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

38
39 This Collective Bargaining Agreement is entered into between Oregon State University (hereinafter called the
40 University) and the Coalition of Graduate Employees, American Federation of Teachers Local 6069, AFL/CIO
41 (hereinafter called the Union).
42

43
44 **ARTICLE 2 – RECOGNITION**

45
46 **Section 1**

47 The University recognizes the Union as the exclusive representative of the bargaining unit for the purposes of
48 collective bargaining.
49

50 **Section 2**

51 As certified by the Employment Relations Board, the bargaining unit includes all graduate students with
52 Graduate Teaching Assistant (GTA) or Graduate Research Assistant (GRA) appointments, including a
53 combination of GRA and GTA appointments, employed by Oregon State University in a given academic year
54 with a minimum 0.2 FTE appointment(s), until September 2017, when the minimum FTE will become 0.3,
55 excluding (a) supervisory employees; (b) confidential employees; and (c) managerial employees. The
56 University shall not create combined appointments of less than 0.2 FTE, and less than 0.3 FTE after
57 September 2017. Employees included in the bargaining unit, as defined here, are hereinafter referred to as
58 Graduate Employees in this agreement.
59

60 **Section 3**

61 Disagreements regarding an employee's inclusion or exclusion from the bargaining unit will be resolved
62 through Article 18, Grievances.
63

64 **Section 4**

65 Consistent with the provisions of Article 9, Section 2, the University will give written or email notification to
66 employees in positions included in the bargaining unit that the position is represented by the Union and that the
67 conditions of their employment are covered by a collective bargaining agreement between the Union and the
68 University.
69

70 **Section 5**

71 If the University creates a new University-wide classification for graduate student employees other than
72 Graduate Teaching Assistants and Graduate Research Assistants, the University will notify the Union at least
73 thirty (30) days before the new classification takes effect.
74
75

76 **ARTICLE 3 – TERM OF AGREEMENT**

77
78 **Section 1**

79 This agreement shall become effective upon ratification by the parties and expires on June 30, 2020.
80

81 **Section 2**

82 Either party may give written notice during the period of November 1 – 30, 2019 of its desire to negotiate a
83 successor agreement. In the event that either party provides written notice of its intent to negotiate a successor
84 Agreement, the parties will arrange to meet within thirty (30) calendar days to discuss ground rules for the
85 successor negotiations including the schedule for the exchange of proposals and the formal commencement of
86 negotiations.
87

88 **Section 3**

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

92
93 **Section 4**

94 Notwithstanding the provisions of Sections 1, 2 and 3 of this Article, either Party may elect to reopen this
95 Agreement for the limited purpose of negotiating up to four articles selected by each Party. Two additional
96 articles can be opened by either party through Article 19 – Consultation. To invoke this reopener, a Party shall
97 notify the other Party, in writing, during October 2017. Upon such written
98 notice being provided, the Parties will meet within thirty (30) days to discuss ground rules for the reopened
99 negotiations.

100
101
102 **ARTICLE 4 – COMPLETE AGREEMENT**

103
104 **Section 1**

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

110
111 **Section 2**

- 112 (a) The parties recognize the University’s full right to direct the work force and to issue rules, policies,
113 procedures and practices. Subject to the bargaining requirements of ORS 243.698, the University may
114 change or issue rules, policies, procedures and practices, provided they do not conflict with specific
115 provisions of this Agreement. The University will notify the Union at least thirty (30) days before the
116 effective date of any changes over which it has a duty to bargain under ORS 243.698.
- 117 (b) If the Union believes a proposed change is subject to the ORS 243.698 bargaining obligation, it may file a
118 demand to bargain within fourteen (14) calendar days of notification of the proposed change.
- 119 (c) If the University refuses to bargain, the Union may file an unfair labor practice complaint with the
120 Employment Relations Board (ERB) under ORS 243.672(1)
- 121 (d) If the Board sustains the complaint, the parties shall meet to negotiate over the changes.

122
123
124 **ARTICLE 5 – SEPARABILITY**

125
126 In the event that any provision of this Agreement is at any time declared invalid by any court of competent
127 jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment
128 of federal or state laws, or through government regulations having the full force and effect of law, such action
129 shall not invalidate the entire Agreement. The remaining provisions of the Agreement shall remain in full force
130 and effect. The invalidated provision(s) shall be subject to renegotiation by the parties. Such negotiations shall
131 commence within thirty (30) days of notification from either party to the other of their desire to begin
132 negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

133
134
135 **ARTICLE 6 – NO STRIKE OR LOCKOUTS**

136
137 **Section 1**

138 The University agrees that during the term of this Agreement, it shall not cause or permit any lockout of
139 employees from their work. In the event that an employee is unable to perform their assigned duties because

140 equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees,
141 such inability to provide work shall not be deemed a lockout and Graduate Employees shall not suffer any
142 subsequent loss of pay or benefits.

143 Section 2

145 The Union, on its own behalf and the behalf of its officers, agents, members, and bargaining unit employees,
146 agrees that during the term of this Agreement, it shall neither engage in, encourage, cause nor sanction the
147 members of the bargaining unit to strike, honor another union's picket lines, or engage in unconventional
148 strikes not protected for private sector employees under the National Labor Relations Act, effective in 1995.
149 These unconventional strikes include sit-down, slowdown, rolling or intermittent or on-and-off again strikes. For
150 the purposes of this Article, a strike includes picketing other than informational picketing consistent with the
151 University's Time, Manner, and Place Rules for Speech Activities, walkout, refusal to work, mass absenteeism,
152 slow down of any kind, any other stoppage or interruption of work, whether done in concert or singly.
153 Employees engaging in such strikes, unconventional strikes or work stoppages or who honor another union's
154 picket line may be subject to disciplinary action up to and including dismissal subject to the provisions of Article
155 17 – Discipline and Discharge.

156 Section 3

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

161 ARTICLE 7 – UNIVERSITY RIGHTS

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

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

183 ARTICLE 8 – UNION RIGHTS

184 Section 1

186 Employees covered by this Agreement are at all times entitled to act through a union representative according
187 to their Weingarten Rights and in grieving any violation of a provision of this Agreement under Article 18,
188 Grievance Procedures.

193
194 **Section 2 – Authorized Representatives**

195 The Union will provide in writing to the Office of Human Resources a list of authorized representatives
196 empowered to speak and act on behalf of the Union.

197
198 **Section 3 – Shop Stewards**

199 The Union shall designate up to thirty (30) members as Stewards who are empowered to represent employees
200 in grievance or disciplinary proceedings when requested by the employees. The Union shall provide the
201 University with a list of current Stewards. Stewards shall be allowed to investigate and process grievances and
202 represent employees at grievance proceedings without loss of pay. The Steward shall notify their supervisor, in
203 advance, of the need to take leave to represent an employee. If such leave would interfere with the Steward's
204 regularly assigned tasks, the supervisor shall make arrangements for such leave to be accommodated within
205 forty-eight (48) hours. If such a delay affects meeting a timeline, the parties agree to extend the timeline.

