required by the University as a condition of appointment. The University will enroll all Graduate Employees with an appointment of 0.2 FTE or greater, and 0.3 FTE or greater after September 2017, in the University health insurance plan prior to the start of the Graduate Employee's appointment or reappointment during either the academic year or Summer Session. Graduate Employees are required as a condition of employment to be enrolled in the University health insurance plan unless they submit a waiver request and receive approval as outlined in Section 2 of this article.

A Graduate Employee may choose to enroll their partner, children, or family in the University health insurance plan. The enrollment form must be submitted to Student Health Services within the first thirty (30) days of the start of the appointment. Unless there is a break in the Graduate Employee's health insurance coverage, all previously enrolled dependents will be automatically enrolled in the subsequent term for which the Graduate Employee is eligible for health insurance, including Summer Session. If a family member should not be re-enrolled, the Graduate Employee must submit a new enrollment form to Student Health Services within the first thirty (30) days of the start of the appointment, or before May 1<sup>st</sup> for Summer Session.

### **Section 2 – Waiver of Enrollment**

A Graduate Employee may waive enrollment in the University health insurance plan by providing proof of enrollment in another plan that is deemed comparable by Student Health Services. A comparable health insurance plan includes medical, vision, and dental. If an otherwise comparable plan does not include dental, the Graduate Employee must obtain comparable dental coverage at the Graduate Employee's cost. A Graduate Employee must submit a completed waiver of health insurance form, insurance identification card, and summary of benefits to Student Health Services prior to the start of their appointment.

Graduate Employees who receive a denial of their request for a waiver will be notified of the following:

- The reasons that their plan is not considered comparable
- Contact information for the Union
- The opportunity to discuss the decision with Student Health Services and their chosen Union representative, with a member of the Office of Human Resources present

### **Section 3 – Premiums and Contributions**

(a) Through September 15, 2016, the University shall contribute 85% of the cost of the 'Graduate Employee only' premium and half the administrative fees for each month in which the Graduate Employee qualifies.

Effective September 16, 2016 through September 15, 2017, the University shall contribute 87% of the cost of the 'Graduate Employee only' insurance premium and half the administrative fees for each month in which the Graduate Employee qualifies.

Effective September 16, 2017 through September 15, 2018, the University shall contribute 88% of the cost of the 'Graduate Employee only' insurance premium and half the administrative fees for each month in which the Graduate Employee qualifies.

Effective September 16, 2018 through September 15, 2019, the University shall contribute 89% of the cost of the 'Graduate Employee only' insurance premium and half the administrative fees for each month in which the Graduate Employee qualifies.

Effective September 16, 2019, the University shall contribute 90% of the cost of the 'Graduate Employee only' insurance premium and half the administrative fees for each month in which the Graduate Employee qualifies.

- (b) The University shall contribute to the cost of the enrolled Graduate Employee's partner or child or family premium at the same rates mentioned in Section 3(a) of this Article for each month in which the Graduate Employee qualifies.
- (c) The University shall continue to contribute to the cost of the 'Graduate Employee only' premium and administrative fees at the same rate as the previous term for each month in which the Graduate Employee is on approved medical leave, up to three months for an approved continuous medical leave of absence.
- (d) The University shall continue to contribute to the cost of the enrolled Graduate Employee's partner or child or family premium at the same rate as the previous term for each month in which the Graduate Employee is on approved medical leave, up to twelve (12) weeks for an approved continuous medical leave of absence.
- (e) The Graduate Employee's portion of the premium is due and payable at the first of each month during the Graduate Employee's employment period.
- (f) Graduate Employees who waive coverage under the University health plan are not eligible to receive the University's contribution.

