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

38
39 This Collective Bargaining Agreement is entered into between ~~the Oregon State Board of Higher Education on~~
40 ~~behalf of~~ Oregon State University (hereinafter called the University) and the Coalition of Graduate Employees,
41 American Federation of Teachers Local 6069, AFL/CIO (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**
58 **as 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, 202016.
80

81 **Section 2**

82 Either party may give written notice during the period of November 1 – 30, 20195 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~~3~~. 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 ~~his/her~~ assigned duties

140 because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other
141 employees, such inability to provide work shall not be deemed a lockout and Graduate Employees Assistants
142 shall not suffer any 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 ~~Shop Stewards.~~ The Union shall designate up to thirty (30) members as Stewards who are empowered to
200 represent employees in grievance or disciplinary proceedings when requested by the employees. The Union
201 shall provide the University with a list of current ~~s~~Stewards. Stewards shall be allowed to investigate and
202 process grievances and represent employees at grievance proceedings without loss of pay. The Steward shall
203 notify his/her **their** supervisor, in advance, of the need to take leave to represent an employee. If such leave
204 would interfere with the Steward's regularly assigned tasks, the supervisor shall make arrangements for such
205 leave to be accommodated within forty-eight (48) hours. If such a delay affects meeting a timeline, the parties
206 agree to extend the timeline.

207
208 **Section 4 – Release Time**

209 The University shall provide ~~four (4) days~~ **thirty-two (32) hours** of release time, without loss of pay, each fiscal
210 year, to be divided, at the Union's discretion, among its officials, to attend union functions provided that official
211 has notified his/her **their** supervisor and the Office of Human Resources no less than thirty (30) days in
212 advance of the leave. The official will arrange, if necessary, for a substitute acceptable to his/her **their**
213 supervisor, to perform his/her **their** duties during such leave, or arrange to complete the work at another time,
214 whichever is appropriate. **Substitute work will be compensated in accordance with Article 11- Salary.**

215
216 **Section 5 – Union Dues**

- 217 (a) The University recognizes the Union membership categories of "Member" and "Associate Member." Upon
218 sixty (60) days written notice from the Union, the University agrees to recognize new union categories of
219 membership.
- 220 (b) The Union agrees that dues for each membership category will be either a flat dollar amount or a single
221 percentage of pay.
- 222 (c) The Union will provide the Office of Human Resources written notification of its intent to change
223 membership dues deduction rates no later than the 10th of the month for the new rate to take effect within
224 the same month. Notice of intent to change membership dues deduction rates filed after the 10th of the
225 month will take effect the following month. "Filed" for the purposes of change in membership dues
226 deduction rates shall mean postmarked (dated by meter or U.S. Post Office), or hand delivered receipt.
- 227 (d) The University, upon written authorization from an employee, will deduct union dues from the employee's
228 regular monthly salary. This authorization shall include a statement directing the University to inform the
229 Union of the name of the employee and the amount deducted each month. The amount to be deducted
230 shall be certified by the Union to the University. The sum of all monies deducted shall be remitted to the
231 Union within thirty (30) days.
- 232 (e) The University agrees that once authorized by a ~~g~~**Graduate assistant Employee**, dues deduction
233 authorization will remain in effect as long as the ~~g~~**Graduate assistant Employee** retains ~~g~~**Graduate**
234 ~~assistant~~ **Employee** status; and may be revoked only upon cessation of ~~g~~**Graduate assistant Employee**
235 status, or upon thirty (30) days written notice. The Union agrees that its dues deduction authorization cards
236 will clearly inform ~~g~~**Graduate assistants Employees** that once authorized, dues deductions will remain in
237 effect as long as the ~~g~~**Graduate assistant Employee** retains ~~g~~**Graduate assistant Employee** status; and
238 may be revoked only upon cessation of ~~g~~**Graduate assistant Employee** status, or upon thirty (30) days
239 written notice. The parties agree that dues will not be deducted from pay earned for employment in a status
240 other than as a ~~g~~**Graduate assistant Employee**.
- 241 (f) It is understood that notifications from the Union to start or stop dues deductions received after the 10th of
242 the month may take effect the following month unless the 10th falls on a Saturday or Sunday, in which case
243 the start or stop date will fall on the following Monday.
- 244 (g) ~~Due to frequent adjustments in work assignment during the first four (4) weeks of each term, lack of finality~~

245 regarding bargaining unit status is typical. The University shall process all authorizations for dues
246 deduction submitted during these weeks by deducting one-half of the dues owed in each of the following
247 two months if it proves impossible to deduct during the first month of the term.

248 (h) **The University will conduct an audit of Graduate Employee payroll deductions at least once per**
249 **term. In the event that membership dues are not deducted from a Graduate Employee's paycheck,**
250 **the University will act according to the number of months in which membership dues were not**
251 **deducted:**

252 i. **If one (1) month's membership dues are not deducted, the deduction will be spread out**
253 **over the employee's next two (2) paychecks, creating a one-and-a-half (1 ½) deduction for**
254 **each of those months.**

255 ii. **If two (2) or more month's membership dues are not deducted due to an administrative**
256 **error, the University will notify the employee of the error and will allow the employee to**
257 **choose to spread the missed dues deductions over as many pay periods as desired, up**
258 **to the remainder of the appointment period.**

259 **Section 6 – Access**

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

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

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

269 **Section 8 – Bulletin Boards**

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

276 **Section 9 – E-Mail**

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

280 (a) The Union's use of the University e-mail shall not be more restrictive than recognized campus
281 organizations.

282 (b) Use of the University e-mail system shall be on the employee's non-work time.

283 (c) The Union, its representatives, and bargaining unit employees agree to abide by the University's
284 Acceptable Use Policy in effect on July 1, 2012.

285 (d) The Union will hold the Employer harmless against any lawsuits, claims, complaints or other legal or
286 administrative actions where action is taken against employer, union or its agents (including union staff,
287 union officers and stewards) regarding any communications or effect of any communications that are a
288 direct result of use of e-mail under this article.

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

291 **Section 10 – Orientation**

294 Upon receiving at least seven (7) days in advance a request from the Union that a representative desires to
295 attend a departmental **or college-level** new Graduate Assistant **Employee** orientation, the orientation sponsor
296 will provide the representative with fifteen (15) minutes on the agenda. The union representative will be

297 informed of the time and location of his/her their presentation and will be allowed to distribute union material.
298 If the department does not conduct a new Graduate Assistant Employee orientation, a union representative
299 may request to meet with the new employees who are in the bargaining unit. The department will provide
300 meeting space according to current building use policies as long as the space is available and scheduling has
301 occurred in accordance with department policies or guidelines. Subject to prior supervisory approval(s) and
302 operational needs regarding scheduling, the employee(s) will be permitted to meet with a union representative
303 on work time. The new employee orientation will be scheduled for fifteen (15) minutes; with the employer's
304 and the employees' consent, the meeting can be extended to thirty (30) minutes.
305

306 **Section 11 – Voluntary Contributions to the Union's Committee on Political Education (COPE) Fund**

