

Collective Bargaining Agreement

between



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

and

Oregon State University

~~July 1, 2020~~ **September 16, 2024** – ~~June 30, 2024~~ **December 31, 2027**

Table of Contents

1. Parties to the Agreement
2. Recognition
3. Term of Agreement
4. Complete Agreement
5. Separability
6. No Strike or Lockouts
7. University Rights
8. Union Rights
9. Appointments
10. Work Assignment
11. Salary
12. Tuition Waiver
13. Summer Session
14. Layoff
15. Evaluation
16. Personnel files
17. Discipline and Discharge
18. Grievance Procedures
19. ~~Consultation~~/Labor Management Meetings
20. Election Days
21. Jury Duty
22. Transportation
23. Expenses
24. ~~Non-Discrimination~~ **Nondiscrimination** and Anti-Bullying
25. Health and Safety
26. Work-Related Injuries or Illness
27. Statutory Compliance
28. Insurance
29. Restrooms and Locker Rooms
30. Sick Leave
31. ~~Family Leave and~~ **Protected Leave** Policies

~~LOA: Committee on Supervisor Training~~

LOA: Hardship Fund

LOA: Housing

LOA: Implementation of Collective Bargaining Agreement

ARTICLE 1 – PARTIES TO THE AGREEMENT

This Collective Bargaining Agreement is entered into between Oregon State University (hereinafter called the University) and the Coalition of Graduate Employees, American Federation of Teachers Local 6069, ~~AFL-CIO~~ **AFL-CIO** (hereinafter called the Union **or CGE**).

ARTICLE 2 – RECOGNITION

Section 1

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

Section 2

As certified by the Employment Relations Board, the bargaining unit includes all graduate students ~~with Graduate Teaching Assistant (GTA) or Graduate Research Assistant (GRA) appointments, including a combination of GRA and GTA appointments, employed by Oregon State University in a given academic year with a minimum 0.3 FTE appointment(s), until September 2021, when the minimum FTE will become 0.35, and then in September 2022, when the minimum FTE will become 0.38,~~ employed by the University as a Graduate Assistant, [e.g. Graduate Teaching Assistant (GTA), Graduate Research Assistant (GRA) (including a combination of GRA and GTA appointments)], at or above the minimum FTE as defined in this agreement, excluding (a) supervisory employees; (b) confidential employees; and (c) managerial employees. The University shall not create combined salaried appointments of less than ~~0.3 FTE, and less than 0.35 FTE after September 2021, and less than .38 FTE after September 2022~~ the minimum FTE as defined in this agreement. Employees included in the bargaining unit, as defined here, are hereinafter referred to as Graduate Employees in this agreement.

Section 3

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

Section 4

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

Section 5

If the University creates a new University-wide classification for Graduate Employees, other than Graduate Teaching Assistants and Graduate Research Assistants, the University will notify the Union at least thirty (30) days before the new classification takes effect.

ARTICLE 3 – TERM OF AGREEMENT

Section 1

This agreement shall become effective ~~upon ratification by the parties~~ **September 16, 2024** and expires on ~~June 30, 2024~~ **December 31, 2027**.

Section 2

For the purpose of negotiating a successor Agreement, ~~Either~~ party may give written notice during the period of ~~August 1-30, 2023~~ **March 1-31, 2027** of its desire to negotiate a successor agreement. In the event that either party provides written notice of its intent to negotiate a successor Agreement, the parties will arrange to meet within thirty (30) calendar days to discuss ground rules for the successor negotiations including the schedule for the exchange of proposals and the formal commencement of negotiations.

Section 3

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

Section 4

~~Notwithstanding the provisions of Sections 1, 2 and 3 of this Article, either Party may elect to reopen this Agreement for the limited purpose of negotiating up to four articles selected by each Party. To invoke this reopener, a Party shall notify the other Party, in writing, during the period of December 1-31, 2021. Upon such written notice being provided, the Parties will meet within thirty (30) days to discuss ground rules for the reopened negotiations.~~

ARTICLE 4 – COMPLETE AGREEMENT

Section 1

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

Section 2

(a) The parties recognize the University’s full right to direct the work force and to issue rules, policies, procedures and practices. Subject to the bargaining requirements of ORS 243.698, the University may change or issue rules, policies, procedures and practices, provided they do not conflict with specific provisions of this Agreement. The University will notify the Union at least thirty (30) days before the effective date of any changes over which it has a duty to bargain under ORS 243.698.

(b) If the Union believes a proposed change is subject to the ORS 243.698 bargaining obligation, it may file a demand to bargain within fourteen (14) calendar days of notification of the proposed change.

(c) If the University refuses to bargain, the Union may file an unfair labor practice complaint with the Employment Relations Board (ERB) under ORS 243.672(1).

(d) If the Board sustains the complaint, the parties shall meet to negotiate over the changes.

ARTICLE 5 – SEPARABILITY

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

ARTICLE 6 – NO STRIKE OR LOCKOUTS

Section 1

The University agrees that during the term of this Agreement, it shall not cause or permit any lockout of employees from their work. In the event that an employee is unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout and Graduate Employees shall not suffer any subsequent loss of pay or benefits. In the event of a strike by other employees of the University, no Graduate Employee will be required to perform work outside of their position classification.

Section 2

The Union, on its own behalf and the behalf of its officers, agents, members, and bargaining unit employees, agrees that during the term of this Agreement, it shall neither engage in, encourage, cause nor sanction the members of the bargaining unit to strike, honor another union's picket lines, or engage in sit-down, slowdown, rolling or intermittent or on-and-off again strikes. For the purposes of this Article, a strike includes picketing other than informational picketing consistent with the University's Time, Manner, and Place Rules for Speech Activities, walkout, refusal to work, mass absenteeism, slow down of any kind, any other stoppage or interruption of work, whether done in concert or singly.

Employees engaging in such strikes or work stoppages or who honor another union's picket line may be subject to disciplinary action up to and including dismissal subject to the provisions of Article 17 – Discipline and Discharge.

Section 3

Upon notification by the University to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike or other work stoppage activities in violation of this Article, the Union shall advise such striking employees, in writing with a copy to the University, to return to work immediately. Nothing in this article shall prevent a graduate employee from expressing their views in their capacity as a graduate student or in an activity outside of working hours.

ARTICLE 7 – UNIVERSITY RIGHTS

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

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

ARTICLE 8 – UNION RIGHTS

Section 1 - Grievance

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

Section 2 - Authorized Representatives

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

Section 3 - Shop Stewards

The Union shall designate ~~up to sixty (60)~~ members as Stewards who are empowered to represent Graduate Employees in grievance or disciplinary proceedings when requested by the Graduate Employees. The Union shall provide the University with a list of current Stewards. Stewards shall be allowed to investigate and process grievances and represent Graduate Employees at grievance proceedings without loss of pay. The Steward shall notify their supervisor, in advance, of the need to take leave to represent a Graduate Employee. If such leave would interfere with the Steward's regularly assigned tasks, the supervisor shall make arrangements for such leave to be accommodated within forty-eight (48) hours. If such a delay affects meeting a timeline, the parties agree to extend the timeline.

Section 4 - Release Time

The University shall provide sixty (60) hours of release time, without loss of pay, each fiscal year, to be divided at the Union's discretion among its officials, to attend union functions, provided that the official has notified their supervisor in writing no less than fifteen (15) days in advance of the leave. In the event of an emergency and with the agreement of the supervisor, a lesser period is acceptable. No more than two (2) Graduate Employees in any one department shall take such a leave at the same time and leaves shall not be taken more than five (5) consecutive days. If necessary, the employing unit will arrange a substitute to perform official duties during such leave, or the Graduate Employee will arrange to complete the work at another time, whichever is appropriate. Substitute work will be compensated in accordance with Article 11.

Section 5 - Union Dues

- (a) The University recognizes the Union membership categories of "Member" and "Associate Member." Upon sixty (60) days written notice from the Union, the University agrees to recognize new union categories of membership.
- (b) The Union agrees that dues for each membership category will be either a flat dollar amount or a single percentage of pay. An exception to the flat dollar amount or a single rate of pay can be considered by following this process: prior to a vote on proposed changes to Union dues, the Union shall consult with the University to determine if the

proposed changes are either impossible to implement or if implementation would pose an excessive burden on University systems. Within thirty (30) days of the consultation, the University may propose alternative options that meet the Union's needs and the Union will consider these alternative options prior to the vote.

