

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE UNIVERSITY OF OREGON**

**and**

**GRADUATE TEACHING FELLOWS FEDERATION  
AMERICAN FEDERATION OF TEACHERS  
LOCAL 3544, AFL/CIO**

**November 1, 2016 through March 31, 2019**

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## **PREAMBLE**

This Collective Bargaining Agreement, entered into as of the 1<sup>st</sup> day of November, 2016, is between the University of Oregon (hereinafter called the “University”) and the Graduate Teaching Fellows Federation, American Federation of Teachers Local #3544, AFL-CIO (hereinafter called the “Union”).

**ARTICLE 1**  
**DEFINITION OF BARGAINING UNIT**

**Section 1.** The bargaining unit as certified by the Employment Relations Board (ERB) consists of “All graduate students with GE appointments (service awards) employed by the University of Oregon, excluding supervisors and confidential employees.”

**Section 2.** Although nothing in this Article shall be construed to limit the right of the University or its departments to change degree requirements, the University and its departments agree not to alter graduate degree requirements for the purpose of changing the bargaining unit status (inclusion or exclusion) of any GE. The University agrees to notify the Union sixty (60) days prior to the effective date of any change in graduate degree requirements which would affect the eligibility of GEs’ inclusion in the bargaining unit. All such requirements will be in writing.

The degree requirements in effect when a GE entered the graduate program shall determine, except as noted below, the GE’s inclusion in or exclusion from the bargaining unit. If a GE accepts a subsequent set of degree requirements, then the new requirements shall determine inclusion in or exclusion from the bargaining unit.

**ARTICLE 2**  
**UNION RECOGNITION**

Pursuant to the certification by the ERB dated May 5, 1977, the University recognizes the sole and exclusive representative for all Graduate Employees as defined by the certification or as may hereafter be redefined by the ERB, except those employees excluded by law.

The terms and conditions of this Collective Bargaining Agreement apply to all GEs, as defined by this Agreement, regardless of their primary work location.

### **ARTICLE 3 UNION RIGHTS**

**Section 1.** The Union shall have the right to communicate at all times with its members and the members of the bargaining unit and to schedule meetings among said members without interference from University or departmental administrators, provided such actions do not interfere with the normal teaching, research, or administrative duties of Graduate Employees (GEs).

**Section 2.** The University agrees to include in all appointment letters a requirement that the GE consent to disclosure of certain information to the Union as a condition of employment. The GE appointment letter will also include consent to release certain information to the Union that is not a condition of employment. A model of the specific language of the consent and release that the University agrees to incorporate in GE appointment letters is set forth in Appendix A .

The University will deliver the information to the Union in accordance with the schedule set forth in Appendix A for GEs who have consented. Information about individual GEs provided to the Union by the University will be used by the Union only for the internal business of the Union and, as necessary, provided to the Union's Health and Welfare Trust for insurance administration. Student identification numbers will be used by the Union only for matters related to payroll deduction and insurance administration. The Union agrees it will not disclose this information without express written authorization from individual GEs.

**Section 3.** GE representatives elected or otherwise designated by the Union to represent it for official functions shall be granted time off with pay, collectively not to exceed a total of twenty (20) days annually, to attend such functions. No more than three (3) GEs in any one department shall take such leave at the same time. The GE requesting time off shall notify the unit head in writing twenty-one (21) calendar days prior to taking such leave. In the event of an emergency and with the agreement of the unit head, a lesser period is acceptable. Leaves shall not be taken for more than five (5) consecutive days. The designated GE representative will arrange, if necessary, for a substitute acceptable to the department, or arrange to complete assigned work at another time, whichever is appropriate, at no financial cost to the University.

**Section 4.** The GTFF will be permitted to make a presentation at the "Teaching Effectiveness Workshop for GEs" on behalf of the Union for the purpose of identifying the organization's representation status, organization benefits, facilities, related information, and distributing and collecting membership information. This time is not to be used for discussion of labor/management disputes. The Graduate School will provide the GTFF reasonable notice of the place, time, and agenda of this workshop.

**Section 5.** The GTFF will be permitted to make a presentation at the Department Heads' Retreat put on by the Provost's Office and at the New Faculty Orientation put on by Academic Affairs each fall. This presentation shall be for the purpose of introducing attendees to GTFF representatives, making the Union available to answer any questions attendees may have, and explaining the role the GTFF plays in representing GEs. This time is not to be used for discussion of labor/management disputes. The Graduate School will provide the GTFF with reasonable notice of the place and time of these meetings.

**Section 6.** The GTFF shall be allowed 30 minutes at a campus orientation for GEs, administered by the Graduate School. This presentation shall be for the purpose of introducing attendees to GTFF representatives, making the Union available to answer any questions attendees may have, and explaining the role the GTFF plays in representing GEs. This time is not to be used for discussion of labor/management disputes. The Graduate School will provide the GTFF with reasonable notice of the place and time of the Graduate School orientation. If a department does not specifically schedule GEs to attend the Graduate School orientation, the GTFF shall be allowed 30 minutes at a department GE meeting.

**Section 7.** The GTFF may request representation on any campus, department, college, school, or employing unit standing committee that impacts this Collective Bargaining Agreement or the terms and conditions of GE employment.



**ARTICLE 4**  
**DUES DEDUCTION/FAIR SHARE**

**Section 1.** Upon written request on a form to be provided by the Union, members of the Union may have regular monthly dues deducted from their paychecks. The form and any changes to it will be sent to the University for review. Final versions of the form will be determined by the Union. The Union will notify the University no later than the 15<sup>th</sup> of the month prior to the month in which any changes in regular monthly dues rate and or the fair share fee rate are to take effect.

**Section 2.** Changes in the membership list shall be provided to the University by the Union at the earliest possible time after the GE indicates that a change in membership status is desired. Notification of a change in status received directly by the University from a GE is void. The Union shall forward promptly notice of such changes to the University and shall hold harmless the University from any liability for the Union's failure to so notify. If cancellation notice is given by the member directly to the University, the University shall notify the Union promptly that such cancellation has been made.

**Section 3.** The University will, in the month following the deduction, send payment to the Union for the total amount so deducted accompanied by a listing identifying the members for whom the deductions are being paid.

**Section 4.** The University agrees to deduct monthly Fair Share fees from the paychecks of those employees who have not authorized dues deductions per Section 1. The amounts to be deducted shall be certified to the University by the Treasurer of the Union, provided that the Fair Share fees shall not exceed regular Union monthly dues.

**Section 5.** The GTFF shall maintain guidelines for Fair Share payers. These guidelines shall include information on Fair Share rebates to which Fair Share payers may be entitled. The University shall be provided with a copy of the guidelines and shall be notified immediately of any changes in the guidelines. GEs shall be provided a copy of the guidelines immediately upon request.

**Section 6.** GEs who are Union members and who, for any reason, temporarily discontinue their status as a GE with the University shall, upon their return to University employment as a GE, be reinstated as members of the GE Union following notice provided by the Union to the University.

The University, upon written authorization from the GE, will deduct voluntary contributions to the Union's COPE fund from the GE's monthly paychecks. The amount to be deducted shall be that amount designated by the GE in a voluntary written authorization. This amount is to be a continuing monthly deduction until such time as the GE requests cancellation of the COPE deduction in writing. A GE whose status as an employee is temporarily discontinued (excluding summer term), shall, upon return to University employment, complete a new COPE authorization form. The sum of all monies so deducted shall be remitted to the Union in the month following the deduction, together with a list of employees from whom the voluntary contributions were deducted and the amount deducted from each.

**Section 7.** The Union and the University agree that the rights of non-association of any employee based on bona fide religious objections shall be protected in accordance with applicable state law.

**Section 8.** The University shall remit in the month following the deduction the aggregate deduction of Fair Share fees in-lieu-of-dues amounts, together with a listing identifying the employees for whom the deductions are made.

**Section 9.** The Union agrees to accept listings referenced in this Article in a format which is readily available to University Administration. Should the University encounter additional costs attributable to a change in structural reprogramming, that expense shall be borne equally by the University and the Union. Such changes may only be requested once during the contract period.

**Section 10.** The Union shall indemnify and hold the University harmless from all actions taken by the University in compliance with this Article.

**ARTICLE 5**  
**UNION USE OF FACILITIES**

**Section 1.** The Union shall have the right to use University facilities for meetings and to use other University services on the same basis as other employee organizations. Where fees are normally assessed for use of services and facilities, the Union will be required to pay such fees to the University.

**Section 2.** The University shall designate a prominent space on existing bulletin boards in each department in which GEs are employed, for the use of the Union for posting notices and information related to Union activities. University personnel shall not be responsible for and shall refrain from posting or removing such notices from such designated space.

**ARTICLE 6**  
**RESERVED RIGHTS OF THE UNIVERSITY**

The University retains and reserves to itself all rights, powers, authority and responsibilities vested in it, whether exercised or not, including but not limited to the right to plan, govern and control the University and in all respects carry out its ordinary and its customary functions or management.

