

1 **UNITED ACADEMICS PROPOSAL**

2
3 **FRINGE BENEFITS**

4
5 **Section 1.** All faculty members, including those with appointments less than 0.50 FTE, shall
6 have equal access to the fringe benefits and services provided by the Administration to all
7 unclassified employees as of the effective date of this Agreement, including, but not limited to:

- 8
9 a. Parking permits
10 b. Full faculty access to Oregon State University Libraries services and collections
11 c. Software and storage available to all Oregon State University faculty (e.g. Google Drive)
12 d. Employee Assistance Program
13 e. Oregon College Savings 529 Plans
14 f. Flexible Spending Accounts
15 g. Voluntary Retirement Contributions through TDI (Tax-Deferred Investment 403(b) Plan)
16 and OSGP (Oregon Savings Growth 457 Plan)
17 h. Our Little Village drop-off child care
18 i. All Memorial Union facilities, programs, and services
19 j. Department of Recreational Sports faculty membership rates
20 k. Faculty Staff Fitness Program classes
21 l. Discounts on athletic tickets
22 m. OSU Beaver Store discount
23 n. OSU Craft Center discount
24

25 **Section 2. Remote Faculty Stipend.** Faculty members whose primary work location is more
26 than 30 miles from the Corvallis campus shall receive a \$50 stipend each month to offset the out-
27 of-pocket costs associated with accessing resources that are subsidized for Corvallis campus
28 faculty.
29

30 **Section 3. Tuition Reduction**

- 31 a. Faculty members shall have access to the tuition reduction (staff fee privileges) available
32 to unclassified employees.
33 b. Faculty members who use the tuition reduction for the undergraduate education of a
34 dependent child will be entitled to a second, concurrent tuition reduction for a
35 dependent child to attend undergraduate programs at Oregon State University. The
36 terms, conditions, eligibility requirements, and discount applicable to this additional
37 tuition discount will be the same as the terms, conditions, eligibility requirements, and
38 discount under the tuition reduction program.
39 c. Faculty may apply their tuition reduction to OSU Extended campus online and distance
40 courses. The terms, conditions, eligibility requirements, and discount available will be the
41 same as the terms, conditions, eligibility requirements, and discount available under the
42 tuition reduction program.
43

44 **Section 4.** All faculty members shall be assigned, and shall be expected to use for university
45 purposes, an Oregon State University email account and a faculty ID at least 15 days before the

1 employment start date or as soon as practicable. Faculty members shall follow university
2 procedures and provide requested information in order to obtain such services.

3
4 **Section 5.** The University shall provide all reasonable assistance to employees in securing
5 federal student loan forgiveness, where applicable.
6

7 **Section 6. Visa Costs**

- 8 a. All fees associated with applying for or extending an H-1B, J-1, E-3, F-1 (OPT), O-1 or
9 other visa required for employment and those associated with applying for or extending
10 the visas for the dependents of a faculty member will be paid by the Administration or
11 reimbursed to the faculty member.
12 b. If the Administration fails to meet paperwork deadlines relevant to H-1B, O-1, or other
13 visas or otherwise cause a faculty member to miss deadlines by not supplying required
14 paperwork in a timely manner, the Administration will pay the Premium Processing fee
15 to expedite the processing of the visa paperwork.
16 c. The Office of International Services will process all employment-based permanent
17 residence petitions that require a job offer, H-1B, and E-3 petitions. The Office of
18 International Services will provide legal counsel to faculty members in the preparation of
19 visa application materials for any visa type required for employment or for visas required
20 for dependents of a faculty member.
21 d. The Administration will reimburse faculty members up to \$2000 in travel costs
22 associated with travel to a US Consulate or Embassy for the purpose of applying for or
23 extending visas for the faculty member or dependents.
24

25 **Section 7. Petition for Permanent Residency**

- 26 a. The Office of International Services will provide immigration counsel to support faculty
27 self-petitioning for permanent residency as well as faculty for whom the Administration
28 is petitioning for employment-based permanent residency.
29 b. All fees associated with petitions for employment-based permanent residency, including,
30 but not limited to, EB-1 and EB-2 petitions, will be paid by the Administration.

