

Coalition of Graduate Employee (CGE) 2008-2012 Contract Changes Agreement

Effective October 9, 2008, Graduate Employees unanimously voted to ratify the contract tentatively agreed to between CGE and OSU Administration. There are many changes to the bargaining agreement that will impact you if you employ graduate bargaining unit employees.

Deb Fernandez, Human Resources Officer and Jeri Hemmer, Associate Director were joined with another outstanding bargaining team, which represented Administrations interests. Administrations bargaining team members include: Martin Fisk, Associate Dean representing the Graduate School; Ling-Jung Koong, Professor Animal Sciences representing Veterinary Medicine; James Lundy, Executive Associate Dean College of Engineering; Michael Oriard, Associate Dean College representing Liberal Arts; and, Kenneth Williamson, Professor and Head School of Chemical, Biological and Environmental Engineering.

Please review the changed language. If you have questions, please Jeri Hemmer at 737-0547.

Significant Highlights:

Ratification Date: October 9, 2008 through June 30, 2012.

ARTICLE 8 – UNION RIGHTS

Section 9 – Electronic Mail

CGE will have access to email.

Section 10 – Orientation

CGE bargaining unit employees will have access to union steward for new Graduate Assistant orientation. The union representative will have fifteen (15) minutes to meet with new Graduate Assistant employees in a department meeting space according to current building use policies as long as the space is available and scheduling has occurred in accordance with Department policies or guidelines. This meeting is subject to prior supervisory approval and operational needs. The new employee orientation will be scheduled for fifteen (15) minutes; with the employer's and the employees' consent, the meeting can be extended to 30 minutes.

Section 12 – Information

Departments will need to make available to the Office of Human Resources a list of working locations that provide the employing department's locations where available.

Section 13 – Fair share

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

ARTICLE 9 – APPOINTMENTS

Section 2, Departments shall give as much notice as possible in providing letters of appointment and all documents necessary to initiate employment, and state the terms of employment, (including an approximation of mandatory fee's based on the previous year's assessment), preferably no later than thirty (30) days prior to the start of employment.

IMPORTANT NOTICE: Hiring paperwork must be received in the Office of Human Resources NO later than thirty (30) days prior to the start date of the employee. Failure to give an employee advanced notice can result in a grievance. First step grievances require a meeting with the Head of the Administrative Unit. The Office of Human Resources will visit with employing departments when hiring paperwork is untimely.

ARTICLE 10 – WORK ASSIGNMENT

Section 2. Departments shall give as much notice as possible in providing work assignments, preferably not less than fifteen (15) calendar days prior to the start of classes. If you have not identified the work assignment when the offer letter is provided, Departments will need to do so at least fifteen days prior to the start of the classes.

Section 5. Work Space. Departments shall provide Graduate Employees with work space and equipment to perform their duties. This does not require you to provide incidental equipment such as a fax machine for one Graduate Employee. If using a computer and other equipment is necessary to do the job that equipment and work space must be made available for the Graduate employee use.

ARTICLE 11 – SALARY

Section 1. Monthly Salary Rate.

Employee's appointed at a full-time equivalent monthly salary rate of \$3,164 or less shall receive a three percent (3%) increase upon their initial reappointment annually.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

Please note: There are significant changes to this article. Please review the full text to ensure that you are aware of the changes.

Section 1. All conversations that entail coaching should be conducted in private. The change in language references disciplinary action, but there was significant discussion about how Graduate Employees perceived coaching conversations as disciplinary. When you enter into a critical conversation, ensure that you are doing so in private.

Section 5. The Dean of the Graduate School is removed as the recipient of letters of disciplinary action and from the grievance process. The University President or his designee (the Office of Human Resources) will receive disciplinary letters, respond to grievances and meet for consultation as described in Article 19.

ARTICLE 18 – GRIEVANCE PROCEDURE

Please note: There are significant changes to this article. Please review the full text to ensure that you are aware of the changes.

Section 1. The timeline to file a grievance is now thirty calendar days of the date the grievant or Union knew or should have known of the facts giving rise to the alleged grievance.

At the request of either party, a meeting between the Union and the University's representative will take place at any step of the grievance procedure.

Step 1: the head of the administrative unit shall respond in writing within thirty calendar days. Should the head of the administrative unit also be the Grievant's academic advisor, the grievance shall be filed at step-2.

Step 2: Should a grievance not be resolved at Step 1, the employee or Union may file the grievance with the University President or his/her designee within thirty calendar days.