206
207 **Section 4 – Release Time**

208 The University shall provide thirty-two (32) hours of release time, without loss of pay, each fiscal year, to be
209 divided, at the Union's discretion, among its officials, to attend union functions provided that official has notified
210 their supervisor and the Office of Human Resources no less than thirty (30) days in advance of the leave. The
211 official will arrange, if necessary, for a substitute acceptable to their supervisor, to perform their duties during
212 such leave, or arrange to complete the work at another time, whichever is appropriate. Substitute work will be
213 compensated in accordance with Article 11- Salary.

214
215 **Section 5 – Union Dues**

- 216 (a) The University recognizes the Union membership categories of "Member" and "Associate Member." Upon
217 sixty (60) days written notice from the Union, the University agrees to recognize new union categories of
218 membership.
- 219 (b) The Union agrees that dues for each membership category will be either a flat dollar amount or a single
220 percentage of pay.
- 221 (c) The Union will provide the Office of Human Resources written notification of its intent to change
222 membership dues deduction rates no later than the 10th of the month for the new rate to take effect within
223 the same month. Notice of intent to change membership dues deduction rates filed after the 10th of the
224 month will take effect the following month. "Filed" for the purposes of change in membership dues
225 deduction rates shall mean postmarked (dated by meter or U.S. Post Office), or hand delivered receipt.
- 226 (d) The University, upon written authorization from an employee, will deduct union dues from the employee's
227 regular monthly salary. This authorization shall include a statement directing the University to inform the
228 Union of the name of the employee and the amount deducted each month. The amount to be deducted
229 shall be certified by the Union to the University. The sum of all monies deducted shall be remitted to the
230 Union within thirty (30) days.
- 231 (e) The University agrees that once authorized by a Graduate Employee, dues deduction authorization will
232 remain in effect as long as the Graduate Employee retains Graduate Employee status; and may be
233 revoked only upon cessation of Graduate Employee status, or upon thirty (30) days written notice. The
234 Union agrees that its dues deduction authorization cards will clearly inform Graduate Employees that once
235 authorized, dues deductions will remain in effect as long as the Graduate Employee retains Graduate
236 Employee status; and may be revoked only upon cessation of Graduate Employee status, or upon thirty
237 (30) days written notice. The parties agree that dues will not be deducted from pay earned for employment
238 in a status other than as a Graduate Employee.
- 239 (f) It is understood that notifications from the Union to start or stop dues deductions received after the 10th of
240 the month may take effect the following month unless the 10th falls on a Saturday or Sunday, in which case
241 the start or stop date will fall on the following Monday.
- 242 (g) The University will conduct an audit of Graduate Employee payroll deductions at least once per term. In the
243 event that membership dues are not deducted from a Graduate Employee's paycheck, the University will
244 act according to the number of months in which membership dues were not deducted:

- 245 i. If one (1) month's membership dues are not deducted, the deduction will be spread out over the
246 employee's next two (2) paychecks, creating a one-and-a-half (1 ½) deduction for each of those
247 months.
248 ii. If two (2) or more month's membership dues are not deducted due to an administrative error,
249 the University will notify the employee of the error and will allow the employee to choose to
250 spread the missed dues deductions over as many pay periods as desired, up to the remainder
251 of the appointment period.
252

253 **Section 6 – Access**

254 Union representatives named in Sections 2 and 3 of this article shall be allowed reasonable contact with
255 Graduate Employees at University facilities as long as such contact does not interfere with safety and the
256 normal flow of work.
257

258 **Section 7 – Use of University Facilities**

259 The Union may use University facilities for union activities according to current building use policies applicable
260 to non-campus groups. The Union is responsible for ensuring availability, making all necessary arrangements,
261 and paying all necessary fees.
262

263 **Section 8 – Bulletin Boards**

264 At the request of the Union, the University shall allow the use of reasonable and prominent bulletin board
265 space, in each department which employs Graduate Employees for the purpose of communicating with
266 employees. Union material shall not be displayed in the work area except on the authorized bulletin board
267 space. Only those representatives identified under Sections 2 and 3 of this article shall have authority to post
268 information on the authorized bulletin board space.
269

270 **Section 9 – E-Mail**

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

- 273 (a) The Union's use of the University e-mail shall not be more restrictive than recognized campus
274 organizations.
275 (b) Use of the University e-mail system shall be on the employee's non-work time.
276 (c) The Union, its representatives, and bargaining unit employees agree to abide by the University's
277 Acceptable Use Policy in effect on July 1, 2012.
278 (d) The Union will hold the Employer harmless against any lawsuits, claims, complaints or other legal or
279 administrative actions where action is taken against employer, union or its agents (including union staff,
280 union officers and stewards) regarding any communications or effect of any communications that are a
281 direct result of use of e-mail under this article.
282

283 The Oregon State University System shall not bar the free transmission of electronic mail between union
284 electronic mail servers and OSU electronic mail servers.
285

286 **Section 10 – Orientation**

287 Upon receiving at least seven (7) days in advance a request from the Union that a representative desires to
288 attend a departmental or college-level new Graduate Employee orientation, the orientation sponsor will provide
289 the representative with fifteen (15) minutes on the agenda. The union representative will be informed of the
290 time and location of their presentation and will be allowed to distribute union material.

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

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

298
299 **Section 11 – Voluntary Contributions to the Union’s Committee on Political Education (COPE) Fund**

300 Upon written authorization from the employee, the University will deduct a voluntary contribution of \$5.00 per
301 month from the employee’s salary. Such authorization shall include a statement authorizing the University to
302 inform the Union of the name of the employee requesting the deduction. The sum of all monies deducted along
303 with the names of the contributors shall be remitted to the Union monthly at the same time union dues are
304 remitted. An employee who terminates this voluntary contribution may not reinstate such deductions prior to
305 the beginning of the next academic year.

306
307 **Section 12 – Information**

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

330
331 **Section 13 – Fair Share**

- 332 (a) All Graduate Employees who are not members of the Union shall make fair share payments in lieu of dues
333 beginning in their first paycheck after thirty (30) days of employment in a bargaining unit position.
- 334 (b) The amount of the fair share payment shall be set by the Union, and shall be equal to regular dues and
335 fees paid by the members of the Union working the same FTE fraction.
- 336 (c) The University shall deduct the fair share payment from the Graduate Employee’s monthly salary and remit
337 such payment to the Union at the time dues payments are remitted.
- 338 (d) Fair share deduction shall be made only from salary received as a Graduate Employee and shall not apply
339 to wages or stipends received in another capacity.
- 340 (e) In the event that fair share costs are not deducted from a Graduate Employee's paycheck, the University
341 will act according the number of months in which fair share costs were not deducted:
- 342 i. If one (1) month's fair share costs are not deducted, the deduction will be spread out over the
343 employee's next two (2) paychecks, creating a one-and-a-half (1 ½) deduction for each of those
344 months.
- 345 ii. If two (2) or more fair share deductions are not deducted due to an administrative error, the
346 University will notify the employee of the error and will allow the employee to choose to spread
347 the missed fair share deductions over as many pay periods as desired, up to the remainder of
348 the appointment period.
- 349 (f) Graduate Employees who exercise their right to nonassociation pursuant to ORS 243.666 shall be exempt

