

# Collective Bargaining Agreement between



Coalition of  
Graduate Employees  
AFT Local 6069, AFL-CIO

and

the Oregon University System

December 16, 2010-June 30, 2012

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## **ARTICLE 1 - PARTIES TO THE AGREEMENT**

This Collective Bargaining Agreement is entered into between the Oregon State Board of Higher Education on behalf of Oregon State University (hereinafter called the University) and the Coalition of Graduate Employees, American Federation of Teachers Local 6069, AFL/CIO (hereinafter called the Union).

## **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 in a given academic term with a minimum 0.15 FTE appointment, provided that at least 0.10 FTE is devoted to service to OSU as an employee, *excluding* (a) supervisory employees; (b) confidential employees; (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 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 student employees other than Graduate Teaching Assistants and Graduate Research Assistants, the University will notify the Union at least 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 and expires on June 30, 2012.

**Section 2.** Either party may give written notice during the period of November 1 – 30, 2011 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), 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. Two additional articles can be opened by either party through Article 19 – Consultation. To invoke this reopener, a Party shall notify the other Party, in writing, during October 2009. 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) (e). 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 his/her 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 Assistants shall not suffer any subsequent loss of pay or benefits.

**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 unconventional strikes not protected for private sector employees under the National Labor Relations Act, effective in 1995. These unconventional strikes include 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, unconventional 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.

## **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 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 academic degree, program and course offerings and requirements;
- (j) assess academic programs and determine degree eligibility;
- (k) impose academic sanctions including dismissal;
- (l) impose sanctions for violation of the Student Conduct Code;
- (m) hire, promote, transfer, assign, reassign and retain employees;

- (n) suspend, discharge or take other disciplinary action against employees for just cause;
- (o) relieve employees from duty due to lack of work or other non-disciplinary reasons.

## **ARTICLE 8 - UNION RIGHTS**

**Section 1.** 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, Grievance Procedures.

**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 fifteen (15) members as Stewards who are empowered to represent employees in grievance or disciplinary proceedings when requested by the employees. The Union shall provide the University with a list of current stewards. Stewards shall be allowed to investigate and process grievances and represent employees at grievance proceedings without loss of pay. The Steward shall notify his/her supervisor, in advance, of the need to take leave to represent an 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. Only one steward may participate in any proceeding involving employees in the same department. Two stewards may participate in proceedings involving multiple employees from multiple departments. The University may upon request of the Union permit additional stewards to participate in proceedings.

**Section 4. Release Time.** The University shall provide four (4) days 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 official has notified his/her supervisor and the Office of Human Resources no less than thirty (30) days in advance of the leave. The official will arrange, if necessary, for a substitute acceptable to his/her supervisor, to perform his/her duties during such leave, or arrange to complete the work at another time, whichever is appropriate.

**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.

(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 10<sup>th</sup> 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 10<sup>th</sup> 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 an employee, will deduct union dues from the employee's regular monthly salary. This authorization shall include a statement

directing the University to inform the Union of the name of the 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 assistant, dues deduction authorization will remain in effect as long as the graduate assistant retains graduate assistant status; and may be revoked only upon cessation of graduate assistant status, or upon thirty (30) days written notice. The Union agrees that its dues deduction authorization cards will clearly inform graduate assistants that once authorized, dues deductions will remain in effect as long as the graduate assistant retains graduate assistant status; and may be revoked only upon cessation of graduate assistant 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 assistant.

(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) Due to frequent adjustments in work assignment during the first four (4) weeks of each term, lack of finality regarding bargaining unit status is typical. The University shall process all authorizations for dues deduction submitted during these weeks by deducting one-half of the dues owed in each of the following two months if it proves impossible to deduct during the first month of the term.

**Section 6. Access.** Union representatives named in Sections 2 and 3 of this article shall be allowed reasonable contact with bargaining unit members 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 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 and prominent bulletin board space, in each department which employs bargaining unit members, for the purpose of communicating with 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. Electronic 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) Use of the University e-mail system shall be on the employee's non-work time.
- (b) The Union, its representatives, and bargaining unit employees agree to abide by the University's Acceptable Use Policy in effect on June 13, 2008.
- (c) The Union will 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 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.** Upon receiving at least seven (7) days in advance a request from the Union that a representative desires to attend a departmental new Graduate Assistant orientation, the orientation sponsor will provide the representative with fifteen (15) minutes on the agenda. The union representative will be informed of the time and location of his/her presentation and will be allowed to distribute union material. If the department does not conduct a new Graduate Assistant orientation, a union representative may request to meet with the new employees who are in the bargaining unit. The department will provide meeting space according to current building use policies as long as the space is available and scheduling has occurred in accordance with department policies or guidelines. Subject to prior supervisory approval(s) and operational needs regarding scheduling, the employee(s) will be permitted to meet with a union representative on work time. The new employee orientation will be scheduled for fifteen (15) minutes; with the employer's and the employees' consent, the meeting can be extended to thirty (30) minutes.