Without limiting the generality of the foregoing, as used herein the rights of the University include (but are not limited to) the right to: administer the University; schedule class hours and establish or modify class schedules; institute procedural changes; direct the faculty and staff, including the right to hire, transfer, and to discipline or discharge any employee for any cause defined in Article 16 (Discipline and Discharge); and determine the physical location of departments and activities.

Other rights include (but are not limited to) the right to: determine the financial policy, including accounting procedures and reports; determine the administrative organization of the University; determine the size and characteristics of the faculty and staff; determine the allocation and assignment of work to faculty and staff; determine the control and use of University buildings, property, materials and equipment; determine health, safety and property protective measures and procedures; determine degree programs, course offerings, degree requirements; determine admission standards and procedures; and determine academic standards, policies and procedures.

All such rights, powers, authority and responsibilities as set forth above are retained by the University subject only to those limitations imposed by this Agreement.

**ARTICLE 7**  
**MAINTENANCE OF RIGHTS AND BENEFITS**

Past practices involving GE rights and benefits, defined as terms and conditions of employment, which are in effect at the time this Agreement is signed and which are terms or conditions of employment shall be maintained in those departments or comparable employing units where such past practices have been uniformly applied over a reasonable period of time, except where such practices have been addressed or limited by this Agreement. In addition, nothing in this Article shall preclude GE participation in departmental affairs relating to instruction in accordance with the University's governance structure.

**ARTICLE 8**  
**NONDISCRIMINATION**

**Section 1.** The University affirms its dedication to the principles of equal opportunity and freedom from unlawful discrimination; as such, the University will not discriminate nor tolerate discrimination on the basis of race, color, creed, ethnicity, ancestry, religion, gender, gender identity, gender expression, sex, age, national origin, marital status, sexual orientation, disability including HIV antibody status, domestic partnership status, familial status including parental status, pregnancy, veteran status, membership or non-membership in, or activity on behalf of or in opposition to, the Union, or any other extraneous considerations, not directly and substantially related to effective performance. Unlawful discrimination includes unlawful sexual harassment.

**Section 2.** The University and the Union agree to abide by federal and state laws and regulations for affirmative action in all terms and conditions of employment.

## **ARTICLE 9 WORK AGREEMENT/WORK ASSIGNMENT**

**Section 1.** The University reserves the right to assign GEs those duties and responsibilities that best meet the needs of the institution based upon the qualifications and abilities of the GE. Specialized courses, upper division courses, and those courses not traditionally assigned to GEs will be assigned only after a review of the qualifications of the GEs. GEs will be consulted regarding the suitability of the assignment.

**Section 2.** Each hiring unit shall endeavor to apprise teaching GEs of available course assignments at least four weeks prior to the start of classes, to afford the GEs an opportunity to indicate their preference of assignments.

**Section 3.** Course assignments for the following academic year shall be offered to GEs in a timely fashion to allow for adequate preparation. To facilitate adequate course preparation, each hiring unit shall apprise teaching GEs of course assignments at least two weeks prior to the start of classes, including the provision of assigned syllabi where applicable. Shorter notice may be necessary due to circumstances including, but not limited to, changes in the courses or course sections being offered, unexpected variations in student enrollment, schedule conflicts, or changes in the availability of staff.

When unexpected variations in student enrollment occur requiring the addition or deletion of course sections, assignments may be changed after students register for classes. An effort shall be made to avoid conflicts between the GE's course schedule and their GE assignment.

If course assignments offered in writing are subsequently changed, the hours spent in preparation for the original assignment shall be credited for the purpose of determining workload. If within the year the assignment for which preparation credit was assessed is offered to the GE, the credited time will again be included in the workload. In no instance will more than twenty-four (24) hours be so credited—or deducted—in any given term. A GE may not be asked to perform more than twenty-four (24) hours of such preparatory work unless otherwise designated in a Workload Allocation Form.

**Section 4.** A GE has the right to a clear statement of duties that outlines the GE's participation in the academic process. At the time of the appointment offer, each department or administrative unit shall provide the graduate student with written instructions on how to access the department or administrative unit's General Duties and Responsibilities Statement and advise GEs of the availability of workload allocation forms for use as provided in Section 5 of this Article. A GE may request a meeting with their supervisor or department head to obtain clarification of their duties and responsibilities. The department or employing unit will orient the new GEs to resources utilized to fulfill the appointment at the beginning of each quarter.

**Section 5.** The University encourages GEs and their supervisors to communicate as needed concerning the GE's work assignment to ensure that GEs receive appropriate guidance and supervision.

Each department or employing unit will provide a workload allocation form for voluntary use by GEs and their supervisors. The purpose of the workload allocation form is to foster clear communication and transparency of expectations. The workload allocation form will identify the specific work duties that comprise the GE's assignment and the anticipated amount of time the GE will spend on each specified work duty. It may be revised by the GE and the GE's supervisor as needed throughout the GE's appointment. If a supervisor and GE use the workload allocation form, the supervisor shall be available to discuss potential revisions of the workload allocation form. If the form is used, the GE will be provided a copy of each completed workload allocation form and any revisions to the workload allocation form.

A variance or deviation from the allocated amount of time for each specific work duty does not constitute a violation of this Agreement and may not be grieved. However, GEs are encouraged to notify their supervisors as soon as is practicable during the academic term if they anticipate their total work assignment will exceed their FTE. A Union representative shall be allowed to attend a meeting between the GE and the GE's supervisor for the purpose of reviewing the GE's workload allocation form to determine whether the GE's specific work duties will result in the GE working in excess of the GE's assigned FTE.

Within three months (one term) of the end of an assignment, the GE has the right to make recommendations about the workload allocation for their specific work assignment(s). Recommendations may be submitted in writing, or the GE may request to meet with their supervisor or other department representative to provide the recommendations verbally.

Subject to the limitations provided for under state and federal law, including, but not limited to, the Family Education Rights and Privacy Act, all recommendations submitted in writing by a GE or supervisor and any workload allocation form voluntarily submitted to the employing unit by a GE or supervisor will be retained by the Employing Unit for no less than four years and will be made available to any GE in the unit upon request.

**Section 6.** Each department or employing unit will prepare a General Duties and Responsibilities Statement (GDRS) describing the conditions under which GE assignments are made. The GDRS shall include the following information:

- a) A general description of the job requirements.
- b) The supervisory individual who shall oversee the implementation of the GDRS.
- c) Availability of Graduate Employee appointments in the department.
- d) Eligibility requirements and application process for appointments.
- e) Appointment and reappointment process.
- f) Workload and work assignment information.
- g) Health and safety information, including any training requirements, use of required personal protective equipment, accident reporting and workers compensation coverage



if substantially different from the health and safety information provided in Article 10, Section 2 and if not covered in more depth in a safety manual.

- h) Requirements for satisfactory progress towards graduate degree. These criteria must be as specific as reasonably possible and must include objective measures (e.g., GPA, limits on the number of incompletes, and deadlines and/or timelines for passing qualifying exams or proposing one's thesis).
- i) Discrimination Grievance Procedures: To file an employment-related discrimination grievance, GEs are encouraged to contact the Graduate Teaching Fellows Federation. For discrimination grievances that pertain to a GE's role as a student, graduate students should refer to the student section of the AAEO Discrimination Grievance Procedures online (<http://aaeo.uoregon.edu/booklet.html>). The AAEO will encourage all GEs attempting to file an employment-related discrimination complaint to contact the GTFF.
- j) GE absence procedure or reference to where this procedure is documented.

The GDRS of each department or employing unit shall include health and safety information or the department shall properly train GEs on health and safety duties and responsibilities and provide up-to-date safety information in a written document available to GEs.

Work load and/or work assignment information shall include course attendance requirements, office hour expectations, registration duties, grading, preparation, meeting with supervisors and/or co-workers, safety training, and any other duties included in the GE work assignment for both academic year and summer term appointments.

Except by mutual agreement of UO and the GTFF, GDRS revisions shall be submitted to the Graduate School by May 15 of each year. A copy of the revised GDRS will be forwarded to the GTFF.

**Section 7.** The Graduate School will make the GDRS available on its website in an easily accessible, electronic format by August 15 of each year. The copy of the GDRS contained on the Graduate School website shall be considered the master copy, and any electronic or non-electronic distribution of the GDRS must be made from this copy. The Graduate School should maintain and allow access to copies of out-of-date GDRSs for the prior eight (8) years. At the time of hire, GEs shall be provided with instructions on how to access the department's GDRS. A GE may request a meeting with their supervisor or department head to obtain clarification of their duties and responsibilities. The department or employing unit will orient the new GEs to resources utilized to fulfill the appointment at the beginning of each quarter.

**Section 8.** In accordance with Article 34, the GTFF will be responsible for distribution of the current collective bargaining agreement to GEs.

