



Oregon State
University

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2023–2024 OSU–CGE Successor Bargaining Negotiations

2024-10-02

OSU Last, Best, Final Offer

2023–2024 OSU–CGE Negotiations
OSU LAST, BEST, FINAL OFFER
2024-10-02
OSU Last, Best, Final Offer

The below articles comprise OSU’s overall Last, Best, Final Offer following the mediation process. Proposals submitted during mediation were submitted as “mediation proposals” only, and were for the purposes of moving conversation forward during mediation. The below/attached includes OSU’s Last, best, and final offer following mediation, as a package proposal that reflects significant movement on the part of OSU, subject to conventions of package proposals.

The university’s offer includes an 8% increase in salary minimums and annual increases for returning graduate employees. OSU’s offer increases the university’s spending on graduate employee salaries by a compounded 16.22% over the proposed 5-year term of the agreement. This amounts to an estimated \$7,280,153 increase over the university’s current spending of \$44,878,156.

In addition to salaries, OSU currently provides graduate employees with an additional \$46,780,457 in tuition/fee reimbursements, remission, and employer contributions to health insurance.

Of the articles negotiated during this 2023-2024 Successor Bargaining negotiation period, the parties have reached tentative agreements (TA) on the following articles, which are incorporated in OSU’s Last, Best, and Final offer by reference but are not attached to this document.

- A. Article 1 Parties to the Agreement (TA 12/14/2023)**
- B. Article 2 Recognition (TA 09/13/2024)**
- C. Article 4 Complete Agreement (TA 07/26/2024)**
- D. Article 5 Separability (TA 07/26/2024)**
- E. Article 6 No Strike No Lockout (TA 09/13/2024)**
- F. Article 7 University Rights (TA 07/26/2024)**
- G. Article 8 Union Rights (TA 09/13/2024)**
- H. Article 10 Work Assignments (TA 09/13/2024)**
- I. Article 13 Summer Session (TA 09/13/2024)**
- J. Article 15 Evaluation (TA 07/26/2024)**
- K. Article 16 Personnel Files (TA 07/26/2024)**
- L. Article 19 Consultation/Labor Management Meetings (TA 07/26/2024)**
- M. Article 10 Election Days (TA 07/26/2024)**

- N. Article 21 Jury Duty (TA 07/26/2024)**
- O. Article 22 Transportation (TA 09/13/2024)**
- P. Article 23 Expenses (TA 07/26/2024)**
- Q. Article 26 Work-Related Injuries or Illness (TA 08/09/2024)**
- R. Article 27 Statutory Compliance (TA 06/06/2024)**
- S. Article 30 Sick Leave (TA 08/09/2024)**
- T. Article 31 Family Leave and Policies (TA 09/13/2024)**

Of the articles negotiated during this 2023-2024 Successor Bargaining negotiation period, the below articles remain open and the parties have not yet reached tentative agreement on the content. Proposals submitted during mediation were submitted by OSU as “mediation proposals” only, and were for the purposes of moving conversation forward during mediation. These articles reflect proposals related to both mandatory and permissive subjects of bargaining. OSU withdraws all mediation proposals that the parties have not reached a tentative agreement on, in their entirety, and submits the following articles which are incorporated in OSU’s Last, Best, and Final offer by reference as well as attached to this document.

Note: The parties did not agree to ground rules governing formatting of proposals. For the sake of simplicity and legibility, formatting in the attached proposals reflects deviation from current contract language.

- a) Article 3 Term of Agreement**
- b) Article 9 Appointments**
- c) Article 11 Salary**
- d) Article 12 Tuition Waiver**
- e) Article 14 Layoff**
- f) Article 17 Discipline and Discharge**
- g) Article 18 Grievance Procedures**
- h) Article 24 Non-Discrimination and Anti-Bullying**
- i) Article 25 Health and Safety**
- j) Article 28 Insurance**
- k) Article 29 Restrooms and Locker Rooms**
- l) Article 32 Stability (CGE proposed new article)**
- m) Letter of Agreement: Committee on Supervisor Training**
- n) Letter of Agreement: Hardship Fund**
- o) Letter of Agreement: Housing**

