

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 employed by Oregon State University, ~~provided that at least 0.10 FTE is devoted to service to OSU as an employee, excluding (a) supervisory employees; (b) confidential employees; and (c) managerial employees; and (d) graduate students with GTA or GRA appointments in their capacity as students who are teaching or performing research primarily to fulfill an advanced degree requirement.~~

Section 3. Disagreements regarding an employee's inclusion or exclusion from the bargaining unit will be resolved through the expedited process for unit eligibility in Article 18, Grievances.

Section 4. Consistent with the provisions of Article 9, Section 2, the University will give written or email notification to **graduate** 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. **This information will be transmitted to graduate employees along with their letter of appointment utilizing the form letter attached in Appendix A.**

Section 5. If the University creates a new university-wide classification for graduate student employees other than GTAs and GRAs, the University will notify the Union at least 30 days before the new classification takes effect.

APPENDIX A

Important Information

Your status as a union-eligible graduate employee.

As you may be aware, graduate employees at Oregon State University (OSU) are represented by the Coalition of Graduate Employees (CGE), Local 6069 of the American Federation of Teachers.

As certified by the Oregon Employment Relations Board (ERB), the bargaining unit includes all graduate students with Graduate Teaching Assistant (GTA) or Graduate Research Assistant (GRA) appointments employed by OSU in a given academic term with a minimum 0.15 Full-Time Equivalent (FTE) appointment, excluding (a) supervisory employees; (b) confidential employees; and (c) managerial employees. Thus, you are included in the CGE bargaining unit.

The terms and conditions of your appointment as a graduate assistant are covered in your letter of appointment and other material that may have been provided to you by your department. Additional information may also be found on the Graduate School's web page.

If you have any questions about your status as a union-eligible employee, please contact CGE by phone at (541) 757-7141, e-mail at unite@cge6069.org, or their website (cge6069.org).

ARTICLE 9 - APPOINTMENTS

Section 1. In making appointments and reappointments within a program, department, or employing unit, the Employer may give priority to candidates enrolled in that unit or in units from closely related academic areas. The employing unit will consider the candidate's relevant skills and academic background.

Section 2. **Non-degree-granting units that seek to hire graduate assistants shall be required to post open positions online in a central location such as oregonstate.edu/jobs. Such postings shall include the name of the hiring unit, a general position description, application procedures and deadlines, and contact information for the hiring unit. Applications for posted positions will be accepted for a minimum of fourteen (14) calendar days from the date of posting where possible. Academic units are encouraged, but not required, to post open positions to the same location when it is in the interest of the academic unit.**

Nothing in this section shall be construed to prohibit the rights of the Employer as laid out in Section 1, nor prohibit the hiring of graduate assistants under emergency circumstances.

Section 2 3. Upon appointment, the employing unit will provide the graduate assistant with details of the appointment (duration, FTE, salary, evaluation, tuition waiver, benefits, and bargaining unit status). Departments shall give as much notice as possible in providing letters of appointment and all documents necessary to initiate employment, and state the terms of employment, ~~including an approximation of mandatory and department- or college-based fees based on the previous year's assessment,~~ preferably no later than thirty (30) days prior to the start of employment. If specific duties to be assigned ~~and bargaining unit status~~ are not known at the time of appointment, the employing unit will notify the graduate assistant of those details within fifteen (15) working days prior to the beginning of classes. The graduate assistant will be provided with a copy of the position description for the appointment. The position description will indicate the general nature of the duties of the position, an approximate distribution of hours expected to be allocated to specific tasks during the employment period, relevant health and safety information, and expected preparation or training. **All other policies and procedures relevant to the position shall also be provided.**

Section 3 4. If, in the judgment of the Employer, work assignments can reasonably be expected to continue, graduate assistants should be appointed for an academic or fiscal year rather than term-to-term. If a course or service must be canceled, the unit may reassign or lay off graduate assistants in accordance with Article 14. A graduate assistant's appointment may be reduced based on operational needs or by mutual agreement.

Section 4 5. Employing units shall be encouraged to use graduate assistant appointments rather than hourly positions where appropriate and when supported by budget.