350 from the fair share requirement. However, the employee shall pay an amount equivalent to regular union
351 dues to a non-religious charity or other charitable organization mutually agreed to by the employee and the
352 Union. The employee shall furnish written proof that such payment has been made monthly to the
353 employer and union.
354

355 **Section 14 – Indemnity**

356 The Union agrees to indemnify and hold the employer harmless against any and all claims, damages, suits,
357 judgments or other forms of liability which may arise out of any action taken or not taken by the Employer for
358 the purpose of complying with the provisions of this Article.
359

360 **ARTICLE 9 – APPOINTMENTS**

361 **Section 1 – Priority**

362 In making appointments and reappointments within a program, department, or employing unit, the employer
363 may give priority to candidates enrolled in that unit or in units from closely related academic areas. The
364 employing unit will consider the candidate's relevant skills and academic background.
365

366 **Section 2 – Appointment Letter**

367 Upon appointment, the employing unit will provide the Graduate Employee with an Appointment Letter.
368 Departments shall give as much notice as possible in providing Appointment Letters, preferably no later than
369 thirty (30) days prior to the start of employment.
370

371 The Appointment Letter will indicate an appointment to a Graduate Assistantship. A Graduate Employee's
372 assignment (e.g. whether they are a Graduate Teaching Assistant or Graduate Research Assistant) may be
373 changed between terms over the course of a single appointment. The assignment as either a Graduate
374 Teaching Assistant or Graduate Research Assistant, while not required at the time of appointment, should be
375 noted on the Appointment Letter for each term the assignment is known. The assignment may be modified by
376 updating the Position Description in subsequent terms. Graduate Employee appointments may be split
377 between funding sources and duties as long as the aggregate appointment meets or exceeds the minimum
378 FTE up to 0.49 FTE as defined in Article 2.
379

380 Appointment letters shall include:

- 381 • Duration of appointment
- 382 • FTE and corresponding hours worked
- 383 • Salary
- 384 • Evaluation
- 385 • Benefits: tuition and fee remission, health insurance, sick leave accrual
- 386 • Inclusion in the CGE Bargaining Unit
- 387 • If known: Assignment as a Graduate Teaching Assistant or Graduate Research Assistant

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

389 The Graduate Employee will be provided with their work assignment and a copy of the Position Description at
390 least fifteen (15) working days prior to the beginning of classes, unless the work opportunity became available
391 less than fifteen days before the beginning of classes.
392

393 Position Descriptions shall include:

- 394 • Assignment as a Graduate Teaching Assistant or Graduate Research Assistant
- 395 • The general nature of the duties of the position
- 396 • An approximate distribution of hours expected to be allocated to specific tasks during the employment
397 period
- 398 • 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.

453 **Section 5 – Work Space**

454 Departments shall provide Graduate Employees with work space and equipment appropriate to perform their
455 duties. The assigned work space shall be provided the same services as for other similar spaces within the
456 department or building, including maintenance and custodial services. When appropriate, departments shall
457 also provide space for Graduate Employees to hold private meetings with students. Departments without
458 adequate space shall be responsible for finding and reserving space for Graduate Employees to conduct
459 private meetings with students. Departments shall designate a contact person for all work space related
460 issues. Graduate Employees may request work space maintenance and additional work space or equipment
461 necessary to perform their duties (such as general work space, secure storage for confidential files or personal
462 items, private meeting space, and access to telephones, computers, office supplies, photocopies, and
463 printouts) from this contact person. The request and the decision on such a request should be made in writing.
464

465 **Section 6 – University Closures**

466 The university Appointing Authority shall notify employees prior to the beginning of their work shifts not to
467 report to work because of closure of facilities or curtailment of work due to inclement weather or hazardous
468 conditions. In such cases, the university Appointing Authority will use announcements on university websites,
469 local radio or television stations, recorded messages, or individual telephone contacts to notify employees of
470 the closure or work curtailment prior to their leaving home. Graduate employees cannot be compelled to work
471 when the university is closed, except by mutual agreement between the employee and their supervisor.
472

473 **Section 7 – Schedule Changes**

474 Supervisors shall make reasonable efforts to allow Graduate Employees to arrange their work schedule
475 allowing for fifteen (15) days leave over the academic year, taking into account the employee’s academic
476 program and the University’s business needs. A request for leave shall be made in writing and sufficiently in
477 advance of the schedule change to allow for planning for the absence. The decision on the request shall be
478 made in writing and within a reasonable timeframe. Such requests shall not be unreasonably denied. This
479 language does not limit a supervisor’s ability to permit additional schedule adjustments
480

481 **ARTICLE 11 – SALARY**

482 **Section 1 – Monthly Salary Rate**

483
484
485 The minimum full-time equivalent monthly salary rate will increase from \$3661 to \$3771 effective September
486 16, 2016. Employing units reserve the right to set their full-time equivalent monthly salary rate at a higher level.
487 The monthly salary is determined by multiplying the full-time equivalent monthly salary rate by the employment
488 fraction as specified in Section 3. The University shall not reduce the monthly salary rate of bargaining unit
489 employees reappointed in a subsequent year within the same employing department. Each year upon
490 reappointment within the same employing unit, all bargaining unit employees who meet satisfactory academic
491 progress standards, as determined by the Graduate School and the program of academic study, shall receive
492 a minimum 2% increase to their current salary rate.
493

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

494
495
496 **Section 2 – Employment Period**

497 Appointments can be made based on the nine-month academic year, the twelve-month fiscal year or for other
498 periods specified in individual cases. The nine-month academic year is divided into three (3) academic

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

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

503 Employment fractions (full-time equivalency or FTE) should be determined by the following scale of time
504 commitments averaged over the employment period specified in Section 2. The use of an employment fraction
505 indicates less than half-time effort.

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

507 The minimum FTE assignment for a Graduate Employee who has sole responsibility for teaching a lecture
508 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)
509 sections. Sole responsibility is understood to mean sole responsibility for teaching and conducting of a class,
510 serving as the primary contact for students enrolled in the class, and evaluating and grading student work.

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

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

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

Employment Fraction (FTE)	Total Work 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

531 *Representation of hours are for combined appointment purposes.

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

533 An employee's employment fraction is an estimate of a proportion of full-time effort within a department or unit
534 for the work assignments involved and shall be as determined by the department or unit. In the event that it is
535 demonstrated that the employee will exceed the assigned work hours, and therefore the employment fraction,
536

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

541 **Section 5 – Substitute Work**

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

Employment Fraction (FTE)	Maximum Substitute Hours Available per Term
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

550 **ARTICLE 12 – TUITION WAIVER**

551 **Section 1 – Tuition Remission**

552
553 Graduate Employees appointed at a minimum 0.2 FTE, until September 2017 when the minimum FTE will
554 become 0.3, are exempt from payment of tuition for up to 16 credit hours taken in any quarter to which the
555 appointment applies. The exemption applies to OSU Extended Campus (E-Campus) courses. The current
556 overload tuition will be assessed for such excess hours as set forth in the Oregon State University Academic
557 Year Fee Book.