307 Upon written authorization from the employee, the University will deduct a voluntary contribution of \$5.00 per
308 month from the employee's salary. Such authorization shall include a statement authorizing the University to
309 inform the Union of the name of the employee requesting the deduction. The sum of all monies deducted along
310 with the names of the contributors shall be remitted to the Union monthly at the same time union dues are
311 remitted. An employee who terminates this voluntary contribution may not reinstate such deductions prior to
312 the beginning of the next academic year.
313

314 **Section 12 – Information**

- 315 (a) As a condition of appointment to a ~~g~~Graduate assistant Employee position determined to be in the
316 bargaining unit, or upon reappointment of a currently appointed ~~g~~Graduate assistant Employee to a
317 position determined to be in the bargaining unit, the ~~g~~Graduate assistant Employee will be required to sign
318 a consent authorizing the University to disclose to the Union the employee's FTE (Full Time Employment
319 Fraction) and bargaining unit status. Additionally, bargaining unit ~~g~~Graduate assistants Employees will be
320 asked to sign a release authorizing the University to provide their salaries to the Union. These consents
321 shall remain in effect only while the ~~g~~Graduate assistant Employee is in a bargaining unit position.
- 322 (b) ~~Within thirty (30) days from the beginning of classes for each term, t~~The University will provide the Union
323 the following directory information each month for all bargaining unit ~~g~~Graduate assistants Employees
324 who have not suppressed their directory information: Name, current mailing address and telephone
325 number, email address, employing department, campus office address, funding source type, and ~~status~~
326 when available assignment as a ~~g~~Graduate ~~t~~Teaching ~~a~~Assistant or ~~g~~Graduate ~~r~~Research ~~a~~Assistant
327 and their hours of service; and, for those ~~g~~Graduate assistants Employees who have signed a consent to
328 release, bargaining unit status, salary, and FTE.
- 329 (c) Within (30) days from the beginning of classes for each term, the University will provide the Union with
330 directory information of ~~g~~Graduate assistants Employees not in the bargaining unit who have not
331 suppressed their directory information.
- 332 (d) The University reserves the right to charge the Union actual costs for providing information requested in
333 addition to the provisions of paragraphs (b) and (c) above.
- 334 (e) Upon receipt of an annual written request from the Union, the Office of Human Resources will make
335 available to the Union a list of work locations that are provided by the employing departments. The
336 University is not required to create or maintain a list of work locations and failure to provide the information
337 will not constitute a violation of this agreement.
338

339 **Section 13 – Fair Share**

- 340 (b) All ~~bargaining unit~~ Graduate eEmployees who are not members of the Union shall make fair share
341 payments in lieu of dues beginning in their first paycheck after thirty (30) days of employment in a
342 bargaining unit position.
- 343 (c) The amount of the fair share payment shall be set by the Union, and shall be equal to regular dues and
344 fees paid by the members of the Union working the same FTE fraction.
- 345 (d) The University shall deduct the fair share payment from the ~~bargaining unit~~ Graduate eEmployee's
346 monthly salary and remit such payment to the Union at the time dues payments are remitted.
- 347 (e) Fair share deduction shall be made only from salary received as a ~~bargaining unit~~ Graduate eEmployee
348 and shall not apply to wages or stipends received in another capacity.
- 349 (f) In the event that fair share costs are not deducted from a Graduate Employee's paycheck, the

350 **University will act according the number of months in which fair share costs were not deducted:**

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

358 (g) ~~Bargaining unit members~~ **Graduate Employees** who exercise their right to nonassociation pursuant to
359 ORS 243.666 shall be exempt from the fair share requirement. However, the employee shall pay an
360 amount equivalent to regular union dues to a non-religious charity or other charitable organization mutually
361 agreed to by the employee and the Union. The employee shall furnish written proof that such payment has
362 been made monthly to the employer and union.
363

364 **Section 14 – Indemnity**

365 The Union agrees to indemnify and hold the employer harmless against any and all claims, damages, suits,
366 judgments or other forms of liability which may arise out of any action taken or not taken by the Employer for
367 the purpose of complying with the provisions of this Article.
368

369 **ARTICLE 9 – APPOINTMENTS**

370 **Section 1 – Priority**

373 In making appointments and reappointments within a program, department, or employing unit, the employer
374 may give priority to candidates enrolled in that unit or in units from closely related academic areas. The
375 employing unit will consider the candidate's relevant skills and academic background.
376

377 **Section 2 – Appointment Letter**

378 Upon appointment, the employing unit will provide the Graduate ~~Employee Assistant~~ with **an Appointment**
379 **Letter** details of the appointment (duration, FTE, corresponding average hours per term, salary, evaluation,
380 tuition waiver, benefits, and bargaining unit status). Departments shall give as much notice as possible in
381 providing **Appointment Letters** letters of appointment and all documents necessary to initiate employment,
382 and state the terms of employment, including an approximation of mandatory fees based on the previous
383 year's assessment, preferably no later than thirty (30) days prior to the start of employment.
384

385 **The Appointment Letter will indicate an appointment to a Graduate Assistantship. A Graduate**
386 **Employee's assignment (e.g. whether they are a Graduate Teaching Assistant or Graduate Research**
387 **Assistant) may be changed between terms over the course of a single appointment. The assignment**
388 **as either a Graduate Teaching Assistant or Graduate Research Assistant, while not required at the time**
389 **of appointment, should be noted on the Appointment Letter for each term the assignment is known.**
390 **The assignment may be modified by updating the Position Description in subsequent terms. Graduate**
391 **Employee appointments may be split between funding sources and duties as long as the aggregate**
392 **appointment meets or exceeds the minimum FTE up to 0.49 FTE as defined in Article 2.**
393

394 **Appointment letters shall include:**

- 395 • **Duration of appointment**
- 396 • **FTE and corresponding hours worked**
- 397 • **Salary**
- 398 • **Evaluation**
- 399 • **Benefits: tuition and fee remission, health insurance, sick leave accrual**
- 400 • **Inclusion in the CGE Bargaining Unit**
- 401 • **If known: Assignment as a Graduate Teaching Assistant or Graduate Research Assistant**

402
403 **Section 3 – Position Description and Work Assignment**

404 If specific duties to be assigned are not known at the time of appointment, the employing unit will notify the
405 Graduate Assistant of those details within fifteen (15) working days prior to the beginning of classes. The
406 Graduate **Employee** Assistant will be provided **with their work assignment and** a copy of the Position
407 Description for the appointment **at least fifteen (15) working days prior to the beginning of classes, unless**
408 **the work opportunity became available less than fifteen days before the beginning of classes.** The
409 Position Description will indicate the general nature of the duties of the position, an approximate distribution of
410 hours expected to be allocated to specific tasks during the employment period, relevant health and safety
411 information, and expected preparation or training.