1 UNITED ACADEMICS PROPOSAL

2
3 BENEFITS FOR ELIGIBLE RETIRED FACULTY MEMBERS

4
5 **Section 1. Post-retirement appointments outside of the Partial or Full Tenure**

6 **Relinquishment process.** The Provost will determine the salary to be paid for post-retirement
7 appointments, in accordance with the provisions of this Agreement. The Administration is not
8 required to hire the retired faculty member at their previous salary rate. The retired faculty
9 member is solely responsible for determining the limits imposed by their retirement plan on
10 hours worked or income received and for ensuring that the total amount of work performed does
11 not compromise their retirement benefits.

12
13 **Section 2. Post-Retirement Benefits.** Faculty members who have at least five years of service
14 at Oregon State University and who have retired from university employment (as defined in
15 Article XX, Definitions) are eligible for the following:

- 16
17 a. **Email account privileges.** Retired faculty will retain standard faculty email account
18 privileges for at least one year following their date of retirement and shall subsequently
19 have access to a retiree email account of the format username@retiree.oregonstate.edu.
20 Emeritus faculty may retain standard faculty email account privileges indefinitely.
- 21
22 b. **Tuition reduction.** Retired faculty members may enroll in classes up to the maximum
23 number of credit hours. If the class is taken for credit, the retired faculty member will be
24 charged the reduced staff tuition rate. Retired faculty may apply their tuition reduction to
25 OSU Extended campus online and distance courses under the same terms, conditions,
26 eligibility requirements, and discount available under the tuition reduction program.
27 Retired faculty members may audit a class at no charge on a space-available basis with
28 the instructor’s permission.
- 29
30 c. **Fringe benefits.** Retired faculty members will maintain access to the following:
 - 31 i. OSU ID cards
 - 32 ii. Parking permits
 - 33 iii. Full faculty access to Oregon State University Libraries services and collections
 - 34 iv. Software and storage available to all Oregon State University faculty (e.g. Google
35 Drive)
 - 36 v. All Memorial Union facilities, programs, and services
 - 37 vi. Department of Recreational Sports faculty membership rates
 - 38 vii. Faculty Staff Fitness Program classes
 - 39 viii. Discounts on athletic tickets
 - 40 ix. OSU Beaver Store discount
 - 41 x. OSU Craft Center discount

1 UNITED ACADEMICS PROPOSAL

2
3 RETIREMENT BENEFITS

4
5 **Section 1.** Faculty members, excluding Postdoctoral Scholars and Postdoctoral Fellows, shall
6 be eligible to participate in the Public Employees Retirement System (PERS), the Oregon
7 Public Service Retirement Plan (OPSRP), the Optional Retirement Plan (ORP), the Tax-
8 Deferred Investment 403(b) Plan (TDI), and the Oregon Savings Growth Plan as set forth by
9 Oregon law. Postdoctoral Scholars shall be eligible to participate in the Optional Retirement
10 Plan (ORP) as set forth by Oregon law.

11
12 **Section 2. PERS and OPSRP.** The Administration will make all employer contributions to
13 PERS and OPSRP that are required by law. In addition, the Administration will make
14 contributions to the Individual Account Program required from employees (6% under current
15 law, ORS 238A.300) to the extent not prohibited by law.

16
17 **Section 3. ORP.** The Administration will make all employer contributions to the ORP
18 required under ORS 243.800(9-11). In addition, the Administration will make the contributions
19 to the ORP for each participating faculty member as required by ORS 243.800(8).