**Section 9.** GEs who will be required to be at work during periods of academic recess, except during registration period, shall be given no less than thirty-five (35) calendar days' written notice. GEs required to work at special events, conferences, attend retreats, assist in language fairs or perform other similar non-routine activities shall be given fifteen (15) calendar days

written notice. When such activities require travel, GEs are eligible for reimbursement and per diem in accordance with prevailing rates. In the event of an emergency, and with the mutual agreement of the GE and the unit head, a lesser notice period can be arranged. If timely notice is not given and the GE refuses to work during these activities, disciplinary sanctions will not be imposed. When possible, departments and programs will hold meetings at which GE attendance is required during regular workday hours rather than at night or on weekends.

**Section 10.** In recognition of the variable or flexible schedules associated with many research projects, GEs with 12-month or 9-month research appointments shall have the right to take up to ten (10) days of leave which may be contiguous during their appointment year, provided the procedures outlined in this section are followed. Such leave shall not reduce or otherwise interfere with the GE's obligation to fulfill the hours required of their assigned FTE. This provision does not apply to time off for academic employee holidays, research schedule permitting, unless these holidays fall within the period of ten (10) contiguous days for which leave is being requested.

Leave dates and duration will be decided by mutual agreement between the GE and the supervisor as the research schedule permits. To assure adequate consideration, a request for such a leave must be made in writing, either electronically or in hard copy, to the supervisor at least two (2) weeks in advance of the beginning of the leave. If mutual agreement cannot be reached, the GE shall have the right to time off during the last ten (10) days of their appointment contract, provided the GE submits a signed document to the employing unit attesting that all FTE requirements have been fulfilled.

This document must be submitted two (2) weeks prior to the expiration of the appointment. This section does not preclude the customary informal arrangements between the research GE and supervisor to accommodate other absences, as long as the GE fully meets the duties and responsibilities associated with the assigned FTE for the position.

**Section 11.** The parties acknowledge that academic programs are primarily responsible for graduate education of which pedagogy, the relation of culture to disciplinary and interdisciplinary research, and the use of equipment, libraries, and other research tools are essential parts and are, as such, outside the scope of this Agreement. As such, we also acknowledge that departments are responsible for ensuring that GEs who are expected to teach-using specific software programs or equipment are trained in the use of those programs and equipment. However, the employer will provide GEs with specific information and training related to their employment at the University as described in Section 12 of this Article.

**Section 12.** All GEs shall complete four (4) hours of required employment training by the University during the academic term in which the GE begins their first GE appointment. The training will address but will not be limited to:

- a) Achieving an inclusive work environment including: cultural competency, equity and inclusion, disability access, issues of mental health, etc.,

- b) Discrimination and sexual harassment policies including: GE reporting obligations, the ADA, Title IX, etc.,
- c) Other employee-related policies and procedures including: sick leave and time and hour reporting, and
- d) General employment information including: information about services, programs, and offices that would be useful to GEs in their roles.

The four (4) hours of mandatory training will be compensated by a stipend equivalent to four (4) hours of pay at the GE level I minimum rate. The parties agree that four (4) hours of training accounts for no more than 0.09 FTE and in no case shall the GE's FTE exceed 0.50 due to the training.

The University and the GTFF have a shared interest in assuring the efficacy and accuracy of training. To that end, the University shall establish a training advisory committee consisting of:

- a) Two (2) GEs appointed by the GTFF,
- b) A representative from the Graduate School,
- c) A representative from Human Resources, and
- d) A member of the Graduate Counsel.

This committee shall advise the Dean of the Graduate School and make recommendations to this training.

**ARTICLE 10**  
**HEALTH, SAFETY AND WORK ENVIRONMENT**

**Section 1.** Both the University and GEs acknowledge their commitment to a respectful workplace. The parties agree to adhere to the annual Respectful Workplace Memorandum jointly issued by Academic Affairs and Human Resources.

**Section 2.** Facilities and Services

The University shall provide each GE with access to facilities and services conducive to carrying out their assignment (i.e., teaching, research, or administration) in a professional atmosphere, including reasonable office or desk space; reasonably secure storage space for books, papers, and supplies; and reasonable access to a computer. Upon notification and request by a GE, a department will provide reasonable access to a telephone, except for jobs that include work tasks requiring use of a phone. For GE with tasks requiring a phone (e.g. conducting phone interviews, calling conference participants, etc.), phones will be automatically provided, unless there is mutual agreement between the GE and the employing unit not to. Each GE shall also have reasonable access to private facilities for conferring with students and faculty and for other job related purposes. GEs shall be provided desk copies of, or electronic access to, all texts required for their assignment. GEs have the same responsibility as other academic and administrative employees to maintain a safe, healthy, clean work environment. This responsibility may not conflict with or exceed GE work assignment/workload (see Article 10).

Departments shall develop policies and procedures regarding condition of workspace and access to private meeting space, telephones, computers, internet access, office supplies, photocopies, printouts and all other materials required for the GE's work assignments. These policies and procedures shall be documented and made available to GEs by incorporating them into departmental GE manuals or graduate student handbooks, by posting the information online, or by creating a document specifically for that purpose. Listed below are practices and standards designed to ensure a safe and appropriate working environment and to serve as reference for specific departmental policies and practices. Departmental policies and procedures shall address at least the categories listed below. Standard working hours for the purpose of this article are defined as Monday through Friday, 8 a.m. - 12 p.m. and 1 p.m. - 5 p.m.

a.) Workspace

- i. Working locks on doors
- ii. Properly and securely installed partitions and shelving
- iii. Safe and appropriate furnishings
- iv. Provided with the same custodial services on the same schedule as other similar spaces in the department or building/facility
- v. A desk space in a room able to be locked with no more than 2 GEs assigned to share that desk
- vi. Access to gender inclusive restrooms comparable to other employee groups

b.) Private Meeting Space

- i. Access to space suitable for private meetings for GEs with teaching assignments either as instructor of record or as lab/discussion leader
- c.) Access to Computers
- i. Easy and reasonable access, at least during standard working hours, to computers equipped with software typically provided other departmental staff and as it relates to GE assignments. Departments may send out requests to determine if computers will be utilized by GEs for work duties, and if by mutual agreement they are not being utilized, they may be removed.
  - ii. Easy and reasonable access to internet necessary to carry out work assignments.
- d.) Access to Telephones (for all GEs with duties requiring phones, or upon GE request)
- i. Easy and reasonable access to telephones necessary to carry out work assignments
  - ii. Access to voicemail or other messaging service
- e.) Access to Office Supplies, Photocopies, and Printouts
- i. GEs working under the direction of an instructor of record (as teaching assistants, lab leaders, or discussion section leaders), administrative GEs, and research GEs shall have access to supplies necessary to accomplish the tasks associated with their assignments as directed by their supervisors. These shall be available at no personal cost to the GEs and does not preclude limitations placed upon the supervisors or instructors of record.
  - ii. GEs working as instructors of record shall have limits on quantity and out-of-pocket costs for necessary supplies that are substantially similar to other instructional staff with comparable instructional assignments in the department. Access to these supplies shall be available at least during departmental standard working hours.
- f.) GE Assistance
- i. Departments with GEs who work as instructors of record shall specify how GE assistance for the instructor-of record GEs shall be apportioned.
- g.) Kitchen Facilities
- i. Access to the same or similar facilities as other faculty and staff in the department.
  - ii. When no kitchen facilities exist, GEs and/or the Union have a right to request kitchen facilities.

### **Section 3. Health and Safety**

The University acknowledges an obligation to provide a safe, clean and healthy environment for its employees on the University of Oregon campus and in University-owned or controlled facilities, and agrees to do so in accordance with any and all applicable local, State, and Federal laws pertaining to occupational safety and health. GEs may refuse to work in unsafe spaces, whether or not the space is owned or controlled by the University.

- a) Training: The University shall see that GEs are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice that they are authorized to use or apply during the course and scope of their employment. GEs will attend all required training on workplace health and safety provided by the University and this training will be provided at the employee's regular rate of pay.
- b) Equipment: It is the responsibility of the University to provide, at no cost to the GE, all necessary personal protective equipment (PPE) and training in the proper use of any issued PPE.
- c) The University shall provide for and maintain in safe working condition all tools and equipment required for the execution of GE duties.
- d) If, after reporting to the supervisor that a specific 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 officer has reviewed the situation and made a finding. The University shall notify the GTFF of each determination that is made.
- e) When OR-OSHA provides notice that it plans to inspect University facilities where GEs work, the Union shall be notified as soon as possible if possible. A Union official, upon request, shall be allowed to accompany the inspector if possible.
- f) The Union shall be afforded representation on the University Safety Advisory Committee.
- g) Once the time and location of assignments have been established, a GE who has security concerns about these aspects of their assignment will have until one week prior to the start of classes to submit a petition to the hiring unit stating their reason for requesting a reassignment. The hiring unit will prescribe a remedy and/or make an effort to reassign the GE. If the hiring unit is unable to reassign the GE or prescribe a remedy acceptable to the GE, they may either accept the original assignment or resign their appointment for the term.
- h) GEs who are nursing shall be afforded appropriate access to secure, private, and sanitary lactation space, other than a public restroom or toilet stall. The university will make reasonable efforts to ensure that such spaces are in close proximity to a GE's primary work space. If private and secure, lactation spaces may include the GE's work area or a child-care facility. The university shall provide at minimum five (5) permanent lactation spaces on the Eugene campus. GEs employed at a facility other than the Eugene campus may request a lactation space.