412
413 **Position Descriptions shall include:**

- 414 • **Assignment as a Graduate Teaching Assistant or Graduate Research Assistant**
- 415 • **The general nature of the duties of the position**
- 416 • **An approximate distribution of hours expected to be allocated to specific tasks during the**
417 **employment period**
- 418 • **Relevant health and safety information**
- 419 • **Expected preparation or training**

420
421 **Work Assignment shall include:**

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

425
426 **Section 34 – Appointment Duration**

427 If, in the judgment of the employer, work assignments can reasonably be expected to continue, Graduate
428 **Employees** Assistants should **who are admitted to the University with an offer of support will** be
429 appointed for an academic or fiscal year rather than term-to-term. **In the exceptional case that an**
430 **appointment is made for a period less than the duration of the academic or fiscal year, the reason will**
431 **be noted on the Graduate Employee's Appointment Letter.**

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

435
436 **Section 5 – Hourly Work**

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

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

442
443 **Section 56 – Job Announcements**

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

446
447
448 **ARTICLE 10 – WORK ASSIGNMENT**

449
450 **Section 1**

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

454 Section 2

456 Departments shall ~~give as much~~ **provide** notice ~~of~~ as possible in providing work assignments, preferably not
457 less than fifteen (15) calendar days prior to the start of classes ~~the term, unless the work opportunity~~
458 **became available less than 15 days prior to the start of the term.** Reasonable preparation time shall be
459 included among the Graduate ~~Employee's Assistant's~~ paid duties.

460 Section 3

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

466 Section 4

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

471 Section 5 – Work Space

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

484 Section 6 – University Closures

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

493 Section 7 – Schedule Changes

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

502
503 **ARTICLE 11 – SALARY**
504

505 **Section 1 – Monthly Salary Rate**

506 The minimum full-time equivalent monthly salary rate for the term of this agreement is **will increase from**
507 **\$3661 to \$3771 effective September 16, 2016** \$3543. The minimum full-time equivalent monthly salary will
508 increase three percent (3%) annually as follows: \$3554 effective September 16, 2014; \$3661 effective
509 September 16, 2015; and, \$3771 effective September 16, 2016. Employing units reserve the right to set their
510 full-time equivalent monthly salary rate at a higher level. The monthly salary is determined by multiplying the
511 full-time equivalent monthly salary rate by the employment fraction as specified in Section 3. The University
512 shall not reduce the monthly salary rate of bargaining unit employees reappointed in a subsequent year within
513 the same employing department. ~~Beginning September 16, 2015, the monthly salary rate for~~ **Each year upon**
514 **reappointment within the same employing unit,** all bargaining unit employees who meet satisfactory
515 academic progress standards, as determined by the Graduate School and the program of academic study,
516 **shall receive a minimum 2% increase to their current salary rate** and who are reappointed within the same
517 employing unit shall increase at a minimum of 2%. ~~Effective September 16, 2015, the 3% increase in the~~
518 ~~minimum full-time equivalent monthly salary rate set forth above includes the required 2% minimum increase~~
519 ~~for employees at the minimum salary rate.~~
520

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

521
522
523 **Section 2 – Employment Period**

524 Appointments can be made based on the nine-month academic year, the twelve month fiscal year or for other
525 periods specified in individual cases. The nine month academic year is divided into three (3) academic quarters
526 as defined by **Oregon State University** ~~the Oregon University System~~, each corresponding to an employment
527 period of three (3) months (thirteen weeks) duration.
528

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

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

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

534 The minimum FTE assignment for a ~~g~~**Graduate e**Employee who has sole responsibility for teaching a lecture
535 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)
536 sections. Sole responsibility is understood to mean sole responsibility for teaching and conducting of a class,
537 serving as the primary contact for students enrolled in the class, and evaluating and grading student work.
538

539 Employment fractions are to be based on expected weekly and overall workload during an academic quarter.
540 Supervisors shall review the employment fraction with their employees at the beginning of the employee's
541 appointment to ensure mutual understanding of the weekly work time commitment. No more than 85% of the
542 employee's maximum work hours for a thirteen-week employment period may be worked during the eleven-
543 week academic term (where an academic term is defined in this section only as ten instructional weeks and
544 one week of finals). Working hours shall not fluctuate more than 50% above the weekly average in any one (1)
545 work week throughout the course of the employment period, unless by mutual agreement between the
546 supervisor and the employee.
547

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

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

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

***Representation of hours are for combined appointment purposes.**

Section 4 – Adjustments to Employment Fraction (FTE)

An employee's employment fraction is an estimate of a proportion of full-time effort within a department or unit for the work assignments involved and shall be as determined by the department or unit. In the event that it is demonstrated that the employee will exceed the assigned work hours, and therefore the employment fraction, the department or unit will make an appropriate retroactive adjustment in salary and either reduce workload accordingly or make an appropriate increase in FTE not to exceed 0.49 FTE. In circumstances where it is determined that the employee is not meeting workload demands, based on performance, Article 15 shall be applied.

Section 5 – Substitute Work

Employment Fraction (FTE)	Regular Hours Worked in the 13-Week Appointment Period	Maximum Substitute Hours Available per Term
<u>0.20-0.24</u>	104	16
<u>0.25-0.29</u>	130	20
<u>0.30-0.34</u>	156	24
<u>0.35-0.39</u>	182	28
<u>0.40-0.43</u>	208	32
<u>0.44</u>		30
0.45	234	25

0.46		19
0.47		14
0.48		9
0.49	255	4

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

ARTICLE 12 – TUITION WAIVER

Section 1 – Tuition Remission

Section 1. ~~GTA/GRAs~~ **Graduate Employees** appointed at a **minimum 0.2 FTE, until September 2017 when the minimum FTE will become 0.3,** and above are exempt from payment of tuition for up to 16 credit hours taken in any quarter to which the appointment applies. The exemption applies to OSU Extended Campus (E-Campus) courses. The current overload tuition will be assessed for such excess hours as set forth in the Oregon University System **Oregon State University** Academic Year Fee Book.

Section 2 – Fee Remission

Section 2. ~~GTA/GRAs~~ **Graduate Employees** appointed at a **minimum 0.2 FTE, until September 2017 when the minimum FTE will become 0.3,** and above will have 90% of mandatory fees, as defined in the Academic Year Fee Book, remitted each term, including sSummer. If the building, bad debt, and contingency fees exceed 10% of all mandatory fees, the University agrees to remit the total amount of all other mandatory fees. The one-time Matriculation Fee and International Student Orientation Fee shall also be remitted. Graduate ~~Assistants~~ **Employees** appointed at a **minimum 0.2 FTE, until September 2017 when the minimum FTE will become 0.3,** and above will have 100% of the E-Campus distance education fee remitted each term, including sSummer.

Section 3 – SEVIS and Visa Fee Remission

Graduate Employees who pay a SEVIS and/or visa fee shall be reimbursed upon request and proof of payment unless that fee has already been paid or reimbursed by another source. The University agrees to reimburse actual expenses up to a maximum of \$360 (totaled over the duration of the employee’s enrollment at OSU) in SEVIS and/or visa expenses, including visa renewal expenses. The Graduate Employee must have received an official Graduate Assistant offer letter at or prior to the time the expense was incurred, and must be a Graduate Employee at the time the reimbursement is requested. The reimbursement may be claimed if the above criteria are met on or before September 2016, but is not retroactive. Instructions on how to obtain reimbursement will be posted on the Office of Human Resources website.

Section 4 – Enrollment Requirement

Section 3. In the administration of the above policy, ~~GTA/GRAs~~ **Graduate Employees** shall be required as a term or condition of employment to enroll for and maintain a minimum of twelve (12) graduate credit hours toward the degree throughout the term. However, the Dean of the Graduate School may approve undergraduate credits in a relevant program of study as meeting the twelve (12) credit minimum. Nothing in this contract will preclude an academic advisor from recommending additional hours as appropriate for the student’s academic program.