20
21 **Section 4. Salary Increase in Lieu of Employee Pick Up**

- 22
23 a. If the Administration is prohibited by law from continuing to make the employee
24 contribution (generally known as the employee pick up) for any faculty member and the
25 legal obligation requiring faculty members to contribute 6% to their retirement plan
26 remains, the Administration will increase the affected faculty member's salary by 6%,
27 to the extent permitted by law. The Administration will bargain with United Academics
28 over any remaining impacts on faculty members' salary after the implementation of this
29 Article.
- 30
31 b. To the extent permitted by law, the Administration agrees to adopt a resolution to
32 make an election under the IRS Code to allow a pre-tax deduction of any statutorily
33 required 6% employee contribution/payment. Such deduction shall be made from
34 each employee's pre-tax gross wages.
35

1 **UNITED ACADEMICS PROPOSAL**

2
3 **PUBLIC EMPLOYEE BENEFITS**

4
5 **Section 1.** Faculty members, excluding Postdoctoral Scholars, Postdoctoral Fellows, and those
6 employed at less than 0.50 FTE, are eligible, at their option, for medical, dental, and vision
7 insurance for themselves and eligible family members and employee basic life insurance
8 through the Public Employees' Benefit Board (PEBB).

9
10 **Section 2.** Medical, dental, vision, and employee basic life insurance benefits will begin on the
11 first day of the first month of employment for all eligible faculty members.

12
13 **Section 3.** The Administration will continue employer premium contributions at the present
14 95%-5% levels for PEBB medical, dental, vision, and employee basic life insurance benefits
15 chosen by faculty members.

16
17 **Section 4.** The Administration will provide an additional \$40 monthly subsidy toward the PEBB
18 premium costs for faculty members whose monthly full-time equivalent base salary rate is less
19 than or equal to \$2,885.

20
21 **Section 5.** The Administration will continue eligibility and employer premium contributions over
22 the Summer Term for 9-month employees who are expected to return to their positions the
23 subsequent Fall Term.

24
25 **Section 6.** Faculty members, excluding Postdoctoral Scholars and Postdoctoral Fellows, will
26 have equal access to the same insurance benefits provided by the Administration to all
27 unclassified university employees on the same terms and conditions.

28
29 **Section 7.** Thirty days before the employment start date, the Administration will provide
30 written notice of rights under this Article to any faculty member who has a break in service for
31 longer than one term.

1 UNITED ACADEMICS PROPOSAL

2
3 POSTDOCTORAL SCHOLAR AND POSTDOCTORAL FELLOW HEALTH PLAN

4
5 **Section 1.** Postdoctoral Scholars and Postdoctoral Fellows are eligible for medical, dental, and vision
6 insurance through the OSU Graduate Employee Health Plan.

7
8 **Section 2.** Enrollment in the OSU Graduate Employee Health Plan is mandatory for Postdoctoral
9 Scholars and Postdoctoral Fellows unless they provide proof of enrollment in another plan that is deemed
10 comparable by the Student Health Insurance Office. To qualify for a waiver, a Postdoctoral Scholar or
11 Postdoctoral Fellow must submit a completed waiver of health insurance form, copy of insurance card(s),
12 and summary of benefits to the OSU Student Health Insurance Office within thirty days of position start
13 date. Postdoctoral Scholars and Postdoctoral Fellows who receive a denial of their request for a waiver
14 will be notified via email of the reason(s) their plan is not deemed comparable, contact information for
15 United Academics, and the opportunity to discuss the decision with the OSU Student Health Insurance
16 Office and a United Academics representative.

17
18 **Section 3.** Postdoctoral Scholars and Postdoctoral Fellows will contribute 0% of the monthly premium
19 plus 50% of the administration fee for individual coverage.

20
21 **Section 4.** Postdoctoral Scholars and Postdoctoral Fellows will pay 5% of the monthly premium plus
22 50% of the administration fee for enrolled family members.

23
24 **Section 5.** Thirty days before the employment start date, the Administration will provide written notice
25 of rights under this Article to new Postdoctoral Scholars and Postdoctoral Fellows and any Postdoctoral
26 Scholar or Postdoctoral Fellow who has a break in service for longer than one term.