A GE who has resigned their appointment following the process outlined here shall be put on a departmental priority reappointment list until the end of the academic year or until another appointment of equal duration is made, whichever comes first. GEs on the priority reappointment list shall receive first consideration by the department for other suitable appointments before employing new GEs.

A GE on the priority list who declines a subsequent appointment offer that is substantially similar to the position which they resigned and for which they are qualified shall be taken off the priority reappointment list for that term. However, if the GE does not accept the subsequent appointment offer based on the security concern identified in the above-mentioned petition process, they may remain on the priority list by stating in writing that the same security concern still applies.

**Section 4.** The Union may provide to the University a list in priority order of those facilities and services it believes do not meet the requirements of Section 1 and Section 2 of this Article. Within forty-five (45) days of presentation of the list, the University shall advise the Union of its evaluation of the list and the University's plan to remedy those items which it believes to be deficient.

**Section 5.** Suppression of electronic publication by the University of information about a GE shall be by active permission of the GE.

**Section 6.** In the event office or work space is temporarily made unavailable for use by the University, the department shall arrange alternate workspace for immediate use or make an appropriate adjustment to work duties.

**Section 7. Professional Ethics**

For the purposes of this section, professional code of ethics refers to guidelines for conduct published by recognized professional associations.

Graduate Employees shall not be barred from consulting with their professional association or outside legal counsel should an ethical concern arise at their workplace. GEs who believe they are being asked to perform a work duty in violation of a recognized professional code of conduct may call for a meeting with their department/unit head (or department/unit head's supervisor if the department/unit head is the party asking for the work to be performed) to discuss the matter. The GE shall have the right to have their Union representative present at such meeting.

**Section 8.** As personnel forms related to GEs are revised, the forms shall be updated to be gender inclusive. Forms used most commonly will be updated immediately; these forms include: appointment letters, job descriptions, department handbooks, Graduate Assistance Fund forms, Jesse M Bell Grant form, GDRSs, and all forms listed here <https://gradschool.uoregon.edu/staff/gtf-forms>. This provision will not apply where mandatory State or Federal forms are not available with gender-inclusive terminology.

**Section 9.** The University shall provide an employment disability accommodations process for all GEs.

- a. The Americans with Disabilities Act (ADA) and the reasonable accommodation process will be covered as part of the GE orientation provided by the Graduate School.
- b. All GEs shall receive information in initial offers of employment to access necessary and reasonable employment accommodations for a variety of disability needs covered

by the ADA including but not limited to chronic health conditions, physical disabilities, mental health disabilities, learning disabilities, and/or any other conditions. The University shall attempt to put into place workplace accommodations before the beginning of employment if advance notice is provided. A list of the types of workplace adjustments that might constitute reasonable accommodation shall be provided to employees when first seeking accommodations.

- c. The University shall, when feasible and agreeable to the GE, take steps to reduce duplication in the accommodation processes covering a GE's student and employment accommodation needs. Both employment and student disability accommodation offices shall inform GEs of the availability of both kinds of accommodations and will, upon request of the GE, work collaboratively with the other office to integrate the accommodation implementation process.
- d. Denials of employment disability accommodations, including when denials are based on the anticipated costs of the requested accommodations, shall be resolved through the GTFF grievance procedure at the discretion of the GE to optionally begin at Step 3.



## **ARTICLE 11 PERSONNEL FILES**

**Section 1.** At the request of a GE, the University shall provide reasonable opportunity for the GE to inspect, at the GE's place of employment, the GE's personnel file(s). Normally, such accommodation shall take place within the same day and under such conditions as are necessary to insure its integrity and safekeeping. Upon request and the payment of fees not to exceed the actual cost of reproduction, the University shall furnish a copy of the requested materials. GEs shall have the right to review upon request material relating to their performance as employees, as well as performance as students as such material relates to employment. Material excluded from this review shall include confidential letters of recommendation for which the GE has signed a waiver of the right of access.

**Section 2.** A GE may choose to be accompanied by a representative of the Union and/or counsel when reviewing material permitted under Section 1 of this article.

**Section 3.** All evaluative or disciplinary material relating to a GE's employment or performance as a student placed in a file shall be signed by the author and dated or date stamped when received. This requirement does not apply to personnel action forms and other similar material routinely placed in files for record keeping purposes. Copies of all documents pertaining to employment related performance and evaluation of a GE shall be kept in one file maintained in the GE's department or administrative unit. This does not preclude the keeping of additional files in other University of Oregon offices as needed for record keeping purposes.

**Section 4.** No evaluative or disciplinary information reflecting unfavorably upon a GE shall be placed in the personnel file without the signature of the GE. The GE shall be required to sign such information and may request the following disclaimer: "GE signature confirms only that the supervisor has discussed and given a copy to the GE and does not indicate agreement or disagreement." A GE has the right to have placed in the file a written response or rebuttal to material in the file and have the response attached to the material to which it refers.

**Section 5.** A GE has the right to have placed in the file any material or information which may reasonably be expected to be of assistance in the evaluation process.

**Section 6.** No reference to a grievance shall be placed in a departmental personnel file nor shall reference to a grievance be considered in evaluation of a GE.

**Section 7.** No written disciplinary or evaluative material relating to the GE as a University employee shall be included in materials transmitted to the Career Center, unless requested by the GE.

## **ARTICLE 12 EVALUATIONS**

**Section 1.** Departments and employing units may evaluate GEs as employees as often as the department deems advisable. The establishment of performance criteria is the responsibility of the department or employing unit, but consultation with GEs concerning such criteria is not precluded.

**Section 2.** GEs' job performance shall be evaluated by established University and departmental procedures. A general description of evaluation processes shall be kept on file in the employing unit or department office and shall be made available to GEs upon request. GEs shall be notified no later than two workdays prior to the first evaluative observation per term. Notification of evaluative observations in a term is optional. When prior notice is not required, the GE will be told either at the beginning of or immediately following the class that an observation or evaluation is to be or has been made. When a faculty member has the responsibility for evaluating a GE, the GE shall have the opportunity to submit to the department additional questions appropriate to the evaluation of the GE's teaching performance. The department shall administer these questions concurrent with the regular department student evaluation.

**Section 3.** In those teaching situations where the University does not require student evaluation, the department may on its own initiative, and shall at the request of the GE no more than once per term, administer a student evaluation. The evaluation shall be administered in a way that preserves student anonymity.

**Section 4.** In addition to any evaluations as permitted by Section 1 of this Article, the person to whom a GE is assigned shall observe and provide a critique of the classroom performance no more than once per term at the request of the GE.

**Section 5.** All evaluations of job performance shall be placed in the GE's personnel file, but only after having been discussed with the GE by the supervisor. GEs must sign the evaluation stating that they have read the evaluation. A GE may attach a rebuttal for inclusion in the file. Student evaluations are to be included in the GE's personnel file at the GE's request.

**Section 6.** The results of student evaluations of GEs shall be made available to GEs in the same manner as the results are made available to the faculty in the same department. Supervisor evaluations, as well as other measures of teaching effectiveness, shall provide the basis for a GE's evaluation.

**Section 7.** Deficiencies noted in an evaluation of a GE shall include specific recommendations for improvement and a time frame in which the GE is expected to remedy such deficiencies to the satisfaction of the supervisor.

## **ARTICLE 13 GRIEVANCES**

### **Section 1. Intent**

The objective of the University and the Union is to secure, at the lowest possible step of the grievance procedure, a fair and equitable resolution of grievances. The orderly processes herein set forth shall be the sole method used for resolution of grievances as that term is herein defined.

### **Section 2. Definitions**

- a) "Grievance" means an allegation that there has been a violation, including but not limited to misinterpretation or improper application, of the terms of this Agreement.
- b) "Grievant" means one or more members of the bargaining unit, or for purposes of Section 6 of the Union or the University.
- c) "Working day" means a day when classes or examinations are scheduled in accordance with the official academic quarter calendar of the University.

### **Section 3. General Provisions**

- a) Grievants may consult with Union representatives at any time relative to a grievance, provided such consultation does not interfere with the scheduled working hours of the parties involved. A grievant may have a union representative present at any step of the procedure.
- b) The Union and University may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied.
- c) Failure at any step of this procedure to communicate the decision on the grievance within the time limit, including any extension thereof, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be deemed to be acceptance of the decision.
- d) A grievant has the right at any step to self-representation or to appoint the Union as a representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- e) All facts relevant to a grievance or complaint shall be presented by the parties with the objective expressed in Section 1 of this Article.