Section 5 – Summer Session Enrollment

615 ~~Section 4.~~ Notwithstanding Section ~~4 3~~, during a given **Summer Session** summer term, ~~the Dean of the~~
616 ~~Graduate School may elect to allow graduate assistants~~ **Graduate Employees** to may meet the criteria for
617 tuition **remission** waiver when enrolled for a minimum of ~~nine (9)~~ **three (3)** credit hours toward the degree.
618

619 **Section 6 – Establishment of Tuition**

620 ~~Section 5.~~ Nothing in this Article shall be interpreted to restrict the Oregon University System- **Oregon State**
621 **University** in any manner in the exercise of their statutory duty to establish tuition.
622

623
624 **ARTICLE 13 – SUMMER SESSION TERM**

625 **Section 1**

627 At the discretion of the employing unit, Graduate **Employees** ~~Assistants~~ on academic-year appointments may
628 be offered additional appointments covering all or part of the University's **Summer Session** ~~summer term~~. The
629 number of such appointments and their duration will be determined by the employing unit based on the
630 anticipated workload or enrollment for **Summer Session** ~~summer term~~.
631

632 **Section 2**

633 The salary for **Summer Session** ~~summer term~~ appointments will be determined according to Article 11
634 (Salary), with **Summer Session** ~~summer term~~ treated as another three (3) month (thirteen (13) week)
635 employment period. The salary base for the **Summer Session** ~~summer term~~ will be that of the previous
636 academic year. The actual work duration in **Summer Session** ~~summer term~~ may differ considerably from the
637 employment period; for example, a Graduate Teaching Assistant may be employed to teach a four (4) week
638 **Summer Session** ~~summer term~~ course at thirteen (13) hours per week, corresponding to fifty-two (52) hours
639 total work or 0.10 FTE for the employment period.
640

641
642 **ARTICLE 14 – LAYOFF**

643 **Section 1**

645 Layoff is defined as a separation from University employment during the period of an employee's appointment
646 due to a reduction in force or a reduction in a department and shall not reflect discredit on the employee.
647

648 **Section 2**

649 Order of layoff will be based on reasonable criteria. Layoff shall be implemented by providing employees with
650 as much written notice of separation as possible, but no less than fifteen (15) days before the effective date
651 stating the reasons for layoff.
652

653 **Section 3**

654 If layoff occurs after the first day of compensable employment in any employment period, an affected employee
655 shall continue to be exempt from payment of tuition per Article 12 for the remainder of **their** ~~his/her~~
656 appointment, not to exceed the end of the current academic year.
657

658 **Section 4**

659 A Graduate **Employee** ~~Assistant~~ whose position is restored after a layoff but before the conclusion of **their**
660 ~~his/her~~ appointment will be reappointed to that position.
661

662
663 **ARTICLE 15 – EVALUATION**

664
665 **Section 1**

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

672 **Section 2**

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

677 **Section 3**

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

683 **Section 4**

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

688 **Section 5**

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

692 **ARTICLE 16 – PERSONNEL FILES**

693 **Section 1**

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

697 **Section 2**

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

704 **Section 3**

705 No evaluative or disciplinary material reflecting unfavorably upon an employee shall be placed in the personnel
706 file without the signature of the employee. The employee shall be required to sign such documents and may
707 request the following disclaimer: "Employee's signature confirms only that the supervisor has discussed and
708

717 given a copy to the employee and does not indicate agreement or disagreement.” In the event that an
718 employee refuses to sign such document, the supervisor will note the employee’s refusal on the document and
719 process the document as if it had been signed. An employee has the right to submit a written rebuttal to be
720 placed in the file.

721
722 **Section 4**

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

725
726 **Section 5**

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

729
730 **Section 6**

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

735
736
737 **ARTICLE 17 – DISCIPLINE AND DISCHARGE**

738
739 **Section 1**

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

744
745 **Section 2**

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

751
752 **Section 3**

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

759
760 **Section 4**

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

763
764 **Section 5**

765 Upon written request from the employee, warnings and disciplinary notices shall be removed from **their** ~~his/her~~
766 file after two (2) years. Disciplinary notices may be removed sooner if, in the judgment of the head of the
767 administrative unit in which the employee works, or the Assistant Vice President of Human Resources, **or their**

768 **designee**, if the **Graduate Employee** ~~graduate assistant~~ is appointed to a different department, the
769 employee's performance and conduct warrants such removal. In the event that the head of the administrative
770 unit is the employee's supervisor, the employee may forward the request to the Assistant Vice President of
771 Human Resources, or their designee.

772 **Section 6**

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

779 **Section 7**

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

784 **ARTICLE 18 – GRIEVANCE PROCEDURES**

785 **Section 1**

- 789 (a) Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the
790 terms or conditions of this Agreement.
- 791 (b) All grievances shall be processed in accordance with this Article which shall be the sole and exclusive
792 method of resolving grievances. Grievances may be filed with union representation or, consistent with
793 statute, employees may present grievances to the employer and have such grievances adjusted without
794 union intervention, provided: 1) The adjustment is not inconsistent with the terms of this Agreement; and 2)
795 The Union has been given an opportunity to be present at meetings which may result in adjustment to the
796 grievance.
- 797 (c) Grievances shall be filed within thirty (30) calendar days of the date the grievant or Union knew or should
798 have known of the facts giving rise to the alleged grievance. In the event that the deadline for filing a
799 grievance, submitting a grievance response, or appealing a grievance response falls on a Saturday,
800 Sunday, or University holiday, such action will be considered timely if it is taken by 5:00 p.m. on the
801 following business day (Monday – Friday).
- 802 (d) Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated, a clear
803 explanation of the alleged violation, a statement that it is a grievance being filed under Article 18, the
804 remedy sought and to whom the response should be directed. Once filed, neither the grievant nor union
805 shall expand upon the original written grievance.
- 806 (e) Time limits specified in this Article shall be strictly observed, unless the parties mutually agree to extend
807 them. If agreed to, extensions of time limits shall be stipulated in writing.
- 808 (f) "Filed" for purposes of all grievances shall mean postmarked (dated by meter or U.S. Post Office), or the
809 actual date of receipt. Grievances received after close of regular business hours shall be considered
810 received on the following business day.
- 811 (g) If at any step of the grievance procedure the University fails to issue a response within the times specified,
812 the grievance shall be considered denied. The grievant or Union may file the grievance at the next step.
- 813 (h) If the Union or grievant fails to file the grievance at the subsequent step within the time specified, the
814 grievance will be considered withdrawn and cannot be resubmitted.
- 815 (i) Grievances involving multiple employees from multiple departments shall be filed initially at Step 2.
- 816 (j) At the request of either party, a meeting between the Union and the University's representative will take
817 place at any step of the grievance procedure. If a meeting is held at the request of the Grievant and/or the
818 Union, any time limit for the Employer's response set forth below shall begin with the date of the meeting.