**Section 11. Voluntary Contributions to the Union's Committee on Political Education (COPE) Fund.** Upon written authorization from the employee, the University will deduct a voluntary contribution of \$5.00 per month from the employee's salary. Such authorization shall include a statement authorizing the University to inform the Union of the name of the 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. An 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 assistant position determined to be in the bargaining unit, or upon reappointment of a currently appointed graduate assistant to a position determined to be in the bargaining unit, the graduate assistant will be required to sign a consent authorizing the University to disclose to the Union the employee's FTE (Full Time Employment Fraction) and bargaining unit status. Additionally, bargaining unit graduate assistants 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 assistant is in a bargaining unit position.

(b) Within thirty (30) days from the beginning of classes for each term, the University will provide the Union the following directory information for all bargaining unit graduate assistants who have not suppressed their directory information: Name, current mailing address and telephone number, email address, employing department, campus office address, and status as a graduate teaching assistant or graduate research assistant and their hours of service, and, for those graduate assistants who have signed a consent to release, bargaining unit status, salary, and FTE.

(c) Within (30) days from the beginning of classes for each term, the University will provide the Union with directory information of graduate assistants 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.

(e) Upon receipt of an annual written request from the Union, the Office of Human Resources will make available to the Union a list of work locations that are provided by the employing departments. The University is not required to create or maintain a list of work locations and failure to provide the information will not constitute a violation of this agreement.

**Section 13. Fair Share.** (a) All bargaining unit employees who are not members of the Union shall make fair share payments in lieu of dues beginning in their first paycheck after thirty (30) days of employment in a bargaining unit position.

(b) The amount of the fair share payment shall be set by the Union, and shall be equal to regular dues and fees paid by the members working the same FTE fraction.

(c) The University shall deduct the fair share payment from the bargaining unit employee's monthly salary and remit such payment to the Union at the time dues payments are remitted.

(d) Fair share deduction shall be made only from salary received as a bargaining unit employee and shall not apply to wages or stipends received in another capacity.

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

**Section 14. 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.** 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.** 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 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.

**Section 3.** 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.** Employing units shall be encouraged to use Graduate Assistant appointments rather than hourly positions where appropriate and when supported by budget.

**Section 5.** Each term the Office of Human Resources will send an email to non-academic units encouraging them to announce available assistantships in the Barometer.

## **ARTICLE 10 - WORK ASSIGNMENT**

**Section 1.** The University reserves the right to assign and reassign Graduate Assistants those duties and responsibilities that best meet the needs of the institution based upon the qualifications and abilities of the Graduate Assistant.

**Section 2.** Departments shall give as much notice as possible in providing work assignments, preferably not less than fifteen (15) calendar days prior to the start of classes. Reasonable preparation time shall be included among the Graduate Assistant's paid duties.

**Section 3.** Employing units shall endeavor to inform Graduate Assistants of available assignments and work schedules at or near the beginning of the appropriate employment period. Graduate Assistants may indicate their preference of assignments and work schedules, which the employing unit will consider in making assignments.

**Section 4.** Recognizing that Graduate Assistants are also students, the employing unit will endeavor to avoid conflicts between class and work schedules. When possible, work-related meetings involving Graduate Assistants will be scheduled during regular hours.

**Section 5. Work Space.** Departments shall provide Graduate Employees with work space and equipment to perform their duties.

## **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 for employees. Employing units reserve the right to set their full-time equivalent monthly salary rate at a higher level. Effective September 16, 2011 the minimum full-time equivalent monthly salary rate will be \$3,000. 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. Employees appointed at a full-time equivalent monthly salary rate of \$3,543 or less shall receive a three percent (3%) increase upon their initial reappointment. The automatic three percent (3%) increase will not be applied after the employee's rate of pay exceeds the full-time equivalent monthly salary rate of \$3,543.

Employees whose rates of pay are between the full-time monthly salary rate of \$2,811 and \$3,543 will receive a three percent (3%) increase on December 16, 2010 or January 1, 2011 as applicable. Employees who received an increase of three percent (3%) or more in their fall-term 2010-11 reappointment, full-time equivalent monthly salary rate will not receive an additional increase December 16, 2010, or January 1, 2011.