558 **Section 2 – Fee Remission**

559
560 Graduate Employees appointed at a minimum 0.2 FTE, until September 2017 when the minimum FTE will
561 become 0.3, will have 90% of mandatory fees, as defined in the Academic Year Fee Book, remitted each term,
562 including Summer. If the building, bad debt, and contingency fees exceed 10% of all mandatory fees, the
563 University agrees to remit the total amount of all other mandatory fees. The one-time Matriculation Fee and
564 International Student Orientation Fee shall also be remitted. Graduate Employees appointed at a minimum 0.2
565 FTE, until September 2017 when the minimum FTE will become 0.3, will have 100% of the E-Campus distance
566 education fee remitted each term, including Summer.

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

568
569 Graduate Employees who pay a SEVIS and/or visa fee shall be reimbursed upon request and proof of
570 payment unless that fee has already been paid or reimbursed by another source. The University agrees to
571 reimburse actual expenses up to a maximum of \$360 (totaled over the duration of the employee's enrollment at
572 OSU) in SEVIS and/or visa expenses, including visa renewal expenses. The Graduate Employee must have
573 received an official Graduate Assistant offer letter at or prior to the time the expense was incurred, and must be
574

575 a Graduate Employee at the time the reimbursement is requested. The reimbursement may be claimed if the
576 above criteria are met on or before September 2016, but is not retroactive. Instructions on how to obtain
577 reimbursement will be posted on the Office of Human Resources website.
578

579 **Section 4 – Enrollment Requirement**

580 In the administration of the above policy, Graduate Employees shall be required as a term or condition of
581 employment to enroll for and maintain a minimum of twelve (12) graduate credit hours toward the degree
582 throughout the term. However, the Dean of the Graduate School may approve undergraduate credits in a
583 relevant program of study as meeting the twelve (12) credit minimum. Nothing in this contract will preclude an
584 academic advisor from recommending additional hours as appropriate for the student’s academic program.
585

586 **Section 5 – Summer Session Enrollment**

587 Notwithstanding Section 4, during a given Summer Session, Graduate Employees may meet the criteria for
588 tuition remission when enrolled for a minimum of three (3) credit hours toward the degree.
589

590 **Section 6 – Establishment of Tuition**

591 Nothing in this Article shall be interpreted to restrict Oregon State University in any manner in the exercise of
592 their statutory duty to establish tuition.
593

594 **ARTICLE 13 – SUMMER SESSION**

595 **Section 1**

596 At the discretion of the employing unit, Graduate Employees on academic-year appointments may be offered
597 additional appointments covering all or part of the University’s Summer Session. The number of such
598 appointments and their duration will be determined by the employing unit based on the anticipated workload or
599 enrollment for Summer Session.
600
601

602 **Section 2**

603 The salary for Summer Session appointments will be determined according to Article 11 (Salary), with Summer
604 Session treated as another three (3) month (thirteen (13) week) employment period. The salary base for the
605 Summer Session will be that of the previous academic year. The actual work duration in Summer Session may
606 differ considerably from the employment period; for example, a Graduate Teaching Assistant may be employed
607 to teach a four (4) week Summer Session course at thirteen (13) hours per week, corresponding to fifty-two
608 (52) hours total work or 0.10 FTE for the employment period.
609
610

611 **ARTICLE 14 – LAYOFF**

612 **Section 1**

613 Layoff is defined as a separation from University employment during the period of an employee’s appointment
614 due to a reduction in force or a reduction in a department and shall not reflect discredit on the employee.
615
616

617 **Section 2**

618 Order of layoff will be based on reasonable criteria. Layoff shall be implemented by providing employees with
619 as much written notice of separation as possible, but no less than fifteen (15) days before the effective date
620 stating the reasons for layoff.
621
622

623 **Section 3**

624 If layoff occurs after the first day of compensable employment in any employment period, an affected employee
625 shall continue to be exempt from payment of tuition per Article 12 for the remainder of their appointment, not to
626 exceed the end of the current academic year.

627
628 **Section 4**

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

631
632
633 **ARTICLE 15 – EVALUATION**

634
635 **Section 1**

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

642
643 **Section 2**

644 The evaluation may include written input provided by students, clients, or others who have direct knowledge of
645 the employee's performance. If the written input includes a numerical rating, then a summary of the average
646 rating scores may become a part of the Graduate Employee's personnel file. Anonymous evaluative material
647 may not be kept in a Graduate Employee's personnel file.

648
649 **Section 3**

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

655
656 **Section 4**

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

661
662 **Section 5**

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

666
667
668 **ARTICLE 16 – PERSONNEL FILES**

669
670 **Section 1**

671 An employee may choose to be accompanied by a representative of the Union when reviewing material in their
672 personnel file. In such instances, the employee shall be required to provide written authorization for the union
673 representative to view such material.

675 **Section 2**

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

682 **Section 3**

684 No evaluative or disciplinary material reflecting unfavorably upon an employee shall be placed in the personnel
685 file without the signature of the employee. The employee shall be required to sign such documents and may
686 request the following disclaimer: "Employee's signature confirms only that the supervisor has discussed and
687 given a copy to the employee and does not indicate agreement or disagreement." In the event that an
688 employee refuses to sign such document, the supervisor will note the employee's refusal on the document and
689 process the document as if it had been signed. An employee has the right to submit a written rebuttal to be
690 placed in the file.

691 **Section 4**

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

695 **Section 5**

697 No reference to a grievance shall be placed in a departmental personnel file nor shall reference to a grievance
698 be considered in evaluation of an employee.

699 **Section 6**

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

705 **ARTICLE 17 – DISCIPLINE AND DISCHARGE**

706 **Section 1**

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

714 **Section 2**

716 Prior to imposing a disciplinary action, the University will advise the employee of the charges and complaints
717 that potentially give rise to such action. The employee will be provided an opportunity to refute the charges or
718 to present extenuating circumstances. An employee is entitled to representation by a Union representative at
719 investigatory meetings which may result in discipline, if they so chooses. The Union will make a representative
720 available to attend an investigatory meeting within two (2) work days.

721 **Section 3**

723 All forms of discipline will be issued to the employee in writing. Such written notice will state the level of
724 discipline being imposed and the charges and complaints which give rise to the disciplinary action. All such
725 written notices will include the following disclaimer: "Employee's signature indicates only that the supervisor

726 has discussed this material with the employee and they have received a copy. The employee's signature does
727 not indicate agreement or disagreement with its content." Employees will be required to sign disciplinary
728 notices containing this disclaimer.

729
730 **Section 4**

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

733
734 **Section 5**

735 Upon written request from the employee, warnings and disciplinary notices shall be removed from their file
736 after two (2) years. Disciplinary notices may be removed sooner if, in the judgment of the head of the
737 administrative unit in which the employee works, or the Assistant Vice President of Human Resources, or their
738 designee, if the Graduate Employee is appointed to a different department, the employee's performance and
739 conduct warrants such removal. In the event that the head of the administrative unit is the employee's
740 supervisor, the employee may forward the request to the Assistant Vice President of Human Resources, or
741 their designee.