819 **Section 2**

821 The parties acknowledge the benefit of resolving grievances at the lowest possible step. Prior to filing a
822 grievance under this Article, employees are encouraged to address issues informally with their supervisor or
823 other University representative with authority to resolve the specific issue. Use of this informal process will not
824 alter timelines required to file a formal grievance.
825

826 Step 1: Should a grievance not be resolved informally, or should a grievant decide not to use an informal
827 process, a formal grievance shall be filed with head of the administrative unit in which the employee
828 works (Chair, Director, Dean, Superintendent). The head of the administrative unit shall respond in
829 writing within thirty (30) calendar days. Should the head of the administrative unit also be the
830 Grievant's academic advisor, the grievance shall be filed at Step 2. The parties agree that all Step 1
831 grievance settlements shall not violate this agreement as non-precedential and shall not be cited by
832 either party or their agents or members in any arbitration or fact-finding proceedings now or in the
833 future. Step 1 grievance settlements shall be reduced to writing and signed by the Grievant and the
834 head of the Administrative Unit. Actions taken pursuant to Step 1 settlement agreements shall not be
835 deemed to establish or change practices under the Collective Bargaining agreement.
836

837 Step 2: Should a grievance not be resolved at Step 1, the employee or Union may file the grievance with the
838 University President or their his/her designee within thirty (30) calendar days from receipt of the Step
839 1 response or if a response was not received within thirty (30) days from when the response was due.
840 The University President or their his/her designee shall respond in writing within thirty (30) calendar
841 days.
842

843 Step 3: Should the grievance not be resolved at Step 2, the employee or Union may file the grievance with the
844 USSE's Director of Labor Relations or their designee ~~OUS Office of General Counsel~~ within thirty
845 (30) calendar days from the date on which the employee or Union receives the Step 2 response or if
846 no response was received within thirty (30) days from the date the response was due. Grievances filed
847 with the USSE's Director of Labor Relations or their designee ~~OUS Office of General Counsel~~ shall
848 be responded to within fifteen (15) calendar days. Should a grievance not be resolved at Step 3, the
849 Union may request arbitration.
850

851 Section 3

852 To advance a grievance to arbitration:

- 853 (a) The Union must notify the University of its decision to arbitrate within twenty-one (21) calendar days of
854 receipt of the Step 3 response or if no response was received within twenty-one (21) days from when the
855 response was due.
- 856 (b) Within fifteen (15) calendar days from the Union's notification of intent to arbitrate, the Union will notify the
857 Federal Mediation and Conciliation Service (FMCS) of the dispute and request a list of arbitrators that shall
858 be specifically limited to Oregon, Washington, and Idaho arbitrators. The parties shall attempt to reach
859 agreement on a permanent panel of arbitrators and a process for using such arbitrators. In the absence of
860 agreement on such a panel and process, the current selection process will be retained and the Union will
861 request a list of five (5) arbitrators from the Employment Relations Board. The parties will then alternately
862 strike names, one at a time. The party striking the first name will be determined by the flip of a coin. The
863 last remaining name shall be the arbitrator selected to hear the current grievance.
- 864 (c) The arbitrator shall have authority to hear and rule on issues which arise over arbitrability. Such issues if
865 raised must be heard prior to hearing the merits of the grievance advanced to arbitration. The parties may
866 mutually agree to allow the arbitrator to take procedural issues under advisement and to proceed with the
867 hearing on the merits. If the arbitrator rules the grievance is non-arbitrable, they he/she shall not issue a
868 ruling on the merits.
- 869 (d) If either party request that post-hearing briefs be filed, the arbitrator shall set the date for submission of
870 those briefs.
- 871 (e) The parties agree that the decision and award of the arbitrator shall be final and binding. The arbitrator
872 shall have no authority to rule contrary to or change any of the terms of this Agreement.
- 873 (f) The arbitrator shall have no authority to hear or decide any grievance relating to an academic decision or
874 judgment concerning the employee as a student. The arbitrator shall have no authority to reinstate an

875 employee who is no longer a student or otherwise does not meet the criteria to be a Graduate Assistant
876 **Employee**.

877 (g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration.
878

879 **Section 4**

880 This article does not apply to issues of: academic standing, academic standards, policies, and procedures or
881 their implementation or application; or academic degree, program, and course offerings and requirements.
882 Such grievances are covered by the Graduate School Academic Grievance Policy.
883

884 **ARTICLE 19 – CONSULTATION**

885 **Section 1**

886 The Union and the Assistant Vice President of Human Resources or **their** his/her designee agree to meet at
887 the request of either party to discuss matters pertinent in the implementation or administration of this
888 Agreement or other mutually agreeable matters. The meetings will be held as soon as practicable after receipt
889 of a written request for such a meeting. The request for such meetings shall contain a recommended agenda
890 of items to be discussed. Each party may have up to three (3) representatives at such meetings. Additional
891 representatives may be allowed upon mutual agreement of the parties. Matters related to grievance(s) or
892 arbitration shall be handled pursuant to Article 18.
893

894 **Section 2**

895 The parties agree that such meetings shall not constitute or be used for the purpose of negotiations.
896

897 **Section 3**

898 Any resolution or agreements made as a result of these meetings shall be reduced to writing and signed by the
899 parties.
900

901 **ARTICLE 20 – ELECTION DAYS**

902 International Graduate **Employees** ~~Assistants~~ who wish and/or are required to vote in their national elections
903 and can only do so at the consular agency, must provide the employing department with both reasonable
904 advance notice and documentation. The employing department will arrange the work to allow the Graduate
905 **Employee** ~~Assistant~~ adequate travel time to the nearest consular agency where the Graduate **Employee**
906 ~~Assistant~~ may vote.
907

908 **ARTICLE 21 – JURY DUTY**

909 When jury duty service interferes with the work assignment of an employee, the employee shall be entitled to
910 leave with pay for such time. The employee shall immediately notify **their** his/her supervisor upon being
911 summoned as a juror. To the extent possible, the employee shall attempt to schedule jury duty around work
912 assignments. The employee may keep any money paid by the court for such service. The University reserves
913 the right to petition for removal of the employee from jury duty if, in the University's judgment, the operating
914 requirements of the University would be hampered. Upon dismissal from jury service, the employee shall
915 immediately return to **their** his/her normal duties.
916

917 **ARTICLE 22 – PARKING**

918 **Section 1**

927 ~~The University agrees to sell parking permits to graduate assistants following faculty/staff parking permits, but~~
928 ~~preceding student permits.~~

930 **Section 1**

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

935
936 **Section 2 3**

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

941
942 **ARTICLE 23 – EXPENSES**

943
944 **Section 1 – Travel and Mileage**

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

949
950 **Section 2 – Immunizations**

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

953
954
955 **ARTICLE 24 – NONDISCRIMINATION**

956
957 **Section 1**

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

961
962 **Section 2**

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

965
966 **Section 3**

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

970
971
972 **ARTICLE 25 – HEALTH AND SAFETY**

973
974 **Section 1**

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

978
979 (a) Training: The supervisor department shall see that Graduate Assistants Employees are properly
980 instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice
981 which they are authorized to use or apply during the course and scope of their employment and in the
982 proper handling of dangerous or toxic substances. This training will be provided to the employee without
983 loss of pay.