27
28 **Section 6.** The OSU Graduate Employee Health Plan is administered by the OSU Student Health
29 Insurance Office with advice from the Health Insurance Advisory Council (HIAC). The HIAC shall
30 include one Postdoctoral Scholar or Postdoctoral Fellow selected by United Academics. The
31 Administration agrees to include HIAC representatives in Graduate Employee Health Plan review
32 meetings at least once per year. The United Academics HIAC representative may review plan data and
33 aggregated claims data and provide suggestions regarding plan operation, revision, and enhancement.

1 UNITED ACADEMICS PROPOSAL

2
3 PROFESSIONAL DEVELOPMENT

4
5 **Section 1.** The Administration recognizes the importance of professional development support and
6 opportunities for all faculty members in order to fulfill Oregon State University’s mission. The
7 Administration agrees to support professional development by providing funding and the allowance for
8 reasonable absence from job duties to participate in professional development activities.

9
10 Supported professional development activities include, but are not limited to: trainings, workshops,
11 courses, professional conferences, and participation in professional organizations related to a faculty
12 member’s academic discipline or job duties.

13
14 Professional development funds may also be utilized to support research and teaching through the
15 purchase of specialized equipment, materials, or services that enhance a faculty member’s ability to
16 perform their job duties.

17
18 **Section 2.** Subject to the constraints of this Agreement, each academic unit will create policies governing
19 the distribution of professional development funds, including any application and decision-making
20 process for competitive funds, as well as policies governing absences to participate in professional
21 development activities. These policies will be developed in consultation with academic unit faculty. All
22 decisions about the actual distribution of professional development funds shall be made with academic
23 unit faculty input.

24
25 No faculty member will be arbitrarily denied access to professional development opportunities.

26
27 Priority access to professional development funds may be given to those faculty members that need such
28 funds to accomplish work required by their position descriptions or promotion and tenure requirements.

29
30 Fixed-term faculty members shall not be held accountable in evaluative decisions for the failure to
31 participate in professional development related activities for which funding was unavailable or denied.

32
33 **Section 3.** Faculty members may accrue professional development funds in personal indexes or accounts.
34 Under no circumstances will accrued professional development funds be removed from the indexes or
35 accounts of a faculty member without the consent of the faculty member. Professional development funds
36 may not be used to supplement salary, nor be cashed out at the end of the faculty member’s employment.

37
38 **Section 4.** Funds to support travel, registrations, fees, equipment and materials, and other expenses should
39 be available at the time of expenditure. Reimbursements should only be used when it is impossible to
40 know the exact amount of the expected charge, such as with mileage reimbursements.

41
42 **Section 5.** Faculty members exclusively teaching online courses who have not been assigned on-campus
43 office space and equipment will be given a one-time \$500 stipend to put towards adequate computing
44 resources.

1 UNITED ACADEMICS PROPOSAL

2
3 HEALTH AND SAFETY, FACILITIES, AND WORK SPACES

4
5 **Section 1. Health and Safety.** Faculty members have a right to a healthy and safe workplace. Faculty
6 members shall immediately report any workplace health and safety or other maintenance issues to the
7 appropriate contact person and/or their immediate supervisor. The Administration will make reasonable
8 efforts to make timely repairs and necessary upgrades in order to ensure healthy, safe, and adequate work
9 spaces. The Administration will also comply with all state and federal law, as well as existing university
10 policy regarding healthy and safe workplaces.

11
12 No faculty member shall be retaliated against for identifying and/or expressing concern about a workplace
13 safety issue, including reaching out to appropriate state or federal agencies when workplace safety issues
14 persist.

15
16 Faculty members shall receive all necessary health and safety education and/or trainings appropriate to
17 their job duties. Trainings will be paid and occur during regular work hours.

18
19 **Section 2. Facilities and Equipment.** The Administration will make reasonable efforts to furnish and
20 maintain in safe working condition the buildings, work spaces, furnishings, and tools and equipment
21 necessary to carry out assigned work duties.