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD COST SUMMARY FORM

For ERB Use Only

Case No. _____

Date Filed _____

Projected Increase/Decrease in Each Year

(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Article 11 Section 1 - Monthly Salary Rate; Salary Minimums	-	\$301,829.00	\$301,829.00	\$301,829.00	\$301,829.00	\$301,829.00	\$1,509,145.00	Increase to minimum full-time equivalent monthly salary rates from \$4,404 to \$4,756, pro-rated by FTE, reflects an 8% increase to salary minimums. The current cost is based on Active FTE associated with salary levels in line 6b below. As this is an increase to salary minimums that are incorporated in overall salary numbers, the current cost is set to 0, and the estimated increase year over year is calculated as the cumulative cost paid each year over current salary minimum rates.
Article 11 Section 1 - Monthly Salary Rate; Increase for returning employees	\$44,829,970.00	\$1,805,930.00	\$821,698.00	\$836,078.00	\$850,709.00	\$1,360,223.00	\$5,674,638.00	Increase to salary for returning graduate employees each year of the contract at 4%; 1.75%; 1.75%; 1.75%; 2.75% for total compounded increase over term of proposed 5-year contract of 12.57%.
Article 12 - Tuition Waiver and Fee Remission	\$33,543,521.00	-	-	-	-	-	\$0.00	Current tuition remission set at exemption from payment of tuition up to 16 credit hours. Total cost 33,543,521. OSU does not propose increase, but includes this information in overall costing as actual cost for employment of graduate employees.
Article 12 - Tuition Waiver and Fee Remission; Section 3 SEVIS & Visa Fee Reimbursement	\$48,186.00	\$19,274.00	\$19,274.00	\$19,274.00	\$19,274.00	\$19,274.00	\$96,370.00	Increase to SEVIS/Visa reimbursements from \$500.00 per employee and employee's family, to \$700 per employee and employee's family. 106 current-year applications processed with \$48,186 awarded. With increase in reimbursement, anticipate 40% increase to payments approved annually. Calculations based on 40% increase to overall payments, recurring annually.

Article 12 - Tuition Waiver and Fee Remission; Section 4 DACA Support & Fee Reimbursement	-	-	-	-	-	-	\$0.00	Increase to DACA fee reimbursements from \$495.00 per employee, to \$600 per employee. No current year data available due to lack of applications, thus no ability to forecast anticipated budgetary impact.
Article 28 - Health Insurance; Section 3 Premiums and Contributions	\$13,236,936.00	-	-	-	-	-	\$0.00	Current contract language set at ninety percent (90%) of the cost of the "Graduate Employee Only" insurance premium and half of that administrative fees for each month in which the graduate employee qualifies. OSU proposes to maintain contribution at these levels. Current costs covered at the same level with nominal 0.20% increase to premium and contribution amounts in FY24/25
Letter of Agreement: Hardship Fund	\$125,000.00	-	-	-	-	-	\$0.00	Current Letter of Agreement indicates annual contribution of \$125,000. OSU proposes to maintain contribution to ensure funding annually at \$125,000. No cost increase, but total cost over the term of agreement reflects \$625,000 ongoing commitment over the proposed term of 5 years.
TOTAL (for each column)	\$91,783,613.00	\$2,127,033.00	\$1,142,801.00	\$1,157,181.00	\$1,171,812.00	\$1,681,326.00	\$7,280,153.00	Excluding tuition/fee reimbursements, remission, & employer contributions to health insurance, OSU's package proposal reflects an 16.22% compounded increase to graduate employee compensation.

1 2023-2024 OSU/CGE NEGOTIATIONS
2 OSU LAST, BEST, FINAL OFFER TO CGE
3 SEPTEMBER 26, 2024
4
5

Proposed Language/Restored
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OSU/CGE Accepted Language/Strike
Existing Contract Language

6 **ARTICLE 3 – TERM OF AGREEMENT**

7

8 **Section 1**

9 This agreement shall become effective upon ratification by the parties and expires on June 30, 2024
10 2029.

11

12 **Section 2**

13 For the purpose of negotiating a successor Agreement, either party may give written notice during the
14 period of August 1-30, ~~2023~~ 2028 of its desire to negotiate a successor agreement.

15 In the event that either party provides written notice of its intent to negotiate a successor Agreement,
16 the parties will arrange to meet within thirty (30) calendar days to discuss ground rules for the successor
17 negotiations including the schedule for the exchange of proposals and the formal commencement of
18 negotiations.

19

20 **Section 3**

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

24

25 **Section 4**

26 ~~Notwithstanding the provisions of Sections 1, 2 and 3 of this Article, either Party may elect to reopen this~~
27 ~~Agreement for the limited purpose of negotiating up to four articles selected by each Party. To invoke~~
28 ~~this reopener, a Party shall notify the other Party, in writing, during the period of December 1-31, 2021~~
29 ~~2025. Upon such written notice being provided, the Parties will meet within thirty (30) days to discuss~~
30 ~~ground rules for the reopened negotiations.~~

