

## Human Resources & Payroll Forum

AUGUST 12, 2022

## Announcements



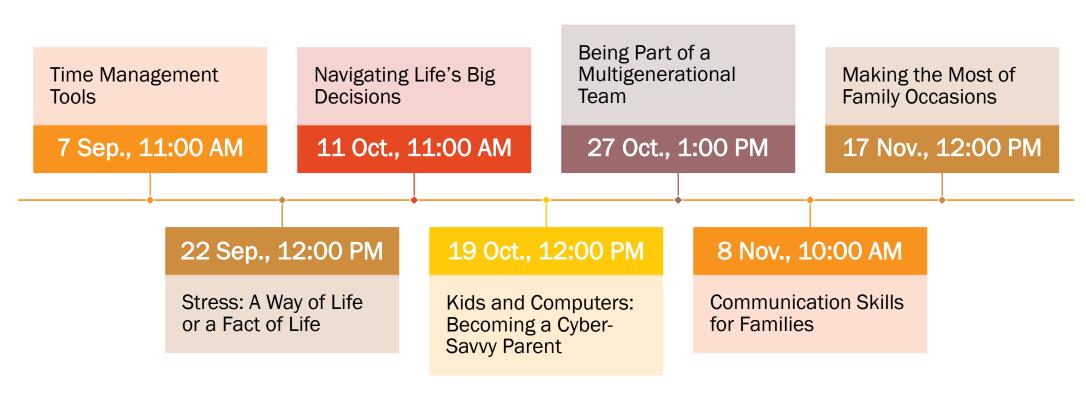
#### **HR Service Center Reminder**

Pay related items for the current month need to be submitted by the 10th to ensure timely processing with Payroll. Items submitted after that date for pay may not be reflected in the employees' pay until the following month.

#### **Grad Hiring Forum**

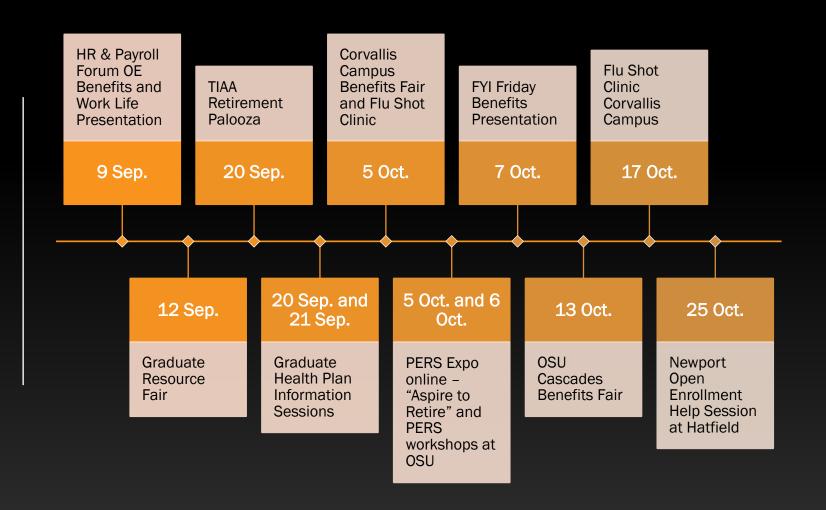
Please join us **August 23, 2022, at 11 a.m.** for an informational session regarding all aspects of hiring graduate employees including types of graduate employees, the hiring process flow, timesheets, onboarding, pay updates, required hours, benefits, key deadlines, bargaining agreement updates, financial review steps and key hiring contacts. If you assist with the hiring of graduate employees or supervise graduate employees, this webinar is for you! To register for this webinar please go to this <u>link</u>.

## Fall EAP Workshop Dates



https://hr.oregonstate.edu/benefits/current-employees/health-wellness-work-life/employee-assistance-program/beyond-benefits-2

# Upcoming Benefits Fall Events



# Save the Date – Retirement Events

## PERS Expo October 5 and 6 – Aspire to Retire

- The PERS Expo will be presented exclusively online and offer interactive and on-demand content, including live educational presentations and question-and-answer sessions. Content will repeat, so there is no need to attend both days.
- Employees will find checklists, videos, and other digital resources to help guide them on their journey toward retirement. Information will be available from <u>PERS</u>, <u>Oregon Savings</u> <u>Growth Plan</u>, and <u>PERS Health Insurance</u> <u>Program</u>.
- Register for Expo online and watch for Expo updates via the PERS website, emails, and texts.