- (c) The Union will provide the Office of Human Resources written notification of its intent to change membership dues deduction rates no later than the 10th of the month for the new rate to take effect within the same month. Notice of intent to change membership dues deduction rates filed after the 10th of the month will take effect the following month. "Filed" for the purposes of change in membership dues deduction rates shall mean postmarked (dated by meter or U.S. Post Office), or hand delivered receipt.
- (d) The University, upon written authorization from a Graduate Employee, will deduct union dues from the Graduate Employee's regular monthly salary. This authorization shall include a statement directing the University to inform the Union of the name of the Graduate Employee and the amount deducted each month. The amount to be deducted shall be certified by the Union to the University. The sum of all monies deducted shall be remitted to the Union within thirty (30) days.
- (e) The University agrees that once authorized by a Graduate Employee, dues deduction authorization will remain in effect as long as the Graduate Employee retains Graduate Employee status; and may be revoked only upon cessation of Graduate Employee status, or upon thirty (30) days written notice **by the Union**. The Union agrees that its dues deduction authorization cards will clearly **and fully** inform Graduate Employees **of these policies** ~~that once authorized, dues deductions will remain in effect as long as the Graduate Employee retains Graduate Employee status; and may be revoked only upon cessation of Graduate Employee status, or upon thirty (30) days written notice.~~ The parties agree that dues will not be deducted from pay earned for employment in a status other than as a Graduate Employee.
- (f) It is understood that notifications from the Union to start or stop dues deductions received after the 10th of the month may take effect the following month unless the 10th falls on a Saturday or Sunday, in which case the start or stop date will fall on the following Monday.
- (g) The University will conduct an audit of Graduate Employee payroll deductions at least once per term. In the event that membership dues are not deducted from a Graduate Employee's paycheck, the University will pay for the full amount that it failed to deduct and remit to the Union, and will not hold any Graduate Employee whose membership dues were not properly deducted responsible for paying missed deductions.

Section 6 - Access

Union representatives named in Sections 2 and 3 of this article shall be allowed reasonable

contact with Graduate Employees at University facilities as long as such contact does not interfere with safety and the normal flow of work.

Section 7 - Use of University Facilities

The Union may use University facilities for union activities according to current building use policies applicable to non-campus groups. The Union agrees not to use any university insignia on its event/activity promotions unless a mutually agreed upon partnership has been reached on said event/activity. The Union is responsible for ensuring availability, making all necessary arrangements, and paying all necessary fees.

Section 8 - Bulletin Boards

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

Section 9 - E-Mail

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

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

Section 10 - Orientation

The Union will be invited to all employing unit new annual Graduate Employee orientations, and

the Union representative will be provided with a minimum of thirty (30) minutes on the agenda. The Union representative will be informed of the time and location of their presentation ten (10) business days beforehand, or as soon as scheduled, and will be allowed to distribute union material.

If the employing unit does not conduct a new annual Graduate Employee orientation, a meeting will be scheduled by the employing unit with the new Graduate Employees in the bargaining unit and a Union representative and the employee(s) will be permitted to meet with a union representative on work time. The new employee orientation will be scheduled for a minimum of thirty (30) minutes.

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

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

Section 12 - Information

- (a) As a condition of appointment to a Graduate Employee position determined to be in the bargaining unit, or upon reappointment of a currently appointed Graduate Employee to a position determined to be in the bargaining unit, the Graduate Employee will be required to sign a consent authorizing the University to disclose to the Union the Graduate Employee's FTE (Full Time Equivalent Fraction) and bargaining unit status. Additionally, bargaining unit Graduate Employees will be asked to sign a release authorizing the University to provide their salaries to the Union. These consents shall remain in effect only while the Graduate Employee is in a bargaining unit position.
- (b) The University will provide the Union with up-to-date directory information. The following directory information will be provided each month for all bargaining unit Graduate Employees who have not suppressed their directory information: Name, current mailing address and telephone number, email address, employing unit, campus office building and room number, funding source type, and when available assignment as a Graduate Teaching Assistant or Graduate Research Assistant; and, for those Graduate Employees who have signed a consent to release, bargaining unit status, salary, student identification number, and FTE.
- (c) Within ten (10) days from the beginning of employment, the University will provide the Union with up-to-date directory information of Graduate Employees not in the bargaining unit who have not suppressed their directory information.

- (d) The University reserves the right to charge the Union actual costs for providing information requested in addition to the provisions of paragraphs (b) and (c) above.

Section 13 - Indemnity

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

ARTICLE 9 – APPOINTMENTS

Section 1 - Priority

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

Section 2 - Appointment Letter

Upon appointment, the employing unit must provide the Graduate Employee with an Appointment Letter. ~~Departments~~ **Employing units** must give as much notice as possible in providing Appointment Letters. **Appointment Letters will be provided** no later than thirty (30) calendar days prior notice to the start of employment (with the exception of Summer Session; see Article 13, Section 1), **unless the work opportunity becomes available after this deadline, in which case the Appointment Letter must be provided as soon as the work opportunity becomes available.**

~~If the Appointment Letter is not provided to the Graduate Employee thirty (30) calendar days prior to the start of employment,~~ **If the above deadlines are not met,** the matter shall be resolved through the grievance process in accordance with the provisions of Article 18 – Grievance Procedures of this agreement. The parties agree that the sole and exclusive remedies available, if an adjudicator determines that an Appointment Letter was not provided on or before ~~thirty (30) calendar days prior to the start of employment,~~ **the deadline without good cause, which includes an appointment becoming available after the deadline (e.g., unforeseen circumstances, an employee declined an opportunity, changes in enrollment, late receipt of specialized funding, new opportunities becoming available, and replacement positions due to original opportunity no longer being available)** is fifty (\$50.00) dollars paid directly to CGE to be ~~dispersed~~ **disbursed** at their discretion. ~~The~~ **In addition,** the Graduate Employee must receive the Appointment Letter within seven (7) calendar days **of the determination** ~~or by the start of employment, whichever comes first, provided the employment start date has not yet passed.~~ **However, if the employment start date is before the end of this seven (7) day period, the Graduate Employee must receive the complete Appointment Letter by the start of employment.**

The Appointment Letter shall indicate an appointment ~~to a Graduate Assistantship~~ **as a Graduate Employee.** A Graduate Employee's ~~assignment~~ **appointment type** (e.g., whether they are a Graduate Teaching Assistant or Graduate Research Assistant) may ~~be changed~~ **vary** between terms over the course of a single appointment. The **appointment type** ~~assignment as either a Graduate Teaching Assistant or Graduate Research Assistant,~~ while not required at the

time of appointment, should be noted on the Appointment Letter for each term the ~~assignment~~ **appointment type** is known. The ~~assignment~~ **appointment type** may be modified by updating the Position Description in subsequent terms. **If changes have been made, including corrections to salary amount or FTE or changes to appointment type, a Graduate Employee may request an updated Appointment Letter.** Graduate Employee appointments may be split between funding sources and duties as long as the aggregate appointment meets or exceeds the minimum FTE up to ~~0.49~~ the maximum FTE as defined in ~~Article 2~~ **this Agreement**.

Appointment Letters must include:

- Duration of appointment
- FTE and corresponding hours worked
- Salary
- Evaluation
- Benefits: tuition and fee remission, health insurance, sick leave accrual
- Inclusion in the CGE Bargaining Unit and a link to an informational packet provided by the Union
- If known: ~~assignment~~ **appointment** as a Graduate Teaching Assistant or Graduate Research Assistant. If ~~this assignment~~ **the appointment type** is not known at the time of the ~~A~~ **appointment**, the information will be provided to the Graduate Employee no later than ten (10) calendar days prior to the first day of the academic term, ~~provided~~ via email, and will include the name, title, and contact information of direct supervisor.

The Employer shall post a copy of Appointment Letter templates to the Office of Human Resources website. The Employer must notify the Union at least fourteen (14) business days prior to the posting and when any revised templates are posted. If the Union identifies a discrepancy, they may provide suggested language to Employee and Labor Relations.

Section 3 - Position Description and Work Assignment

The Graduate Employee must be provided with their ~~work assignment (per Article 10) and a copy of the Position Description at least twenty (20) working days~~ **thirty (30) calendar days** prior to the start of the first day of the academic term **employment (with the exception of Summer Session; see Article 13, Section 1),** unless the work opportunity becomes available ~~less than twenty (20) working days before the start of employment~~ **after this deadline**, in which case these materials **the Position Description** must be provided as soon as the work opportunity becomes available.

~~If a Position Description is not provided to the Graduate Employee twenty (20) working days prior to the start of employment,~~ **If the above deadline is not met,** the matter shall be resolved

through the grievance process in accordance with the provisions of Article 18 – Grievance Procedures of this agreement. The parties agree that the sole and exclusive remedies available, if an Adjudicator determines that a Position Description was not provided on or before ~~twenty (20) calendar days prior to the start of employment~~ **the deadline, unless the position became available after this deadline**, is fifty (\$50.00) dollars paid directly to ~~the CGE to be dispersed~~ **disbursed** at their discretion. **In addition, the Graduate Employee must receive the complete Position Description within seven (7) calendar days or by the start of employment, whichever comes first, provided the employment start date has not yet passed of the determination. However, if the employment start date is before the end of this seven (7) day period, the Graduate Employee must receive the complete Position Description by the start of employment.**

Position Descriptions must include:

- ~~Assignment~~ **Appointment** as a Graduate Teaching Assistant or Graduate Research Assistant.
- The general nature of the duties of the position
- An approximate distribution of hours expected to be allocated to specific tasks during the employment period
- Relevant health and safety information
- Expected preparation or training
- Name, title, and contact information of direct supervisor or contact person in the unit responsible for the Graduate Employee's work assignment.