#### **Section 4 – Summer Session Coverage**

- (a) To be eligible for summer coverage, a Graduate Employee must have a Fall, Winter, or Spring Term appointment in the current academic year and be enrolled in the Graduate School for either the Summer Session or the following Fall Term.
- (b) The University shall contribute to the cost of Summer Session 'Graduate Employee only' health insurance coverage at the same rates mentioned in Section 3(a) of this Article.
- (c) The University shall contribute to the cost of the Graduate Employee's partner or child or family Summer Session coverage at the same rates mentioned in Section 3(a) of this Article.
- (d) Beginning Summer 2017, Graduate Employees enrolled on the University health insurance plan and employed any term during the previous academic year will be automatically enrolled in Summer Session health insurance unless they file to graduate in the Spring Term or submit a Summer Session insurance opt-out form before May 1<sup>st</sup>.
- (e) The Graduate Employee's health insurance coverage level for Summer Session will match the coverage level during their last prior appointment period, either 'Graduate Employee only', family, partner, or child, unless they make these changes by May 1<sup>st</sup> or have a qualifying life event that allows for dependent enrollment changes to be made.
- (f) One-ninth of the total Summer Session health insurance for the appropriate level of coverage will be deducted from each of the Graduate Employee's monthly paychecks during the academic year, beginning in October.
- (g) Graduate Employees who wish to opt out of Summer Session coverage must submit an opt out form by May 1<sup>st</sup>. For all Graduate Employees who opt out of Summer Session coverage or graduate, the employee

contribution for Summer Session coverage that was previously deducted will be refunded in the June payroll.

- (h) The University will be held harmless if the Graduate Employee fails to opt-out or fails to change their dependent enrollment information before the deadline.

### **Section 5 – Failure to Comply**

- (a) Should a Graduate Employee receive health insurance coverage through the Summer Session and not return in Fall Term, for reasons other than graduation, they can be held responsible for reimbursing the University for the employer's contributions.
- (b) If a Graduate Employee fails to provide a waiver to opt-out of health insurance by October 1 for Fall Term, January 1 for Winter Term, April 1 for Spring Term, or May 1 for Summer Session, they will be automatically enrolled in the University health insurance plan.

### **Section 6 – Plan Administration**

- (a) The Graduate Employee health insurance plan shall be administered by Student Health Services with advice from the joint Graduate Employee Health Insurance Advisory Council (HIAC). The HIAC shall be comprised of three (3) Graduate Employee members selected by CGE and three (3) members selected by the University.
- (b) The University agrees to include three (3) CGE representatives in Graduate Employee health insurance plan review meetings at least once per year. CGE's participation will be limited to reviewing plan data and aggregated claims data. CGE may provide suggestions regarding plan operation and possible revision/enhancement.
- (c) The University will contract with a health insurance consultant to assist with administration of the University health insurance plan. The University will pay all costs for the contracted consultant.
- (d) The CGE agrees that its right to bargain future benefit contribution rates pertains only to bargaining unit members.

### **Section 7 – Notice of Rate Increase**

Should Graduate Employee health insurance plan rates increase more than 10% or administrative fees increase more than 25%, the University will provide written notice to the Union of the anticipated increase within thirty (30) days of the receipt of the notice.

## **ARTICLE 29 – RESTROOMS**

The University agrees to provide employees with reasonable access to gender neutral restroom facilities. All newly constructed or renovated buildings will include at least one gender neutral restroom facility.

## **ARTICLE 30 – SICK LEAVE**

### **Section 1 – Sick Leave with Pay**

The parties acknowledge applicability of the state Sick Leave Act to Graduate Employees represented by the Union. It is agreed by the parties that sick leave with pay for Graduate Employees shall be determined in the following manner:

- (a) **Eligibility for Sick Leave with Pay.** Graduate Employees shall be eligible for sick leave with pay immediately upon accrual.
- (b) **Availability for Sick Leave with Pay.** Sick Leave accruals will be available at the beginning of each academic term that the Graduate Employee receives an appointment. Accrual balances may be viewed by the Graduate Employee in the on-line time and attendance system and at [mytime.oregonstate.edu](http://mytime.oregonstate.edu).



- (c) **Determination of Service for Sick Leave with Pay.** Time worked and sick leave with pay shall be included in determining the pro rata accrual of sick leave hours provided.
- (d) **Accrual Rate of Sick Leave.** Graduate Employees shall accrue sick leave at the following rate:

<b>Employment Fraction (FTE)</b>	<b>Sick Leave Accrual (Hours)</b>
.20	4
.21-.25	5
.26-.30	6
.31-.35	7
.36-.40	8
.41-.45	9
.46-.49	10

- (e) **Compensation Rate of Sick Leave Accrual.** When a Graduate Employee uses sick leave accruals, they will be compensated at their current rate of pay.
- (f) **Carry Over, Reappointment, and Restoration of Sick Leave Accruals.** Up to eighty (80) hours of unused sick leave will be carried into the next Graduate Employee appointment period when the next appointment occurs within five (5) years of the end of the original appointment.
- (g) **Limitations on Sick Leave with Pay.** Maximum accrual is forty (40) hours in a fiscal year.