22
23 Basic provisions for a suitable work space are specific to the job duties of faculty members. Basic
24 provisions include, but are not limited to:

- 25
- 26 • facilities that are clean, safe, and have basic working amenities such as safe drinking water and
 - 27 restrooms;
 - 28 • office space and furnishings suited to the faculty member's job duties;
 - 29 • classroom equipment that meets standards for effective teaching and learning;
 - 30 • access to a private meeting space sufficient for meeting with students and/or other employees;
 - 31 • laboratory and research spaces that are safe, secure, and in good working order with reliable
 - 32 power;
 - 33 • secure spaces for the safe storage of chemicals and other hazardous materials;
 - 34 • the proper use and display of up-to-date SDS sheets, current best practices guides, safety
 - 35 manuals, and/or other relevant safety information; and
 - 36 • the provision and maintenance of any and all appropriate protective equipment and clothing, first-
 - 37 aid kits, and all other necessary safety equipment.
- 38

39 All faculty will have access to a computer with necessary software to perform their job duties, including
40 network access and IT support.

41
42 The Administration shall preemptively notify all affected faculty members of any potentially hazardous
43 chemicals being used on buildings and/or grounds that faculty come into contact with.

1 The provisions in this Article apply to all university locations utilized by faculty members in the course of
2 their assigned work, including branch campuses, extension offices, experimental stations, and research
3 labs.

4
5 **Section 3. Hazardous and Dangerous Work.** Abnormally hazardous or dangerous tasks shall be defined
6 as any tasks that are objectively identifiable as having an imminent threat to life and health, and/or
7 constitute significant physical risks well beyond the usual scope of the faculty member's assigned job
8 duties.

9
10 A faculty member shall not be assigned an abnormally hazardous or dangerous task.

11
12 Any faculty member who believes they have been assigned an abnormally hazardous or dangerous task
13 shall immediately notify the appropriate contact person and/or their immediate supervisor of the elements
14 of the task they consider abnormally hazardous or dangerous.

15
16 The supervisor may either choose to reassign the faculty member to other work or have the task evaluated
17 by the Environmental Health and Safety Office.

18
19 If the Environmental Health and Safety Office agrees the task is abnormally hazardous or dangerous, then
20 the supervisor must take appropriate steps to remedy the situation before re-assigning the task.

21
22 If the Environmental Health and Safety Office does not find the work abnormally hazardous or
23 dangerous, the faculty member may be asked to complete the task as directed. In such cases, further
24 failure to perform the task may subject the employee to discipline procedures as outlined in Article XX.

25
26 **Section 4. Insurance.** Damaged, destroyed, stolen, or lost university property will be repaired or
27 replaced as soon as practicable at the expense of the Administration. Risk Services will work directly with
28 the affected faculty member to coordinate the repair or replacement of property.

29
30 **Section 5. Committee on Deferred Maintenance.** There will be a committee consisting of
31 representatives from both Administration and United Academics, with at least one representative each
32 from the Corvallis campus, OSU-Cascades, Hatfield Marine Science Center, as well as at least one
33 bargaining unit member who works primarily in extension and/or a remote research center.
34 Representatives from SEIU and CGE will also be invited to join this committee.

35
36 This committee will produce binding recommendations for prioritization of maintenance issues and
37 facilities work to guide the completion of the deferred maintenance backlog.

38
39 **Section 6. Transfer of Faculty Work Space or Location.** Unless there is mutual agreement to the
40 contrary, the Administration must provide at least one academic term's notice when moving a faculty
41 member's office or lab within a given OSU campus or location and/or a significant alteration is planned
42 to their work space. The faculty member shall be consulted to ensure their job duties can be satisfactorily
43 performed in the new or altered work space.

- 1 A faculty member may not be forced to relocate to another campus or location unless such a move is
- 2 clearly within the requirements of their job duties and/or the faculty member agrees to such a transfer.