~~The Employer will provide employing units training on content and timeliness requirements associated with work assignments and position descriptions, as well as associated fees. The Employer will notify CGE of these trainings in advance and may review training materials and provide input regarding the training in advance.~~

Section 4 - Appointment Duration

Graduate Employees who are admitted to the University with an offer of support must be appointed for an academic or fiscal year rather than term-to-term. In the exceptional case that an appointment is made for a period less than the duration of the academic or fiscal year, the reason must be noted on the Graduate Employee's Appointment Letter. **Such cases include, but are not limited to, planned graduation from the Employee's academic program.**

In the event that a course or service must be canceled, the employing unit must reassign **Graduate Employees whenever possible**, or lay off Graduate Employees in accordance with Article 14 **when reassignment is not possible**. In this scenario, a Graduate Employee's

appointment may be reduced based on operational needs or by mutual agreement **but must remain at or above the minimum FTE designated in Article 11.**

Section 5 - Hourly Work

Employing units must use **salaried** Graduate Employee appointments rather than hourly positions where appropriate and supported by budget. Hourly Graduate Employees should not be required to perform the full scope of job duties that were assigned to them as a **salaried** Graduate ~~Assistant~~ **Employee**, nor ~~should~~ **will** they maintain the same level of decision-making responsibilities associated with the **salaried** Graduate ~~Assistant~~ **Employee** role. Hourly positions cannot include teaching duties.

Recognizing that there are a variety of scenarios where faculty members or units have the resources and interest in appropriately providing support to graduate students that is less than that of a **salaried** Graduate Employee appointment, the University and the Union agree that hourly positions can be used in circumstances that include ~~(but are not limited to):~~

- Work which is of limited duration (grading, tutoring, field assistance, etc.) or the work is unrelated to instructional or research duties normally performed by Graduate Employees (whether in the department of a Graduate Employee or in another department).
- A position which is to supplement an appointment supported by a funding source other than Education and General funds that does not provide a stipend equal to that of a Graduate Employee's stipend in the unit.
- Summer session employment of graduate students.

Hourly positions shall not be used to substitute for salaried appointments when the work and the resources are sufficient for such an appointment. The University must provide the Union with an audit of hourly appointments as noted in Section 7.

Section 6 - Job Announcements

Each term, including summer, ~~the Office of~~ **University** Human Resources will send an email to academic and non-academic units reminding them to announce available assistantships and funding opportunities in the Barometer, via their websites, and electronic communications.

Section 7 - Audit

The University agrees to **conduct an** audit ~~appointments and positions~~ each year to ~~document~~ **documenting in writing** the use of single-term appointments, graduate hourly ~~student-worker~~ positions, and any variances from the agreements. ~~The University must prepare a report of each~~

audit, including of this Article during the most recent Summer and Academic year and send it to the Union on or before the last day of Spring Term. The audit must include the start and end dates of all positions, the employing unit of each Graduate Employee, the type of position (Graduate Assistantship or hourly appointment), and the FTE for appointments or the total hours worked for hourly positions.

If a unit has recurring issues with meeting timely notice or the unapproved use of single term, appointment letters, position descriptions, or the unapproved use of single term or hourly appointments, the University must work with the Provost and Dean of the employing department to ensure that a plan is in place to meet expectations for subsequent Graduate Employee appointments.

Section 8 - Training

The Employer must provide employing units training on content and timeliness requirements associated with this agreement as well as associated fees. The Employer will notify CGE of these trainings in advance and the Union may review training materials and provide input regarding the training in advance.

ARTICLE 10 – WORK ASSIGNMENT

Section 1

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

Section 2 - Notice

Employing units must provide notice of work assignments ~~not less than twenty (20)~~ **at least thirty (30)** calendar days prior to the start of employment, unless the work opportunity becomes available after that time, in which case notice shall be provided as soon as reasonably possible. Preparation time consistent with assigned duties must be included among the Graduate Employee's paid duties.

Section 3

Work assignment must include:

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

Section 2-3 - Scheduling

Whenever practicable based on operational need, employing units must ~~endeavor to~~ inform Graduate Employees of available assignments and work schedules at or near the end of the preceding employment period for Winter, Spring, and Summer terms. Graduate Employees may indicate their preference of assignments and work schedules, which the employing unit will consider in making assignments.

Section 5

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

Section 6-4 - Work Space and Equipment

Employing units must provide Graduate Employees with work space and equipment appropriate to perform their duties. The assigned work space must provide the same services as other similar spaces within the department or building, including maintenance and custodial services. When appropriate, employing units must also provide space for Graduate Employees to hold private meetings with students. Employing units without adequate space must be responsible for finding and reserving space for Graduate Employees to conduct private meetings with students. Employing units must designate a contact person for all work space and equipment related issues. Graduate Employees may request work space maintenance and additional work

space or equipment necessary to perform their duties (such as general work space, secure storage for confidential files or personal items, private meeting space, and access to telephones, computers, software, online tools, office supplies, photocopies, and printouts) from this contact person. The request and the decision on such a request should be made in writing.

Section 7-5 - University Closures

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

Section 8-6 – Schedule Changes-Leave

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

ARTICLE 11 - SALARY

Section 1 – Monthly Salary Rate

Effective September 1, 2024, the minimum full-time equivalent monthly salary rates will be implemented as follows: increase from \$4040 to \$4404 effective September 1, 2022 2024 for fall term appointments.

Employment Fraction (FTE)	Minimum Monthly Salary
0.30	\$1322
0.35	\$1542
0.38	\$1674
0.40	\$1762 \$1991
0.45	\$1982 \$2240
0.49	\$2158 \$2439
1.0 Equivalent	\$4977

Employing units reserve the right to set their full-time equivalent monthly salary rate at a higher level. The monthly salary is determined by multiplying the full-time equivalent monthly salary rate by the employment fraction as specified in Section 3. The University shall not reduce the monthly salary rate of bargaining unit returning Graduate Employees reappointed in a subsequent year within the same employing department. Beginning September 16, 2022, upon reappointment within the same employing unit, all Graduate Employees who meet satisfactory academic progress standards, as determined by the Graduate School and the program of academic study, shall receive a minimum 4.75% increase starting September 2022 and a minimum 4.00% increase starting September 2023.

Following any other adjustments, beginning September 16, 2024 and continuing each year thereafter for the duration of the contract, all returning Graduate Employees, upon reappointment within the same employing unit who meet satisfactory academic progress standards, as determined by the Graduate School and the program of academic study, shall receive an increase to their monthly full-time equivalent salary rate. For the year beginning September 16, 2024, the applicable increase will be at least 3.0%. For the year beginning September 16, 2025, the applicable increase will be at least 2.85%. For the year beginning

September 16, 2026, the applicable increase will be at least 2.75%. For the year beginning September 16, 2027, the applicable increase will be at least 2.0%.

Section 2 – Employment Period

Appointments can be made based on the nine-month academic year, the twelve-month fiscal year or for other periods specified in individual cases **and must be made in accordance with Article 09: Appointments**. Each three (3) month (thirteen 13 week) employment period corresponds with an academic quarter as defined by Oregon State University.

Section 3 – Employment Fraction (FTE)

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

~~Effective September 16, 2022, Graduate Employees will be appointed to a minimum FTE of 0.38.~~
Effective September 16, 2023, Graduate Employees will be appointed to a minimum FTE of 0.40. The minimum FTE assignment for a Graduate Employee who has sole responsibility for teaching a lecture course and/or is listed as the instructor of record shall be 0.3 FTE for one (1) section and 0.49 FTE for two (2) sections. Sole responsibility is understood to mean sole responsibility for teaching and conducting of a class, serving as the primary contact for students enrolled in the class, and evaluating and grading student work. Employment fractions are to be based on expected weekly and overall workload during an academic quarter. Supervisors shall review the employment fraction with their Graduate Employees at the beginning of the Graduate Employee's appointment to ensure mutual understanding of the weekly work time commitment. No more than 85% of the Graduate Employee's maximum work hours for a thirteen (13)-week employment period may be worked during the eleven (11)-week academic term (where an academic term is defined in this section only as ten instructional weeks and one week of finals). Working hours shall not fluctuate more than 50% above the weekly average in any one work week throughout the course of the employment period, unless by mutual agreement between the supervisor and the Graduate Employee.

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

Graduate Employees appointed at 0.49 FTE for a 9-month academic year will not exceed two hundred fifty-five (255) hours per quarter or a total of seven hundred sixty-five (765) hours in a

nine (9)-month duration, or one thousand and twenty (1020) work hours in a **twelve (12)**-month duration. The parties agree that work is to be distributed as evenly as possible over the thirteen **(13)**-week employment period and that any work assigned before or after that **thirteen (13)**-week period must be mutually agreed upon by the Graduate Employee and their supervisor, and if the Graduate Employee is required to work, then the Graduate Employee will be compensated for the additional work at their regular salary rate.

Employment Fraction (FTE)	Total Work Hours per 13 Week Employment Period*	Average Work Hours per Work Week of the 13 Week Employment Period*	Total Available Work Hours During 11 Week Academic Term*	Total Available Work 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
0.38	198	15	168	30
0.40	208	16	177	31
0.45	234	18	199	35
0.49	255	19.6	217	38

*Representation of hours **under 0.40 FTE** is for combined appointment purposes.

Section 4 – Adjustments to Employment Fraction (FTE)

A Graduate 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 Graduate Employee **has or** 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 Graduate Employee is not meeting workload demands, based on performance, Article 15 shall be applied.

Section 5 – Substitute Work

Graduate Employees substituting for the work of another Graduate Employee under Article 30: Sick Leave, shall be compensated at the hourly rate corresponding to ~~the monthly minimum salary established in Section 1 of this Article~~ **their salary as defined** established in Section 1 of this Article. In no case shall a Graduate Employee work over 255 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.

