

ARTICLE 11 – SALARY

Section 1 – Monthly Salary Rate

The minimum full-time equivalent monthly salary rate for the term of this agreement is **\$3541** ~~\$3000~~ 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.~~ **The minimum full-time equivalent monthly salary will increase three percent (3%) annually as follows: \$3554 effective September 16, 2014; \$3661 effective September 16, 2015; and, \$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. **Beginning September 16, 2015, the monthly salary rate for all bargaining unit employees who meet satisfactory academic progress standards, as determined by the Graduate School and the program of academic study, and who are reappointed within the same employing unit shall increase at a minimum of 2% on September 16 of each subsequent year of employment. Effective September 16, 2015, the 3% increase in the minimum full-time equivalent monthly salary rate set forth above includes the required 2% minimum increase for employees at the minimum salary rate.**

Employment Fraction (FTE)	Minimum Monthly Salary (9/16/13)	Minimum Monthly Salary (9/16/14)	Minimum Monthly Salary (9/16/15)	Minimum Monthly Salary (9/16/16)
0.2	\$690.20	\$710.80	\$732.20	\$754.20
0.3	\$1035.30	\$1066.20	\$1098.30	\$1131.30
0.4	\$1380.40	\$1421.60	\$1464.40	\$1508.40
0.49	\$1690.99	\$1741.46	\$1793.89	\$1847.79

Section 2 – Employment Period

Appointments can be made based on the nine-month academic year, the twelvemonth 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.

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 Fraction (FTE)	Total Work per 13 Week Employment Period	Average Hours per Work Week of the 13 Week Employment Period	Total Available House 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

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 her/his 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.

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 12 – TUITION AND FEE WAIVER

Section 1

GTA/GRA's appointed at 0.2 FTE and above are exempt from payment of tuition for up to 16 credit hours taken in any quarter to which the appointment applies. **The 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 University System “Academic Year Fee Book”.

Section 2

GTA/GRAs appointed at 0.2 FTE and above 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 Assistants appointed at 0.2 FTE and above will have 100% of the E-Campus distance education fee remitted each term, including summer.

Section 23

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

Section 3

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

Section 4

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

ARTICLE 22 – PARKING

Section 1

~~The University agrees to sell up to forty (40) faculty/staff parking permits to bargaining unit employees each academic year. The Union will determine and inform the University of the names of the forty (40) employees. These employees will pay the faculty/staff rate in effect at that time.~~ **parking permits to graduate assistants following faculty/staff parking permits, but preceding student permits.**

Section 2

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

Section 2 3

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

ARTICLE 28 – INSURANCE

The University agrees to continue providing access to health insurance for graduate assistants 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 require all graduate assistants with an appointment of 0.2 FTE or greater to enroll in the University health insurance plan by completing a health insurance enrollment form prior to the start of the graduate assistant's appointment. All forms must be submitted to University Student Health Services in order to meet this requirement. The enrollment or waiver form must be submitted to Student Health Services within the first thirty (30) days of the start of the appointment.

Section 2 – Waiver of Enrollment

A graduate assistant may waive enrollment in the University health insurance plan by providing proof of enrollment in another plan that is deemed to be acceptable by Student Health Services. The comparable health insurance plan includes medical, vision, and dental. If the comparable plan does not include dental, the graduate assistant must obtain dental coverage to be considered a comparable plan at the graduate assistant's cost. A graduate assistant must submit a completed waiver of health insurance form, insurance ID card and summary of benefits to Student Health Services prior to the start of his/her appointment.

Section 3 – Premiums and Contributions

- (a) The University shall contribute 85% of the cost of the 'graduate assistant only' premium and half the administrative fees for each month in which the graduate assistant has an appointment of 0.2 FTE or greater.
- (b) The University shall contribute ~~50~~**85**% of the cost of the enrolled graduate assistant's partner or child or family premium for each month in which the graduate assistant has an appointment of 0.2 FTE or greater.
- (c) The University shall continue to contribute 85% of the cost of the 'graduate assistant only' premium and half the administrative fees for each month in which the graduate assistant is on approved medical leave, up to ~~three months~~ **twelve (12) weeks** for an approved continuous medical leave of absence. ~~This provision is subject to the development of a medical leave policy.~~
- (d) The graduate assistant's portion of the premium is due and payable at the first of each month during the graduate assistant's employment period.
- (e) The University shall contribute 85% of the cost of the 'graduate assistant only' premium and half the administrative fees for summer session coverage when there is an expectation of an appointment in the following fall term.
- (f) The University shall contribute ~~50~~**85**% of the cost of the enrolled graduate assistant's partner or child or family premium for summer session coverage when there is an expectation of an appointment in the following fall term.
- (g) Summer session health insurance is voluntary. Graduate assistants electing to participate in the summer health insurance coverage must submit to University Student Health Services a request for coverage enrollment form prior to November 30, February 28, or April 30.
- (h) To be eligible for summer coverage a graduate assistant must have a fall, winter, or spring term appointment of 0.2 FTE and be enrolled in the Graduate School the following fall term.
- (i) Graduate assistants employed fall or winter term, but not employed in spring term, must follow the time line in Section 3 ~~(dg)~~ to be timely when submitting a summer health insurance coverage form to the University Student Health Services to be eligible for triple deduction, which will be taken from the paycheck (November, February or May).