31

35
36 **ARTICLE 9 – APPOINTMENTS**

37 **Section 1 - Priority**

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

42

43 **Section 2 - Appointment Letter**

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

51

52 ~~If the Appointment Letter is not provided to the Graduate Employee thirty (30) calendar days prior to the~~
53 ~~start of employment, if any of the above deadlines are not met, the matter shall be resolved through the~~
54 ~~grievance process in accordance with the provisions of Article 18 – Grievance Procedures of this~~
55 ~~agreement. The parties agree that the sole and exclusive remedies available, if an adjudicator~~
56 ~~determines that an Appointment Letter was not provided on or before the deadline thirty (30) calendar~~
57 ~~days prior to the start of employment, without good cause, or by the deadline, unless the position~~
58 ~~became available after the deadline, is fifty-(\$50.00) dollars paid directly to CGE to be dispersed~~
59 ~~disbursed at their discretion. In addition, the Graduate Employee must receive the Appointment Letter~~
60 ~~within seven (7) calendar days of the determination. or by the start of employment, whichever comes~~
61 ~~first, provided the employment start date has not yet passed. However, if the employment start date is~~
62 ~~before the end of this seven (7) day period, the Graduate Employee must receive the complete~~
63 ~~Appointment Letter by the start of employment.~~

64

65 The Appointment Letter shall indicate an appointment ~~to a Graduate Assistantship~~ as a Graduate
66 Employee. A Graduate Employee’s ~~assignment~~ appointment type (e.g., whether they are a Graduate
67 Teaching Assistant or Graduate Research Assistant) may ~~be changed~~ vary between terms over the course
68 of a single appointment. The ~~appointment type assignment as either a Graduate Teaching Assistant or~~
69 ~~Graduate Research Assistant,~~ while not required at the time of appointment, should be noted on the
70 Appointment Letter for each term the ~~assignment~~ appointment type is known. The ~~assignment~~
71 appointment type may be modified by updating the Position Description in subsequent terms. If changes
72 have been made, including corrections to salary amount or FTE or changes to appointment type, a
73 Graduate Employee may request an updated Appointment Letter. Graduate Employee appointments

74 may be split between funding sources and duties as long as the aggregate appointment meets or
75 exceeds the minimum FTE up to ~~0.49~~ the maximum FTE as defined in Article 2 this Agreement.

76

77 Appointment Letters must include:

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

89

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

94

95 **Section 3 - Position Description and Work Assignment**

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

103 ~~If a Position Description is not provided to the Graduate Employee twenty (20) working days prior to the~~
104 ~~start of the term If this the above deadlines ~~are-is~~ not met, the matter shall be resolved through the~~
105 ~~grievance process in accordance with the provisions of Article 18 – Grievance Procedures of this~~
106 ~~agreement. The parties agree that the sole and exclusive remedies available, if an Adjudicator~~
107 ~~determines that a Position Description was not provided on or before ~~twenty (20) working~~ thirty (30)~~
108 ~~calendar days prior to the start of employment, unless the position became available after this deadline,~~
109 ~~is fifty (\$50.00) dollars paid directly to ~~the~~ CGE to be ~~dispersed-disbursed~~ at their discretion. In addition,~~
110 ~~the Graduate Employee must receive the complete Position Description within seven (7) calendar days of~~
111 ~~the determination. or by the start of employment, whichever comes first, provided the employment~~
112 ~~start date has not yet passed. However, if the employment start date is before the end of this seven (7)~~
113 ~~day period, the Graduate Employee must receive the complete Position Description by the start of~~
114 employment.

115

116 Position Descriptions must include:

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

126

127 ~~The Employer will provide employing units training on content and timeliness requirements associated~~

128 ~~with work assignments and position descriptions, as well as associated fees. The Employer will notify~~

129 ~~CGE of these trainings in advance and may review training materials and provide input regarding the~~

130 ~~training in advance.~~

131

132 **Section 4 - Appointment Duration**

133 Graduate Employees who are admitted to the University with an offer of support must be appointed for

134 an academic or fiscal year rather than term-to-term. In the exceptional case that an appointment is

135 made for a period less than the duration of the academic or fiscal year, the reason must be noted on the

136 Graduate Employee's Appointment Letter. Such cases include, but are not limited to, planned graduation

137 from the Employee's academic program.

138

139 In the event that a course or service must be canceled, the employing unit must reassign Graduate

140 Employees whenever possible, or lay off Graduate Employees in accordance with Article 14 when

141 reassignment is not possible. In this scenario, a Graduate Employee's appointment may be reduced

142 based on operational needs or by mutual agreement but must remain at or above the minimum FTE

143 designated in Article 11.

144

145 **Section 5 - Hourly Work**

146 Employing units must use salaried Graduate Employee appointments rather than hourly positions where

147 appropriate and supported by budget. Hourly Graduate Employees should not be required to perform

148 the full scope of job duties that were assigned to them as a salaried Graduate Employee Graduate

149 Assistant, nor ~~should will~~ they maintain the same level of decision-making responsibilities associated

150 with the salaried Graduate Employee-Graduate Assistant role. Hourly positions cannot include teaching

151 duties.