### **Section 4. Presentation of Grievance**

- a) The grievant must present the grievance not later than forty-five (45) working days following the earliest date on which the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition

which is the basis of the grievance.

- b) Grievances alleging discriminatory harassment (including sexual harassment), as defined by published university policy on prohibited discrimination, discriminatory harassment, and sexual harassment must be filed within 365 days of the earliest date that the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.
- c) Written grievances (at Step 2 and above) will include at least:
  - i. A statement containing the approximate date and the nature of the grievance and the names of identifiable persons directly involved and/or responsible for the act or omission alleged to be the cause of the grievance.
  - ii. The provision(s) of this agreement which the grievant believes to have been violated, misinterpreted or improperly applied.
  - iii. All relevant facts supporting the allegation.
  - iv. The relief sought.
  - v. The name of the person representing the grievant.
  - vi. The date and signature of the member(s) of the bargaining unit included in the grievance or an officer of the Union if the Union is the grievant.
  - vii. For purposes of Section 6 a specific provision of this Agreement alleged to have been violated shall be identified.

## **Section 5. Processing of Grievances**

### **Step 1. (Informal)**

- a) Except for grievances filed under Section 6, where appropriate, GEs may present grievances orally to the person to whom the GE is assigned.
- b) That person will report the decision orally to the GE within five (5) working days of its presentation.
- c) Any settlement, withdrawal or other disposition of a grievance through this informal step shall not constitute any precedent in the disposition of similar grievances.

### **Step 2. (Formal)**

- a) If the grievant is not satisfied with the decision at Step 1 (or if Step 1 was not used), the grievant or a representative may present the grievance to the head of the operating unit (department, institute, school, etc.) within ten (10) working days of the decision at Step 1 if applicable.
- b) The grievance shall be in writing as provided in Section 4b) above. The Graduate School and the Employee Relations Manager shall be provided with copies.

- c) If the grievance is not presented by a Union representative, the unit head shall send a copy of the grievance to the Union forthwith. If Step 1 is omitted, the grievance must be filed at this step within the time limits provided in Section 4a) above.
- d) The unit head shall arrange a meeting between the unit head or designee(s) and the grievant or representative(s) within ten (10) working days of receipt of the written grievance. The grievant is encouraged, but not required to attend.
- e) If the grievant elects not to be represented by the Union, notice of the meeting shall be given to the Union and a Union representative shall be entitled to be present at the meeting.
- f) The unit head will send a decision in writing to the grievant with a copy to the Union within fifteen (15) working days of the presentation of the grievance.

**Step 3. (President or Designee)**

- a) In the event that the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the President of the University of Oregon or designee within ten (10) working days of the decision at Step 2.
- b) The President or designee(s), other than persons involved at Step 1 or Step 2, or the Graduate School Dean, will convene and conduct a grievance hearing in which the grievant and/or representative(s) shall participate. If a grievant is not represented by the Union, notice of the meeting to hear the grievance shall be given to the Union and a Union representative shall be entitled to be present.
- c) The President or designee(s) shall send a decision in writing to the grievant with a copy to the Union within twenty (20) working days of the presentation of the written grievance to the President.
- d) Any designee of the President shall have relevant experience with legal agreements related to employment contracts or dispute resolution related to employment contracts.

**Section 6. Union or University as Grievant**

If the Union or the University is the grievant, the grievance shall be filed at Step 3. Within five (5) working days of filing a Step 3 grievance under Section 6, a representative for the Union and the Graduate School agree to meet to discuss the grievance. The party filing the grievance will initiate the meeting. Both parties agree that informal discussions to resolve the grievance can continue during the Step 3 process.

## **ARTICLE 14 CONSULTATION**

**Section 1.** The Union and the designee of the President of the University agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of the Agreement, or other mutually agreeable matters. The meetings shall be held within ten (10) days of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed. The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations, but shall be for the purpose of discussing collective bargaining issues or any other issues that are of concern to the parties.

**Section 2.** Any resolution by the parties under this Article shall be reduced to writing and signed by the parties within ten (10) calendar days of the meeting.

## **ARTICLE 15 ARBITRATION**

### **Section 1. Arbitration of Grievances**

If the grievance brought under Article 13 (Grievances) is not resolved at Step 3 of that procedure or as a result of consultation under Section 6, Article 13, the complaining party (the Union or University) may submit the matter to arbitration. Notice of intent to arbitrate must be filed with the President of the University or designee or the Union within twenty (20) working days of receipt of the Step 3 decision or the last consultation as appropriate (Article 13, Section 6).

### **Section 2. Selection of the Arbitrator**

Within five (5) working days of receipt of the notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) working days of the meeting, the party initiating arbitration shall request the Employment Relations Board to submit a list of five arbitrators, none of whom shall be an employee of the University, the Union or the American Federation of Teachers, unless both parties have agreed to the contrary.

Each party shall alternately strike one name from the list of five; the remaining person shall be selected as the arbitrator. The party initiating arbitration shall strike the first name.

If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and the parties do not agree to an extension of time, the selection procedure shall be repeated as provided herein unless the parties agree to employ an arbitrator on the original list.

### **Section 3. Submission Agreement**

As soon as practicable after the notice of intent to arbitrate has been filed, the parties shall meet to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, stipulation of facts, joint exhibits and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, each party shall submit its own version of the issue and the arbitrator shall decide the precise issue to be arbitrated; and such decision shall be made prior to determining arbitrability.

### **Section 4. Conduct of the Hearing**

The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed by the parties. The hearing shall commence within fifteen (15) working days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed as of such date.

### **Section 5. Arbitrability**

In any proceeding under this Article for which there is a submission agreement, the first matter to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement, the arbitrator shall first decide the issue to be arbitrated as provided in Section 3 of this Article; then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall hear the parties on the question before announcing the decision on arbitrability.

Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter nor make any decision or recommendation regarding the merits of the matter.

### **Section 6. Authority of the Arbitrator**

The arbitrator shall not add to, subtract from, modify or alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing any statement or opinion or conclusions not essential to the determination of the issue submitted.

The arbitrator shall have no authority to hear or decide issues or grievances which relate to allegations of discrimination on the basis prohibited by state or federal law, regulation or rule, except that concerning union activity.

The arbitrator shall have no authority to hear or decide any issue or grievance relating to any academic decision or judgment concerning the member as a student. The arbitrator may, however, hear the arguments that an academic decision was arbitrary and capricious, discriminatory (except as excluded in this Agreement), or based on false information, or otherwise contrary to the terms of this Agreement. Upon such finding, the arbitrator shall direct the University to reconsider the matter in accordance with its graduate student academic grievance procedure and the arbitrator shall maintain jurisdiction over the case until the University's review is completed.

If discharge of a GE results from the academic decision that satisfactory progress toward a degree is not being maintained, as provided in Article 16 (Discipline and Discharge), Section 4, the arbitrator may hear an appeal of a grievance that the GE was not afforded review of the academic decision to which entitled under current graduate student academic grievance procedures. Upon such finding, the arbitrator shall instruct the University to reconsider the matter in accordance with relevant procedures and shall maintain jurisdiction over the case until the University's review is completed. If the review results in a determination that satisfactory progress has been made, the arbitrator may order reinstatement and/or restitution subject to the limitations in this Article.

The arbitrator shall have no authority to reinstate as a GE a person who is no longer a student, or who is not qualified to retain an appointment as a GE for academic reasons. The arbitrator's award may include back pay, but the time period and amount thereof shall not exceed the amount and time of the unfulfilled appointment. The arbitrator shall have no authority either to award



reinstatement of an appointment for a period beyond the expiration date or to exceed the terms and conditions of the original appointment.

The arbitrator shall have no authority to make a decision which is contrary to the academic policies and academic regulations of the University.

The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties and responsibilities of the University which have not been limited by this Agreement.

### **Section 7. Arbitrator's Decision**

The arbitrator derives authority wholly and exclusively from this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may appeal the decision on the basis of repugnance to law, jurisdiction or that the arbitrator exceeded authority granted by this Agreement.

The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing unless the parties have agreed to additional time.

The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

### **Section 8. Costs**

All fees and expenses of the arbitrator shall be paid by the party not prevailing in the matter.

Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing required by the arbitrator shall be divided equally between the parties and each party will be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

### **Section 9. Miscellaneous Provisions**

Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules of the Oregon Employment Relations Board.

The compensation of any GE called as a witness and/or one GE serving as the Union representative in an arbitration hearing shall not be reduced for the period of time required to give testimony at the hearing, or in the case of the Union representative, to represent the Union at the hearing.

The burden of proof in all matters except discipline and discharge shall be upon the grievant; or if the issue is brought under Article 13 (Grievances), Section 6, the burden of proof shall be upon the complaining party.