Employment Fraction (FTE) Maximum Substitute Hours Available per Term

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

ARTICLE 12 – TUITION ~~WAIVER~~ AND FEE REMISSION

Section 1 - Tuition Remission

Graduate Employees appointed at a minimum 0.3 FTE, until September 2021 when the minimum FTE will become 0.35 FTE, and then until September 2022 when the minimum FTE will become 0.38 FTE, or above the minimum FTE as defined within this Agreement are exempt from payment of tuition for up to 16 credit hours, including OSU Extended Campus (E-campus) courses taken in any quarter to which the appointment applies. The current overload tuition will be assessed for such excess hours as set forth in the Oregon State University Academic Year Fee Book.

Section 2 - Fee Remission

Graduate Employees appointed at a minimum 0.3 FTE, until September 2021 when the minimum FTE will become 0.35 FTE, and then until September 2022 when the minimum FTE will become 0.38 or above the minimum FTE as defined within this Agreement will have 90% of mandatory fees, as defined in the Academic Year Fee Book, remitted each term, including Summer. If the building, bad debt, and contingency fees exceed 10% of all mandatory fees, the University agrees to remit the total amount of all other mandatory fees. Graduate Employees appointed at a minimum FTE, until September 2021 when the minimum FTE will become 0.35 FTE, and then until September 2022 when the minimum FTE will become 0.38 or above the minimum FTE as defined within this Agreement will have 100% of the E-campus distance education fee remitted each term, including Summer.

Section 3 - SEVIS and Visa Fee Reimbursement

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 cumulative expenses (totaled over the duration of the employee's enrollment at OSU) in SEVIS and/or visa fees, including visa renewal fees and associated travel costs, up to a maximum of \$500 \$700. This benefit will be extended to cover a Graduate Employee's eligible dependent or spouse/partner (consistent with the definition of eligible dependent or spouse/partner within this Agreement Article 28, Section 1) to cumulative expenses not to exceed \$500 \$700. To qualify, a Graduate Employee must meet the following criteria:

- a.) received an official Graduate Assistant offer letter (can include pre-admit letters) at or prior to the time the fee was incurred; and
- b.) be a Graduate Employee at the time the reimbursement is requested.

Instructions on how to obtain reimbursement will be posted on the Office of **University** Human Resources website.

Section 4 - DACA Support and Fee Reimbursement

The University is committed to ensure that all employees, regardless of immigration status, are treated fairly and equitably. The University maintains its commitment to current and future employees regardless of immigration status, although the Union recognizes that the University must follow federal and state law regarding work authorization for employees.

Graduate Employees who pay a fee to establish or maintain DACA status, including renewal fees, shall be reimbursed up to ~~\$495~~ **\$600** upon request and proof of payment for the costs of those fees. To qualify, a Graduate Employee must meet the following criteria:

- a.) received an official Graduate Assistant offer letter (can include pre-admit letters) at or prior to the time the fee was incurred; and
- b.) be a Graduate Employee at the time the ~~fee is assessed~~ **reimbursement is requested**.

Instructions on how to obtain reimbursement will be posted on the Office of **University** Human Resources website.

Section 5 - Enrollment Requirement

In the administration of the above policy, Graduate Employees shall be required as a term or condition of employment to enroll for and maintain a minimum of twelve (12) graduate credit hours toward the degree throughout the **fall, winter, and spring** terms, **and a minimum of three (3) graduate credit hours during summer session**. However, the Dean of the Graduate School may approve registration of undergraduate credits in a relevant program of study as meeting the ~~twelve (12)~~ credit minimum **within this Article**. Nothing in this contract will preclude an academic advisor from recommending additional hours as appropriate for the student's academic program.

Section 6 -- Summer Session Enrollment

~~Notwithstanding Section 5, during a given Summer Session, Graduate Employees may meet the criteria for tuition remission when enrolled for a minimum of three (3) credit hours toward the degree.~~

Section 6 7- Establishment of Tuition

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

ARTICLE 13 – SUMMER SESSION

Section 1 - Appointments

At the discretion of the employing unit, Graduate Employees on academic-year appointments may be offered additional appointments covering all or part of the University's Summer Session. The number of such appointments and their duration will be determined by the employing unit based on the anticipated workload or enrollment for Summer Session. While employing units have discretion over Summer Session appointments, such appointments are encouraged where work is available. All Summer Session appointments must be in accordance with Article 9, with the exception that Summer Session appointment letters must be received forty-five (45) calendar days prior to the start of Summer Session **employment**, unless the employment opportunity becomes available ~~less than forty-five calendar days prior to the start of the Summer Session~~ **after this deadline**, and the reason must be noted on the Appointment Letter. Late fees shall apply to Summer Session appointment letters per Article 9.

Section 2 - Salary

The salary and minimum FTE for Summer Session appointments must be determined according to Article 11 (Salary), with Summer Session treated as another three (3) month (thirteen (13) week) employment period. The minimum full-time equivalent monthly salary rate for the Summer Session must be **at least** that of the previous academic year. The actual work duration in Summer Session may differ considerably from the employment period; for example, a Graduate Teaching Assistant employed at a 0.4 FTE may have their 208 working hours distributed across a shorter duration than the typical thirteen (13) week employment period.

Section 3 - Funding Opportunities

Employing units are encouraged to create and maintain a list of summer funding and employment opportunities.

Recognizing the variability of summer course registration, employing units may take the following steps to establish summer appointments:

- a.) Ask Graduate Employees to indicate interest in summer work in writing, including via email, at any time during the academic year.
- b.) Issue a "contingent summer offer" if they believe work will be available during the summer, which can be made contingent on sufficient enrollment in a course or sufficient funding for a non-instructional work.

A “contingent summer offer” does not constitute a binding employment contract until such time as an official employment offer is extended and accepted. Employing units must notify the Graduate Assistant {twenty-five} (25) calendar days in advance if the work assignment will not be available, or provide an update on the status of the contingent employment offer. If the Graduate Employee was instructed to and completed preparation toward the assigned work, the employing unit will compensate the Graduate Employee at an hourly rate commensurate with the work performed and that is consistent with a ~~0.3~~ 0.4 FTE appointment as described in Article 11 (Salary).

ARTICLE 14 – LAYOFF

Section 1

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

Section 2

Order of layoff will be based on reasonable criteria. Layoff shall be implemented by providing ~~employees~~ **Graduate Employees and CGE** with as much written notice of separation as possible, but no ~~less~~ **fewer** than ~~fifteen (15)~~ **thirty (30)** calendar days before the effective date stating the reasons for layoff.

Section 3

If a layoff occurs after the first day of compensable employment in any employment period, an ~~the affected employees~~ **Graduate Employee** shall continue to be exempt from payment of tuition per Article 12 for the remainder of their appointment, not to exceed the end of the current academic year.

Section 4

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

ARTICLE 15 – EVALUATION

Section 1

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

A Graduate Employee will receive an evaluation if they so request from their employing unit. Requests for evaluation will be fulfilled during the term in which the request was made, unless there are extenuating circumstances, in which case the evaluation will be completed as soon as practicable. These evaluations will consist of more information than solely eSET student evaluations.

Section 2

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

Section 3

The supervisor or another faculty member designated by the employing unit may also conduct one or more site visits to the employee's classroom or workplace for the purpose of evaluation. Upon request by the Graduate Employee, the supervisor or a designated faculty member will conduct a site visit to an employee's classroom or workplace. A Graduate Employee may request feedback from the supervisor or another faculty member designated by the employing unit on specific performance matters at any time.

Section 4

The Graduate Employee shall be provided with a copy of the written evaluation by the supervisor or another faculty member designated by the employing unit no more than one month after the evaluation takes place, unless there are extenuating circumstances, in which case the written evaluation will be provided to the Graduate Employee as soon as practicable. Both the Graduate Employee and the supervisor (or another faculty member designated by the employing unit) must sign the copy to be placed in the personnel file. Within thirty (30) days of

receiving the evaluation, the employee has the right to submit a written rebuttal for inclusion in the personnel file. Rebuttals may include concerns related to the Graduate Employee's working conditions as outlined in this Collective Bargaining Agreement. A Graduate Employee may submit their rebuttal to the Union and/or Employee and Labor Relations, instead of the employing unit.

Section 5

In the event that work performance issue(s) are identified through the evaluation process, the employer and the Graduate Employee are committed to attempting to resolve the issue. The employing unit will include recommendations for improvement, which may include University programs that are free of cost to the Graduate Employee. Likewise, an employing unit may require that specific issues in the work performance be resolved within one month or once potential remedies (e.g. engagement in an accommodations process) have been established.

ARTICLE 16 – PERSONNEL FILES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

ARTICLE 17 – DISCIPLINE AND DISCHARGE

Section 1 - Principles of Discipline

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

Section 2 - Notice of Discipline

Prior to imposing a disciplinary action, the University will advise the Graduate Employee of the charges and complaints that potentially give rise to such action **as soon as practicable**. The Graduate Employee will be provided an opportunity to refute the charges or to present extenuating circumstances. A Graduate Employee is entitled to representation by a Union representative at investigatory meetings which may result in discipline **and at disciplinary proceedings**, if they so choose. The Union will make a representative available to attend an investigatory meeting within two (2) business days.