984
985 (b) **Field Training: If the Graduate Employee's work assignment includes off-campus field work, the**
986 **supervisor shall see that the Graduate Employee is properly trained not only in the safe operation**
987 **of all equipment, but also in appropriate field safety, including sexual harassment training, first-aid**
988 **and emergency contact protocols.**

989
990 (c) Equipment: It is the responsibility of the University to provide, at no cost to the Graduate Assistants
991 Employee, all necessary personal protective equipment (PPE) which is required for the safe and healthy
992 execution of their duties, including work in the field, as well as training in the proper use of any issued
993 PPE. **For Graduate Employees participating in field work, this may include emergency contact**
994 **equipment appropriate to the work that is being performed.**

995
996 (d) If, after reporting to the supervisor that a specific substance, task, or assignment may jeopardize personal
997 health or safety, correction is not made, that employee may refuse to perform such activity without penalty
998 until the appropriate health or safety office has reviewed the situation and made a finding. The University
999 shall notify the Union of each determination that is made.

000
001 **Section 2**

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

004
005
006 **ARTICLE 26 – WORK-RELATED INJURIES OR ILLNESS**

007
008 **Section 1**

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

015
016 **Section 2**

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

021
022 **Section 3**

023 An employee who is unable to work due to an on-the-job injury or work-related disease or illness, shall be
024 accorded all rights of applicable statutes and regulations. Upon the treating physician's certification that the
025 employee is able to return to their his/her job, the employee shall be returned in accordance with all applicable
026 statutes and regulations.

027
028
029 **ARTICLE 27 – STATUTORY COMPLIANCE**

030
031 The employer agrees to comply with provisions of relevant statutes governing Unemployment Insurance,
032 Social Security, Workers' Compensation, the federal Family Medical Leave Act (FMLA), Medicare, and the
033 Oregon Family Leave Act (OFLA). To the extent that these statutes provide the employer with discretion in
034 their interpretation and application, the employer reserves such discretion and the Union reserves the right to
035 grieve the interpretation.
036

037 **ARTICLE 28 – INSURANCE**

038 The University agrees to continue providing access to health insurance for ~~graduate assistant~~ **Graduate**
039 **Employees** as defined in this Article.
040

041 **Section 1 – Mandatory Enrollment**

042 The parties agree that enrollment in a health insurance plan is required by the University as a condition of
043 appointment. The University will require **enroll** all ~~graduate assistants~~ **Graduate Employees** with an
044 appointment of 0.2 FTE or greater, **and 0.3 FTE or greater after September 2017**, ~~to enroll~~ in the University
045 health insurance plan ~~by completing a health insurance enrollment form~~ prior to the start of the ~~graduate~~
046 ~~assistant's~~ **Graduate Employee's** appointment **or reappointment during either the academic year or**
047 **Summer Session. Graduate Employees are required as a condition of employment to be enrolled in the**
048 **University health insurance plan unless they submit a waiver request and receive approval as outlined**
049 **in Section 2 of this article.** All forms must be submitted to University Student Health Services in order to meet
050 this requirement. The enrollment or waiver form must be submitted to Student Health Services within the first
051 thirty (30) days of the start of the appointment.
052

053 **A Graduate Employee may choose to enroll their partner, children, or family in the University health**
054 **insurance plan. The enrollment form must be submitted to Student Health Services within the first**
055 **thirty (30) days of the start of the appointment. Unless there is a break in the Graduate Employee's**
056 **health insurance coverage, all previously enrolled dependents will be automatically enrolled in the**
057 **subsequent term for which the Graduate Employee is eligible for health insurance, including Summer**
058 **Session. If a family member should not be re-enrolled, the Graduate Employee must submit a new**
059 **enrollment form to Student Health Services within the first thirty (30) days of the start of the**
060 **appointment, or before May 1st for Summer Session.**
061

062 **Section 2 – Waiver of Enrollment**

063 A ~~graduate assistant~~ **Graduate Employee** may waive enrollment in the University health insurance plan by
064 providing proof of enrollment in another plan that is deemed to be acceptable **comparable** by Student Health
065 Services. The **A** comparable health insurance plan includes medical, vision, and dental. If the **an otherwise**
066 comparable plan does not include dental, the ~~graduate assistant~~ **Graduate Employee** must obtain
067 **comparable** dental coverage to be considered a comparable plan at the ~~graduate assistant~~ **Graduate**
068 **Employee's** cost. A ~~graduate assistant~~ **Graduate Employee** must submit a completed waiver of health
069 insurance form, insurance ID **identification** card and summary of benefits to Student Health Services prior to
070 the start of his/her **their** appointment.
071

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

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

077 **Section 3 – Premiums and Contributions**

078 (a) **Through September 15, 2016**, ~~the~~ University shall contribute 85% of the cost of the '~~graduate assistant~~
079 **Graduate Employee** only' premium and half the administrative fees for each month in which the ~~graduate~~
080

083 assistant **Graduate Employee** has an appointment of 0.2 FTE or greater **qualifies**.

084
085 **Effective September 16, 2016 through September 15, 2017, the University shall contribute 87% of**
086 **the cost of the ‘Graduate Employee only’ insurance premium and half the administrative fees for**
087 **each month in which the Graduate Employee qualifies.**

088
089 **Effective September 16, 2017 through September 15, 2018, the University shall contribute 88% of**
090 **the cost of the ‘Graduate Employee only’ insurance premium and half the administrative fees for**
091 **each month in which the Graduate Employee qualifies.**

092
093 **Effective September 16, 2018 through September 15, 2019, the University shall contribute 89% of**
094 **the cost of the ‘Graduate Employee only’ insurance premium and half the administrative fees for**
095 **each month in which the Graduate Employee qualifies.**

096
097 **Effective September 16, 2019, the University shall contribute 90% of the cost of the ‘Graduate**
098 **Employee only’ insurance premium and half the administrative fees for each month in which the**
099 **Graduate Employee qualifies.**

- 100
101 (b) The University shall contribute ~~85% to~~ 85% to of the cost of the enrolled graduate assistant’s **Graduate**
102 **Employee’s** partner or child or family premium **at the same rates mentioned in Section 3(a) of this**
103 **Article** for each month in which the graduate assistant **Graduate Employee qualifies** has an appointment
104 of 0.2 FTE or greater.
- 105 (c) The University shall continue to contribute ~~85% of~~ to the cost of the ‘graduate assistant **Graduate**
106 **Employee** only’ premium **and administrative fees at the same rate as the previous term** and half the
107 administrative fees for each month in which the graduate assistant **Graduate Employee** is on approved
108 medical leave, up to three months for an approved continuous medical leave of absence. ~~This provision is~~
109 ~~subject to the development of a medical leave policy.~~
- 110 (d) **The University shall continue to contribute to the cost of the enrolled Graduate Employee’s partner**
111 **or child or family premium at the same rate as the previous term for each month in which the**
112 **Graduate Employee is on approved medical leave, up to twelve (12) weeks for an approved**
113 **continuous medical leave of absence.**
- 114 (e) The graduate assistant **Graduate Employee’s** portion of the premium is due and payable at the first of
115 each month during the graduate assistant’s **Graduate Employee’s** employment period.
- 116 (f) ~~Graduate assistants~~ **Graduate Employees** who waive coverage under the University health plan are not
117 eligible to receive the University’s contribution.