## **ARTICLE 16 DISCIPLINE AND DISCHARGE**

**Section 1.** For purposes of this Agreement, discipline will include written warning or reprimand, reduction in duties, limitation of GE employment-based access to University owned or controlled property or discharge. The term “discharge” shall be limited to mean the termination of an appointment prior to the ending date of the appointment.

**Section 2.** Recognizing the value of such actions, both the University and the Union encourage the use of informal discussions between employee and supervisor in an effort to resolve employee performance problems. Such interactions shall not be considered disciplinary or used as a factor in future hiring decisions unless accompanied or followed by a written statement, which shall be included in the employee’s personnel file consistent with the terms of this agreement.

**Section 3.** No GE shall be disciplined or discharged except for just and sufficient cause. Disciplinary sanctions shall be imposed in accordance with the principles of progressive discipline where the application of such principles is appropriate. Some conduct warrants a substantial sanction or discharge on the first occurrence. A history of discipline, whether identical in nature or not, may have a cumulative effect, resulting in a more severe sanction. Neither the type of conduct nor the severity of the discipline alters the requirement of just and sufficient cause or the availability of the grievance procedures in this Agreement. Nothing in this section shall constitute a change from standard interpretations of “just cause” and “progressive discipline.”

**Section 4.** A GE is responsible to the department or unit and/or the supervisor in matters regarding employment performance. Should a GE be disciplined or sanctioned in accordance with Section 1, the department/unit must:

- a) Meet with the GE to discuss the exact matter considered unacceptable;
- b) Express to the GE that a warning or reprimand is being given pursuant to this Article and that such may be placed in the employee’s personnel file;
- c) Provide the GE with a written summary of the discussion within five (5) working days of the discussion. The written summary of such shall include specific guidelines for remediation of behavior/performance.
- d) Comply with the provisions of Article 11 in placing any reference to the meeting in the employee’s personnel file.

**Section 5.** If the unsatisfactory performance is not corrected, or if it recurs within the term(s) of appointment, discharge or reduction of duties may be recommended by the supervisor in writing.

- a) Before a discharge or reduction of duties may take effect, within five (5) working days of its recommendation, the department chairperson (or equivalent level of supervision in the unit) shall review the complaint and the recommended disciplinary action.

- b) In the event that the supervising professor is also a chairperson, the matter will be reviewed by the Dean of the College or designee.
- c) The reviewer shall conduct a thorough and fair investigation to determine if established University or departmental policies have been violated.
- d) Should the reviewer agree with the supervising professor, the disciplinary action may take place.
- e) The disciplinary action should be applied even-handedly, fairly and appropriately.
- f) All documents generated in compliance with Article 16, Section 5, should be placed in the employee's personnel file in accordance with Article 11.

**Section 6.** If reduction in duties or discharge is imposed, the GE who disagrees with the sanction may seek redress through the grievance procedure provided in this Agreement. Action by the University under this article is not stayed by the filing of a grievance or by arbitration, except by mutual agreement. A grievance concerning discharge or reduction in duties may be held at Step 3 of the Grievance Procedure. If reduction in duties or discharge is imposed at the end of an appointment period, it may be applied retroactively with respect to that proportion of the total appointment obligation which has not been fulfilled.

**Section 7.** If a GE is absent without notifying their supervisor for five (5) consecutive working days during any academic term, the GE may be considered to have abandoned their position and voluntarily resigned from University employment retroactive to the first day of the absence. Before the University deems the GE to have resigned employment, the University shall attempt to contact the GE by phone, by their University email address, by their campus mailbox (if one exists), by their personal email address if this address is on file in Banner or has been recently used by the supervisor to correspond with the GE, and by letter mailed to the last address on file in Banner, and shall provide the GE with at least three (3) working days to respond and present extenuating circumstances. The University's attempt to contact the GE may occur within the 5-day absence, or after. The University will provide the Union with notice of termination of the GE under this provision at least three (3) working days before termination is processed. Such absence may be covered by the Dean of the Graduate School or designee by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed. Nothing in this article shall prohibit the University from reinstating a GE to their position.

**Section 8.** Notwithstanding other sections of this Article, nothing shall limit the right of the University to discharge a GE when:

- (1) the GE has made less than satisfactory progress toward their degree; or
- (2) the GE transfers to a new department or graduate major, unless (a) the appointment was already in a unit outside of the GE's home department and (b) the transfer has no negative impact on the operations, agreements, or budget of the employment unit.

If a GE is discharged on the basis of less than satisfactory progress toward the degree, the department/unit must inform the student of this in writing, citing the criteria for satisfactory academic progress that have not been met. This communication should be documented and placed in the student's file in accordance with the provisions of Article 11. Graduate students may grieve departmental decisions related to satisfactory progress through the graduate student academic grievances procedure.

**Section 9.** Each academic department shall have written criteria defining satisfactory progress filed with the contract administrator. These criteria must be as specific as reasonably possible and must include objective measures (e.g., GPA, limits on the number of incompletes, and deadlines and/or timelines for passing qualifying exams or proposing one's thesis).

- a) Revisions of the criteria shall be filed with the contract administrator within fifteen (15) working days of their enactment and will be forwarded to the Union within thirty (30) days of their receipt by the contract administrator.
- b) When no revisions are received by the contract administrator, the existing criteria are assumed to be current and in force.
- c) GEs appointed in their own academic departments are to receive the criteria with their letters of appointment. Subsequent changes in criteria will be distributed to all currently employed GEs.
- d) GEs appointed in academic departments other than their own or non-academic units are subject to the satisfactory progress criteria of their own departments and should obtain them from their departments, where they will be made available. A department shall not discharge a GE or unilaterally reduce a GE's FTE during the period of an appointment for failure to maintain satisfactory progress toward a degree if such status is related to thesis or dissertation requirements without having given the GE a written warning and a reasonable time, generally not to exceed one academic quarter, to re-establish satisfactory progress.

**Section 10.** Notices of disciplinary action and reprimands are part of the supervisor's copy of the GE's personnel file and, as such, are to be retained in accordance with the University's personnel records retention schedule. If the University's personnel records retention schedule permits, the record of a written warning or reprimand shall be removed from the GE's personnel file upon the awarding of the graduate degree, or as soon thereafter as permitted by law. Materials so removed shall not be used with respect to later disciplinary actions, decisions concerning reappointment or any other decisions which would adversely affect the GE concerned.

**Section 11.** A GE may have a Union representative present, to represent or accompany the GE, in any discussion or meeting regarding discipline or discharge of the GE.

## ARTICLE 17 APPOINTMENT/REAPPOINTMENTS

**Section 1.** The University appoints GEs after consultation with departments, schools, and colleges, who make recommendations from among a pool of eligible candidates within their unit. Graduate students have the right to apply for GE positions in all departments or employing units. There can be no limits on the number of GE positions for which a graduate student may apply.

Each department and employing unit that appoints GEs shall have a standing committee, made up of at least three members, to evaluate GE applications. The standing committee shall rank applicants and shall base rankings and appointments and reappointments on written criteria for selection. These criteria should address issues such as:

- a) who is eligible for appointment and how applicants are ranked (e.g., in-department vs. out-of-department students, Master's vs. Doctoral students, initial year vs. continuing students, etc.);
- b) what weight is given to previous experience in teaching (in the department or in other departments or institutions);
- c) if continuing appointments are possible, what evaluative factors are used (e.g., if previous GE performance is deemed relevant, how is it to have been evaluated; are academic records as student being used, etc.).

The above are meant to be exemplary rather than mandatory. The intent is that candidates shall be given clear information concerning the framework in which their applications are being considered.

When making a GE hiring decision, an employing unit may not select a particular candidate on the basis that costs associated with that candidate's benefits (e.g., tuition, insurance) will cost the unit less than those of other candidates.

Each department and employing unit must maintain GE search records (including applicant rankings) in accordance with the University's personnel records retention schedule. In the event of a grievance related to hiring procedures, this information, redacted in accordance with the *Family Educational Rights and Privacy Act* (FERPA), will be made available to the University and the Union.

Appointment decisions shall be made by the standing committee of the department and shall not be made for arbitrary or capricious reasons. In choosing among candidates, strong consideration may be given to the student's potential in the proposed academic program. Because of this, in academic departments, priority may be given to candidates enrolled in that department's program(s).

While appointment or reappointment criteria may include the recommendation of the person who will act as the GE's supervisor, the committee must give substantial consideration to the other

appointment or reappointment criteria.

If a department or employing unit does not offer a reappointment on the basis of less than satisfactory academic progress toward the degree, the department/unit must inform the student of this in writing, citing the criteria for satisfactory academic progress that have not been met. Graduate students may grieve departmental decisions related to satisfactory progress through the University's graduate student academic grievances procedure.

As described in Article 9, each potential GE shall receive the written appointment or reappointment criteria at the time of application.