Section 3 - Written Records

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

Section 4 - Rebuttal

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

Section 5 - Removal of Records

Upon written request from the Graduate Employee, warnings and disciplinary notices must be removed from their file after two (2) years. Disciplinary notices may be removed sooner if, in the judgment of the head of the employing unit in which the Graduate Employee works, the head of Employee and Labor Relations, or their designee, if the Graduate Employee is appointed to a different department, or the Graduate Employee’s performance and conduct warrants such removal. In the event that the head of the employing unit is the employee’s supervisor, the

Graduate Employee may forward the request to the head of Employee and Labor Relations, or their designee.

Section 6 - Discipline and Discharge Grievances

A Graduate Employee who alleges that disciplinary action was without just cause may file a grievance under the provisions of Article 18. It is understood that a Graduate Employee's right under this Agreement to grieve disciplinary action applies only to the Graduate Employee's performance and conduct as an employee. Graduate Employees dismissed from their work assignment must be provided written notification describing the reason for the termination. Graduate Employees may not grieve under this Agreement decisions to impose sanctions for academic reasons or violations of the Student Conduct Code.

Section 7 - Non-Disciplinary Loss of Student Status

Graduate Employees who lose student status shall have no right to continued employment and shall be considered to have resigned from their appointment. Graduate Employees who lost status for non-disciplinary reasons (e.g. visa issues) will be reinstated to an existing appointment contingent upon reestablishment of student status; however, the University does not guarantee reinstatement under any conditions.

Section 8 – Reinstatement of Job Duties Upon Return from Leave

Upon return to an existing appointment, Graduate Employees who return to work after taking protected leave will be reinstated to a position at an equivalent or higher salary and FTE as their previous position. Whenever possible, Graduate Employees will be given the same position they previously held upon return to an existing appointment.

Section 9 - Protection from Retaliation

~~Retaliation for filing a grievance under this Agreement by supervisors and employing units against a Graduate Employee is not tolerated by the University or the Union.~~ Retaliation by supervisors and employing units against a Graduate Employee for filing a grievance under this Agreement is not tolerated by the University or the Union. Any Graduate Employee who feels they have been treated unfairly or retaliated against for having previously filed a grievance and are subject to a later "disciplinary action" may report this concern to the Office of Equal Opportunity and Access or seek to redress this through the grievance procedure provided in this Agreement.

ARTICLE 18 – GRIEVANCE PROCEDURES

Section 1

(a) Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Agreement.

(b) All grievances shall be processed in accordance with this Article which shall be the sole and exclusive method of resolving grievances. Grievances may be filed with Union representation or, consistent with statute, Graduate Employees may present grievances to the employer and have such grievances adjusted without union intervention, provided: 1) The adjustment is not inconsistent with the terms of this Agreement; and 2) The Union has been given an opportunity to be present at meetings which may result in adjustment to the grievance.

(c) Grievances shall be filed within ~~thirty (30)~~ **forty (40)** calendar days of the date the grievant or Union knew or should have known of the facts giving rise to the alleged grievance. If a grievant can demonstrate in writing an earnest attempt to resolve a potential grievance informally within the ~~thirty (30)~~ **forty (40)** calendar days of the date the grievant or Union knew or should have known of the facts giving rise to the alleged grievance, the employer ~~will~~ **may** grant an extension of the grievance timeline ~~to of an additional forty five (45)~~ **fifteen (15)** calendar days. In the event that the deadline for filing a grievance, submitting a grievance response, or appealing a grievance response falls on a Saturday, Sunday, or University holiday, such action will be considered timely if it is taken by 5:00 p.m. on the following business day (Monday – Friday).

(d) Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated, a clear explanation of the alleged violation, a statement that it is a grievance being filed under Article 18, the remedy sought and to whom the response should be directed. Once filed, neither the grievant nor Union shall expand upon the original written grievance.

(e) Time limits specified in this Article shall be strictly observed, unless the parties mutually agree to extend them. If agreed to, extensions of time limits shall be stipulated in writing.

(f) “Filed” for purposes of all grievances shall mean postmarked (dated by meter or U.S. Post Office), or the actual date of receipt. Grievances received after close of regular business hours shall be considered received on the following business day.

(g) If at any step of the grievance procedure the University fails to issue a response within the times specified, the grievant or Union may file the grievance at the next step.

(h) If the Union or grievant fails to file the grievance at the subsequent step within the time specified, the grievance will be considered withdrawn and cannot be resubmitted.

(i) Grievances involving multiple Graduate Employees from multiple departments shall be filed initially at Step 3.

(j) Grievances involving multiple Graduate Employees from the same department, but with different supervisors, shall be filed initially at Step 2.

~~(j)~~ (k) At the request of either party, a meeting between the Union and the University's representative will take place at any step of the grievance procedure. If a meeting is held at the request of the Grievant and/or the Union, any time limit for the Employer's response set forth below shall begin with the date of the meeting.

Section 2

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

Step 1: Should a grievance not be resolved informally, or should a grievant decide not to use an informal process, a formal grievance shall be filed with the direct supervisor. The supervisor shall respond with reasoning explained in writing within thirty (30) calendar days. Should the supervisor also be the Grievant's academic advisor, the grievance shall be filed at Step 2. The parties agree that all Step 1 grievance settlements shall not violate this agreement as non-precedential and shall not be cited by either party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the Grievant and the supervisor. Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under the Collective Bargaining agreement.

Step 2: Should a grievance not be resolved at Step 1, the Graduate Employee or Union may file the grievance with the appropriate head of the administrative unit in which the Graduate Employee works (Chair, School Head, Center Director, Dean) within fifteen (15) calendar days from receipt of the Step 1 response or if a response was not received within thirty (30) calendar days from when the response was due. The head of the administrative unit or their designee shall respond with reasoning explained in writing within fifteen (15) calendar days.

Step 3: Should the grievance not be resolved at Step 2; the Graduate Employee or Union may file the grievance with the Provost or their designee within thirty (30) calendar days from the date on which the employee or Union receives the Step 2 response or if no response was received within fifteen (15) **calendar** days from the date the response was due. Grievances filed with the Provost or their designee shall be responded to with reasoning explained in writing within fifteen (15) calendar days. Should a grievance not be resolved at Step 3, the Union may request arbitration.

Section 3

To advance a grievance to arbitration:

- (a) The Union must notify the University of its decision to arbitrate within ~~twenty-one (21)~~ **thirty (30)** calendar days of receipt of the Step 3 response or if no response was received within ~~twenty-one (21)~~ **thirty (30)** calendar days from when the response was due.
- (b) Within fifteen (15) **calendar** days from the Union's notification of intent to arbitrate, the Union will notify the Federal Mediation and Conciliation Service (FMCS) of the dispute and request a list of arbitrators ~~that shall be specifically limited to Oregon, Washington, and Idaho arbitrators.~~ **Within 30 calendar days of receiving the list of arbitrators,** the parties shall attempt to reach agreement on a permanent panel of arbitrators and a process for using such arbitrators. In the absence of agreement on such a panel and process, the current selection process will be retained and the Union will request a list of five (5) arbitrators from the Employment Relations Board. The parties will ~~then~~ alternately strike names, one at a time. The party striking the first name will be determined by the flip of a coin. The last remaining name shall be the arbitrator selected to hear the current grievance.
- (c) The arbitrator shall have authority to hear and rule on issues which arise over arbitrability. Such issues if raised must be heard prior to hearing the merits of the grievance advanced to arbitration. The parties may mutually agree to allow the arbitrator to take procedural issues under advisement and to proceed with the hearing on the merits. If the arbitrator rules the grievance is non-arbitrable, they shall not issue a ruling on the merits.
- (d) If either party requests that post-hearing briefs be filed, the arbitrator shall set the date for submission of those briefs.
- (e) The parties agree that the decision and award of the arbitrator shall be final and binding. The arbitrator shall have no authority to rule contrary to or change any of the terms of this Agreement.

- (f) The arbitrator shall have no authority to hear or decide any grievance relating to an academic decision or judgment concerning the employee as a student. The arbitrator shall have no authority to reinstate an employee who is no longer a student or otherwise does not meet the criteria to be a Graduate Employee.
- (g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration.

Section 4

Information requests may be filed by CGE before or concurrently with a grievance. Information requests are intended to provide relevant information to a grievance and should therefore be fulfilled within a timely manner.

Section 5

If a Graduate Employee feels that they have been harassed, discriminated, or retaliated against, the employee ~~may~~ **should** report the incident to the University Office of Equal Opportunity and Access (EOA). ~~Under these conditions, the~~ Graduate Employee may ~~choose to~~ request a Union representative to assist in reporting the incident and attending any meetings the Graduate Employee may have with EOA. A Graduate Employee may provide the Union with a copy of an outcome letter, when applicable.

Should the Graduate Employee choose to file a formal grievance alleging discrimination, retaliation, or harassment, the grievance must be filed at Step 3 of the grievance process, with a copy being submitted to Employee and Labor Relations. The matter will be sent to the University Office of Equal Opportunity and Access.

The Provost or their designee will confirm receipt of the Step 3 grievance within fifteen (15) **calendar** days. The Provost or their designee will issue a ruling on the Step 3 grievance within sixty (60) **calendar** days after the receipt of the grievance. If a grievance is filed pursuant to this Article, this shall serve as the exclusive remedy for claims under the Agreement and the Graduate Employee may not seek a separate resolution of similar claims through the University Office of Equal Opportunity and Access.