Step 3: Should the grievance not be resolved at Step 2, the employee or Union may file the grievance with the OUS Labor Relations Division within thirty days.

ARTICLE 19 – CONSULTATION

The Union will meet with the Director of Human Resources or hi/her designee. Matters related to grievance(s) or arbitration shall be handled pursuant to Article 18.

NEW ARTICLE – INSURANCE

Please note: This is a new article. Please review the full text to ensure that you are aware of the Department's obligation.

Section 1 – Mandatory Enrollment

All appointments of 0.20 FTE or greater are required to enroll in the University health insurance plan. All forms must be submitted to University Student Health Services in order to meet this requirement. If the appointment is renewed on a term-by-term basis the graduate assistant must submit a health insurance enrollment form prior to each term her/she is appointed.

Section 2 – Waiver of Enrollment

A graduate assistant may waive enrollment.

Section 3 – Premiums and Contributions

The University shall contribute 85% of the cost of the 'graduate assistant only' premium and half the administrative fees for each of the three terms.

The University shall contribute 50% of the cost of the 'graduate assistant only' premium and half the administrative fees for summer session coverage. This coverage is voluntary and requires only one appointment in the previous academic year; however, this is only effective in May 2009 for those 'graduate assistants' with a spring term appointment. Those with appointments with any term appointment will be effective May 2010.

Section 4 – Failure to Comply

If a graduate assistant fails to comply with Section 1 or Section 2 of this new Article within 30 days of his/her appointment begin date, the University may revoke the graduate assistant's appointment due to failure to comply with the terms and conditions of the appointment.

Letter of Agreement Fees

The University agrees to continue Study Resource/Program Related fees at the levels set in the 2003-04 Academic year.

Letter of Agreement – Differential

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

Below are the actual changes to contract changes.

ARTICLE 3 - TERM OF AGREEMENT

This agreement become effective upon ratification by the parties **(October 9, 2008) and expires on June 30, 2012.**

Either party to the Agreement for the limited purpose of negotiating may open four articles selected by each Party. Two additional articles can be opened by either party through Article 19 – Consultation. **To invoke this reopener, a Party shall notify the other Party, in writing, during October 2009.** Upon

such written notice being provided, the Parties will meet within thirty (30) days to discuss ground rules for the reopened negotiations.

ARTICLE 8 - UNION RIGHTS

Section 9 represents new language:

Section 9. Electronic Mail. Union representatives and bargaining unit employees, shall be allowed to use the University's electronic mail system for Union business in accordance with the following conditions:

- (a) Use of the University e-mail system shall be on the employee's non-work time.
- (b) The Union, its representatives, and bargaining unit employees agree to abide by the University's Acceptable Use Policy in effect on June 13, 2008.
- (c) The Union will hold the Employer harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Employer, Union or its agents (including Union staff, Union Officers and stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this Article.

The Oregon State University System shall not bar the free transmission of electronic mail between Union electronic mail servers and OSU electronic mail servers.

Section 10. Orientation.

Changes in this section are underlined.

Upon receiving at least seven (7) days in advance a request from the Union that a representative desires to attend a departmental new Graduate Assistant orientation, the orientation sponsor will provide the representative with fifteen (15) minutes on the agenda. The Union representative will be informed of the time and location of his/her presentation and will be allowed to distribute union material.

If the department does not conduct a new Graduate Assistant orientation, a Union Representative may request to meet with the new employees who are in the bargaining unit. The department will provide meeting space according to current building use policies as long as the space is available and scheduling has occurred in accordance with Department policies or guidelines. Subject to prior supervisory approval(s) and operational needs regarding scheduling, the employee(s) will be permitted to meet with a Union representative on work time. The new employee orientation will be scheduled for fifteen (15) minutes; with the employer's and the employees' consent, the meeting can be extended to 30 minutes.

Section 12. Information.

Changes in this section are underlined, language omitted is struck through.