The University will offer graduate teaching fellowships to graduate students by sending letters of appointment stating the terms of the appointment, including the duration, monthly rate, percent of FTE and level. GEs accept the appointment by sending the signed letter of appointment back to the University. For purposes of Section 3, the GE's acceptance is valid on the date it is received by the University. The University shall endeavor to educate all departments and employing units on the proper procedure for making offers of employment to Graduate Employees and discourage the practice of presenting informal offers of employment as guaranteed.

At the time of the appointment offer, each department or administrative unit shall provide the graduate student with written instructions on how to access the department or administrative unit's General Duties and Responsibilities Statement.

Hiring units and GEs shall both endeavor to complete and sign letters of appointment and other necessary hiring paperwork in a timely manner.

The University agrees to post all GE job openings for positions in non-academic or administrative units and out-of-department positions with the Graduate Teaching Fellows Federation office, and on the websites of the Graduate School and Human Resources.

**Section 2.** No appointment shall create any automatic right, interest or expectation in any other appointment beyond its specific terms. GEs will be employed year-to-year rather than term-to-term whenever feasible. GEs cannot be employed term-to-term in order to determine whether they are adequately qualified for a GE position. Employing units are encouraged to appoint full academic year (fall, winter, spring) appointments whenever feasible. Each department and employing unit in which there is a possibility that GEs will be reappointed shall include reappointment criteria in their written criteria for appointment (see Section 1).

**Section 3.** An appointment may be rescinded by the employing unit within ten (10)-calendar days of issuance of the offer unless payable work is requested by the University and performed by the GE. All offer letters must clearly state in bold font on the first page that there is a ten (10) day rescission period. Once an appointment of a GE has been accepted and the rescission period has passed, it may not be rescinded or reduced except for good cause shown. The duration of a GE appointment is limited to a maximum period established by policies published in the GDRS governing GE reappointments in the department or school, contingent on satisfactory academic progress, the availability of funds and positions, and providing that the definition of the position

does not substantially change. Nothing in this section shall preclude the University or employing unit from pursuing discipline or discharge of a GE as outlined in Article 16.

**Section 4.** Departments and programs will give priority to GE appointments. All graduate students employed by the University at .2 FTE or above for research, teaching (e.g., grading, lab assistant, discussion leader), or administrative duties will be awarded a Graduate Employee appointment, except in emergency situations that cannot be accommodated by an increase in the FTE of current GEs and/or the creation of new GE position. This section also applies to the hiring of undergraduate students or other non-salaried hourly workers to positions appropriate for GEs. Nothing in this article is intended to limit appropriate educational opportunities for Undergraduates.

**Section 5.** Subject to the offer and acceptance method described in Section 1 and the rescission period described in Section 3, years of funding offered by a department or employing unit detailed in admission or appointment notices sent to new hires and any subsequent offers of funding shall be binding and may not be reduced or rescinded except for good cause shown including the GE's poor performance, discharge under Article 16, or ineligibility for an appointment due to unsatisfactory academic progress.

## **ARTICLE 18 CLASSIFICATIONS**

**Section 1.** Beginning September 15, 2016, the University will implement a classification system as described in this article. All new GE appointments after this date shall include the classification of the position. Duties will determine in which classification a GE belongs; a job title is not indicative.

### **Section 2. Classifications**

The classification of a GE appointment is determined by the nature of the majority of the duties performed by the position. Job titles are not indicative of proper classification. Placement of an appointment in a classification does not preclude duties generally associated with other classifications.

#### a) Instructors

GEs classified as instructors spend the majority of their time performing duties that are designed to impart knowledge to students by teaching and assessing students' performance. The remaining balance of their time is spent on closely related activities such as class preparation, recording grades, reviewing submitted work, and/or serving as mentors to students. Examples of duties commonly performed by GEs in this classification include solo instruction; leading discussion sections; lab instruction; instructional design; lesson planning; holding office hours; assisting faculty with instruction, grading, reviewing submitted work, recording grades, and providing feedback on assignments to students. In exercising the duties described above, GEs classified as instructors exercise independent judgment and discretion. Instructors are paid on a salary basis.

#### b) Researchers

GEs classified as researchers primarily conduct tasks associated with performing research in a lab or clinical setting. Researchers are paid on a salary basis and are required to let their supervisor know in advance whenever possible whether their work schedule will deviate from an agreed-upon weekly schedule. Nothing about this section shall be construed as limiting a researcher's grievance rights under Article 13.

#### c) Administrative

GEs classified as administrative primarily conduct administrative or office tasks outside of a classroom, clinical, or lab setting. Additionally, GEs who do not fall into the other classifications will be classified as administrative GEs. Administrative GEs are paid on a salary basis and will be required to track their time on the timesheet provided by their supervisor.

Except for GEs classified as Instructors, GEs agree to receive permission from their supervisor



prior to working more than forty (40) hours in a work week. GEs and their supervisors shall make every effort to ensure GEs work does not exceed twenty (20) hours in a work week whenever feasible. A work week is defined as the period of time between 12:00 am on Monday and 11:59 pm on Sunday. Researchers and Administrative GEs understand that except as otherwise required by law, the university will pay them a fixed salary every month regardless of the number of hours actually worked that month. Minimal salary amounts and overtime rate calculations are set forth in Article 22.

### **Section 3. Classification and Reclassification**

The University will classify each GE appointment based on its primary duties.

If an appointment is misclassified or the nature of the position changes over time, a position may be reclassified.

- a) The University may initiate a reclassification at any time it believes the current classification of the appointment no longer reflects the majority of the appointment's duties. A reclassification will take effect ten (10) days after written notice has been given to the GE.
- b) A GE may petition for reclassification to their supervisor, department head, or to the Graduate School at any time they believe the current classification of the appointment no longer reflects the majority of their duties. If the reclassification petition is approved, a reclassification will take effect ten (10) days from the written approval of the supervisor, department head, or the Graduate School. If the petition is denied or if no response is received within ten (10) days, the GE may file a grievance pursuant to Article 13.

## **ARTICLE 19 SUMMER TERM**

**Section 1.** Graduate students who do not require academic credit to satisfy program or degree requirements, or who find that needed or required courses are not offered in summer term, may be appointed to summer term GE positions. Those who receive such summer GE appointments are exempt from the graduate credit enrollment requirement of Article 23.

**Section 2.** The workload or FTE for summer term appointments will be specified in the summer section GDRS (see Article 9, Section 4). During the summer term, GEs may be appointed on overload at an FTE level that exceeds .49 with the approval of the Dean of the Graduate School. The University will endeavor to make equivalent appointments throughout the University for comparable summer assignments. This agreement establishes minimum pay levels, but not the maximum pay levels that Departments or employing units may pay GEs during the summer term.

**Section 3.** During the summer term GEs shall be compensated in the same manner as they are during the three other terms (see Article 23, Section 1).

**Section 4.** Recognizing the variability of summer course registration, employing units may take the following steps to establish summer appointments:

- a) Ask GEs to indicate interest in summer work at any time during the academic year.
- b) Issue a “tentative summer offer,” if they believe work will be available during the summer, which can be made contingent on sufficient enrollment in a course or sufficient funding for non-instructional work.

Tentative summer offers can be rescinded without penalty up to four weeks prior to the start of the summer session in which the work is scheduled to commence. If a tentative offer is rescinded later than four weeks prior to the start of the summer session in which the work is scheduled to commence, the GE will be entitled to a payment of \$300.00 in consideration of work performed preparing for the assignment.

Except in extraordinary circumstances, offers of summer appointment shall be issued no later than one week prior to the start of the summer session in which the work is scheduled to commence. The rescission of accepted offers of summer appointment is governed by Article 17.

**Section 5.** Summer Tuition Waiver: Tuition waivers will apply to the summer term for all classes that will be used to meet requirements for the degree (excluding those with irregular fees) for GEs who have:

- a) fiscal year appointments (i.e., one appointment for July 1-June 30);
- b) appointments in any two quarters of the preceding academic year; or
- c) summer term appointments.

**Section 6.** Summer Fees: GEs shall be responsible for paying sixty-five percent (65%) of summer fees associated with enrollment in classes used to meet requirements for the degree, as provided for in Section 5. GEs shall be responsible for all summer fees associated when enrolled solely in classes not meeting requirements for their degree.

**Section 7.** Each May, the contract administrator will send a notice to all current GEs and a notice to all GE hiring units outlining the major provisions of this article and reminding notice recipients that GEs are allowed to enroll for summer term and will receive the summer tuition waiver as outlined in this article. Employing units and supervisors shall not discourage GEs from summer enrollment or from accessing any other contractual benefit.

**ARTICLE 20**  
**TEACHING BEYOND SPECIFIED WORKLOAD**

**Section 1.** A department may offer a limited number of GEs, as determined by the department, the opportunity to teach more than one course (with the same or different titles) beyond the workloads specified in the department's GDRS during one term of an academic year appointment. GEs who accept this responsibility in one term will not be required to work in one of the two remaining terms based on agreement with the department.