152

153 Recognizing that there are a variety of scenarios where faculty members or units have the resources and

154 interest in appropriately providing support to graduate students that is less than that of a salaried

155 Graduate Employee appointment, the University and the Union agree that hourly positions can be used

156 in circumstances that include (but are not limited to):

157

- 158 ● Work which is of limited duration (grading, tutoring, field assistance, etc.) or the work is
- 159 unrelated to instructional or research duties normally performed by Graduate Employees
- 160 (whether in the department of a Graduate Employee or in another department).
- 161 ● A position which is to supplement an appointment supported by a funding source other than
- 162 Education and General funds that does not provide a stipend equal to that of a Graduate
- 163 Employee’s stipend in the unit.
- 164 ● Summer session employment of graduate students.
- 165

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

169

170 **Section 6 - Job Announcements**

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

174

175 **Section 7 - Audit**

176 ~~The University agrees to audit appointments and positions each year to document use of single-term~~
 177 ~~appointments, graduate hourly student worker positions, and any variances from the agreements. The~~
 178 ~~University must prepare a report of each audit, including the most recent including the most recent~~
 179 ~~Summer and academic year, and send it to the Union on or before the last day of Spring Term. The~~
 180 The University agrees to conduct an audit each year, documenting in writing the use of single-term
 181 appointments, graduate hourly positions, and any variances from the agreements of this Article during
 182 the most recent Summer and academic year, and send it to the Union on or before the last day of Spring
 183 Term. The audit must include the start and end dates of all positions, the employing unit of each
 184 Graduate Employee, the type of position (Graduate Assistantship or hourly appointment), and the FTE
 185 for appointments or the total hours worked for hourly positions. If a unit has recurring issues with
 186 meeting timely notice or the unapproved use of single term or hourly appointments, the University must
 187 work with the Provost and Dean of the employing department to ensure that a plan is in place to meet
 188 expectations for subsequent Graduate Employee appointments.

189

190 **Section 8 - Training**

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

195

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200 **ARTICLE 11- SALARY**

201

202 **Section 1 – Monthly Salary Rate**

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

206

Employment Fraction (FTE)	Minimum Monthly Salary
0.30	\$1322
0.35	\$1542
0.38	\$1674
0.40	\$1762 \$1761
0.45	\$1982 \$2140
0.49	\$2158 \$2330
1.0 Equivalent	\$4756

207

208 Employing units reserve the right to set their full-time equivalent monthly salary rate at a higher level.
209 The monthly salary is determined by multiplying the full-time equivalent monthly salary rate by the
210 employment fraction as specified in Section 3. The University shall not reduce the monthly salary rate of
211 ~~bargaining unit returning Graduate eEmployees~~ reappointed in a subsequent year within the same
212 employing department. **Salary minimums will be implemented following any other adjustments.**

213

214 Beginning September 16, ~~2024-2022~~, **and continuing each year thereafter for the duration of the**
215 **contract**, all returning Graduate Employees, upon reappointment within the same employing unit who
216 meet satisfactory academic progress standards, as determined by the Graduate School and the program
217 of academic study, shall receive ~~an increase to their monthly full-time equivalent salary rate a minimum~~
218 ~~4.75% increase starting September 2022 and a minimum 4.00% increase starting September 2023.~~ **For**
219 **the year beginning September 16, 2024, the applicable increase will be at least 4.0%. For the year**
220 **beginning September 16, 2025, the applicable increase will be at least 1.75%. For the year beginning**
221 **September 16, 2026, the applicable increase will be at least 1.75%. For the year beginning September**
222 **16, 2027, the increase will be at least 1.75%. For the year beginning September 16, 2028, the increase**
223 **will be at least 2.75%.**

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Section 2 – Employment Period

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

Section 3 – Employment Fraction (FTE)

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

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

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

Graduate Employees appointed at 0.49 FTE for a 9-month academic year will not exceed two hundred fifty-five (255) hours per quarter or a total of seven hundred sixty-five (765) hours in a nine (9)-month duration, or one thousand and twenty (1020) work hours in a 12-month duration. The parties agree that work is to be distributed as evenly as possible over the thirteen (13)-week employment period and that any work assigned before or after that thirteen (13)-week period must be mutually agreed upon by the Graduate Employee and their supervisor, and if the Graduate Employee is required to work, then the Graduate Employee will be compensated for the additional work at their regular salary rate.

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

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

266

267 **Section 4 – Adjustments to Employment Fraction (FTE)**

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

275

276 **Section 5 – Substitute Work**

277 Graduate Employees substituting for the work of another Graduate Employee under Article 30: Sick
 278 Leave, shall be compensated at the hourly rate corresponding ~~to the monthly minimum salary~~
 279 ~~established in Section 1 of this Article~~ the monthly salary as defined in Section 1 of this Article. In
 280 no case shall a Graduate Employee work over 255 hours per term. Graduate Employees may not work in
 281 excess of their available substitute hours each term without an adjustment to their FTE and sick leave
 282 accrual.