~~(a) Within fourteen (14) days from the beginning of classes each term, through summer term 2005, the University will provide all bargaining unit employees with a Release of Information Form. This form will allow bargaining unit employees to signify authorization or non-authorization for the University to release information to the Union. Such information will include: name, home and campus addresses and telephone numbers, status as a TA or RA, employing department, FTE, length of appointment and salary. The release of information will remain in effect while the graduate assistant is in a bargaining unit position, through summer term 2005, unless the graduate assistant rescinds the release in writing or suppresses his/her directory information.~~

~~(b)~~

(a) As a condition of appointment to a graduate assistant position determined to be in the bargaining unit, or upon reappointment of a currently appointed graduate assistant to a position determined to be in the bargaining unit, the graduate assistant will be required to sign a consent authorizing the University to disclose to the union the employee's FTE (Full Time Employment Fraction) and bargaining unit status. Additionally, bargaining unit graduate assistants will be asked to sign a voluntary consent to a release authorizing the University to provide their salaries to the union. These consents shall remain in effect only while the graduate assistant is in a bargaining unit position.

~~(e) (b)~~ Within thirty (30) days from the beginning of classes for each term, the University will provide the Union the following directory information for all bargaining unit graduate assistants who have not suppressed their directory information: Name, current mailing address and telephone number, email address, employing department, campus office address, and status as a graduate teaching assistant or graduate research assistant and their hours of service, and, for those graduate assistants who have signed a consent to release, bargaining unit status, salary, and FTE. ~~(Release of "hours of service" becomes effective upon modification to the University's definition of directory information as noted in the letter of agreement on Information.)~~

~~(d) (c)~~ Within (30) days from the beginning of classes for each term, the University will provide the union with directory information of graduate assistants not in the bargaining unit who have not suppressed their directory information.

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

~~(a)~~ Within fourteen (14) days from the beginning of classes each term, through summer term 2005, the University will provide all bargaining unit employees with a Release of Information Form. This form will allow bargaining unit employees to signify authorization or non-authorization for the University to release information to the Union. Such information will include: name, home and campus addresses and telephone numbers, status as a TA or RA, employing department, FTE, length of appointment and salary. The release of information will remain in effect while the graduate assistant is in a bargaining unit position, through summer term 2005, unless the graduate assistant rescinds the release in writing or suppresses his/her directory information.

~~(b)~~

~~(a)~~ As a condition of appointment to a graduate assistant position determined to be in the bargaining unit, or upon reappointment of a currently appointed graduate assistant to a position determined to be in the bargaining unit, the graduate assistant will be required to sign a consent authorizing the University to disclose to the union the employee's FTE (Full Time Employment Fraction) and bargaining unit status. Additionally, bargaining unit graduate assistants will be asked to sign a ~~voluntary consent~~ to a release authorizing the University to provide their salaries to the union. These consents shall remain in effect only while the graduate assistant is in a bargaining unit position.

~~(e) (b)~~ The University will provide the union a list of new employees hired during the previous month and who have not suppressed their directory information on the 16th of the each month. The list shall contain the name, status as a GTA or GRA, employing department FTE and salary.

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

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

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

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

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

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

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

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

ARTICLE 9 - APPOINTMENTS

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

Section 2. Upon appointment, the employing unit will provide the Graduate Assistant with details of the appointment (duration, FTE, salary, evaluation, tuition waiver, benefits, and bargaining unit status).

Departments shall give as much notice as possible in providing letters of appointment and all documents necessary to initiate employment, and state the terms of employment, preferably no later than thirty (30) days prior to the start of employment.

If specific duties to be assigned and bargaining unit status are not known at the time of appointment, the employing unit will notify the Graduate Assistant of those details within fifteen (15) working days prior to the beginning of classes. The Graduate Assistant will be provided with a copy of the Position Description for the appointment. The Position Description will indicate the general nature of the duties of the position, an approximate distribution of hours expected to be allocated to specific tasks during the employment period, relevant health and safety information, and expected preparation or training.

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

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

ARTICLE 10 - WORK ASSIGNMENT

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

Section 2. ~~Work assignments shall be offered to Graduate Assistants in a timely fashion to allow for adequate preparation.~~ Departments shall give as much notice as possible in providing work assignments, preferable not less than fifteen (15) calendar days prior to the start of classes. Reasonable preparation time shall be included among the Graduate Assistant's paid duties.

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

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

Section 5. Work Space

Departments shall provide Graduate Employees with work space and equipment to perform their duties.

ARTICLE 11- SALARY

Section 1. Monthly Salary Rate.

The minimum full-time equivalent monthly salary rate for the term of this agreement is \$2,811 for employees. Employing units reserve the right to set their full-time equivalent monthly salary rate at a higher level. The monthly salary is determined by multiplying the full-time equivalent monthly salary rate by the employment fraction as specified in Section 3. The University shall not reduce the monthly salary rate of bargaining unit employees reappointed in a subsequent year within the same employing department.