742
743 **Section 6**

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

749
750 **Section 7**

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

753
754
755 **ARTICLE 18 – GRIEVANCE PROCEDURES**

756
757 **Section 1**

- 758 (a) Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the
759 terms or conditions of this Agreement.
- 760 (b) All grievances shall be processed in accordance with this Article which shall be the sole and exclusive
761 method of resolving grievances. Grievances may be filed with union representation or, consistent with
762 statute, employees may present grievances to the employer and have such grievances adjusted without
763 union intervention, provided: 1) The adjustment is not inconsistent with the terms of this Agreement; and 2)
764 The Union has been given an opportunity to be present at meetings which may result in adjustment to the
765 grievance.
- 766 (c) Grievances shall be filed within thirty (30) calendar days of the date the grievant or Union knew or should
767 have known of the facts giving rise to the alleged grievance. In the event that the deadline for filing a
768 grievance, submitting a grievance response, or appealing a grievance response falls on a Saturday,
769 Sunday, or University holiday, such action will be considered timely if it is taken by 5:00 p.m. on the
770 following business day (Monday – Friday).
- 771 (d) Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated, a clear
772 explanation of the alleged violation, a statement that it is a grievance being filed under Article 18, the
773 remedy sought and to whom the response should be directed. Once filed, neither the grievant nor union
774 shall expand upon the original written grievance.
- 775 (e) Time limits specified in this Article shall be strictly observed, unless the parties mutually agree to extend
776 them. If agreed to, extensions of time limits shall be stipulated in writing.

- 777 (f) "Filed" for purposes of all grievances shall mean postmarked (dated by meter or U.S. Post Office), or the
778 actual date of receipt. Grievances received after close of regular business hours shall be considered
779 received on the following business day.
- 780 (g) If at any step of the grievance procedure the University fails to issue a response within the times specified,
781 the grievance shall be considered denied. The grievant or Union may file the grievance at the next step.
- 782 (h) If the Union or grievant fails to file the grievance at the subsequent step within the time specified, the
783 grievance will be considered withdrawn and cannot be resubmitted.
- 784 (i) Grievances involving multiple employees from multiple departments shall be filed initially at Step 2.
- 785 (j) At the request of either party, a meeting between the Union and the University's representative will take
786 place at any step of the grievance procedure. If a meeting is held at the request of the Grievant and/or the
787 Union, any time limit for the Employer's response set forth below shall begin with the date of the meeting.
788

789 **Section 2**

790 The parties acknowledge the benefit of resolving grievances at the lowest possible step. Prior to filing a
791 grievance under this Article, employees are encouraged to address issues informally with their supervisor or
792 other University representative with authority to resolve the specific issue. Use of this informal process will not
793 alter timelines required to file a formal grievance.
794

795 Step 1: Should a grievance not be resolved informally, or should a grievant decide not to use an informal
796 process, a formal grievance shall be filed with head of the administrative unit in which the employee
797 works (Chair, Director, Dean, Superintendent). The head of the administrative unit shall respond in
798 writing within thirty (30) calendar days. Should the head of the administrative unit also be the
799 Grievant's academic advisor, the grievance shall be filed at Step 2. The parties agree that all Step 1
800 grievance settlements shall not violate this agreement as non-precedential and shall not be cited by
801 either party or their agents or members in any arbitration or fact-finding proceedings now or in the
802 future. Step 1 grievance settlements shall be reduced to writing and signed by the Grievant and the
803 head of the Administrative Unit. Actions taken pursuant to Step 1 settlement agreements shall not be
804 deemed to establish or change practices under the Collective Bargaining agreement.
805

806 Step 2: Should a grievance not be resolved at Step 1, the employee or Union may file the grievance with the
807 University President or their designee within thirty (30) calendar days from receipt of the Step 1
808 response or if a response was not received within thirty (30) days from when the response was due.
809 The University President or their designee shall respond in writing within thirty (30) calendar days.
810

811 Step 3: Should the grievance not be resolved at Step 2; the employee or Union may file the grievance with the
812 USSE's Director of Labor Relations or their designee within thirty (30) calendar days from the date on
813 which the employee or Union receives the Step 2 response or if no response was received within thirty
814 (30) days from the date the response was due. Grievances filed with the USSE's Director of Labor
815 Relations or their designee shall be responded to within fifteen (15) calendar days. Should a grievance
816 not be resolved at Step 3, the Union may request arbitration.
817

818 **Section 3**

819 To advance a grievance to arbitration:

- 820 (a) The Union must notify the University of its decision to arbitrate within twenty-one (21) calendar days of
821 receipt of the Step 3 response or if no response was received within twenty-one (21) days from when the
822 response was due.
- 823 (b) Within fifteen (15) calendar days from the Union's notification of intent to arbitrate, the Union will notify the
824 Federal Mediation and Conciliation Service (FMCS) of the dispute and request a list of arbitrators that shall
825 be specifically limited to Oregon, Washington, and Idaho arbitrators. The parties shall attempt to reach
826 agreement on a permanent panel of arbitrators and a process for using such arbitrators. In the absence of
827 agreement on such a panel and process, the current selection process will be retained and the Union will
828 request a list of five (5) arbitrators from the Employment Relations Board. The parties will then alternately

829 strike names, one at a time. The party striking the first name will be determined by the flip of a coin. The
830 last remaining name shall be the arbitrator selected to hear the current grievance.

- 831 (c) The arbitrator shall have authority to hear and rule on issues which arise over arbitrability. Such issues if
832 raised must be heard prior to hearing the merits of the grievance advanced to arbitration. The parties may
833 mutually agree to allow the arbitrator to take procedural issues under advisement and to proceed with the
834 hearing on the merits. If the arbitrator rules the grievance is non-arbitrable, they shall not issue a ruling on
835 the merits.
- 836 (d) If either party request that post-hearing briefs be filed, the arbitrator shall set the date for submission of
837 those briefs.
- 838 (e) The parties agree that the decision and award of the arbitrator shall be final and binding. The arbitrator
839 shall have no authority to rule contrary to or change any of the terms of this Agreement.
- 840 (f) The arbitrator shall have no authority to hear or decide any grievance relating to an academic decision or
841 judgment concerning the employee as a student. The arbitrator shall have no authority to reinstate an
842 employee who is no longer a student or otherwise does not meet the criteria to be a Graduate Employee.
- 843 (g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration.
844

845 **Section 4**

846 This article does not apply to issues of: academic standing, academic standards, policies, and procedures or
847 their implementation or application; or academic degree, program, and course offerings and requirements.
848 Such grievances are covered by the Graduate School Academic Grievance Policy.
849

850 **ARTICLE 19 – CONSULTATION**

851 **Section 1**

852 The Union and the Assistant Vice President of Human Resources or their designee agree to meet at the
853 request of either party to discuss matters pertinent in the implementation or administration of this Agreement or
854 other mutually agreeable matters. The meetings will be held as soon as practicable after receipt of a written
855 request for such a meeting. The request for such meetings shall contain a recommended agenda of items to
856 be discussed. Each party may have up to three (3) representatives at such meetings. Additional
857 representatives may be allowed upon mutual agreement of the parties. Matters related to grievance(s) or
858 arbitration shall be handled pursuant to Article 18.
859

860 **Section 2**

861 The parties agree that such meetings shall not constitute or be used for the purpose of negotiations.
862

863 **Section 3**

864 Any resolution or agreements made as a result of these meetings shall be reduced to writing and signed by the
865 parties.
866

867 **ARTICLE 20 – ELECTION DAYS**

868 International Graduate Employees who wish and/or are required to vote in their national elections and can only
869 do so at the consular agency, must provide the employing department with both reasonable advance notice
870 and documentation. The employing department will arrange the work to allow the Graduate Employee
871 adequate travel time to the nearest consular agency where the Graduate Employee may vote.
872

873 **ARTICLE 21 – JURY DUTY**

880 When jury duty service interferes with the work assignment of an employee, the employee shall be entitled to
881 leave with pay for such time. The employee shall immediately notify their supervisor upon being summoned as
882 a juror. To the extent possible, the employee shall attempt to schedule jury duty around work assignments. The
883 employee may keep any money paid by the court for such service. The University reserves the right to petition
884 for removal of the employee from jury duty if, in the University's judgment, the operating requirements of the
885 University would be hampered. Upon dismissal from jury service, the employee shall immediately return to
886 their normal duties.