**Section 2 – Utilization of Sick Leave with Pay**

- (a) **Conditions of Use.** Sick leave may be taken by a Graduate Employee when they or their family member experiences a mental or physical illness, injury or health condition, need for a medical diagnosis, care or treatment of mental or physical illness, injury or health condition or need for preventative care. Sick leave may be taken within 12 months of the birth or adoption of a child. Sick leave may also be taken as bereavement within 60 days of a death of an immediate family member. Sick leave may be taken in the event that a lawful public health authority declares an emergency relating to the Graduate Employee’s employment, their self-care, or the care of a family member. Sick leave may be taken in the event that the Graduate Employee seeks legal services, law enforcement services, or medical treatment relating to domestic violence, harassment, sexual assault or stalking for themselves or a minor child. In these cases, victim services and home relocations may also be covered by sick leave. The Office of Equity and Inclusion, <http://oregonstate.edu/oei/>, provides support to those experiencing these circumstances.
- (b) **Definition of Family Member.** “Family member” means the spouse or domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, the sibling of the employee, a parent-in-law of the employee, or a person with whom the employee was or is in a relationship with in the place of a parent.
- (c) **Requests and Recording of Sick Leave Accrual Use.** The University must provide a Graduate Employee their accrued paid sick leave upon request. The Graduate Employee must make a reasonable effort to use accrued sick leave in a manner which does not unduly disrupt the operation of the University. In the event that the use of leave is foreseeable, requests should be made ten (10) days in advance of the date of the expected leave and state the expected duration of the leave. In the event that the leave is not foreseeable, the Graduate Employee must follow the notice requirements set forth by the supervisor and provide an estimated amount of time that leave is expected. Requests will be made in accordance with the expectations of the supervisor, and leave will be recorded in advance in cases of foreseeable leave, or immediately upon the return from leave in cases of unforeseeable leave. Leave will be recorded in the University’s on-line time and attendance system in hourly increments.
- (d) **Consecutive Hours of Sick Leave Use.** The University may require the Graduate Employee to provide verification from a health care provider of the need for the sick leave if the employee takes more than twenty-four (24) consecutive hours, based upon a 1.0 FTE, of paid sick leave. The University shall pay any reasonable cost required for providing medical verification certification.

### **Section 3 – Coverage for Sick Leave Use**

Expectations for coverage for use of sick leave should be discussed in advance of the use of leave between the Graduate Employee and supervisor.

- (a) **Limitations to Require a Replacement.** The University may not require the Graduate Employee to search for or find a replacement Graduate Employee when utilizing accrued sick leave or work an alternative shift or schedule to make up for the use of the sick time.
- (b) **Flexible Schedules.** With mutual consent between the Graduate Employee and supervisor, the Graduate Employee may “flex” their schedule by working additional hours or shifts in place of using sick leave accruals.

### **Section 4 – Application of Sick Leave to Other Leaves**

Graduate Employees may be eligible for leave under multiple University policies as a student or as an employee, whether for their own medical condition or the condition of a family member. A full description of the leave policies and coverages that may apply to Graduate Employees can be found at:

<http://hr.oregonstate.edu/benefits/leaves/family-and-medical-leave-act-fmla/graduate-assistantships-family-medical-leave>. Eligible leaves, including but not limited to paid sick leave under this Article, will run concurrently when coverages overlap. For each medical episode requiring leave, the employee must first utilize accrued and donated paid sick leave and then enter into unpaid leave status, until they return to work.

### **Section 5 – Leave Donation**

- (a) Graduate Employees on an active appointment may irrevocably donate up to 30 hours of accrued sick leave to other Graduate Employees on an active appointment.
- (b) A Graduate Employee may receive a one (1) time donation of up to 30 hours of sick leave, either as a donation from a single employee or as a combined donation from multiple employees. The University shall not assume any tax liabilities that would otherwise accrue to the employee receiving the donation. The Graduate Employee receiving donated leave must use the leave in accordance with the provisions set forth in Section 2 (A) of this Article. If the sick leave donation recipient fails to exhaust donated leave for the purpose for which it was donated, the unused leave donations shall be returned to the donating employee(s).
- (c) Applications for donated leave shall be in writing and sent to the University’s Office of Human Resources and accompanied by the treating physician’s written statement certifying that the illness or injury will continue for at least ten (10) calendar days following the projected exhaustion of accumulated leave. Donated leave may be used intermittently. In cases where a new accrual is received by the Graduate Employee during the leave period, the Graduate Employee’s accruals will be used first, prior to the use or continued use of donated leave.