Employee's appointed at a full-time equivalent monthly salary rate of \$3,164 or less shall receive a three percent (3%) increase upon their initial reappointment annually.

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

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

Employment Fraction (FTE)	Total Hours per Academic Quarter Employment Period
0.10	52
0.15	78
0.20	104
0.25	130
0.30	156
0.35	182
0.40	208
0.45	234
0.49	255

Graduate Assistants appointed at 0.49 FTE for a 9-month academic year will not exceed a maximum of 255 hours per quarter or a total of 765 hours.

Section 4. Adjustments to Employment Fraction. An employee's employment fraction is an estimate of a proportion of full-time effort within a department or unit for the assignments involved and shall be as determined by the department or unit. Such a determination, provided there is a substantial variation between estimated time and actual time, is subject to review through the Grievance Procedure on the

question of whether the estimate, and therefore the fraction, was reasonable based on the provisions of Section 3. In the event that the estimate, and therefore the fraction, was unreasonable, the department or unit will make an appropriate retroactive adjustment in salary and will prospectively increase the fraction to correspond to an appropriate estimate or reduce the time commitment to correspond to the fraction. Other adjustments, if any, shall not predate the filing of a written grievance.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

Section 1. The parties recognize the authority of the employer to impose discipline, up to and including dismissal, for just cause. Discipline may take the form of written reprimands, reduction in duties, reassignment, suspension without pay, and dismissal. Disciplinary action shall be conducted in private and imposed in accordance with the principles of progressive discipline.

Section 2. Prior to imposing a disciplinary action, the University will advise the employee of the charges and complaints that potentially give rise to such action. The employee will be provided an opportunity to refute the charges or to present extenuating circumstances. An employee is entitled to representation by a Union representative at investigatory meetings which may result in discipline, if he/she so chooses. The union will make a representative available to attend an investigatory meeting within ~~forty-eight (48) hours~~ two work days.

Section 3. All forms of discipline will be issued to the employee in writing. Such written notice will state the level of discipline being imposed and the charges and complaints which give rise to the disciplinary action. All such written notices will include the following disclaimer: "Employee's signature indicates only that the supervisor has discussed this material with the employee and he/she has received a copy. The employee's signature does not indicate agreement or disagreement with its content." Employees will be required to sign disciplinary notices containing this disclaimer.

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

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

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

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

ARTICLE 18 - GRIEVANCE PROCEDURES

Section 1. (a) Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms or conditions of this Agreement.

(b) All grievances shall be processed in accordance with this Article which shall be the sole and exclusive method of resolving grievances. Grievances may be filed with Union representation or, consistent with statute, employees may present grievances to the employer and have such grievances adjusted without Union intervention, provided:

- 1) The adjustment is not inconsistent with the terms of this Agreement; and
- 2) The Union has been given an opportunity to be present at meetings which may result in adjustment to the grievance.

(c) Grievances shall be filed within ~~twenty-one (21)~~ thirty (30) calendar days of the date the grievant or Union knew or should have known of the facts giving rise to the alleged grievance. In the event that the deadline for filing a grievance, submitting a grievance response, or appealing a grievance response falls on a Saturday, Sunday or university holiday, such action will be considered timely if it is taken by 5:00 p.m. on the following business day (Monday – Friday).

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

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

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

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

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

(i) Grievances involving multiple employees from multiple departments shall be filed initially at Step 2.

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

Section 2. The parties acknowledge the benefit of resolving grievances at the lowest possible step. Prior to filing a grievance under this Article, employees are encouraged to address issues informally with their supervisor or other University representative with authority to resolve the specific issue. Use of this informal process will not alter timelines required to file a formal grievance.

Step 1: Should a grievance not be resolved informally, or should a grievant decide not to use an informal process, a formal grievance shall be filed with head of the administrative unit in which the employee works (Chair, Director, Dean, Superintendent). The head of the administrative unit shall respond in writing within thirty (30) calendar days. Should the head of the administrative unit also be the ~~g~~Grievant’s academic advisor, the grievance shall be filed at step-2. ~~The head of the administrative unit shall respond in writing within fifteen (15) calendar days.~~

The parties agree that all Step 1 grievance settlements shall not violate this agreement as non-precedential and shall not be cited by either party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the Grievant and the Head of the Administrative Unit.

Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under the Collective Bargaining agreement.