## Additional Retirement Events

#### PERS Workshops - located in MU 208

- Oct. 5 9-11 am PERS Retirement Readiness (for Tier One and Tier Two members that are within three years of retirement)
- Oct. 5 1-3 pm PERS -All About OPSRP (for all OPSRP members (hired after 8/28/2003) at any stage of their career)
- Oct. 6 8:30-10:30 am Introduction to PERS (for Tier One and Tier Two members that are more than three years to retirement)

#### TIAA Tuesday's at Two- September 20th at 2 pm - Oregon State Extravaganza!

- Open Office Hours/Help Desk Noon to 1:30
- Snacks- 1:30-1:55
- Presentation/Panel 2:00-3:00
- Help Desk 3:00 4:00

# Benefits Save the Date

Open Enrollment for PEBB and Graduate Health Plans happens from October 1<sup>st</sup> to October 31<sup>st</sup>

Corvallis Campus Benefits Fair October 5<sup>th</sup> at MU 49 - 10 am to 2 pm

Graduate Resource Fair September 12<sup>th</sup> at LaSells - 11:30 am to 1:30 pm

https://gradschool.oregonstate.edu/current-students/new-graduate-students/grad-welcome-week-2022/graduate-school-orientation-2022

**Graduate Health Plan information sessions** 

September 20<sup>th</sup> 1:00-3:00 and September 21<sup>st</sup> - 10 am to 12:00pm

Corvallis Campus Flu Clinic - 8 am to 4:30 pm

October 5th in MU Ballroom

October 17th in MU 49 & MU 13

# Benefits Save the Date Continued

#### Bend/Cascades Open Enrollment Events

- Benefits Fair October 13 10 am to 1 pm
- Retirement presentations at 9 am and 1 pm plus Q&A times and 2 pm to 3 pm
- Open Enrollment Help sessions 9 am 10 am and 1-3 pm

#### Newport/Hatfield Open Enrollment Help Session

October 25 – 9 am to 3 pm Guin Library

FYI Friday Benefits Presentation - October 7<sup>th</sup> - 10:00am - <a href="https://hr.oregonstate.edu/training/training-days#UpcomingFYI">https://hr.oregonstate.edu/training/training-days#UpcomingFYI</a>

Questions? Call: Phone: 541-737-2805

PEBB Health Benefits - Employee.pebbbenefits@oregonstate.edu

Grad Health Benefits - gradhealth@oregonstate.edu

Retirement - retirement@oregonstate.edu

## CGE UPDATES

CAROL MILLIE

SENIOR EMPLOYEE LABOR RELATIONS OFFICER AND CAD

## Agenda

- Introduce new ELR Liaison for Graduate Assistant/Employee matters
- Discuss differences between Graduate Assistant/Employee & Graduate Students
- Provide an overview of the Limited Reopener bargaining Process & Timeline
- Examine updates to each of the four articles opened during the Limited Reopener
- Question & Answers

## **Learning Outcomes**

By the end of this training session, you will be able to:

- 1. Name the ELR Officer who assists with interpreting the CGE CBA
- 2. Describe the limited-reopener negotiation process
- 3. Distinguish the differences between a Graduate Student & Graduate Employee
- 4. Discuss updates to the CGE CBA
- 5. Successfully operationalize the CGE CBA updates within your unit

## **FOUNDATIONS**



## OSU- Employee and Labor Relations (ELR) Graduate Assistants Liaison: Carol Millie, Sr. ELRO

#### Who we support:

- academic faculty
- professional faculty
- graduate assistants
- classified employees
- supervisors, and administrators

#### What we do:

- Provide advice, guidance, & direction
- Consult on policy development & Interpretation
- Oversee employment-base policies & programs
- Seek to protect the university & university employees
- Liaise with labor unions

#### **Graduate Assistants:**

Primarily perform research and teaching services on a parttime basis while pursuing graduate-level degrees and are represented by the CGE.

## Coalition of Graduate Employees (CGE) Collective Bargaining Agreement (CBA)

#### The CGE CBA:

- Establishes labor agreements between OSU and Graduate Assistants/Employees
- Effective July 1, 2020, and expires June 30, 2024
- Article 3, Section 4: "..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 December 2021."
- University and CGE Union agreed to reopen and negotiate Articles 9, 11, 13, & 25



## Differentiating a Graduate Assistant & a Graduate Student

## **Student Categories at OSU**

**Undergraduate students** 

~28,697

**Graduate Students** 

~5833

**Graduate Assistants, Represented by CGE** 

~1800 employees

## REOPENER BARGAINING TIMELINE AND HIGHLIGHTS



## Partial Reopener Bargaining Timeline

December 2021:

CGE elected to reopen the CBA for the limited purpose of negotiating Articles 9, 11, 13,& 25

January 2022:

CGE & University negotiated Partial Reopener Bargaining Ground Rules

February 2022 through July 2022:

CGE & the University engaged in 12 bargaining sessions

July 6, 2022:

CGE and the University reached a Tentative Agreement

July 18, 2022: CGE ratified the Tentative Agreement

## ARTICLE SPECIFICS



Article 9: Appointments

## Updates to Article 9: Appointments

#### Section 2- Appointment Letter

- "If the Appointment Letter is not provided to the Graduate Employee thirty (30) calendar days prior to the start of employment, 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 the employment, without good cause, is a fifty (\$50.00) dollars paid directly to CGE to be dispersed at their discretion."

#### Section 3- Position Description and Work Assignment

- "If a Position Description is not provided to the Graduate Employee twenty (20) working days prior to the start of the term, 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, is fifty (\$50.00) dollars paid directly to the CGE to be dispersed at their discretion.