887 **ARTICLE 22 – PARKING**

888 **Section 1**

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

893 **Section 2**

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

897 **ARTICLE 23 – EXPENSES**

898 **Section 1 – Travel and Mileage**

899 The University and the Union agree that reimbursement for travel and/or mileage will be in accordance with
900 policy and rates established in the Financial Administrative Standard Operating Manual (FASOM) or its
901 successor. The employer will give the Union at least thirty (30) days' notice of any proposed changes to
902 FASOM which directly affect travel and/or mileage reimbursement.

903 **Section 2 – Immunizations**

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

906 **ARTICLE 24 – NONDISCRIMINATION**

907 **Section 1**

908 Neither the University nor the Union shall discriminate nor tolerate discrimination on the basis of age, color,
909 disability, gender identity or expression, genetic information, marital status, national origin, race, religion,
910 sexual orientation, veteran's status, or any other protected class under State or Federal Law.

911 **Section 2**

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

914 **Section 3**

915 Grievances alleging violations of Section 1 of this Article can be grieved only at Step 2 of the grievance article
916 and are not subject to arbitration. Unresolved discrimination grievances may be submitted to the Bureau of
917 Labor and Industries or the Equal Employment Opportunity Commission.

931
932
933 **ARTICLE 25 – HEALTH AND SAFETY**
934

935 **Section 1**

936 The University acknowledges an obligation to provide a safe and healthy environment for its employees and
937 agrees to do so in accordance with any and all applicable local, State, and Federal laws pertaining to
938 occupational safety and health.
939

- 940 (a) Training: The department shall see that Graduate Employees are properly instructed and supervised in the
941 safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or
942 apply during the course and scope of their employment and in the proper handling of dangerous or toxic
943 substances. This training will be provided to the employee without loss of pay.
944
- 945 (b) Field Training: If the Graduate Employee's work assignment includes off-campus field work, the supervisor
946 shall see that the Graduate Employee is properly trained not only in the safe operation of all equipment, but
947 also in appropriate field safety, including sexual harassment training, first-aid and emergency contact
948 protocols.
949
- 950 (c) Equipment: It is the responsibility of the University to provide, at no cost to the Graduate Employee, all
951 necessary personal protective equipment (PPE) required for the safe and healthy execution of their duties,
952 including work in the field, as well as training in the proper use of any issued PPE. For Graduate
953 Employees participating in field work, this may include emergency contact equipment appropriate to the
954 work that is being performed.
955
- 956 (d) If, after reporting to the supervisor that a specific substance, task, or assignment may jeopardize personal
957 health or safety, correction is not made, that employee may refuse to perform such activity without penalty
958 until the appropriate health or safety office has reviewed the situation and made a finding. The University
959 shall notify the Union of each determination that is made.
960

961 **Section 2**

962 Oregon State University commits to maintaining a position for a CGE representative on the University Health
963 and Safety Committee.
964
965

966 **ARTICLE 26 – WORK-RELATED INJURIES OR ILLNESS**
967

968 **Section 1**

969 An employee injured on the job or who contracts a disease or illness as a result of work performed and/or the
970 work environment shall notify their supervisor as soon as practical after the incident giving rise to the injury or
971 after becoming aware of the disease or illness. The employer shall provide necessary forms and reasonable
972 assistance for the employee to file a Workers' Compensation claim. The employee shall provide the
973 University's workers' compensation insurance carrier with all information and documents necessary to process
974 their claim.
975

976 **Section 2**

977 When, upon advice of their physician, an employee requires modified work or a modified work schedule due to
978 an on-the-job injury or work-related disease or illness, the University will make a good faith effort to
979 accommodate the employee's needs. Upon request of the employer, the employee shall provide a certification
980 from their treating physician confirming the need for modified work or a modified schedule.
981

982 **Section 3**

983 An employee who is unable to work due to an on-the-job injury or work- related disease or illness, shall be
984 accorded all rights of applicable statutes and regulations. Upon the treating physician’s certification that the
985 employee is able to return to their job, the employee shall be returned in accordance with all applicable
986 statutes and regulations.
987

988 **ARTICLE 27 – STATUTORY COMPLIANCE**

990 The employer agrees to comply with provisions of relevant statutes governing Unemployment Insurance,
991 Social Security, Workers’ Compensation, the federal Family Medical Leave Act (FMLA), Medicare, and the
992 Oregon Family Leave Act (OFLA). To the extent that these statutes provide the employer with discretion in
993 their interpretation and application, the employer reserves such discretion and the Union reserves the right to
994 grieve the interpretation.
995

996 **ARTICLE 28 – INSURANCE**

997
000 The University agrees to continue providing access to health insurance for Graduate Employees as defined in
001 this Article.
002

003 **Section 1 – Mandatory Enrollment**

004 The parties agree that enrollment in a health insurance plan is required by the University as a condition of
005 appointment. The University will enroll all Graduate Employees with an appointment of 0.2 FTE or greater, and
006 0.3 FTE or greater after September 2017, in the University health insurance plan prior to the start of the
007 Graduate Employee’s appointment or reappointment during either the academic year or Summer Session.
008 Graduate Employees are required as a condition of employment to be enrolled in the University health
009 insurance plan unless they submit a waiver request and receive approval as outlined in Section 2 of this article.
010

011 A Graduate Employee may choose to enroll their partner, children, or family in the University health insurance
012 plan. The enrollment form must be submitted to Student Health Services within the first thirty (30) days of the
013 start of the appointment. Unless there is a break in the Graduate Employee’s health insurance coverage, all
014 previously enrolled dependents will be automatically enrolled in the subsequent term for which the Graduate
015 Employee is eligible for health insurance, including Summer Session. If a family member should not be re-
016 enrolled, the Graduate Employee must submit a new enrollment form to Student Health Services within the first
017 thirty (30) days of the start of the appointment, or before May 1st for Summer Session.
018

019 **Section 2 – Waiver of Enrollment**

020 A Graduate Employee may waive enrollment in the University health insurance plan by providing proof of
021 enrollment in another plan that is deemed comparable by Student Health Services. A comparable health
022 insurance plan includes medical, vision, and dental. If an otherwise comparable plan does not include dental,
023 the Graduate Employee must obtain comparable dental coverage at the Graduate Employee’s cost. A
024 Graduate Employee must submit a completed waiver of health insurance form, insurance identification card
025 and summary of benefits to Student Health Services prior to the start of their appointment.
026

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

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

032 **Section 3 – Premiums and Contributions**

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

036
037 Effective September 16, 2016 through September 15, 2017, the University shall contribute 87% of the cost
038 of the 'Graduate Employee only' insurance premium and half the administrative fees for each month in
039 which the Graduate Employee qualifies.