Section 6

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

ARTICLE 19 – ~~CONSULTATION~~/LABOR MANAGEMENT MEETINGS

Section 1

In recognition of the benefits of ongoing communication and collaboration, a joint Labor-Management Committee has been established. It is the intention of the Employer and the Union to meet on a regular basis.

~~The Union and the Associate Vice Provost of Academic Employee and Labor Relations or their designee agree to meet on a monthly basis or at the request of either party.~~ There shall be at least one meeting held per month, at the request of either OSU or the Union. The parties agree to set a date for the meeting within 14 calendar days of a request, but the chosen date itself may fall outside of this 14-day period. Additional Labor-Management meetings may be scheduled on an as-needed basis, by mutual agreement. A mutually agreeable place and time shall be established for any meeting called. These meetings shall be used to discuss matters pertinent in the implementation or administration of this Agreement or other mutually agreeable matters. The request for such meetings shall contain a recommended agenda of items to be discussed. Each party may have up to ~~five (5)~~ four (4) representatives at such meetings. Additional representatives may be allowed upon mutual agreement of the parties. ~~Matters related to grievance(s) or arbitration shall be handled pursuant to Article 18.~~

Section 2

The parties agree that such meetings shall not constitute or be used for the purpose of contract negotiations. ~~The committee shall not have the authority to violate or modify the terms and conditions of this Agreement.~~ Matters related to grievance(s) or arbitration shall be handled as specified within this Agreement. Any resolution or agreements made as a result of these meetings shall be put into writing and signed by the parties.

Section 3

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

ARTICLE 20 – ELECTION DAYS

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

ARTICLE 21 – JURY DUTY

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

ARTICLE 22 – TRANSPORTATION

Section 1 - Parking

Graduate Employees may choose to have their parking permit charged as a payroll deduction. The payroll deduction shall be taken equally from the employee's Fall Term paychecks, beginning in October.

Section 2 - Liability

The Union shall indemnify and hold the University harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the University for the purpose of complying with the provisions of Section 1 of this Article.

Section 3 - Campus Transportation

The University will continue to assess the operating hours of campus transportation, such as the Beaver Bus service(s), and seek feedback from Graduate Employees regarding which routes need to be expanded. **The University agrees to implement improvements based on this feedback whenever practicable, based on operational need.**

Beginning August 2024, the University will provide appropriate transportation resource guides for Graduate Employees regarding the Social Security office, at no cost to the Graduate Employee.

Section 4 - Transportation Committee

OSU's Transportation Committee will include a Graduate Employee selected by the Union.

ARTICLE 23 – EXPENSES

Section 1 - Travel and Mileage

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

Section 2 - Immunizations

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

ARTICLE 24 – NONDISCRIMINATION AND ANTI-BULLYING

Section 1

Neither the University nor the Union shall discriminate nor tolerate discrimination on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, ethnicity, sexual orientation, veteran's status, or any other protected class under State or Federal Law. **The university shall navigate allegations of discrimination based on caste as incorporated within the protected statuses of national origin, ethnicity, religion and/or other applicable protected statuses.**

All allegations or reports of discrimination or bullying involving Graduate Employees (including, but not limited to, harassment and sexual harassment) should be reported as outlined in Article 18 Section 4.

Section 2

Neither the University nor the Union will discriminate nor tolerate discrimination against a Graduate Employee on the basis of union membership or non-membership. The University and the Union will work together to provide and promote equal access to all Graduate Employee benefits. **OSU will continue an annual required training on anti-harassment and anti-bullying for Graduate Employees and their supervisors.**

Section 3

Grievances alleging violations of Section 1 of this Article can be grieved only at Step 3 of the grievance article and are not subject to arbitration. Unresolved discrimination grievances may be submitted to the Bureau of Labor and Industries or the Equal Employment Opportunity Commission.

Section 4

The Office of Equal Opportunity and Access (EOA) will engage with **the Graduate Employee's request(s)** for accommodation within fifteen (15) business days ~~with communication being provided to the requesting Graduate Employee.~~ In order to best accommodate the Graduate Employee's request, EOA may ask for supporting medical documentation. If the Graduate Employee is unable to provide medical documentation, EOA and the Graduate Employee will work on an alternative method to identify a reasonable accommodation in accordance with state and federal law governing disability accommodations.

Section 5

In instances where a Graduate Employee alleges retaliatory conduct from a supervisor for any

reason, the Graduate Employee may file a new grievance over that retaliation per guidelines in Article 18.

Section 6

Graduate Employees who request a change in name using the University's "name-in-use" policy will have their requested name-in-use be uniformly and automatically applied to all University-controlled documents, course catalogs, email accounts, etc. where their name is used. When a graduate employee completes the formal process for name-in-use (preferred name) change, the university will honor such change. If requested in writing to Employee and Labor Relations, by the Graduate Employee, Employee and Labor Relations will also inform any current supervisor(s) of the Graduate Employee as to the change when it is put into effect. The Union recognizes that there are documents that the University must maintain consistent with state and federal law and that the University does not control all aspects of those documents.

ARTICLE 25 – HEALTH AND SAFETY

Section 1 - Mechanical, equipment, and workplace safety

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

- (a) Training: The department shall see that Graduate Employees are properly instructed and supervised in the safe operation **or handling** of any machinery, tools, equipment, process, or practice which they are authorized to use or apply during the course and scope of their employment and in the proper handling of dangerous or toxic substances. ~~OSU will develop and assign annual required training on anti-harassment and anti-bullying for Graduate Employees and their supervisors. A CGE representative will be invited to review these trainings and make recommendations for the appropriateness of these trainings.~~

All trainings under this article will be provided to the employee without loss of pay and costs shall be covered by the Employer. Time spent in ~~required~~ trainings **under this article** will be counted as hours worked in the employment period.

- (b) Field Training: If the Graduate Employee's work assignment includes off-campus field work, the supervisor shall see that the Graduate Employee is **also** properly trained ~~not only in the safe operation of all equipment, but also~~ in appropriate field safety, including sexual harassment training, first-aid, and emergency contact protocols. The anti-harassment and anti-bullying training as described in Article ~~25~~ **24**, ~~section 1(a)~~, shall be required of Graduate Employees and supervisors, and must include a module specific to field-based work. Time spent in required trainings will be counted as hours worked in the employment period.

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

- (d) Worksite Conditions: As determined by the university's designated official, if there are, **or are anticipated to be** hazardous conditions ~~(e.g.,~~ **including but not limited to**

severe weather, **low air quality**, or fire) at a field location or the primary job location that impedes **or may impede** the Graduate Employee's ability to perform the assigned work, a Graduate Employee will consult with their supervisor and the applicable University resources for further guidance. In some instances a Remote Work Agreement may be utilized if deemed an appropriate alternative by the supervisor.

A Remote Work Agreement may be utilized if a Graduate Employee is unable to work in person and if the work can effectively be performed remotely and is consistent with OSU's appointment, payroll, and employment law processes and obligations.

- (e) If, after reporting to the supervisor that a specific substance, task or assignment may jeopardize personal health or safety, correction is not made, that employee may refuse to perform such activity without penalty until the appropriate health or safety office has reviewed the situation and made a finding. The University shall notify the Union of each determination that is made. In the event of extraordinary hazards that impose impending harm to an employee, the employee may cease work before contacting their supervisor without penalty; however, employees must report such extraordinary circumstances immediately when it is safe to do so for the appropriate health or safety office to review the situation and make a finding.

If a Graduate Employee disagrees with the determination, the Graduate Employee may challenge the determination by filing a grievance per Article 18. The Graduate Employee will not be penalized for not completing work on site until the Grievance has been fully resolved.

- (f) Utilities: The University acknowledges an obligation to provide and reasonably maintain appropriate utilities in University controlled workplaces, and agrees to do so at no cost to the Graduate Employee. Graduate Employees who believe necessary utilities in their workspace are not provided or maintained appropriately, should contact their immediate supervisor.

Section 2 - Safety and health committees

Oregon State University commits to maintaining a position for a CGE representative on the University health and safety committee and ~~convening~~ **will convene** the committee **at least once per academic year**.

ARTICLE 26 – WORK-RELATED INJURIES OR ILLNESS

Section 1

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

Section 2

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

Section 3

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

ARTICLE 27 – STATUTORY COMPLIANCE

The University agrees to comply with provisions of relevant statutes governing Unemployment Insurance, Social Security, Workers' Compensation, the Public Employee Collective Bargaining Act (PECBA), the federal Family Medical Leave Act (FMLA), Medicare, **Oregon Paid Family and Medical Leave (ORPFML)**, and the Oregon Family Leave Act (OFLA). To the extent that these statutes provide the University with discretion in their interpretation and application, the University reserves such discretion and the Union reserves the right to grieve the interpretation.

ARTICLE 28 – HEALTH INSURANCE

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

Section 1 - Mandatory Enrollment

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

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

Section 2 - Waiver of Enrollment

A Graduate Employee may waive enrollment in the University health insurance plan by providing proof of enrollment in another plan that is deemed equivalent or better by University Human Resources. Equivalent or better is defined as a health insurance plan that includes medical, pharmacy, vision, and dental coverage and meets or exceeds the exact level of coverage that is offered on the plan provided by the University.