**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 (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.

Employment fractions are to be based on expected weekly and overall workload during an academic quarter. Supervisors shall review the employment fraction with their employees at the beginning of the employee's appointment to ensure mutual understanding of the weekly work time commitment. No more than 85% of the employee's maximum work hours for a 13-week employment period may be worked during the 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 employee.

Employment Fraction (FTE)	Total Work Hours per 13-Week Employment Period	Average Hours per Work Week of the 13-Week Employment Period	Total Available Hours During 11-Week Academic Term	Total Available Hours Outside of 11-Week Academic Term
0.10	52	4	44	8
0.15	78	6	66	12
0.20	104	8	88	16
0.25	130	10	111	20
0.30	156	12	133	23
0.35	182	14	155	27
0.40	208	16	177	31
0.45	234	18	199	35
0.49	255	19.6	217	38

Graduate employees appointed at 0.49 FTE for a 9-month academic year will not exceed a maximum of 255 work hours per quarter or a total of 765 work hours in an academic year. The parties agree that work is to be distributed as evenly as possible over the 13-week employment period.

**Section 4. Adjustments to Employment Fraction (FTE).** An employee's employment fraction is an estimate of a proportion of full-time effort within a department or unit for the work assignments involved and shall be as determined by the department or unit. In the event that it is demonstrated that the employee will exceed the assigned work hours, and therefore the employment fraction, the department or unit will make an appropriate retroactive adjustment in salary and either reduce workload accordingly or make an appropriate increase in FTE not to exceed 0.49 FTE. In circumstances where it is determined that the employee is not meeting workload demands, based on performance, Article 15 shall be applied.

## **ARTICLE 12 - TUITION WAIVER**

**Section 1.** GTA/GRA's appointed at 0.2 FTE and above are exempt from payment of tuition for up to 16 credit hours taken in any quarter to which the appointment applies. The 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, GTA/GRA's shall be required as a term or condition of employment to enroll for and maintain a minimum of twelve (12) graduate credit hours toward the degree throughout the term. However, the Dean of the Graduate School may approve undergraduate credits in a relevant program of study as meeting the twelve (12) credit minimum. Nothing in this contract will preclude an academic advisor from recommending additional hours as appropriate for the student's academic program.

**Section 3.** Notwithstanding Section 2, 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 13 - SUMMER TERM**

**Section 1.** At the discretion of the employing unit, Graduate Assistants on academic-year appointments may be offered additional appointments covering all or part of the University's summer term. The number of such appointments and their duration will be determined by the employing unit based on the anticipated workload or enrollment for summer term.

**Section 2.** The salary for summer term appointments will be determined according to Article 11 (Salary), with summer term treated as another 3 month (13 week) employment period. The salary base for the summer term will be that of the previous academic year. The actual work duration in summer term may differ considerably from

the employment period; for example, a Graduate Teaching Assistant may be employed to teach a 4-week summer term course at 13 hours per week, corresponding to 52 hours total work or 0.10 FTE for the employment period.

## **ARTICLE 14 - LAYOFF**

**Section 1.** Layoff is defined as a separation from University employment during the period of an 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 with as much written notice of separation as possible, but no less than fifteen (15) days before the effective date stating the reasons for layoff.

**Section 3.** If layoff occurs after the first day of compensable employment in any employment period, an affected employee shall continue to be exempt from payment of tuition per Article 12 for the remainder of his/her appointment, not to exceed the end of the current academic year.

**Section 4.** A Graduate Assistant whose position is restored after a layoff but before the conclusion of his/her appointment will be reappointed to that position.

## **ARTICLE 15 - EVALUATION**

**Section 1.** Each unit employing Graduate Assistants 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 Assistants shall be notified in writing of the evaluation process and criteria.

**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 Assistant's personnel file. Anonymous evaluative material may not be kept in a Graduate Assistant'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 work place for the purpose of evaluation. Upon request by the Graduate Assistant, the supervisor or a designated faculty member will conduct a site visit to an employee's classroom or workplace. A Graduate Assistant may request additional evaluations on particular performance issues at any time.

**Section 4.** The employee shall be provided with a timely copy of the written evaluation by the supervisor. The employee shall sign the copy to be placed in the personnel file as an acknowledgment that the employee has received and read the evaluation. Within

thirty (30) days of receiving the evaluation, the employee has the right to submit a written rebuttal for inclusion in the personnel file.