Step 2: Should a grievance not be resolved at Step 1, the employee or Union may file the grievance with the ~~Dean of the Graduate School or the Dean's designee~~ the University President or his/her designee within ~~fifteen (15)~~ thirty (30) calendar days from receipt of the Step 1 response or if a response was not received within ~~fifteen (15)~~ thirty (30) days from when the response was due. The ~~Dean~~ the University President or his/her designee shall respond in writing within ~~fifteen (15)~~ thirty (30) calendar days.

Step 3: Should the grievance not be resolved at Step 2, the employee or union may file the grievance with the ~~Provost OUS Labor Relations Division or designee~~ within ~~fifteen (15)~~ thirty (30) calendar days from the date on which the employee or Union receives the Step 2 response or if no response was received within ~~fifteen (15)~~ thirty (30) days from the date the response was due. Grievances filed with OUS Labor Relations Division the Provost shall be responded to within ~~fifteen (15)~~ thirty (30) calendar days. Should a grievance not be resolved at Step 3, the Union may request arbitration.

ARTICLE 19 - CONSULTATION

Section 1. The Union and a ~~designee of the Dean of the Graduate School~~ the Director of Human Resources or his/her designee agree to meet at the request of either party to discuss matters pertinent in the implementation or administration of this Agreement or other mutually agreeable matters. The meetings will be held as soon as practicable after receipt of a written request for such a meeting. The request for such meetings shall contain a recommended agenda of items to be discussed. Each party may have up to three (3) representatives at such meetings. Additional representatives may be allowed upon mutual agreement of the parties. Matters related to grievance(s) or arbitration shall handled pursuant to Article 18.

NEW ARTICLE – INSURANCE

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

Section 1. Mandatory Enrollment

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

Section 2. Waiver of Enrollment

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

Section 3. Premiums and Contributions

a) The University shall contribute 85% of the cost of the 'graduate assistant only' premium and half the administrative fees for each month in which the graduate assistant has an appointment of 0.2 FTE or greater.

b) The graduate assistant's portion of the premium is due and payable at the first of each month during the graduate assistant's appointment period.

c) The University shall contribute 50% of the cost of the 'graduate assistant only' premium and half the administrative fees for summer session coverage.

d) Summer session health insurance is voluntary. Graduate assistants electing to participate in the summer health insurance coverage must submit to University Student Health Services a request for coverage form prior to March 15th.

e) Effective May 2009, for Graduate Assistants requesting summer session health insurance, the University will triple deduct from the employee's May salary, the employee's portion of the summer coverage premiums and administrative fees for the 'graduate assistant only' coverage for the months of July, August and September.

f) To be eligible for summer coverage a graduate assistant must have a spring term appointment of 0.2 FTE and be enrolled in Graduate School fall term.

g) Graduate assistants who waive coverage under the University health plan are not eligible to receive the University's contribution.

Section 4. Failure to Comply

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

Section 5. Plan Administration

a) The graduate students health insurance plan shall be administered by Student Health Services with advice from the joint Graduate Assistant Health Insurance Advisory Council (HIAC). The HIAC shall be comprised of three (3) graduate assistant members selected by CGE and three (3) members selected by the University.

b) The University will contract with a health insurance consultant to assist with administration of the University health insurance plan. The University will pay all costs for the contracted consultant.

c) The CGE agrees that its right to bargain future benefit contribution rates pertains only to bargaining unit members.

Section 6. Notice of Rate Increase

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

NEW LETTER OF AGREEMENT
FEES

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

The University agrees to continue Study Resource/Program Related Fees at the levels set forth below.

OREGON STATE UNIVERSITY Required Study Resource/Program Related Fees

**2003-04 Academic Year
Per Term**

Graduate Jul 03-Jun 04	
CORVALLIS CAMPUS Resource Fees	
Program Related Fees – colleges, schools, and majors (Per term unless otherwise specified)	
Engineering (per credit hour up to \$430 per term)	\$43.00
Pre engineering	
MBA Students	\$350.00
School of Business	
Department of Art	\$100.00
Interdisciplinary Studies	\$35.00
Educational Resources	\$50.00
Honors College: students admitted before Fall 2002	\$25.00
Honors College: students admitted Fall 2002	\$100.00
Honors College: students admitted Fall 2003	\$167.00
Pharmacy	\$250.00
OSU CASCADES CAMPUS Resource Fees	
Program Related Fees – colleges, schools, and majors. (Per term unless otherwise specified)	
Department of Art	\$100.00
Educational Resources	\$50.00

NEW LETTER OF AGREEMENT
DIFFERENTIAL

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

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