Section 6. **All criteria, required qualifications, policies, and procedures used by hiring units when hiring graduate assistants must be publicly available.**

ARTICLE 11 - SALARY

Section 1. Monthly Salary Rate.

The minimum full-time equivalent monthly salary rate for the term of this agreement is ~~\$2,811~~ **\$3,543** for employees. Employing units reserve the right to set their full-time equivalent monthly salary rate at a higher level. The monthly salary is determined by multiplying the full-time equivalent monthly salary rate by the employment fraction as specified in Section 3. The University shall not reduce the monthly salary rate of bargaining unit employees reappointed in a subsequent year within the same employing department. **For every completed term on assistantship, including summer, the minimum shall increase 1% above the base minimum, such that a person who has completed one term shall have a minimum salary of \$3543 + 1%, or \$3578; someone who has completed three terms shall have a minimum salary of \$3543 + 3%, or \$3649; and so on. Graduate assistants that begin employment with a Master's degree shall be assumed to have six terms' experience on assistantship, and shall start with a minimum of \$3543 + 6%, or \$3756.**

Section 2. Employment Period. Appointments can be made based on the nine-month academic year, the twelve-month fiscal year or for other periods specified in individual cases. The nine-month academic year is divided into three academic quarters as defined by the Oregon University System, each corresponding to an employment period of three months (thirteen weeks) duration.

Section 3. Employment Fraction. Employment fractions should be determined by the following scale of time commitments averaged over the employment period specified in Section 2. The use of an employment fraction indicates less than half-time effort.

Employment Fraction (FTE)	Total Hours per Eleven Week Academic Quarter Employment Period
0.10	52 44
0.15	78 66
0.20	104 88
0.25	130 110
0.30	156 132
0.35	182 154
0.40	208 176
0.45	234 198
0.49	255 216

Graduate ~~assistants~~ **employees** appointed at 0.49 FTE for a 9-month academic year will not exceed a maximum of ~~255~~ **216** hours per quarter or a total of ~~765~~ **648** hours.

Section 4. Adjustments to Work in Excess of Assigned Employment Fraction. An employee's employment fraction is an estimate of a proportion of full-time effort within a department or unit for the assignments involved and shall be as determined by the department or unit. ~~Such a determination, provided there is a substantial variation between estimated time and actual time, is subject to review through the grievance procedure on the question of whether the estimate, and therefore the fraction, was reasonable based on the provisions of Section 3.~~ In the event that the estimate **it is demonstrated that the employee will exceed the assigned work hours**, and therefore the **employment** fraction, ~~was unreasonable~~, the department or unit will **reduce workload or** make an appropriate ~~retroactive~~ adjustment in **FTE salary**. **For future assignments the department or unit will** ~~and will prospectively~~ increase the fraction to correspond to an appropriate estimate or **demonstrate a reduction in** ~~reduce~~ the time commitment to correspond to the fraction. ~~Other adjustments, if any, shall not predate the filing of a written grievance.~~

Section 5. Class Size. If the enrollment cap for any class of an employee's teaching assignment increases from previous terms or the number of assigned sections of a lab or recitation corresponding to a given FTE increases, the employing department or unit will correspondingly increase the employment fraction or demonstrate a reduction in workload.

ARTICLE 12 - TUITION WAIVER

Section 1. Graduate assistants appointed at 0.2 FTE and above are exempt from payment of tuition **and all fees associated with completion of** up to 16 credit hours taken in any quarter to which the appointment applies. **Tuition for e-Campus credits that an employee takes as part of their program of study and within the 16 credits shall be waived under this article.** The current overload tuition will be assessed for such excess hours as set forth in the Oregon University System “Academic Year Fee Book.”

Section 2. In the administration of the above policy, graduate assistants shall be required as a term or condition of employment to enroll for and maintain a minimum of twelve (12) graduate credit hours toward the degree throughout the term. However, the Dean of the Graduate School may approve undergraduate credits in a relevant program of study as meeting the twelve (12) credit minimum. Nothing in this contract will preclude an academic advisor from recommending additional hours as appropriate for the student’s academic program.

