

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 term with a minimum ~~0.15~~ **0.2** FTE appointment(s), ~~provided that at least 0.10 FTE is devoted to service to OSU as an employee~~, excluding (a) supervisory employees; (b) confidential employees; **and** (c) managerial employees. **The University shall not create combined appointments of less than 0.2 FTE.**

Section 3

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

Section 4

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 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 fifteen (15) **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 his/her supervisor, in advance, of the need to take leave to represent an employee. If such leave would interfere with the Steward's regularly assigned tasks, the supervisor shall make arrangements for such leave to be accommodated within forty-eight (48) hours. If such a delay affects meeting a timeline, the parties agree to extend the timeline. ~~Only one steward may participate in proceedings involving multiple employees from multiple departments. The University may upon request of the Union permit additional stewards to participate in proceedings.~~

Section 4 – Release Time

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

Section 5 – Union Dues

- (a) The University recognizes the Union membership categories of "Member" and "Associate Member." Upon sixty (60) days written notice from the Union, the University agrees to recognize new union categories of membership.
- (b) The Union agrees that dues for 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 10th 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 10th 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 assistant, dues deduction authorization will remain in effect as long as the graduate assistant retains graduate assistant status; and may be revoked only upon cessation of graduate assistant status, or upon thirty (30) days written notice. The Union agrees that its dues deduction authorization cards will clearly inform graduate assistants that once authorized, dues deductions will remain in effect as long as the graduate assistant retains graduate assistant status; and may be revoked only upon cessation of graduate assistant status, or upon thirty (30) days written notice. The parties agree that dues will not be deducted from pay earned for employment in a status other than as a graduate assistant.
- (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) Due to frequent adjustments in work assignment during the first four (4) weeks of each term, lack of finality regarding bargaining unit status is typical. The University shall process all authorizations for dues deduction submitted during these weeks by deducting one-half (1/2) of the dues owed in each of

the following two (2) months if it proves impossible to deduct during the first month of the term.

Section 6 – Access

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

Section 7 – Use of University Facilities

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

Section 8 – Bulletin Boards

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

Section 9 – Electronic 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 new Graduate Assistant orientation, the orientation sponsor will provide the representative with fifteen

(15) minutes on the agenda. The union representative will be informed of the time and location of his/her presentation and will be allowed to distribute union material.

If the department does not conduct a new Graduate Assistant 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 assistant position determined to be in the bargaining unit, or upon reappointment of a currently appointed graduate assistant to a position determined to be in the bargaining unit, the graduate assistant will be required to sign a consent authorizing the University to disclose to the Union the employee's FTE (Full Time Employment Fraction) and bargaining unit status. Additionally, bargaining unit graduate assistants will be asked to sign a release authorizing the University to provide their salaries to the Union. These consents shall remain in effect only while the graduate assistant is in a bargaining unit position.
- (b) Within thirty (30) days from the beginning of classes for each term, the University will provide the Union the following directory information for all bargaining unit graduate assistants who have not suppressed their directory information: Name, current mailing address and telephone number, email address, employing department, campus office address, and status as a graduate teaching assistant or graduate research assistant and their hours of service, and, for those graduate assistants who have signed a consent to release, bargaining unit status, salary, and FTE.
- (c) Within thirty (30) days from the beginning of classes for each term, the University will provide the Union with directory information of graduate

assistants not in the bargaining unit who have not suppressed their directory information.

- (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 bargaining unit employees who are not members of the Union shall make fair share payments in lieu of dues beginning in their first paycheck after thirty (30) days of employment in a bargaining unit position.
- (b) The amount of the fair share payment shall be set by the Union, and shall be equal to regular dues and fees paid by the members working the same FTE fraction.
- (c) The University shall deduct the fair share payment from the bargaining unit employee's monthly salary and remit such payment to the Union at the time dues payments are remitted.
- (d) Fair share deduction shall be made only from salary received as a bargaining unit employee and shall not apply to wages or stipends received in another capacity.
- (e) Bargaining unit members 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

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

Section 2

Upon appointment, the employing unit will provide the Graduate Assistant with details of the appointment (duration, FTE, corresponding average hours per term, salary, evaluation, tuition waiver, benefits, and bargaining unit status).