283

284

Employment Fraction (FTE) Maximum Substitute Hours Available per Term

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

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291 **ARTICLE 12 – TUITION WAIVER AND FEE REMISSION**

292

293 **Section 1 - Tuition Remission**

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

300

301 **Section 2 - Fee Remission**

302 Graduate Employees appointed at the minimum FTE as defined within this Agreement ~~appointed at a~~
303 ~~minimum 0.3 FTE, until September 2021 when the minimum FTE will become 0.35 FTE, and then until~~
304 ~~September 2022 when the minimum FTE will become 0.38~~ will have 90% of mandatory fees, as defined
305 in the Academic Year Fee Book, remitted each term, including Summer. If the building, bad debt, and
306 contingency fees exceed 10% of all mandatory fees, the University agrees to remit the total amount of all
307 other mandatory fees. Graduate Employees appointed at the minimum FTE as defined within this
308 Agreement ~~appointed at a minimum FTE, until September 2021 when the minimum FTE will become~~
309 ~~0.35 FTE, and then until September 2022 when the minimum FTE will become 0.38~~ will have 100% of the
310 E-Campus distance education fee remitted each term, including Summer.

311

312 **Section 3 - SEVIS and Visa Fee Reimbursement**

313 Graduate Employees who pay a SEVIS and/or visa fee shall be reimbursed upon request and proof of
314 payment unless that fee has already been paid or reimbursed by another source. The University agrees
315 to reimburse actual cumulative expenses (totalled over the duration of the employee's enrollment at
316 OSU) in SEVIS and/or visa fees, including all ~~all~~ visa renewal fees and associated travel costs, up to a
317 maximum of ~~\$700~~\$500. This benefit will be extended to cover a Graduate Employee's eligible dependent
318 or spouse/partner (consistent with the definition of eligible dependent or spouse/partner within this
319 Agreement Article 28, Section 1) to cumulative expenses not to exceed \$700~~\$500~~. To qualify, a Graduate
320 Employee must meet the following criteria:

321

322 a.) received an official Graduate Assistant offer letter (can include pre-admit letters) at or prior to the
323 time the fee was incurred; and

324 b.) be a Graduate Employee at the time the reimbursement is requested.

325

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

328

329 **Section 4 - DACA Support and Fee Reimbursement**

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

334

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

338

339 a.) received an official Graduate Assistant offer letter (can include pre-admit letters) at or prior to the
340 time the fee was incurred; and

341 b.) be a Graduate Employee at the time the fee is assessed reimbursement is requested.

342

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

345

346 **Section 5 - Enrollment Requirement**

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

354

355 **Section 6 – Summer Session Enrollment**

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

358

359 **Section 6 7- Establishment of Tuition**

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

362 2023-2024 OSU/CGE NEGOTIATIONS
363 OSU LAST, BEST, FINAL OFFER TO CGE
364 SEPTEMBER 26, 2024

Proposed Language/Restored
~~Proposed Strike/Declined Language~~
OSU/CGE Accepted Language/Strike
Existing Contract Language

365
366 **ARTICLE 14 – LAYOFF**

367

368 **Section 1**

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

372

373 **Section 2**

374 Order of layoff will be based on reasonable criteria. Layoff shall be implemented by providing Graduate
375 Employees and CGE with as much written notice of separation as possible, but no fewer than ~~fifteen (15)~~
376 30 calendar days before the effective date stating the reasons for layoff.

377

378 **Section 3**

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

382

383 **Section 4**

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

386

387 2023-2024 OSU/CGE NEGOTIATIONS
388 OSU LAST, BEST, FINAL OFFER TO CGE
389 SEPTEMBER 26, 2024

Proposed Language/Restored
~~Proposed Strike/Declined Language~~
OSU/CGE Accepted Language/Strike
Existing Contract Language

391 **ARTICLE 17 – DISCIPLINE AND DISCHARGE**

392

393 **Section 1 – Principles of Discipline**

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

398

399 **Section 2 – Notice of Discipline**

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

406

407 **Section 3 - Written Records**

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

414 **Section 4 - Rebuttal**

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

417

418 **Section 5 - Removal of Records**

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

424 employing unit is the employee’s supervisor, the Graduate Employee may forward the request to the
425 head of Employee and Labor Relations, or their designee.