### **Section 6 – Nondiscrimination**

Use of sick leave accruals under the provisions set forth in this article are protected under Article 24-Nondiscrimination.

## **LETTER OF AGREEMENT – MEDICAL AND FAMILY LEAVE**

This agreement is between Oregon State University and the Coalition of Graduate Employees. The administration agrees that the current Medical and Family Leave policy which pertains to Graduate Employees will not be substantially changed without consultation with CGE. Additionally, CGE may provide input regarding the policy, including recommending modifications for consideration by the policy-makers.

All Graduate Employees seeking Medical and Family Leave will be informed that they may request a CGE advocate to help them through the process at any point. CGE will develop a literature piece for this purpose and provide it to Human Resources by Sept. 15, 2014. Human Resources will also provide this information to any Graduate Employee currently on Medical and Family Leave.

## **LETTER OF AGREEMENT – ARTICLE 9: APPOINTMENTS**

The University will provide assistance and oversight to help units execute the agreements in Article 9 relating to length of appointments and notice of appointments for Graduate Employees. The University will work with academic colleges to establish consistent practices for appointment that includes:

- All graduate students admitted with an offer of support should receive annual appointments or an appointment letter that indicates the reason for a shorter appointment.
- Graduate Employees will be appointed with the classification of “Graduate Assistants” without the requirement of specifying Graduate Teaching Assistant or Graduate Research Assistant at the time of appointment. The assignment as either a Graduate Teaching Assistant or Graduate Research Assistant, while not required at the time of appointment, should be noted on the Appointment Letter for each term the assignment is known. The research or teaching classification of Graduate Employees may be changed between terms by changing the appropriate funding source and indicating the assignment on the Position Description. Graduate Assistant appointments may be split between funding sources as long as the aggregate FTE meets or exceeds the minimum level of appointment up to 0.49 FTE.
- Position Descriptions need to be provided to Graduate Employees 15 days before the start of the term.
- Effective Fall 2017, the use of hourly student-worker appointments for graduate students during the academic year will be limited to circumstances where the work is temporary (grading one exam, substituting for another Graduate Employee, etc.) or is unrelated to academic work normally performed by Graduate Employees. If temporary work is for related academic work the hourly wage must be the same as for Graduate Employees in the same department.
- Graduate Employees whose appointments end in Fall or Winter Term will be notified 30 days before the next term if they will be reappointed or not reappointed.
- Units are encouraged to reappoint Graduate Employees for the following academic year as soon as possible in Spring Term of the current academic year whenever such reappointments are anticipated. In any case the 30-day notice applies for reappointments in Fall Term.

The University will provide standard language and appointment templates to units to assist in meeting the requirements for timely notice of appointment and work assignment.

The University agrees to audit appointments during each term of the 2016-17 and 2017-18 academic years to document use of single-term appointments, graduate hourly student-worker appointments, and any variances from the agreements on timely notice. The University will prepare a report of each audit and will send it to the Union. The Union may make a formal request for additional information from the University. If a unit has recurring issues with meeting timely notice or the unapproved use of single term appointments, the University will work with the Provost and Dean of the employing department to ensure that a plan is in place to meet expectations for subsequent Graduate Employee appointments.

## **LETTER OF AGREEMENT – CHILD CARE**

The University has an interest in addressing the child care needs of the OSU community and agrees on the importance of continuing to explore options and opportunities to increase access and affordability.

The University recognizes that Graduate Employees are both employees and students and will acknowledge this while developing and implementing child care solutions for all students and employees.

The University will update CGE on discussion and strategies on child care at the monthly labor-management meetings.

This LOA will expire at the end of Spring Term 2018, unless mutually agreed upon by CGE and Oregon State University.

## **LETTER OF AGREEMENT – GENDER NEUTRAL RESTROOMS**

The University agrees to mark all existing Restroom General (BXX1) and Restroom Unisex (BXX2) facilities as family friendly and gender neutral, or solely gender neutral.