1 UNITED ACADEMICS COUNTERPROPOSAL

2
3 NO STRIKE, NO LOCKOUT

4
5 **Section 1.** During the term of this Agreement, ~~there shall be no~~ **United Academics will not**
6 **engage in** strikes, work stoppages, slowdowns or sympathy strikes. No officer or **official**
7 representative of **United Academics** ~~the Union~~ shall authorize, ~~institute,~~ instigate, aid, or condone
8 any such activities by **faculty** members ~~of the bargaining unit.~~

9
10 **United Academics** ~~The Union~~ further agrees that it will take reasonable steps to induce
11 employees engaged in a strike or work stoppage in violation of the terms of this Agreement to
12 return to work; such reasonable means include **United Academics** ~~the Union~~, through its **officials**
13 **President**, to disavow in writing any such action or interference and advise in writing that faculty
14 engaged in such activity return to work and immediately cease the violation. Faculty who violate
15 this Article may be subject to disciplinary action under the terms of this Agreement. ~~In~~
16 consideration of this “no strike pledge,” ~~no lockout of employees shall be instituted by the~~
17 ~~University during the term of this Agreement.~~

18
19 **Section 2.** The Administration agrees not to lock out faculty members during the term of the
20 Agreement or during negotiation of a successor Agreement.

21
22 **Section 3.** If a faculty member is unable to perform their work because equipment or facilities
23 are not available due to a strike or work interruption by other employees of the university, the
24 inability to perform work shall not be deemed a lockout. The faculty member shall not suffer
25 any subsequent loss of pay or benefits.

26
27 **Section 4.** This Article shall not be construed as requiring the ~~U~~niversity to stay in
28 continuous operation.

1 UNITED ACADEMICS COUNTERPROPOSAL

2
3 NON-DISCRIMINATION

4
5 **Section 1.** The ~~University~~ Administration shall not discriminate in the terms and conditions of
6 employment on the basis of race, creed, citizenship status, ancestry, genetic information, pregnancy,
7 domestic partnership status, familial status, age, body size, education level, national origin, color,
8 religion, sex, sexual orientation, gender identity or expression, disability, marital status, veteran status,
9 any other extraneous considerations not directly and substantially related to effective performance, or any
10 other basis protected by law.

11
12 **Section 2.** ~~The Union~~ United Academics shall not discriminate in the terms and conditions of
13 employment on the basis of race, creed, citizenship status, ancestry, genetic information, pregnancy,
14 domestic partnership status, familial status, age, body size, education level, national origin, color,
15 religion, sex, sexual orientation, gender identity or expression, disability, marital status, veteran status,
16 any other extraneous considerations not directly and substantially related to effective performance, or any
17 other basis protected by law.

18
19 **Section 3.** The Administration affirms its obligations as a federal contractor with regard to affirmative
20 action. United Academics and the Administration recognize that the purpose of affirmative action is
21 to provide equal opportunity to women, people of color, queer and transgender people, and other
22 affected groups to achieve equity at the university.

23
24 To this end, the Administration shall implement programs, policies, and practices to facilitate the
25 recruitment, appointment, retention, and professional development of such groups and to ensure
26 equitable opportunities for faculty members to receive salary adjustments, tenure, multi-year
27 appointments, promotion, sabbaticals, and other benefits.

28
29 **Section 4.** The ~~University~~ Administration will offer all faculty members training regarding unlawful
30 discrimination. A faculty member shall complete any training regarding unlawful discrimination that is
31 required by the ~~University~~ Administration. Faculty members will ordinarily be required to repeat such
32 training regarding unlawful discrimination no more frequently than once every five years.

33
34 **Section 5.** Neither the Administration nor United Academics shall unlawfully discriminate against,
35 intimidate, restrain, coerce, or interfere with any faculty member because of, or with respect to, their
36 lawful union activities, including participation in a grievance, membership, or the right to refrain from
37 such activities or membership. In addition, there shall be no discrimination against any faculty member
38 in the application of the terms of this Agreement because of membership or non-membership in United
39 Academics.