**Section 5.** As a result of the evaluation process, the academic unit may require that specific deficiencies in the work performance be remedied. If the deficiencies are not remedied within a reasonable period of time, the employing unit may initiate disciplinary procedures as specified in Article 17.

## **ARTICLE 16 - PERSONNEL FILES**

**Section 1.** An employee may choose to be accompanied by a representative of the Union when reviewing material in his/her 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.** 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 shall be conducted in private and imposed in accordance with the principles of progressive discipline.

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

**Section 3.** All forms of discipline will be issued to the 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 he/she has received a copy. The employee's signature does not indicate agreement or disagreement with its content." Employees will be required to sign disciplinary notices containing this disclaimer.

**Section 4.** Within thirty (30) days of receiving a notice of discipline, the employee may provide a written rebuttal to be placed in his/her file with the notice of discipline.

**Section 5.** Upon written request from the employee, warnings and disciplinary notices shall be removed from his/her file after two (2) years. Disciplinary notices may be removed sooner if, in the judgment of the head of the administrative unit in which the employee works, or the Director of Human Resources if the graduate assistant is appointed to a different department, the employee's performance and conduct warrants such removal. In the event that the Head of the administrative unit is the employee's supervisor, the employee may forward the request to the Director of Human Resources.

**Section 6.** An employee who alleges that disciplinary action was without just cause may file a grievance under the provisions of Article 18. It is understood that an employee's right under this Agreement to grieve disciplinary action applies only to the employee's performance and conduct as an employee. Employees may not grieve, under this Agreement, decisions to impose sanctions for academic reasons or violations of the Student Conduct Code.

**Section 7.** Employees who voluntarily or involuntarily lose status as a Graduate Assistant (i.e., student status) shall have no right to continued employment and shall be considered to have resigned from their service appointment.

## **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, 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) calendar days of the date the grievant or union knew or should have known of the facts giving rise to the alleged grievance. 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 grievance shall be considered denied. 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 employees from multiple departments shall be filed initially at Step 2.

(j) 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, 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 head of the administrative unit in which the employee works (Chair, Director, Dean, Superintendent). The head of the administrative unit shall respond in writing within thirty (30) calendar days. Should the head of the administrative unit 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 head of the Administrative Unit.

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 employee or union may file the grievance with the University President or his/her designee within thirty (30) calendar days from receipt of the Step 1 response or if a response was not received within thirty (30) days from when the response was due. The University President or his/her designee shall respond in writing within thirty (30) calendar days.

Step 3: Should the grievance not be resolved at Step 2, the employee or union may file the grievance with the OUS Labor Relations Division 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 thirty (30) days from the date the response was due. Grievances filed with the OUS Labor Relations Division shall be responded to 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) calendar days of receipt of the Step 3 response or if no response was received within twenty-one (21) 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 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 nonarbitrable, he/she shall not issue a ruling on the merits.

(d) If either party request 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 Assistant.

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

**Section 4. Expedited Procedure for Unit Eligibility Issues.**

(a) If a Graduate Assistant believes that she/he was incorrectly included or excluded from the bargaining unit, she/he will file a "unit eligibility grievance" with the Dean of the Graduate School within twenty-one (21) working days of the date the graduate assistant or union knew or should have known the graduate assistant's bargaining unit status. If notification is sent by email, it shall be considered received, thus beginning the twenty-one (21) working day timeline, whether or not the graduate assistant reads the email. The grievance will clearly state the basis for the grievance and include any supporting documents. The Dean of the Graduate School may affirm the grievance in which case the Graduate Assistant's status will be changed.

(b) If the Dean of the Graduate School denies the grievance or if a response is not received within fifteen (15) days, the grievant may file the grievance with a Joint Eligibility Committee (JEC) within fifteen (15) days of receipt of the Dean's response. If the grievance is not filed with the JEC within fifteen (15) days of receiving the Dean's response, the grievance will be considered withdrawn and cannot be resubmitted during the term in question.

(c) The JEC will be comprised of two (2) members appointed by the Provost and two (2) members appointed by the Union. The JEC shall review the grievance and may decide on the record before it or may solicit additional information prior to issuing a decision. The JEC shall make decisions by majority.

(d) Decisions of the JEC will be final and binding on the parties during the academic term in which the grievance is filed or as long as the specific work assignment continues.

(e) If the JEC cannot reach a majority decision within fifteen (15) days, the grievant may file for arbitration by following the process in Section 3 of this Article, except that no post-hearing briefs will be filed unless mutually agreed to by the parties and the arbitrator will be given thirty (30) days for his/her decision. Decisions of the arbitrator in unit eligibility matters shall apply only to the specific grievant(s). Such decisions are final and binding on the parties.