118 **Section 4 – Summer Session Coverage**

119
120 Graduate Assistants with Summer Session appointments must follow the requirements in Section 1 of this
121 Article and do not need to submit a separate enrollment form for summer health insurance coverage. The
122 remainder of this Section applies to Graduate Assistants without a Summer Session appointment, for whom
123 summer health insurance coverage is voluntary.

- 124
125 (a) To be eligible for summer coverage, a graduate assistant **Graduate Employee** must have a ~~f~~Fall, ~~w~~Winter,
126 or ~~s~~Spring ~~t~~Term appointment in the current academic year and be enrolled in the Graduate School **for**
127 **either the Summer Session** or the following ~~f~~Fall ~~t~~Term.
- 128 (b) The University shall contribute ~~85% of~~ to the **cost of Summer Session** ‘graduate assistant **Graduate**
129 **Employee** only’ **health insurance coverage at the same rates mentioned in Section 3(a) of this**
130 **Article**, premium and half of the administrative fees for summer session coverage.
- 131 (c) The University shall contribute ~~85% of~~ to the **cost** of the graduate assistant’s **Graduate Employee’s**
132 partner or child or family premium for summer session coverage **at the same rates mentioned in Section**
133 **3(a) of this Article.**
- 134 (d) **Beginning Summer 2017, Graduate Employees enrolled on the University health insurance plan and**
135 **employed any term during the previous academic year will be automatically enrolled in Summer**

Session health insurance unless they file to graduate in the Spring Term or submit a Summer Session insurance opt-out form before May 1st.

- (e) The Graduate Employee's health insurance coverage level for Summer Session will match the coverage level during their last prior appointment period, either 'Graduate Employee only', family, partner, or child, unless they make these changes by May 1st or have a qualifying life event that allows for dependent enrollment changes to be made.
- (f) One-ninth of the total Summer Session health insurance for the appropriate level of coverage will be deducted from each of the Graduate Employee's monthly paychecks during the academic year, beginning in October.
- (g) Graduate Employees who wish to opt out of summer coverage must submit an opt out form by May 1st. For all Graduate Employees who opt out of summer coverage or graduate, the employee contribution for summer coverage that was previously deducted will be refunded in the June payroll.
- (h) The University will be held harmless if the Graduate Employee fails to opt-out or fails to change their dependent enrollment information before the deadline.
- ~~(i) Graduate assistants employed fall or winter term, but not employed in spring term, must submit to University Student Health Services a request for coverage enrollment form by November 16 or February 16, respectively. Premiums for all three summer months will be deducted from the November or February paycheck, respectively.~~
- ~~(j) Graduate Assistants employed in the spring term have two options for summer health insurance premium deduction:
 - i. Premiums for all three summer months may be deducted from the May paycheck. This option requires that the graduate assistant submit to University Student Health Services a request for coverage enrollment form by May 16.
 - ii. Summer premium deductions may be spread out over the April, May and June paychecks, creating a double deduction in each month...~~

Section 5 – Failure to Comply

~~If a graduate assistant fails to comply with Section 1 or Section 2 of this Article within thirty (30) days of his/her appointment begin date, the University may revoke the graduate assistant's appointment due to failure to comply with the terms and conditions of the appointment. Depending on date of receipt of enrollment forms, the graduate assistant's paycheck may be subject to multiple deductions. Reinstatement of the appointment may occur if the graduate assistant petitions the Office of Human Resources within fifteen (15) days of receipt of notification. Any such action taken to revoke an appointment due to failure to comply with mandatory health insurance enrollment will be done in conjunction with the Graduate School. The graduate assistant will be responsible for payment of premium amounts retroactive to the beginning of his/her appointment should he/she fail to comply with Section 1 and Section 2 of this Article and subsequently become enrolled in the health insurance plan.~~

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

Section 6 – Plan Administration

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

- 189 (b) The University agrees to include three (3) CGE representatives in ~~graduate assistant~~ **Graduate Employee**
 190 health insurance plan review meetings at least once per year. CGE's participation will be limited to
 191 reviewing plan data and aggregated claims data. CGE may provide suggestions regarding plan operation
 192 and possible revision/enhancement.
- 193 (c) The University will contract with a health insurance consultant to assist with administration of the University
 194 health insurance plan. The University will pay all costs for the contracted consultant.
- 195 (d) The CGE agrees that its right to bargain future benefit contribution rates pertains only to bargaining unit
 196 members.

197
 198 **Section 7 – Notice of Rate Increase**

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

202
 203
 204 **ARTICLE 29 – RESTROOMS**

205
 206 The University agrees to provide employees with reasonable access to gender neutral restroom facilities. All
 207 newly constructed or renovated buildings will include at least one gender neutral restroom facility.

208
 209 **ARTICLE 30 – SICK LEAVE**

210
 211 **Section 1 – Sick Leave with Pay**

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

- 215 (a) **Eligibility for Sick Leave with Pay.** Graduate Employees shall be eligible for sick leave with pay
 216 immediately upon accrual.
- 217 (b) **Availability for Sick Leave with Pay.** Sick Leave accruals will be available at the beginning of each
 218 academic term that the Graduate Employee receives an appointment. Accrual balances may be viewed by
 219 the Graduate Employee in the on-line time and attendance system and at mytime.oregonstate.edu.
- 220 (c) **Determination of Service for Sick Leave with Pay.** Time worked and sick leave with pay shall be
 221 included in determining the pro rata accrual of sick leave hours provided.
- 222 (d) **Accrual Rate of Sick Leave.** Graduate Employees shall accrue sick leave at the following rate:

223

Employment Fraction (FTE)	Regular Hours Worked in the 13-Week Appointment Period	Sick Leave Accrual (Hours)
.20	104	4
.21 -.25	130	5
.26 -.30	156	6
.31 -.35	182	7
.36 -.40	208	8
.41 -.45	234	9
.46 -.49	255	10

- 224
 225
 226 (e) **Compensation Rate of Sick Leave Accrual.** When a Graduate Employee uses sick leave accruals, they
 227 will be compensated at their current rate of pay.
- 228 (f) **Carry Over, Reappointment, and Restoration of Sick Leave Accruals.** Up to eighty (80) hours of
 229 unused sick leave will be carried into the next Graduate Employee appointment period when the next
 230 appointment occurs within five (5) years of the end of the original appointment.
- 231 (g) **Limitations on Sick Leave with Pay.** Maximum accrual is forty (40) hours in a fiscal year.