Departments shall give as much notice as possible in providing letters of appointment and all documents necessary to initiate employment, and state the terms of employment, including an approximation of mandatory fees based on the previous year's assessment, preferably no later than thirty (30) days prior to the start of employment. If specific duties to be assigned ~~and bargaining unit status~~ are not known at the time of appointment, the employing unit will notify the Graduate Assistant of those details within fifteen (15) working days prior to the beginning of classes. The Graduate Assistant will be provided with a copy of the Position Description for the appointment. The Position Description will indicate the general nature of the duties of the position, an approximate distribution of hours expected to be allocated to specific tasks during the employment period, relevant health and safety information, and expected preparation or training.

Section 3

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

Section 4

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

Section 5

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

ARTICLE 10 – WORK ASSIGNMENT

Section 1

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

Section 2

Departments shall give as much notice as possible in providing work assignments, preferably not less than fifteen (15) calendar days prior to the start

of classes. Reasonable preparation time shall be included among the Graduate Assistant's paid duties.

Section 3

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

Section 4

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

Section 5 – Work Space

Departments shall provide Graduate Employees with work space and equipment to perform their duties.

Departments shall designate a contact person for all work space related issues. Graduate Employees may request 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 his or her 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 for the term of this agreement is \$3,000 for employees. Effective September 16, 2012 the minimum full-time equivalent monthly salary rate will be \$3350. Effective September 16, 2013 the minimum full-time equivalent monthly salary rate will be \$3451. Effective September 16, 2014 the minimum full-time equivalent monthly salary rate will be \$3554. 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.

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 the Oregon University System, 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.

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.

Employment Fraction (FTE)	Total Work Hours per 13 Week Employment Period	Average Hours per Work Week of the 13 Week Employment Period	Total Available Hours During 11 Week Academic Term	Total Available Hours Outside of 11 Week Academic Term
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

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 her/his degree.

Graduate employees appointed at 0.49 FTE for a 9-month academic year will not exceed a maximum of 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.

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.

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 he/she 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 he/she has received a copy. The employee's signature does not indicate agreement or disagreement with its content." Employees will be required to sign disciplinary notices containing this disclaimer.

Section 4

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

Section 5

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

Section 6

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

Section 7

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

ARTICLE 18 – GRIEVANCE PROCEDURES

Section 1

- (a) Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms or conditions of this Agreement.
- (b) All grievances shall be processed in accordance with this Article which shall be the sole and exclusive method of resolving grievances. Grievances may be filed with union representation or, consistent with statute, employees may present grievances to the employer and have such grievances adjusted without union intervention, provided: 1) The adjustment is not inconsistent with the terms of this Agreement; and 2) The Union has been given an opportunity to be present at meetings which may result in adjustment to the grievance.
- (c) Grievances shall be filed within 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.

- (i) 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 his/her 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 his/her 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 OUS ~~Labor Relations Division~~ **Office of General Counsel** 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 OUS ~~Labor Relations Division~~ **Office of General Counsel** 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 nonarbitrable, he/she 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 Assistant.
- (g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration.

Section 4. Expedited Procedure for Unit Eligibility Issues.