426

427 **Section 6 – Grievance of Disciplinary Action**

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

435

436 **Section 7 – Loss of Student Status**

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

442

443 **Section 8 – Reinstatement of Job Duties Upon Return from Leave**

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

448

449 **Section 9 - Protection from Retaliation**

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

457

461
462 **ARTICLE 18 – GRIEVANCE PROCEDURES**

463

464 **Section 1**

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

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

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

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

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

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

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

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

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

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

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

503

504 **Section 2**

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

509

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

519

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

526

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

533

534 **Section 3**

535 To advance a grievance to arbitration:

536

- 537 (a) The Union must notify the University of its decision to arbitrate within ~~twenty-one (21)~~ thirty
538 (30) calendar days of receipt of the Step 3 response or if no response was received within
539 ~~twenty-one (21)~~ thirty (30) calendar days from when the response was due.
- 540 (b) Within fifteen (15) calendar days from the Union's notification of intent to arbitrate, the Union
541 will notify the Federal Mediation and Conciliation Service (FMCS)-of the dispute and request a
542 list of arbitrators-that shall be specifically limited to Oregon, Washington, and Idaho arbitrators.
543 Within 30 calendar days of receiving the list of arbitrators, ~~the~~ parties shall attempt to reach
544 agreement on a permanent panel of arbitrators and a process for using such arbitrators. In the
545 absence of agreement on such a panel and process, the current selection process will be
546 retained and the Union will request a list of five (5) arbitrators from the Employment Relations
547 Board. The parties will ~~then~~ alternately strike names, one at a time. The party striking the first
548 name will be determined by the flip of a coin. The last remaining name shall be the arbitrator
549 selected to hear the current grievance.
- 550 (c) The arbitrator shall have authority to hear and rule on issues which arise over arbitrability. Such
551 issues if raised must be heard prior to hearing the merits of the grievance advanced to
552 arbitration. The parties may mutually agree to allow the arbitrator to take procedural issues
553 under advisement and to proceed with the hearing on the merits. If the arbitrator rules the
554 grievance is non-arbitrable, they shall not issue a ruling on the merits.
- 555 (d) If either party requests that post-hearing briefs be filed, the arbitrator shall set the date for
556 submission of those briefs.
- 557 (e) The parties agree that the decision and award of the arbitrator shall be final and binding. The
558 arbitrator shall have no authority to rule contrary to or change any of the terms of this
559 Agreement.
- 560 (f) The arbitrator shall have no authority to hear or decide any grievance relating to an academic
561 decision or judgment concerning the employee as a student. The arbitrator shall have no
562 authority to reinstate an employee who is no longer a student or otherwise does not meet the
563 criteria to be a Graduate Employee.
- 564 (g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration.
565

566 **Section 4**

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

570

571 **Section 4.5**

572 If a Graduate Employee feels that they have been harassed, discriminated, or retaliated against, the
573 employee ~~may should~~ report the incident to the University Office of Equal Opportunity and Access

574 (EOA). ~~Under these conditions, t~~The Graduate Employee may ~~choose to~~ request a Union representative
575 to assist in reporting the incident and attending any meetings the Graduate Employee may have with
576 EOA. A Graduate Employee may provide the Union with a copy of an outcome letter, when applicable.

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

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

586

587 **Section 5-6**

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

591

596
597 **ARTICLE 24 – NONDISCRIMINATION AND ANTI-BULLYING**

598
599 **Section 1**

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

606
607 All allegations or reports of discrimination or bullying involving Graduate Employees (including, but not
608 limited to, harassment and sexual harassment) should be reported as outlined in Article 18 Section 4.

609 **Section 2**

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

615
616 **Section 3**

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

620
621 **Section 4**

622
623 The Office of Equal Opportunity and Access (EOA) will engage with the Graduate Employee’s
624 request(s) for accommodation within fifteen (15) business days ~~with communication being provided~~
625 ~~to the requesting Graduate Employee.~~ In order to best accommodate the Graduate Employee’s
626 request, EOA may ask for supporting medical documentation. If the Graduate Employee is unable to
627 provide medical documentation, EOA and the Graduate Employee will work on an alternative method
628 to identify a reasonable accommodation in accordance with state and federal law governing disability
629 accommodations.

630
631 **Section 5**

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

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

634

635 **Section 6**

636 Graduate Employees who request a change in name using the University’s “name-in-use” policy will

637 have their requested name-in-use be uniformly and automatically applied to all

638 University-controlled documents, course catalogs, email accounts, etc. where their name is used. The

639 university has an expectation that when a graduate employee completes the formal process for

640 name-in-use (preferred name) change, the university will honor such change. If requested in writing

641 to Employee and Labor Relations, by the Graduate Employee, Employee and Labor Relations will also

642 inform any current supervisor(s) of the Graduate Employee as to the change when it is put into effect.

643 The Union recognizes that there are documents that the University must maintain consistent with

644 state and federal law and that the University does not control all aspects of those documents.