## Updates to Article 9: Appointments cont......

## Section 5- Hourly Work

 "Hourly Graduate Employees should not perform the full scope of job duties that were assigned to them as a Graduate Assistant, nor should they maintain the same level of decision-making responsibilities associated with the Graduate Assistant role. Hourly student positions cannot include teaching duties."

### Section 7- Audit

- "The University will must prepare a report of each audit, including the most recent Summer and academic year, and will 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."

Article 11: Salary

## Updates to Article 11: Salary

## Section 1: Monthly Salary Rate

- "The minimum full-time equivalent monthly salary rate will increase from \$4040 to \$4404 effective September 1, 2022, for fall term appointments."
- "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 and a 4.00% increase starting September 2023."

Employment Fraction (FTE)	Minimum Monthly Salary
0.30	\$1322
0.35	\$1542
0.38	\$1674
0.40	\$1762
0.45	\$1982
0.49	\$2158

## Updates to Article 11: Salary cont......

## Section 3- Employment Fraction (FTE)

- "Effective September 16, 2023, Graduate Employees will be appointed to a minimum FTE of 0.40."
- "The parties agree that work is to be distributed as evenly as possible over the thirteen-week employment period and that any work assigned before or after that 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."

## Updates to Article 11: Salary cont.......

#### LETTER OF AGREEMENT: HARDSHIP FUND

- "Effective September 16, 2022, the University shall increase the Hardship Fund by \$75,000."
- "Eligibility for these funds for <u>Graduate students</u> facing unexpected and 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, 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."

Article 13: Summer Session

## Updates to Article 13: Summer Session

## Section 1: Appointments (section titles are an update)

- "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, unless the employment opportunity becomes available less than forty-five calendar days prior to the start of the Summer Session 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 base rate for the Summer Session must be that of the previous academic year."

### Section 3: Funding Opportunities

• "A 'contingent summer offer' does not Employing units must notify the Graduate Assistant 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."

## Updates to Article 13: Summer Session

## Section 1: Appointments (section titles are an update)

- "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, unless the employment opportunity becomes available less than forty-five calendar days prior to the start of the Summer Session and the reason must be noted on the Appointment Letter."
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- "The minimum full-time equivalent monthly salary base rate for the Summer Session must be that of the previous academic year."

### Section 3: Funding Opportunities

• "A 'contingent summer offer' does not Employing units must notify the Graduate Assistant 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."

Article 25: Health & Safety

## Modifications to Article 25: Health & Safety

## Section 1: Mechanical, equipment, and workplace safety

- 1(a) Training: OSU will develop and assign annual required training on anti-harassment, and anti-bullying for GE and their supervisors
  - Time spent in required trainings will be counted as hours worked in the employment period.
- 1(b) Field Training: The anti-harassment and anti-bullying required training will include a module specific to field based work.
- 1(d) Worksite Conditions: GE will consult with their supervisor and applicable university resources, if the university's designated official determines hazardous condition at a field or primary job location.
  - Remote Work Agreement may be utilized if deemed an appropriate alternative by the supervisor.
- 1(e): GE may cease work before contacting their supervisor, in the event of extraordinary hazards the impose impending harm to the GE
- 1(f) Utilities: OSU acknowledges an obligation to provide and reasonably maintain appropriate utilities in University-controlled workplaces at no cost to the GE.



## THANK YOU TO ALL OF YOU FOR YOUR ASSISTANCE!

**Employee & Labor Relations Team** 



## Review Article 9: Appointments

## Question

- 1. How many calendar days prior to the start of employment must an Appointment Letter be provided to the Graduate Employee?
- 2. What is the sole and exclusive remedy available if an adjudicator determines that without good cause an appointment letter was not provided to the Graduate Employee on or before thirty (30) calendar days prior to start of employment?
- 3. How many working days prior to the start of the term must a Position Description be is not provided to the Graduate Employee?

## Review Article 11:

## Questions

- 1. Effective September 1, 2022, the minimum full-time equivalent monthly salary rate will increase to \$4,404 (T/F)
- 2.Graduate Employees meeting satisfactory academic progress standards, as determined by the Graduate School and the program of academic study, shall receive a minimum 4.75% increase on reappointment with the same employing unit. (T/F)
- 3. Hardship Funds are only available to Graduate Employees. (T/F)

## Review Article 13: Summer Session

### Questions

- 1. How many calendar days prior to the start of Summer Session must the Summer Session Appointment Letter be received by the Graduate Employee?
- 2. What is the sole and exclusive remedy available if an adjudicator determines that without good cause a Summer Session Appointment Letter was not provided to the Graduate Employee prior to the start of Summer Session

## Review Article 25: Health & Safety

### Questions

- 1. OSU will develop and assign annual required training on anti-harassment, and anti-bullying for Graduate Employees. (T/F)
- 2. The anti-harassment and anti-bullying required training will include a module specific to field-based work. (T/F)
- 3. A Graduate Employee may cease work before contacting their supervisor, in the event of extraordinary hazards that impose impending harm to the Graduate Employee. (T/F)