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

Section 4. Nothing in this Article shall be interpreted to restrict the Oregon University System in any manner in the exercise of their statutory duty to establish tuition.

ARTICLE 28 – INSURANCE

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

Section 1. Mandatory Enrollment. The parties agree that enrollment in a health insurance plan is required by the University as a condition of appointment. The University will require all graduate assistants with an appointment of 0.2 FTE or greater to enroll in the University health insurance plan by completing a health insurance enrollment form prior to the start of the graduate assistant's appointment. All forms must be submitted to University Student Health Services in order to meet this requirement. If the appointment is renewed on a term by term basis the graduate assistant must submit a health insurance enrollment form prior to each term he/she is appointed.

Section 2. Waiver of Enrollment. A graduate assistant may waive enrollment in the University health insurance plan by providing proof of enrollment in another plan that is deemed to be acceptable by Student Health Services. A graduate assistant must submit a completed waiver of health insurance form to Student Health Services prior to the start of his/her appointment. If the graduate assistant's appointment is renewed on a term by term basis, he/she must resubmit a waiver of health insurance form each term.

Section 3. Premiums and Contributions

- a) The University shall contribute ~~85%~~ **100%** of the cost of the 'graduate assistant only' premium and ~~half~~ **100%** of the administrative fees for each month in which the graduate assistant has an appointment of 0.2 FTE or greater.
- b) ~~The graduate assistant's portion of the premium is due and payable at the first of each month during the graduate assistant's appointment period.~~ **The University shall contribute 25% of the cost of the spouse/domestic partner and dependent premiums for each month of the calendar year.**
- c) The University shall contribute ~~50%~~ **100%** of the cost of the 'graduate assistant only' premium and ~~half~~ **100%** of the administrative fees for summer session coverage.
- d) ~~Summer session health insurance is voluntary. Graduate assistants electing to participate in the summer health insurance coverage must submit to University Student Health Services a request for coverage form prior to March 15th.~~
- e) To be eligible for summer coverage a graduate assistant must have a fall, winter, or spring term appointment of 0.2 FTE and be enrolled in Graduate School the following fall term.
- f) ~~Effective May 2009, for graduate assistants employed during spring term and requesting summer session health insurance, the University will triple deduct from the employee's May salary, the employee's portion of the summer coverage premiums and administrative fees for the 'graduate assistant only' coverage for the months of July, August and September.~~
- g) ~~Effective May 2010, for graduate assistants employed fall or winter but not employed in spring term, the triple deduction will be taken from the last full paycheck (November or February).~~
- f) ~~h)~~ Graduate assistants who waive coverage under the University health plan are not eligible to receive the University's contribution.

Section 4. Failure to Comply. If a graduate assistant fails to comply with Section 1 or Section 2 of this Article within 30 days of his/her appointment begin date, the University may revoke the graduate assistant's appointment due to failure to comply with the terms and conditions of the appointment. Reinstatement of the appointment may occur if the graduate assistant petitions the Office of Human Resources within 15 days of receipt of notification. Any such action taken to revoke an appointment due to failure to comply with mandatory health insurance enrollment will be done in conjunction with the Graduate School. The graduate assistant will be responsible for payment of premium amounts retroactive to the beginning of his/her appointment should he/she fail to comply with Section 1 and Section 2 of this Article and subsequently become enrolled in the health insurance plan. Should a graduate assistant receive health insurance coverage through the summer session and not return in fall term, he/she may be responsible for reimbursing the University for the Employer's contributions.

Section 5. Plan Administration.

- a) The graduate student's health insurance plan shall be administered by Student Health Services with advice from the joint graduate assistant Health Insurance Advisory Council (HIAC). The HIAC shall be comprised of three (3) graduate assistant members selected by CGE and three (3) members selected by the University.
- b) The University 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 CGE agrees that its right to bargain future benefit contribution rates pertains only to bargaining unit members.

Section 6. Notice of Rate Increase. Should graduate student health insurance plan rates increase more than 10% or administrative fees increase more than 25% the University will provide written notice to the Union of the anticipated increase. The Union will provide the Office of Human Resources written notice with a request to bargain the impact of anticipated increase within 30 days of the receipt of the notice.