645

651 **ARTICLE 25 – HEALTH AND SAFETY**

652

653 **Section 1 - Mechanical, equipment, and workplace safety**

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

657

658 (a) Training: The department shall see that Graduate Employees are properly instructed

659 and supervised in the safe operation or handling of any machinery, tools, equipment,
660 process, or practice which they are authorized to use or apply during the course and scope
661 of their employment and in the proper handling of dangerous or toxic substances. ~~OSU will~~
662 ~~develop and assign annual required training on anti-harassment and anti-bullying for~~
663 ~~Graduate Employees and their supervisors. A CGE representative will be invited to review~~
664 ~~these trainings and make recommendations for the appropriateness of these trainings.~~

665

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

669

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

678

679 (c) Equipment: It is the responsibility of the University to provide, at no cost to the

680 Graduate Employee, all necessary personal protective equipment (PPE) required for the safe
681 and healthy execution of their duties, including work in the field, as well as training in the
682 proper use of any issued PPE. For Graduate Employees participating in field work, this may
683 include emergency contact equipment appropriate to the work that is being performed.

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(d) Worksite Conditions: As determined by the university’s designated official, if there are, or are anticipated to be hazardous conditions (e.g., including but not limited to severe weather, low air quality, or fire) at a field location or the primary job location that impedes or may impede the Graduate Employee’s ability to perform the assigned work, a Graduate Employee will consult with their supervisor and the applicable University resources for further guidance. In some instances, a Remote Work Agreement may be utilized if deemed an appropriate alternative by the supervisor.

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

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

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

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

Section 2 - Safety and health committees

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

720 2023-2024 OSU/CGE NEGOTIATIONS
721 OSU LAST, BEST, FINAL OFFER TO CGE
722 SEPTEMBER 26, 2024
723
724

Proposed Language/Restored
Proposed Strike/Declined Language
OSU/CGE Accepted Language/Strike
Existing Contract Language

725 **ARTICLE 28 – HEALTH INSURANCE**

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

728 **Section 1 - Mandatory Enrollment**

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

736 A Graduate Employee may choose to enroll their partner, children, or family in the University health
737 insurance plan. The enrollment form must be submitted to University Human Resources within the first
738 thirty (30) calendar days of the start of the appointment-

739 Unless there is a break in the Graduate Employee’s health insurance coverage, all previously enrolled
740 dependents will be automatically enrolled in the subsequent term for which the Graduate Employee is
741 eligible for health insurance, including Summer Session. If a family member should not be re enrolled,
742 the Graduate Employee must submit a new enrollment form to University Human Resources within the
743 first thirty (30) calendar days of the start of the appointment, or before May 1st for Summer Session.

744 **Section 2 - Waiver of Enrollment**

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

750

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

- 757 ● The reasons that their plan is not considered equivalent

- 758 ● Contact information for the Union
- 759 ● The opportunity to discuss the decision with University Human Resources and their chosen Union
- 760 representative, with a member of Employee and Labor Relations present.

761

762 **Section 3 - Premiums and Contributions**

- 763 a) Effective ~~September 16, 2019 through September 15, 2024~~ September 16, 2024 and continuing
- 764 each year thereafter for the duration of the contract, the University shall contribute ninety
- 765 percent (90%) of the cost of the 'Graduate Employee only' insurance premium and half the
- 766 administrative fees for each month in which the Graduate Employee qualifies.
- 767 b) The University shall contribute to the cost of the enrolled Graduate Employee's partner or child or
- 768 family premium at the same rates mentioned in Section 3(a) of this Article for each month in
- 769 which the Graduate Employee qualifies.
- 770 c) The University shall continue to contribute to the cost of the 'Graduate Employee only' premium
- 771 and administrative fees at the same rate as the previous term for each month in which the
- 772 Graduate Employee is on approved medical leave, up to three months for an approved
- 773 continuous medical leave of absence.
- 774 d) The University shall continue to contribute to the cost of the enrolled Graduate Employee's
- 775 Partner or child or family premium at the same rate as the previous term for each month in
- 776 which the Graduate Employee is on approved medical leave, up to twelve (12) weeks for an
- 777 approved continuous medical leave of absence.
- 778 e) The Graduate Employee's portion of the premium is due and payable at the first of each month
- 779 during the Graduate Employee's employment period.
- 780 f) Graduate Employees who waive coverage under the University health plan are not eligible to
- 781 receive the University's contribution.

782

783

784

785

786 **Section 4 - Summer Session Coverage**

- 787 a) To be eligible for summer coverage, a Graduate Employee must have a Fall, Winter, or
- 788 Spring Term appointment in the current academic year and be enrolled in the Graduate
- 789 School for either the Summer Session or the following Fall Term.

790 a) The University shall contribute to the cost of Summer Session 'Graduate Employee only' health

791 insurance coverage at the same rates mentioned in Section 3(a) of this Article.