## **ARTICLE 19 - CONSULTATION**

**Section 1.** The Union and the Director of Human Resources or his/her designee agree to meet at the request of either party to discuss matters pertinent in the implementation or administration of this Agreement or other mutually agreeable matters. The meetings will be held as soon as practicable after receipt of a written request for such a meeting. The request for such meetings shall contain a recommended agenda of items to be discussed. Each party may have up to three (3) 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 negotiations.

**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 Assistants 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 Assistant adequate travel time to the nearest consular agency where the Graduate Assistant 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 his/her 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 petition for 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 his/her normal duties.

## **ARTICLE 22 - PARKING**

**Section 1.** The University agrees to sell up to twenty (20) faculty/staff parking permits to bargaining unit employees each academic year. The Union will determine and inform the University of the names of the 20 employees. These employees will pay the faculty/staff rate in effect at that time.

**Section 2.** Should the Union desire to revise the names of those employees receiving faculty/staff permits, the Union must return the permits of the employee(s) whose names are being removed from the list.

**Section 3.** The Union shall indemnify and hold the University harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the University for the purpose of complying with the provisions of this Article.

## **ARTICLE 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 OUS 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**

**Section 1.** Neither the University nor the Union shall discriminate nor tolerate discrimination on the basis of race, ethnicity, religion, gender, age, national origin, marital status, sexual orientation or disability.

**Section 2.** Neither the University nor the Union will discriminate nor tolerate discrimination against a Graduate Assistant on the basis of union membership or non-membership.

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

## **ARTICLE 25 - HEALTH AND SAFETY**

**Section 1.** 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 supervisor shall see that Graduate Assistants are properly instructed and supervised in the safe operation 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. This training will be provided to the employee without loss of pay.

(b) Equipment: It is the responsibility of the University to provide, at no cost to the Graduate Assistants, all necessary personal protective equipment (PPE) which is required for the safe and healthy execution of their duties as well as training in the proper use of any issued PPE.

(c) 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.

## **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 shall notify his/her 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 his/her claim.

**Section 2.** When, upon advice of his/her 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 his/her 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 his/her job, the employee shall be returned in accordance with all applicable statutes and regulations.

## **ARTICLE 27 - STATUTORY COMPLIANCE**

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

## **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% of the cost of the 'graduate assistant only' premium and half the administrative fees for each month in which the graduate assistant has an appointment of 0.2 FTE or greater.
- b) The graduate assistant's portion of the premium is due and payable at the first of each month during the graduate assistant's employment period.
- c) The University shall contribute 50% of the cost of the 'graduate assistant only' premium and half 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 November 30, February 28, or April 30.

- 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 the Graduate School the following fall term.
- f) Graduate assistants employed fall or winter term, but not employed in spring term, must follow the time line in Section 3 d) to be timely when submitting a summer health insurance coverage form to the University Student Health Services to be eligible for triple deduction, which will be taken from the paycheck (November, February or April).
- g) 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 team, he/she may be responsible for reimbursing the University for the employer's contributions.

- Section 5. Plan Administration.**
- a) The graduate students 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.

## **LETTER OF AGREEMENT FEES**

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

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

**NEW LETTER OF AGREEMENT  
DIFFERENTIAL**

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

Effective October 1, 2008, employees shall receive a lump sum payment of \$300 for each term enrolled during an academic year, not including summer term, provided the employee maintains a full-time equivalent appointment of 0.20 FTE or greater.

**The State of Oregon acting by  
and through the Oregon University  
Systems on behalf of Oregon State  
University**

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Jay Kenton  
Vice Chancellor for  
Finance and Administration

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Rick Hampton  
Director, Labor Relations  
Human Resources Division

**On behalf of Oregon State University**

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Ed Ray  
President

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Sabah Randhawa  
Provost

---

Larry Curtis  
Associate Dean  
College of Agricultural Sciences

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Suzanne Grey  
Human Resources Officer  
Office of Human Resources

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James R. Lundy  
Executive Associate Dean  
College of Engineering

---

Jeri Hemmer  
Associate Director  
Office of Human Resources

**On Behalf of the Coalition of Graduate  
Employees  
AFT, Local 6069**

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Rob Hess  
President and Lead Negotiator

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Angela Brandt

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Ashley Bromley

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Sarah Cunningham

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Jack Day

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Chris Knutson

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Matt Loewen

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John Osborne

---

Michelle Zellers

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Dennis Dugan  
Organizer

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Eben Pullman  
AFT-Oregon, AFT, AFL-CIO