- (j) Graduate assistants who waive coverage under the University health plan are not eligible to receive the University's contribution.

Section 4 – Failure to Comply

If a graduate assistant fails to comply with Section 1 or Section 2 of this Article within thirty (30) days of his/her appointment begin date, the University may revoke the graduate assistant's appointment due to failure to comply with the terms and conditions of the appointment. Depending on date of receipt of enrollment forms, the graduate assistant's paycheck may be subject to multiple deductions. Reinstatement of the appointment may occur if the graduate assistant petitions the Office of Human Resources within fifteen (15) days of receipt of notification. Any such action taken to revoke an appointment due to failure to comply with mandatory health insurance enrollment will be done in conjunction with the Graduate School. The graduate assistant will be responsible for payment of premium amounts retroactive to the beginning of his/her appointment should he/she fail to comply with Section 1 and Section 2 of this Article and subsequently become enrolled in the health insurance plan. Should a graduate assistant receive health insurance coverage through the summer session and not return in Fall term, he/she may be responsible for reimbursing the University for the employer's contributions.

Section 5 – Plan Administration

- (a) The graduate student health insurance plan shall be administered by Student Health Services with advice from the joint Graduate Assistant Health Insurance Advisory Council (HIAC). The HIAC shall be comprised of three (3) graduate assistant members selected by CGE and three (3) members selected by the University.

(b) The University agrees to include three (3) CGE representatives in graduate assistant 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.

- (bc) 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.

- (cd) The CGE agrees that its right to bargain future benefit contribution rates pertains only to bargaining unit members.

Section 6 – Notice of Rate Increase

Should graduate student 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. The Union will provide the Office of Human Resources written notice with a request to bargain the impact of 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.

Letter of Agreement—Fees

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

Beginning in Academic Year 2010-2011 the following fees will be included in tuition as defined in Article 12: MBA, Engineering Graduate, Registration, Interdisciplinary Studies, Educational Resources, Technology Resources, and Summer Session Administrative fees.

Effective September 16, 2012, GTA/GRA's appointed at 0.2 FTE and above will have mandatory fees, as defined in the Academic Year Book, remitted in the amount of \$430 per academic year term.

Effective September 16, 2012, the following one-time fees will be remitted:

Matriculation Fee \$300

International Student Orientation Fee \$50

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 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 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.~~

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

This agreement is between Oregon State University and the Coalition of Graduate Employees.

Recitals

- (a) Both The parties agree that Graduate Teaching Assistants (GTA) and Graduate Research Assistants (GRA) shall be given as much notice time as possible in providing letters of appointment, including an approximation of mandatory fees based on the previous year's assessment. The University will strive to provide notice no later than thirty (30) days prior to the start of employment and will strive to notify the Graduate Assistant of specific duties to be assigned not less than fifteen (15) days prior to the start of employment. Within the appointment letter will be included duration, FTE, corresponding average hours per term, salary evaluation, tuition waiver, benefits, and bargaining unit status.
- (b) The University agrees to audit term to term 2013 - 2014 appointments to determine the number of Graduate Assistants that did not receive the agreed upon notice. Because the number of Graduate Assistants that may not have received notice of appointment is unknown, the fiscal impact of adding additional letters such as continuation or non-

continuation letters is also not known and must be determined.

Agreement

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

- (a) An audit will allow the University to determine if Graduate Assistants are not being provided timely notice of appointment and for what reason timely notice may not have been provided. The University agrees to provide appointment letters to CGE on or about December 15, 2014.
- (b) The parties agree to open this letter of agreement and Articles 9 and 10 by mutual agreement, as per Article 3—Term of the Agreement, no later than January 19, 2015.

Letter of Agreement—Article 28 Insurance

This agreement is between Oregon State University and the Coalition of Graduate Employees.

The parties agree that Student Health Services shall convene the joint Graduate Assistant Health Insurance Advisory Council (HIAC) to provide information regarding alternatives to the current system of triple deduction, on or about November 17, 2014. HIAC shall consider the alternatives and recommend a course of action to the University on or about January 12, 2015. The parties agree to open this letter of agreement and Article 28 by mutual agreement, as per Article 3—Term of the Agreement, no later than January 19, 2015.

Letter of Agreement—Child Care Task Force Positions

CGE shall select two representatives to serve on the Oregon State University Child Care Task Force. CGE will provide the names of these representatives to the University no later than September 15, 2014.

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