~~(a) If a Graduate Assistant believes that she/he was incorrectly included or excluded from the bargaining unit, she/he will file a "unit eligibility grievance" with the Dean of the Graduate School within twenty-one (21) working days of the date the graduate assistant or union knew or should have known the graduate assistant's bargaining unit status. If notification is sent by email, it shall be considered received, thus beginning the twenty-one (21) working day timeline,~~

~~whether or not the graduate assistant reads the email. The grievance will clearly state the basis for the grievance and include any supporting documents. The Dean of the Graduate School may affirm the grievance in which case the Graduate Assistant's status will be changed.~~

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

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

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

~~(e) If the JEC cannot reach a majority decision within fifteen (15) days, the grievant may file for arbitration by following the process in Section 3 of this Article, except that no post-hearing briefs will be filed unless mutually agreed to by the parties and the arbitrator will be given thirty (30) days for his/her decision. Decisions of the arbitrator in unit eligibility matters shall apply only to the specific grievant(s). Such decisions are final and binding on the parties.~~

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 Director ~~Assistant Vice President~~ of Human Resources or his/her 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 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 Assistant on the basis of union membership or non-membership.

Section 3

Grievances alleging violations of Section 1 of this Article can be grieved only at Step 2 of the grievance article and are not subject to arbitration, ~~except for grievances alleging discrimination on the basis of sexual orientation. Complaints alleging such discrimination will be directed to the University's Office of Equity and Integrity.~~ Unresolved discrimination grievances may be submitted to the Bureau of Labor and Industries or the Equal Employment Opportunity Commission.

Letter of Agreement
Medical and Family Leave Policy

This agreement is by and between the Oregon University System, on behalf of Oregon State University, and the Coalition of Graduate Employees.

The parties agree to meet as described in Article 19 – Consultation to discuss the Medical and Family Leave Policy for Graduate Assistants once per month through the conclusion of the 2013-2014 reopener negotiations, beginning during the month of November 2013. Prior to the November 2013 meeting, the University agrees to analyze the need for a new article in the Collective Bargaining Agreement as opposed to a policy. The parties agree to mutually open this letter of agreement as specified in Article 3 – Term of Agreement.

Letter of Agreement Tuition Waiver

This letter of agreement (LOA) is by and between the Oregon State University System, on behalf of Oregon State University, and the Coalition of Graduate Employees.

Recitals

- (a) Both parties agree that Graduate Teaching Assistants (GTA) and Graduate Research Assistants (GRA) appointed at 0.2 FTE and above are exempt from payment of tuition for up to 16 credit hours taken in any quarter to which the appointment applies. Currently OSU Extended Campus (E-Campus) courses are not eligible to be considered as courses waived financially through the graduate assistant tuition waiver provisions offered by the University.
- (b) The inclusion of E-Campus courses in the graduate assistant tuition waiver provisions decreases revenue to University departments and units offering the courses because the waiver of tuition eliminates tuition income for cost recovery of course development and instruction of E-Campus courses, which are self-supporting.
- (c) The University Provost and the Dean of the Graduate School have agreed that over the calendar year beginning January 2012 (~~Winter term 2012~~) **through Spring-term 2014** a pilot program will be made available to eligible GTA/GRAs to determine if the impact of GTA/GRAs enrolled in E-Campus courses through tuition waivers is sustainable. Because the impact of such a change is not predictable, this offering will be on a trial basis for one annual year. The fiscal impact of this pilot program will be monitored. Tuition remission does not include remission of fees.

Agreement

Now, therefore, in consideration of our mutual agreement the following shall apply:

- (a) A pilot program will allow the offering of Extended Campus courses to GTA/GRAs as a part of their paid graduate assistant tuition waiver provisions.
- (b) Only the tuition portion will be remitted through the tuition remission process. The student will continue to be responsible for payment of fees, including the Distance Education fee and other applicable fees.
- (c) To be eligible to participate in the pilot program, the assistantship appointment must be at 0.20 FTE or greater and the GTA/GRA must maintain enrollment for a minimum of twelve (12) graduate academic credit hours each term and nine (9) academic credit hours summer session.
- (d) Audit registrations, course withdrawals, and enrollment in INTO-OSU course work may not be used to satisfy the credit enrollment requirement.

(e) The parties agree to meet and discuss the program during ~~Fall-term 2012~~ **Spring 2014** prior to any final decision being made on whether or not to make the pilot program permanent.

The University will freely provide CGE with all information and data gathered each quarter on the program that will be used to make a decision about its viability.