040
041 Effective September 16, 2017 through September 15, 2018, the University shall contribute 88% of the cost
042 of the 'Graduate Employee only' insurance premium and half the administrative fees for each month in
043 which the Graduate Employee qualifies.

044
045 Effective September 16, 2018 through September 15, 2019, the University shall contribute 89% of the cost
046 of the 'Graduate Employee only' insurance premium and half the administrative fees for each month in
047 which the Graduate Employee qualifies.

048
049 Effective September 16, 2019, the University shall contribute 90% of the cost of the 'Graduate Employee
050 only' insurance premium and half the administrative fees for each month in which the Graduate Employee
051 qualifies.

- 052
053 (b) The University shall contribute to the cost of the enrolled Graduate Employee's partner or child or family
054 premium at the same rates mentioned in Section 3(a) of this Article for each month in which the Graduate
055 Employee qualifies.
- 056 (c) The University shall continue to contribute to the cost of the 'Graduate Employee only' premium and
057 administrative fees at the same rate as the previous term for each month in which the Graduate Employee
058 is on approved medical leave, up to three months for an approved continuous medical leave of absence.
- 059 (d) The University shall continue to contribute to the cost of the enrolled Graduate Employee's partner or child
060 or family premium at the same rate as the previous term for each month in which the Graduate Employee
061 is on approved medical leave, up to twelve (12) weeks for an approved continuous medical leave of
062 absence.
- 063 (e) The Graduate Employee's portion of the premium is due and payable at the first of each month during the
064 Graduate Employee's employment period.
- 065 (f) Graduate Employees who waive coverage under the University health plan are not eligible to receive the
066 University's contribution.

067
068 **Section 4 – Summer Session Coverage**

- 069
070 (a) To be eligible for summer coverage, a Graduate Employee must have a Fall, Winter, or Spring Term
071 appointment in the current academic year and be enrolled in the Graduate School for either the Summer
072 Session or the following Fall Term.
- 073 (b) The University shall contribute to the cost of Summer Session 'Graduate Employee only' health insurance
074 coverage at the same rates mentioned in Section 3(a) of this Article.
- 075 (c) The University shall contribute to the cost of the Graduate Employee's partner or child or family summer
076 session coverage at the same rates mentioned in Section 3(a) of this Article.
- 077 (d) Beginning Summer 2017, Graduate Employees enrolled on the University health insurance plan and
078 employed any term during the previous academic year will be automatically enrolled in Summer Session
079 health insurance unless they file to graduate in the Spring Term or submit a Summer Session insurance
080 opt-out form before May 1st.
- 081 (e) The Graduate Employee's health insurance coverage level for Summer Session will match the coverage
082 level during their last prior appointment period, either 'Graduate Employee only', family, partner, or child,
083 unless they make these changes by May 1st or have a qualifying life event that allows for dependent
084 enrollment changes to be made.
- 085 (f) One-ninth of the total Summer Session health insurance for the appropriate level of coverage will be
086 deducted from each of the Graduate Employee's monthly paychecks during the academic year, beginning
087 in October.

- 088 (g) Graduate Employees who wish to opt out of summer coverage must submit an opt out form by May 1st.
089 For all Graduate Employees who opt out of summer coverage or graduate, the employee contribution for
090 summer coverage that was previously deducted will be refunded in the June payroll.
091 (h) The University will be held harmless if the Graduate Employee fails to opt-out or fails to change their
092 dependent enrollment information before the deadline.
093

Section 5 – Failure to Comply

- 095
096 (a) Should a Graduate Employee receive health insurance coverage through the Summer Session and not
097 return in Fall Term, for reasons other than graduation, they can be held responsible for reimbursing the
098 University for the employer's contributions.
099 (b) If a Graduate Employee fails to provide a waiver to opt-out of health insurance by October 1 for Fall Term,
100 January 1 for Winter Term, April 1 for Spring Term, or May 1 for Summer Session, they will be
101 automatically enrolled in the University health insurance plan.
102

Section 6 – Plan Administration

- 104 (a) The Graduate Employee health insurance plan shall be administered by Student Health Services with
105 advice from the joint Graduate Employee Health Insurance Advisory Council (HIAC). The HIAC shall be
106 comprised of three (3) Graduate Employee members selected by CGE and three (3) members selected by
107 the University.
108 (b) The University agrees to include three (3) CGE representatives in Graduate Employee health insurance
109 plan review meetings at least once per year. CGE's participation will be limited to reviewing plan data and
110 aggregated claims data. CGE may provide suggestions regarding plan operation and possible
111 revision/enhancement.
112 (c) The University will contract with a health insurance consultant to assist with administration of the University
113 health insurance plan. The University will pay all costs for the contracted consultant.
114 (d) The CGE agrees that its right to bargain future benefit contribution rates pertains only to bargaining unit
115 members.
116

Section 7 – Notice of Rate Increase

118 Should Graduate Employee health insurance plan rates increase more than 10% or administrative fees
119 increase more than 25%, the University will provide written notice to the Union of the anticipated increase
120 within thirty (30) days of the receipt of the notice.
121

ARTICLE 29 – RESTROOMS

123
124
125 The University agrees to provide employees with reasonable access to gender neutral restroom facilities. All
126 newly constructed or renovated buildings will include at least one gender neutral restroom facility.
127
128

ARTICLE 30 – SICK LEAVE

Section 1 – Sick Leave with Pay

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

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

- 140 (c) **Determination of Service for Sick Leave with Pay.** Time worked and sick leave with pay shall be
 141 included in determining the pro rata accrual of sick leave hours provided.
 142 (d) **Accrual Rate of Sick Leave.** Graduate Employees shall accrue sick leave at the following rate:
 143

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

- 144
 145
 146 (e) **Compensation Rate of Sick Leave Accrual.** When a Graduate Employee uses sick leave accruals, they
 147 will be compensated at their current rate of pay.
 148 (f) **Carry Over, Reappointment, and Restoration of Sick Leave Accruals.** Up to eighty (80) hours of
 149 unused sick leave will be carried into the next Graduate Employee appointment period when the next
 150 appointment occurs within five (5) years of the end of the original appointment.
 151 (g) **Limitations on Sick Leave with Pay.** Maximum accrual is forty (40) hours in a fiscal year.
 152