792 b) The University shall contribute to the cost of the Graduate Employee's partner or child or family

793 Summer Session coverage at the same rates mentioned in Section 3(a) of this Article.

794 c) Graduate Employees enrolled on the University health insurance plan and employed any term

795 during the previous academic year will be automatically enrolled in Summer Session health

- 796 insurance unless they file to graduate in the Spring Term or submit a Summer Session insurance
797 opt-out form before May 1st.
- 798 d) The Graduate Employee's health insurance coverage level for Summer Session will match the
799 coverage level during their last prior appointment period, either 'Graduate Employee only',
800 family, partner, or child, unless they make these changes by May 1st or have a qualifying life
801 event that allows for dependent enrollment changes to be made.
- 802 e) One-ninth of the total Summer Session health insurance for the appropriate level of coverage will
803 be deducted from each of the Graduate Employee's monthly paychecks during the academic
804 year, beginning in October.
- 805 f) Graduate Employees who wish to opt out of Summer Session coverage must submit an opt out
806 form by May 1st. For all Graduate Employees who opt out of Summer Session coverage or
807 graduate, the Graduate Employee contribution for Summer Session coverage that was previously
808 deducted will be refunded in the June payroll.
- 809 g) The University will be held harmless if the Graduate Employee fails to opt-out or fails to change
810 their dependent enrollment information before the deadline.
811

812 **Section 5 - Failure to Comply**

- 813 a) Should a Graduate Employee receive health insurance coverage through the Summer Session and
814 not return in Fall Term, for reasons other than graduation, they can be held responsible for
815 reimbursing the University for the employer's contributions.
- 816 b) If a Graduate Employee fails to provide a waiver to opt-out of health insurance ~~by October 1 for~~
817 ~~Fall Term, January 1 for Winter Term, April 1 for Spring Term, or May 1 for Summer Session~~
818 within the first thirty (30) calendar days of the start of the appointment, they will be
819 automatically enrolled in the University health insurance plan.
820

821 **Section 6 - Plan Administration**

- 822 a) The Graduate Employee health insurance plan shall be administered by University Human
823 Resources with advice from the joint Graduate Employee Health Insurance Advisory Council
824 (HIAC). The HIAC shall ~~be comprised~~ consist of three (3) Graduate Employee members selected
825 by the Union and three (3) members selected by the University and shall meet at least once per
826 academic term excluding Summer Session.
- 827 b) The University will contract with a health insurance consultant to assist with administration of the
828 University health insurance plan. The University will pay all costs for the contracted consultant.
- 829 c) The Union agrees that its right to bargain future benefit contribution rates pertains only to
830 bargaining unit members.
831

832 **Section 7 - Notice of Rate Increase**

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

836

837 2023-2024 OSU/CGE NEGOTIATIONS
838 OSU LAST, BEST, FINAL OFFER TO CGE
839 SEPTEMBER 26, 2024
840
841

Proposed Language/Restored
Proposed Strike/Declined Language
OSU/CGE Accepted Language/Strike
Existing Contract Language

842 **ARTICLE 29 – RESTROOMS AND LOCKER ROOMS**

843

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

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

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

855

856 2023-2024 OSU/CGE NEGOTIATIONS
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859
860

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861 **ARTICLE 32 – Stability**

862 *[CGE Proposed Article 32 – Stability: CGE Withdrew in mediation, subject to further discussion on OSU*
863 *Proposed Letters of Agreement relating to elements of this proposed article, included below. Prior letters*
864 *of agreement have sunset by their terms. OSU has declined addition of new Article 32 in its entirety and*
865 *has proposed to revive language in new letters of agreement, below, formatted to indicate deviation*
866 *from prior letters of agreement.]*

867 **LETTER OF AGREEMENT: HARDSHIP FUND**

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

871 The CGE may provide input on eligibility criteria. This hardship fund will be ~~established starting Academic~~
872 ~~Year 2021-22 and~~ administered on an ongoing basis through the Graduate School who will keep the
873 names of all award recipients anonymous. ~~In the first year, the University will provide \$50,000 for the~~
874 ~~fund and will evaluate need and utilization in subsequent years.~~ The University will maintain funding of
875 one hundred and twenty-five thousand dollars (\$125,000.00) annually. ~~for the fund and will evaluate~~
876 ~~need and utilization in subsequent years.~~ If there are sufficient qualifying requests, at least fifty percent
877 (50%) of the funds will be awarded to applicants who also hold Graduate Employee appointments.
878 ~~Effective September 16, 2022, the University shall increase the Hardship Fund by \$75,000.~~ Eligibility for
879 these funds for Graduate students facing unexpected and immediate economic hardship that
880 significantly affects their academic progress in their current degree program at Oregon State University
881 includes, but is not limited to: housing insecurity, employment accessibility, health emergencies,
882 unexpected family situations, access to academic materials/resources, childcare expenses, etc.

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

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

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

- 892 1) The number of applications received;
893 2) The number of applications accepted;
894 3) Aggregated general reasons for rejection of any rejected applications;
895 4) Total amount of funds disbursed; and

896 5) The percent of disbursed funds that were allocated to Graduate Employees.

897

898 **LETTER OF AGREEMENT: HOUSING**

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

908

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

911