The University further agrees to mark the following restrooms as family friendly and gender neutral, or solely gender neutral:

Agricultural & Life Sciences Building 3086  
Agricultural & Life Sciences Building 3086B  
Kidder 208  
Crop Sciences Building 208

## **LETTER OF AGREEMENT – LABOR MANAGEMENT MEETINGS**

The University and the Union agree to hold labor management meetings monthly. A maximum of five (5) attendees from the University and five (5) attendees from the Union may participate, unless otherwise mutually agreed upon.

Standing meeting agenda items may include, but will not be limited to, health and safety, FTE adjustment, assignment of work, work space, notice of appointment, and appointment duration. The University agrees to resolve matters of concern timely with follow up during the subsequent monthly meeting.

Meeting agenda for the period August 2016-June 2018 may also include preparation and roll-out of the 2017 FTE adjustment.

## **LETTER OF AGREEMENT: ARTICLE 12 TUITION AND FEES**

The University is having discussions about two changes to tuition and fee policies.

First, the University agrees to review all options to reduce required credit hours and associated fees for graduate students who are using University resources over Summer Session. The options would include reducing the required enrollment during Summer Session from 3 credits to 1 credit.

The University agrees to meet with CGE during Spring 2017 to review options for Summer Session credit requirements. Should viable options be identified by the University, the University will implement Summer 2017 or notify CGE of other determinations.

Second, the University agrees to review the current policies around tuition benefits for all employees. The review will evaluate potential expansion of E-campus benefits, as well as extending more than one tuition benefit to employee and family.


The University agrees to keep CGE apprised of these discussions and to review the status of the discussions in Spring 2017.

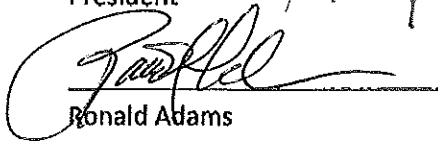
The University and CGE agree that the decision to change the tuition and fee remission package offered to Graduate Employees as a benefit of their employment would allow for a session of expedited bargaining under the requirements of ORS 243.698.


This LOA will expire at the end of Summer Session 2017, unless mutually agreed upon by CGE and Oregon State University.

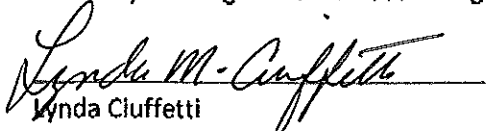


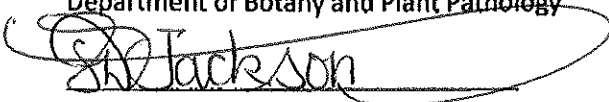
On behalf of Oregon State University:

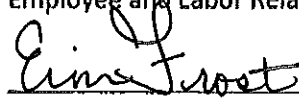
  
Edward Ray  
President

  
Ronald Adams  
Interim Provost and Executive Vice President


  
Sherman Bloomer  
Director of Budget and Fiscal Planning


  
Lynda Cluffetti  
Department Head  
Department of Botany and Plant Pathology

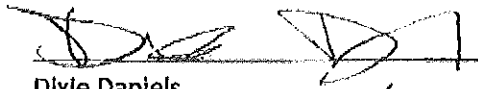
  
Viki Dimick-Jackson  
Employee and Labor Relations Manager

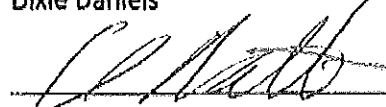
  
Erin Frost  
Employee and Labor Relations Officer

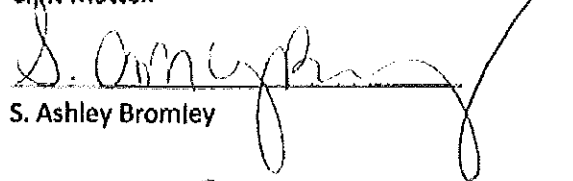
On behalf of Coalition of Graduate Employees,  
AFT Local 6069:

  
Thomas Morrill  
President, Lead Negotiator

  
Ryan Beaton

  
Dixie Daniels

  
Clint Mattox

  
S. Ashley Bromley

Signed this 18<sup>th</sup> day of Nov, 2016.