If an otherwise equivalent plan does not include dental coverage, the Graduate Employee can apply for a waiver of medical/vision and enroll in dental-only coverage at the Graduate Employee's cost. A Graduate Employee must submit a completed waiver application form, insurance identification card, and full summary of benefits to University Human Resources within **thirty (30) calendar** days of the start date of their position. Graduate Employees who receive a denial of their request for a waiver will be notified of the following:

- The reasons that their plan is not considered equivalent
- Contact information for the Union
- The opportunity to discuss the decision with University Human Resources and their chosen Union representative, with a member of Employee and Labor Relations present.

Section 3 - Premiums and Contributions

- Effective September 16, ~~2019 through September 15, 2024~~ **2024 and continuing each year thereafter for the duration of the contract**, the University shall contribute 90% of the cost of the 'Graduate Employee only' insurance premium and half the administrative fees for each month in which the Graduate Employee qualifies.
- The University shall contribute to the cost of the enrolled Graduate Employee's partner or child or family premium at the same rates mentioned in Section 3(a) of this Article for each month in which the Graduate Employee qualifies.
- The University shall continue to contribute to the cost of the 'Graduate Employee only' premium and administrative fees at the same rate as the previous term for each month in which the Graduate Employee is on approved medical leave, up to three months for an approved continuous medical leave of absence.
- The University shall continue to contribute to the cost of the enrolled Graduate Employee's Partner or child or family premium at the same rate as the previous term for each month in which the Graduate Employee is on approved medical leave, up to twelve (12) weeks for an approved continuous medical leave of absence.
- The Graduate Employee's portion of the premium is due and payable at the first of each month during the Graduate Employee's employment period.
- Graduate Employees who waive coverage under the University health plan are not eligible to receive the University's contribution.

Section 4 - Summer Session Coverage

- To be eligible for summer coverage, a Graduate Employee must have a Fall, Winter, or Spring Term appointment in the current academic year and be enrolled in the Graduate School for either the Summer Session or the following Fall Term.
- The University shall contribute to the cost of Summer Session 'Graduate Employee only' health insurance coverage at the same rates mentioned in Section 3(a) of this Article.
- The University shall contribute to the cost of the Graduate Employee's partner or child or family Summer Session coverage at the same rates mentioned in Section 3(a) of this Article.
- Graduate Employees enrolled on the University health insurance plan and employed any term during the previous academic year will be automatically enrolled in Summer

Session health insurance unless they file to graduate in the Spring Term or submit a Summer Session insurance opt-out form before May 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 Session coverage must submit an opt out form by May 1st. For all Graduate Employees who opt out of Summer Session coverage or graduate, the Graduate Employee contribution for Summer Session coverage that was previously deducted will be refunded in the June payroll.
- h) The University will be held harmless if the Graduate Employee fails to opt-out or fails to change their dependent enrollment information before the deadline.

Section 5 - Failure to Comply

- a) Should a Graduate Employee receive health insurance coverage through the Summer Session and not return in Fall Term, for reasons other than graduation, they can be held responsible for reimbursing the University for the employer's contributions.
- b) If a Graduate Employee fails to provide a waiver to opt-out of health insurance ~~by October 1 for Fall Term, January 1 for Winter Term, April 1 for Spring Term, or May 1 for Summer Session~~ **within the first thirty (30) calendar days of the start of the appointment**, they will be automatically enrolled in the University health insurance plan.

Section 6 - Plan Administration

- a) The Graduate Employee health insurance plan shall be administered by University Human Resources with advice from the joint Graduate Employee Health Insurance Advisory Council (HIAC). The HIAC shall ~~be comprised~~ **consist** of three (3) Graduate Employee members selected by the Union and three (3) members selected by the University and shall meet at least once per academic term excluding Summer Session.
- b) The University will contract with a health insurance consultant to assist with administration of the University health insurance plan. The University will pay all costs for the contracted consultant.
- c) The Union agrees that its right to bargain future benefit contribution rates pertains only to bargaining unit members.

Section 7 - Notice of Rate Increase

Should Graduate Employee health insurance plan rates increase more than 10% or administrative fees increase more than 20%, the University will provide written notice to the Union of the anticipated increase within forty-five (45) **calendar** days of the receipt of the notice.

ARTICLE 29 – RESTROOMS AND LOCKER ROOMS

To create inclusive ~~work spaces~~ **workspaces** on campus, the University agrees to provide access to ~~gender-neutral restroom~~ **all-user toilet** facilities. All newly constructed or renovated buildings will include at least one gender-neutral ~~restroom~~ **toilet** facility per building and will comply with applicable building codes.

~~If there are no single-occupancy restrooms in a given building, multi-stall restrooms will be converted from binary-gendered restrooms to gender-neutral ones, per code requirements. Five building conversions will be completed by September 15, 2023. Remaining buildings will be assessed for restroom conversion and a list of those which can be readily converted will be finalized by September 2022.~~

~~Gender-neutral~~ **All-user** locker rooms must be designed to focus on the safety and privacy of our OSU community, including Graduate Employees, and shall be utilized for the sole purpose of a locker room, separate from staff locker rooms. This includes the gender-neutral locker rooms in **the** Dixon Recreation Center and the Women's Building.

ARTICLE 30 – SICK LEAVE

Section 1 - Sick Leave with Pay

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

- (a) **Eligibility for Sick Leave with Pay.** Graduate Employees shall be eligible for sick leave with pay immediately upon accrual.
- (b) **Availability for Sick Leave with Pay.** Sick Leave accruals will be available at the beginning of each academic term that the Graduate Employee receives an appointment. Accrual balances may be viewed by the Graduate Employee in the online time and attendance system accessed through the EmpCenter at ~~mytime.oregonstate.edu~~ **the employee portal**.
- (c) **Determination of Service for Sick Leave with Pay.** Time worked and sick leave with pay shall be included in determining the ~~pro-rata~~ accrual of sick leave hours provided.
- (d) **Accrual Rate of Sick Leave.** Graduate Employees shall accrue sick leave at the following rate per academic term:

Employment Fraction (FTE)	Sick Leave Accrual (Hours)
.30	8
.31-.35	9
.36-.40	10
.41-.45	11
.46-.49	12

- (e) **Compensation Rate of Sick Leave Accrual.** When a Graduate Employee uses sick leave accruals, they will be compensated at their current rate of pay.
- (f) **Carry Over, Reappointment, and Restoration of Sick Leave Accruals.** Up to one hundred (100) hours of unused sick leave will be carried into the next Graduate Employee appointment period when the next appointment occurs within five (5) years of the end of the original appointment.
- (g) **Limitations on Sick Leave with Pay.** Maximum accrual is fifty (50) hours in a fiscal year.

Section 2 - Utilization of Sick Leave with Pay

- a. **Conditions of Use.** Sick leave may be taken by a Graduate Employee when they or their family member experiences a mental or physical illness, injury or health condition, need for a medical diagnosis, care or treatment of mental or physical illness, injury or health condition or need for preventative care. Sick leave may be taken as parental leave within 12 months of the birth, adoption, or fostering of a child. Sick leave may also be taken as bereavement within 90 days of a death of a family member, as defined in Section 2(b). Sick leave may be taken in the event that a lawful public health authority declares an emergency relating to the Graduate Employee's employment, their self-care, or the care of a family member. Sick leave may be taken in the event that the Graduate Employee seeks legal services, law enforcement services, or medical treatment relating to intimate partner violence, harassment, sexual assault or stalking experienced by themselves or a family member. In these cases, survivor services and home relocations may also be covered by sick leave. Equal Opportunity and Access, ~~<https://coa.oregonstate.edu/>~~, provides support to those experiencing these circumstances.
- b. **Definition of Family Member.** "Family member" means the spouse or partner of an employee; the biological, adoptive or foster parent or child of the employee; the grandparent or grandchild of the employee; the sibling of the employee; a parent-in-law of the employee; or a person with whom the employee was or is in a relationship with in the place of a parent.
- c. **Requests and Recording of Sick Leave Accrual Use.** The University must provide a Graduate Employee their accrued paid sick leave upon request. Requests shall be made in writing, including electronic communication, to the Office of Human Resources. The University will post current contract information on the Office of Human Resources website for the unit responsible for fulfilling these requests. In the event that the leave is not foreseeable, the Graduate Employee must make a reasonable effort to notify their supervisor five (5) days in advance of the absence and provide an estimated amount of time that leave is expected. In the event that the use of the leave is unforeseeable, the Graduate Employee will notify their supervisor as soon as reasonably possible. Requests will be made in accordance with the expectations of the employing unit, and leave will be recorded in advance in cases of foreseeable leave, or immediately upon the return from leave in cases of unforeseeable leave. Leave will be recorded in the University's online time and attendance system in hourly increments through the ~~EmpCenter at mytime.oregonstate.edu~~ **employee portal**.