232
233 **Section 2 – Utilization of Sick Leave with Pay**

- 234 (a) **Conditions of Use.** Sick leave may be taken by a Graduate Employee when they or their family member
235 experiences a mental or physical illness, injury or health condition, need for a medical diagnosis, care or
236 treatment of mental or physical illness, injury or health condition or need for preventative care. Sick leave
237 may be taken within 12 months of the birth or adoption of a child. Sick leave may also be taken as
238 bereavement within 60 days of a death of an immediate family member. Sick leave may be taken in the
239 event that a lawful public health authority declares an emergency relating to the Graduate Employee’s
240 employment, their self-care, or the care of a family member. Sick leave may be taken in the event that the
241 Graduate Employee seeks legal services, law enforcement services, or medical treatment relating to
242 domestic violence, harassment, sexual assault or stalking for themselves or a minor child. In these cases,
243 victim services and home relocations may also be covered by sick leave. The Office of Equity and
244 Inclusion, <http://oregonstate.edu/oei/>, provides support to those experiencing these circumstances.
- 245 (b) **Definition of Family Member.** “Family member” means the spouse or domestic partner of an employee,
246 the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the
247 employee, the sibling of the employee, a parent-in-law of the employee, or a person with whom the
248 employee was or is in a relationship with in the place of a parent.
- 249
- 250 (c) **Requests and Recording of Sick Leave Accrual Use.** The University must provide a Graduate
251 Employee their accrued paid sick leave upon request. The ~~g~~Graduate ~~Employee assistant~~ must make a
252 reasonable effort to use accrued sick leave in a manner which does not unduly disrupt the operation of the
253 University. In the event that the use of leave is foreseeable, requests should be made ten (10) days in
254 advance of the date of the expected leave and state the expected duration of the leave. In the event that
255 the leave is not foreseeable, the ~~g~~Graduate ~~Employee assistant~~ must follow the notice requirements set
256 forth by the supervisor and provide an estimated amount of time that leave is expected. Requests will be
257 made in accordance with the expectations of the supervisor, and leave will be recorded in advance in
258 cases of foreseeable leave, or immediately upon the return from leave in cases of unforeseeable leave.
259 Leave will be recorded in the University’s on-line time and attendance system in hourly increments.
- 260
- 261 (d) **Consecutive Hours of Sick Leave Use.** The University may require the Graduate Employee to provide
262 verification from a health care provider of the need for the sick leave if the employee takes more than
263 twenty-four (24) consecutive hours, based upon a 1.0 FTE, of paid sick leave. The University shall pay any
264 reasonable cost required for providing medical verification certification.

265
266 **Section 3 – Coverage for Sick Leave Use**

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

- 269 (a) **Limitations to Require a Replacement.** The University may not require the Graduate Employee to
270 search for or find a replacement Graduate Employee when utilizing accrued sick leave or work an
271 alternative shift or schedule to make up for the use of the sick time.
- 272
- 273 (b) **Flexible Schedules.** With mutual consent between the Graduate Employee and supervisor, the Graduate
274 Employee may “flex” their schedule by working additional hours or shifts in place of using sick leave
275 accruals.

276
277 **Section 4 – Application of Sick Leave to Other Leaves**

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

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

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Section 5 – Leave Donation

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

Section 6 – Nondiscrimination

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

310 **LETTER OF AGREEMENT---MEDICAL AND FAMILY LEAVE**

311
312 This agreement is between Oregon State University and the Coalition of Graduate Employees.

313 The administration agrees that the current Medical and Family Leave policy which pertains to gGraduate
314 eEmployees will not be substantially changed without consultation with CGE. Additionally, CGE may provide
315 input regarding the policy, including recommending modifications for consideration by the policy-makers.
316

317 All gGraduate eEmployees seeking Medical and Family Leave will be informed that they may request a CGE
318 advocate to help them through the process at any point. CGE will develop a literature piece for this purpose
319 and provide it to Human Resources by Sept. 15, 2014. Human rResources will also provide this information to
320 any gGraduate eEmployee currently on Medical and Family Leave.
321
322
323

324 LETTER OF AGREEMENT ON ARTICLE 9: APPOINTMENTS

325
326 The University will provide assistance and oversight to help units execute the agreements in Article 9
327 relating to length of appointments and notice of appointments for Graduate Employees. The University
328 will work with academic colleges to establish consistent practices for appointment that includes:

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

352
353 The University will provide standard language and appointment templates to units to assist in meeting
354 the requirements for timely notice of appointment and work assignment.

355
356 The University agrees to audit appointments during each term of the 2016-17 and 2017-18 academic
357 years to document use of single-term appointments, graduate hourly student-worker appointments,
358 and any variances from the agreements on timely notice. The University will prepare a report of each
359 audit and will send it to the Union. The Union may make a formal request for additional information
360 from the University. If a unit has recurring issues with meeting timely notice or the unapproved use of
361 single term appointments, the University will work with the Provost and Dean of the employing
362 department to ensure that a plan is in place to meet expectations for subsequent Graduate Employee
363 appointments.

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

365
366 Recitals

367 ~~(a) Both The parties agree that Graduate Teaching Assistants (GTA) and Graduate Research Assistants~~
368 ~~(GRA) shall be given as much notice time as possible in providing letters of appointment, including an~~
369 ~~approximation of mandatory fees based on the previous year's assessment. The University will strive to~~
370 ~~provide notice no later than thirty (30) days prior to the start of employment and will strive to notify the~~
371 ~~Graduate Assistant of specific duties to be assigned not less than fifteen (15) days prior to the start of~~
372 ~~employment. Within the appointment letter will be included duration, FTE, corresponding average hours~~
373 ~~per term, salary evaluation, tuition waiver, benefits, and bargaining unit status.~~

374 ~~(b) The University agrees to audit term to term 2013 - 2014 appointments to determine the number of Graduate~~
375 ~~Assistants that did not receive the agreed upon notice. Because the number of Graduate Assistants that~~
376 ~~may not have received notice of appointment is unknown, the fiscal impact of adding additional letters such~~
377 ~~as continuation or non-continuation letters is also not known and must be determined.~~

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Agreement

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

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

387 **LETTER OF AGREEMENT—CHILD CARE Task Force Positions**
388

389 **The University has an interest in addressing the child care needs of the OSU community and agrees on**
390 **the importance of continuing to explore options and opportunities to increase access and affordability.**
391

392 **The University recognizes that Graduate Employees are both employees and students and will**
393 **acknowledge this while developing and implementing child care solutions for all students and**
394 **employees.**
395

396 **The University will update CGE on discussion and strategies on child care at the monthly labor-**
397 **management meetings.**
398

399 **This LOA will expire at the end of Spring Term 2018, unless mutually agreed upon by CGE and Oregon**
400 **State University.**
401

402 ~~CGE shall select two representatives to serve on the Oregon State University Child Care Task Force. CGE will~~
403 ~~provide the names of these representatives to the University no later than September 15, 2014.~~
404

405 **LETTER OF AGREEMENT—GENDER NEUTRAL RESTROOMS**

406
407 The University agrees to mark all existing Restroom General (BXX1) and Restroom Unisex (BXX2) facilities as
408 family friendly and gender neutral, or solely gender neutral.

409
410 The University further agrees to mark the following restrooms as family friendly and gender neutral, or solely
411 gender neutral:

- 412
413 Agricultural & Life Sciences Building 3086
414 Agricultural & Life Sciences Building 3086B
415 Kidder 208
416 Crop Sciences Building 208

LETTER OF AGREEMENT: LABOR MANAGEMENT MEETINGS

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

Standing meeting agenda items may include, but will not be limited to, health and safety, FTE adjustment, assignment of work, work space, notice of appointment, and appointment duration. The

University agrees to resolve matters of concern timely with follow up during the subsequent monthly meeting.

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

LETTER OF AGREEMENT: ARTICLE 12 TUITION AND FEES

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

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

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

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

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

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

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

Letter of Agreement—Article 28 Insurance

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

Tentative Agreement

Dixie Daniels, CGE VP for Bargaining and Grievances Date

Viki Dimick Jackson, OSU Employee and Labor Relations Manager Date