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

- 154 (a) **Conditions of Use.** Sick leave may be taken by a Graduate Employee when they or their family member
 155 experiences a mental or physical illness, injury or health condition, need for a medical diagnosis, care or
 156 treatment of mental or physical illness, injury or health condition or need for preventative care. Sick leave
 157 may be taken within 12 months of the birth or adoption of a child. Sick leave may also be taken as
 158 bereavement within 60 days of a death of an immediate family member. Sick leave may be taken in the
 159 event that a lawful public health authority declares an emergency relating to the Graduate Employee's
 160 employment, their self-care, or the care of a family member. Sick leave may be taken in the event that the
 161 Graduate Employee seeks legal services, law enforcement services, or medical treatment relating to
 162 domestic violence, harassment, sexual assault or stalking for themselves or a minor child. In these cases,
 163 victim services and home relocations may also be covered by sick leave. The Office of Equity and
 164 Inclusion, <http://oregonstate.edu/oei/>, provides support to those experiencing these circumstances.
 165 (b) **Definition of Family Member.** "Family member" means the spouse or domestic partner of an employee,
 166 the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the
 167 employee, the sibling of the employee, a parent-in-law of the employee, or a person with whom the
 168 employee was or is in a relationship with in the place of a parent.
 169 (c) **Requests and Recording of Sick Leave Accrual Use.** The University must provide a Graduate
 170 Employee their accrued paid sick leave upon request. The Graduate Employee must make a reasonable
 171 effort to use accrued sick leave in a manner which does not unduly disrupt the operation of the University.
 172 In the event that the use of leave is foreseeable, requests should be made ten (10) days in advance of the
 173 date of the expected leave and state the expected duration of the leave. In the event that the leave is not
 174 foreseeable, the Graduate Employee must follow the notice requirements set forth by the supervisor and
 175 provide an estimated amount of time that leave is expected. Requests will be made in accordance with the
 176 expectations of the supervisor, and leave will be recorded in advance in cases of foreseeable leave, or
 177 immediately upon the return from leave in cases of unforeseeable leave. Leave will be recorded in the
 178 University's on-line time and attendance system in hourly increments.
 179 (d) **Consecutive Hours of Sick Leave Use.** The University may require the Graduate Employee to provide
 180 verification from a health care provider of the need for the sick leave if the employee takes more than
 181 twenty-four (24) consecutive hours, based upon a 1.0 FTE, of paid sick leave. The University shall pay any
 182 reasonable cost required for providing medical verification certification.
 183

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

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

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

193
194 **Section 4 – Application of Sick Leave to Other Leaves**

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

198 [http://hr.oregonstate.edu/benefits/leaves/family-and-medical-leave-act-fmla/graduate-assistantships-family-](http://hr.oregonstate.edu/benefits/leaves/family-and-medical-leave-act-fmla/graduate-assistantships-family-medical-leave)
199 [medical-leave](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
200 concurrently when coverages overlap. For each medical episode requiring leave, the employee must first
201 utilize accrued and donated paid sick leave and then enter into unpaid leave status, until they return to work.

202
203 **Section 5 – Leave Donation**

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

219
220 **Section 6 – Nondiscrimination**

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

227 **LETTER OF AGREEMENT – MEDICAL AND FAMILY LEAVE**
228

229 This agreement is between Oregon State University and the Coalition of Graduate Employees.
230 The administration agrees that the current Medical and Family Leave policy which pertains to Graduate
231 Employees will not be substantially changed without consultation with CGE. Additionally, CGE may provide
232 input regarding the policy, including recommending modifications for consideration by the policy-makers.
233

234 All Graduate Employees seeking Medical and Family Leave will be informed that they may request a CGE
235 advocate to help them through the process at any point. CGE will develop a literature piece for this purpose
236 and provide it to Human Resources by Sept. 15, 2014. Human Resources will also provide this information to
237 any Graduate Employee currently on Medical and Family Leave.
238
239
240

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

242
243 The University will provide assistance and oversight to help units execute the agreements in Article 9 relating
244 to length of appointments and notice of appointments for Graduate Employees. The University will work with
245 academic colleges to establish consistent practices for appointment that includes:

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

268
269 The University will provide standard language and appointment templates to units to assist in meeting the
270 requirements for timely notice of appointment and work assignment.

271
272 The University agrees to audit appointments during each term of the 2016-17 and 2017-18 academic years to
273 document use of single-term appointments, graduate hourly student-worker appointments, and any variances
274 from the agreements on timely notice. The University will prepare a report of each audit and will send it to the
275 Union. The Union may make a formal request for additional information from the University. If a unit has
276 recurring issues with meeting timely notice or the unapproved use of single term appointments, the University
277 will work with the Provost and Dean of the employing department to ensure that a plan is in place to meet
278 expectations for subsequent Graduate Employee appointments.

281 **LETTER OF AGREEMENT – CHILD CARE**

282
283 The University has an interest in addressing the child care needs of the OSU community and agrees on the
284 importance of continuing to explore options and opportunities to increase access and affordability.

285
286 The University recognizes that Graduate Employees are both employees and students and will acknowledge
287 this while developing and implementing child care solutions for all students and employees.

288
289 The University will update CGE on discussion and strategies on child care at the monthly labor-management
290 meetings.

291
292 This LOA will expire at the end of Spring Term 2018, unless mutually agreed upon by CGE and Oregon State
293 University.

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

297
298 The University agrees to mark all existing Restroom General (BXX1) and Restroom Unisex (BXX2) facilities as
299 family friendly and gender neutral, or solely gender neutral.

300
301 The University further agrees to mark the following restrooms as family friendly and gender neutral, or solely
302 gender neutral:

303
304 Agricultural & Life Sciences Building 3086
305 Agricultural & Life Sciences Building 3086B
306 Kidder 208
307 Crop Sciences Building 208
308

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

310
311 The University and the Union agree to hold labor management meetings monthly. A maximum of five (5)
312 attendees from the University and five (5) attendees from the Union may participate, unless otherwise mutually
313 agreed upon.

314
315 Standing meeting agenda items may include, but will not be limited to, health and safety, FTE adjustment,
316 assignment of work, work space, notice of appointment, and appointment duration. The University agrees to
317 resolve matters of concern timely with follow up during the subsequent monthly meeting.

318
319 Meeting agenda for the period August 2016-June 2018 may also include preparation and roll-out of the 2017
320 FTE adjustment.

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

324
325 The University is having discussions about two changes to tuition and fee policies.

326
327 First, the University agrees to review all options to reduce required credit hours and associated fees for
328 graduate students who are using University resources over Summer Session. The options would include
329 reducing the required enrollment during Summer Session from 3 credits to 1 credit.

330
331 The University agrees to meet with CGE during Spring 2017 to review options for Summer Session credit
332 requirements. Should viable options be identified by the University, the University will implement Summer 2017
333 or notify CGE of other determinations.

334
335 Second, the University agrees to review the current policies around tuition benefits for all employees. The
336 review will evaluate potential expansion of E-campus benefits, as well as extending more than one tuition
337 benefit to employee and family.

338
339 The University agrees to keep CGE apprised of these discussions and to review the status of the discussions
340 in Spring 2017.

341
342 The University and CGE agree that the decision to change the tuition and fee remission package offered to
343 Graduate Employees as a benefit of their employment would allow for a session of expedited bargaining under
344 the requirements of ORS 243.698.

345
346 This LOA will expire at the end of Summer Session 2017, unless mutually agreed upon by CGE and Oregon
347 State University.

348
349
350
351
352
353
Tentative Agreement

Dixie Daniels, CGE VP for Bargaining and Grievances

Date

Viki Dimick Jackson, OSU Employee and Labor Relations Manager

Date