Section 3 - Coverage for Sick Leave Use

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

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

Section 4 - Application of Sick Leave to Other Leaves

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

~~<https://hr.oregonstate.edu/benefits/leaves/family-and-medical-leave-act-fmla/graduate-assistants/family-medical-leave>~~ **will be maintained on the University Human Resources website.**

~~Eligible leaves, including but not limited to paid sick leave under this Article, will run concurrently when coverages overlap. For each qualifying leave, the employee must first utilize accrued and donated paid sick leave, and then enter into unpaid leave status until they return to work.~~ **Eligible leaves under this Agreement, including but not limited to paid sick leave and other applicable leave coverages, will run concurrently with FMLA, OFLA, and OPFML when coverages overlap. For each qualifying leave, the employee must first utilize accrued and donated paid sick leave until such leave has been exhausted, prior to entering into any applicable unpaid leave status (Leave Without Pay, or LWOP) until they return to work, subject to overall leave limitations and eligibility requirements under applicable policy, law, and this Agreement.**

Section 5 - Leave Donation

- a. Graduate Employees on an active appointment may irrevocably donate up to 50 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 50 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 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. 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 - Reinstatement of Job Duties Upon Return from Leave

Upon return to an existing appointment, Graduate Employees who return to work after taking protected leave will be reinstated to a position at an equivalent or higher salary and FTE as their previous position. Whenever possible, Graduate Employees will be given the same position they previously held upon return to an existing appointment.

Section 7 - Access to Sick Leave Policy and Procedure

A description of the University leave policy for Graduate Employees in the bargaining unit will be displayed on the University's Human Resources website. The University will include information on the leave policy during all of the University-offered orientations for new Graduate Employees.

Section 8 - Nondiscrimination and Non-Retaliation

Use of sick leave accruals under the provisions set forth in this article are protected under Article 24 ~~—Nondiscrimination~~. **Supervisors must not retaliate against Graduate Employees for appropriately making use of sick leave.**

ARTICLE 31 — ~~FAMILY LEAVE AND~~ PROTECTED LEAVE POLICIES

Section 1 - Family, Medical, and Safe Leave

All eligible Graduate Employees may take up to twelve weeks of a continuous block of leave from an active appointment as parental leave, or to care for their own serious health condition or that of a family member. Qualifying events for this leave include the birth, adoption, or fostering of a child. ~~Starting October 1, 2020, t~~The Employer will cover the time with pay three (3) weeks at the Graduate Employee's current FTE.

All Graduate Employees who meet the eligibility for Oregon Paid Family & Medical Leave (OPFML) can take paid leave from an active appointment, for Family, Medical, or Safe Leave reasons as defined under Oregon Law. Oregon Paid Family & Medical Leave (OPFML) includes Family, Medical, and Safe leave in alignment with the state plan for OPFML under Oregon Law.

The Graduate Employee will ~~continue to~~ have access to ~~a continuation of all~~ benefits ~~for which they are normally eligible~~ for the duration of their family leave for both paid and unpaid leave. Graduate Employees accessing leave can choose to also use leave available to them in addition to this leave in accordance with University policy during an Oregon Paid Family & Medical Leave claim.

To be eligible for family leave, a Graduate Employee must be on a current appointment ~~or have been on an appointment in the term immediately prior to the leave of absence~~. Employing units will not intentionally decrease or terminate the assistantship of a Graduate Employee seeking family leave as a means of reducing the Graduate Employee's access to family leave benefits. Graduate Employees who take family leave ~~will be guaranteed an appointment~~ will be ~~reinstated to their position in accordance with Oregon law~~ at or above the same FTE and salary and funding amount upon their return to a current appointment.

Information about leave eligibility, deadlines, and benefits will be made available to all Graduate Employees, and will be posted on the University Human Resources website.

Section 2 - Consultation and Notification

The administration agrees that the current ~~Medical and Family L~~Leave policy which pertains to Graduate Employees will not be substantially changed without consultation with CGE. Additionally, CGE may provide input regarding the policy, including recommending modifications for consideration by the policy-makers.

All Graduate Employees seeking ~~Medical and Family L~~leave will be informed that they may request a CGE advocate to help them through the process at any point. The Office of **University** Human Resources will also provide this information to any Graduate Employee currently on ~~Medical and Family L~~leave.

LETTER OF AGREEMENT: HARDSHIP FUND

The University will ~~create a~~ **continue the established** dedicated hardship fund to assist graduate students, including those who hold a Graduate Employees position, who are experiencing unexpected financial hardship. This fund is provided to help graduate students with demonstrated financial need.

~~The CGE may provide input on eligibility criteria. The hardship fund will be established starting Academic Year 2021-22 and administered on an ongoing basis through the Graduate School who will keep the names of all award recipients anonymous. In the first year, the University will provide \$50,000 for the fund and will evaluate need and utilization in subsequent years.~~ **The University will maintain funding of one hundred and fifty thousand dollars (\$150,000) annually.** If there are sufficient qualifying requests, at least fifty percent (50%) of the funds will be awarded to applicants who also hold Graduate Employee appointments. ~~Effective September 16, 2022, the University shall increase the Hardship Fund by \$75,000.~~ Eligibility for these funds for Graduate Employees facing immediate economic hardship that significantly affects their academic progress in their current degree program at Oregon State University includes, but is not limited to: housing insecurity, employment accessibility, health emergencies, unexpected family situations, access to academic materials/resources, and childcare expenses, etc.

All degree seeking graduate students are eligible to apply for the Hardship Fund in Summer term if they were enrolled in the previous Spring term and are registered for a minimum of three credits in the Fall. Graduate students who receive a hardship award may choose to have the funds applied first to their student account balance and receive the remaining funds directly, or may choose to receive the full award amount via check or direct deposit.

(a) The University shall approve all requests up to the maximum hardship allowance for the purpose of paying documented and unexpected urgent or emergency medical expenses.

Each year, on or before July 1 the University will provide CGE with a report of Hardship Fund utilization during the previous twelve (12) months including the following information:

- 1. The number of applications received**
- 2. The number of applications accepted**
- 3. Aggregated general reasons for rejection of any rejected applications**
- 4. Total amount of funds disbursed**
- 5. The percent of disbursed funds that were allocated to Graduate Employees**

LETTER OF AGREEMENT: HOUSING

For the term of this Agreement (~~July 1, 2020 through June 30, 2024~~), the Parties agree to ~~form~~ **maintain** a joint committee consisting of two representatives from the Coalition of Graduate Employees and two representatives from the University with the sole purpose of reviewing housing needs and challenges on and near all OSU campuses, including Corvallis, Bend, Portland, and Newport. Topics within this purview shall include, but are not limited to: OSU housing policies; institutional support to OSU employees who require housing assistance; OSU's expansion and growth priorities and their impacts on housing; and OSU lobbying efforts at all levels of government (city, county, state, and federal). The ~~Associate Vice Provost of Academic Employee and Labor Relations~~ **University Human Resources** shall ~~constitute~~ **call together** the joint committee within three months of the ratification of this Agreement.

Any recommendations proposed by the joint committee will be considered by the University but will not alter any terms of the Parties' bargaining agreement.

Letter of Agreement (LOA): Implementation of Collective Bargaining Agreement

By and Between the Coalition of Graduate Employees of Oregon State University (CGE) and Oregon State University (The Employer)

The Employer and CGE have shared interests in ensuring that the negotiated terms of the collective bargaining agreement, effective September 16, 2024 are effectuated in a manner that reflects the interests of the union in timely addressing salary increases that impact many of the union's lowest paid bargaining unit members and the university's interest in maintaining appropriate stewardship of public funds and tuition dollars.

The parties agree that implementation of the agreed-upon terms of the contract will reflect a change in effective date and term of the contract to begin September 16, 2024.

The parties also recognize that employees withholding labor during an active strike are not entitled to compensation from the employer for time not worked or labor withheld. Accordingly, the parties recognize that all employees have an obligation to accurately report their time for payroll purposes so that employees are paid for time worked, but do not claim time as worked that was withheld.

Upon ratification of this agreement, graduate employees will return to their previously assigned work and will not be obligated to work over their normal contractual hours. The parties agree that graduate employees who lawfully withheld labor during the strike will not have benefits withheld or discontinued, including retroactively. In addition, no graduate employee shall face retaliation or discipline for having withheld their labor during the strike.

Therefore, the parties mutually agree that implementation of the negotiated terms of the agreement shall include:

1. The parties agree to apply the compensation terms retroactively to September 16, 2024 so that those graduate employees whose Fall term, 2024 employment started on or after September 16, 2024 and remain employed by OSU on ratification of the agreement, shall receive the applicable salary increase(s). If such a Graduate employee received a salary increase on or after September 16th, 2024 but before ratification of this agreement, and that increase was less than the applicable increase as outlined in Article 11 of this agreement, then they will receive an increase of at least the difference between the one they received and the applicable increase. Employing units reserve the right to set their full-time equivalent monthly salary rate at a higher level.

2. Payment of such retroactive salary increases and implementation of the terms of the negotiated agreement shall occur within 90-days of the ratification of the agreement.
3. The parties further agree that all employees represented by CGE shall be instructed by both the Employer and CGE to utilize the link provided by the Employer to self-report accurately time that they would have otherwise rendered services during the pendency of the strike so that payroll is reconciled to accurately reflect time worked and time not worked by striking employees.
4. Employer agrees to waive, and thereby not initiate, disciplinary proceedings for any graduate employees who initially failed to accurately report time for work withheld during the period of November 12 through December 6, provided they accurately update such time reporting on or before December 12, 2024 so that payroll can be reconciled to reflect actual time worked and actual time not worked.