**Section 2.** A department may ask returning GEs with a regular contract for the full academic year to volunteer to teach an additional course or section(s). No GEs will be required to do so who have not volunteered.

**Section 3.** First-year GEs are not eligible for participation in this program.

**Section 4.** GEs may be assigned to teach multiple sections of a single course or to teach two different courses if at least one of the courses is one that they have taught in the past.

**Section 5.** In the event that more eligible GEs volunteer than the department has sections to staff, the head of the department (in consultation with the faculty) will select the GEs using the following criteria:

- a) Successful teaching in the course to be assigned, according to student and staff evaluations on record.
- b) Academic progress requirements faced by the GE during the term off (with priority given to students with scheduled dissertation defenses, deadlines for submission of the prospectus, or qualifying exams).

**Section 6.** The department will determine which term is the "off" term according to the needs of the curriculum and the academic needs of the graduate student. Once the "off" term is determined and the GE agrees, the department will not change the assignment except at the request of the GE and only then if scheduling permits. GEs participating in this program will receive a tuition waiver during their "off" term.

**Section 7.** It is understood that the GEs assigned to teach on this plan will be on a pay distribution plan that provides eight (8) equal monthly payments based on their individual salary level for the months of October through and including May of the applicable academic year. They will also receive one-half of their monthly salary rate for the months of September and June. GEs participating in this program will be paid on the basis of all work performed at the FTE associated with the total number of courses or sections they teach during the full academic year. GEs who successfully complete this program will also be eligible for a "summer sandwich" and they will otherwise suffer no economic disadvantage under the current collective bargaining agreement.

**Section 8.** Participants in this program must be enrolled during the "off" term and in accordance with the requirements of the Graduate School for GEs.

**Section 9.** This article does not apply to FLSA non-exempt appointments.

**Section 10.** This article does not establish precedent nor does it in any way impact the current practices regarding teaching assignments for GEs not participating in this program.

## **ARTICLE 21 LAYOFF**

**Section 1.** Layoff is defined as a separation from university service during the period of a GE appointment due to a reduction in force or a reduction in a department for financial or academic reasons. Layoff shall not reflect discredit on a GE.

**Section 2.** Order of layoff will be based on reasonable criteria. Layoff shall be implemented by providing the GE with as much written notice of separation as possible, but no less than thirty (30) days before the effective date of the layoff, stating the reasons for layoff. Affected GEs shall be compensated for preparation time actually performed up to 20 hours, and for any actual work performed in addition to preparation time.

**Section 3.** GEs will not be laid off due to inadequate course enrollment.

**Section 4.** A GE who is laid off shall be put on a departmental priority reappointment list until the end of that academic year or until another appointment of equal duration is made, whichever comes first. The department shall, upon request, provide the Union with its priority reappointment list. It is agreed that GEs on said list shall receive first consideration by the department for other suitable appointment before employing new GEs for the duration of the original appointment.

In the event of layoff related to the elimination or partial elimination of departments or programs, GEs shall be notified in accordance with Section 2 and their names placed on a priority reappointment list held by the contract administrator. GEs on said list shall receive first consideration for suitable appointments in departments or programs of a cognate field and for non-academic appointments for the duration of the original appointment.

**Section 5.** If layoff occurs after established appointment start date for the quarter (see Article 22, Section 5, "Appointment by Quarter") or start date of the appointment in the case of summer appointments, affected GEs shall continue to have a tuition waiver, per Article 23 (Tuition Waiver), for the term in which the layoff occurs.

**Section 6.** A laid-off GE on the priority list who declines a subsequent appointment offer by the University that is substantially similar to the position from which they has been laid off and for which they is qualified, shall be taken off the priority reappointment list for that term and will no longer receive the tuition waiver.

**ARTICLE 22**  
**SALARY**

**Section 1.** At a .50 FTE appointment, a GE will be assigned employment responsibilities that do not exceed a maximum of 219 hours for the quarter, or with the mutual consent of the GE and the employing department, program or administrative unit, 656 hours per 9-month academic year. Workloads for GEs shall be prorated on the percentage basis of FTE. For example, a GE appointed at .20 FTE (the minimum quarter appointment) shall be assigned employment responsibilities that do not exceed a maximum of 88 hours of work per quarter, and proportionately for appointments at other FTEs as follows:

FTE	HOURS PER QUARTER
0.20	88
0.30	131
0.40	175
0.50	219

**Section 1a.** During the academic year, minimum FTE assignments of GEs who have sole responsibility for teaching a course and/or are listed as the instructor of record shall be based on the academic credit value of the course for which the GEs are responsible. (Sole responsibility is understood to mean sole responsibility for preparation for and teaching of classes assigned to them). Minimum FTE appointments shall be:

- 3 credit classes - minimum .40 FTE appointment
- 4 or 5 credit classes - minimum .49 FTE appointment

For four- or eight-week courses during the summer session, minimum FTE appointments of GEs with the same responsibilities described above shall be:

- 3 credit classes - minimum .30 FTE appointment
- 4 or 5 credit classes - minimum .37 FTE appointment

**Section 1b.** GEs are encouraged to notify their supervisors at any time during the quarter if their GE assignments require hours in excess of assigned FTE.

**Section 1c.** GEs will not be asked to work more than 15% of one quarter's total FTE assignment in any one week, except by mutual agreement of the GE and the supervisor in advance of such an assignment.

**Section 2.** Effective September 16, 2016, the half-time (.50 FTE) one quarter salary rate on which stipends for GEs in the bargaining unit are calculated shall be increased by 3.5% as follows:

	GE I	GE II	GE III
Minimum	\$4,736	\$5,350	\$5,649

Effective September 16, 2017, the half-time (.50 FTE) one quarter salary rate on which stipends for GEs in the bargaining unit are calculated shall be increased by 3.5% as follows:

	GE I	GE II	GE III
Minimum	\$4,902	\$5,537	\$5,847

Effective September 16, 2018, the half-time (.50 FTE) one quarter salary rate on which stipends for GEs in the bargaining unit are calculated shall be increased by 3.7% as follows:

	GE I	GE II	GE III
Minimum	\$5,083	\$5,742	\$6,063

Salaries paid will be prorated according to percentage FTE of the appointment held. The minimum allowable appointment is .20 FTE for a full quarter.

**GE I** - Regularly enrolled graduate students admitted to a graduate degree program or doctoral students who are not eligible for a GE II or GE III appointment.

**GE II** - Regularly enrolled graduate students who have a) master's degree in the same or cognate field, b) successfully completed a qualifying examination toward a doctoral degree, or c) completed 45 credit hours toward a doctoral degree and have written recommendation of the head of their major department.

**GE III** - Regularly enrolled doctoral students who have advanced to candidacy.

Graduate students transferring from another institution who meet one of the qualifications of GE II above at another institution and whom the University deems to have equivalent experience shall be appointed at no lower than the GE II level.

GEs shall be advanced to the appropriate level of the salary scale at the beginning of the term immediately following that during which the criteria for advancement were met.

**Section 3.** Academic and administrative units reserve the right to pay at a higher level, so long as salary equity by level of appointment for GEs is maintained in the department, program or administrative unit.

**Section 4.** Gross pay shall be stated in each individual GE's notice of appointment.

Monthly gross pay for full months shall be paid as stated in each individual GE's notice of



appointment. Monthly gross pay for partial months' pay shall be calculated as a fraction of the stated gross pay for full months prorated according to the ratio of working days worked within the appointment dates and working days of the particular partial month. Each GE shall be paid in full each payday for the month or fraction thereof which they have worked and which is covered by their appointment in accordance with the payroll salary distribution schedule described in Section 4 below.

In the event that a GE appointed for more than one academic quarter decides not to work as a GE in one or more of the quarters for which the GE has an appointment, overpayment will be returned to the University by the GE immediately.

**Section 5.** For GEs classified as salaried non-exempt, the overtime rate of pay of 1.5 times their hourly rate shall be calculated by Payroll in the same manner in which they calculate overtime for other salaried non-exempt employees. Currently, Payroll calculates the hourly rate and overtime rate on a weekly basis.

**ACADEMIC YEAR APPOINTMENTS**

12 month	7/1 - 6/30	12 payments
9 month	9/16 - 6/15	Sept and Jun ½ month; Oct - May full month

**APPOINTMENT BY QUARTER**

Fall	9/16 - 12/15	Sep and Dec ½ month; Oct - Nov full month
Winter	12/16 - 3/15	Dec and Mar ½ month; Jan - Feb full month
Spring	3/16 - 6/15	Mar and Jun ½ month; Apr - May full month

**TWO-QUARTER APPOINTMENTS**

Fall/Winter	9/16 - 3/15	Sep and Mar ½ month; Oct - Feb full month
Winter/Spring	12/16 - 6/15	Dec and Jun ½ month; Jan - May full month

**SUMMER TERM**

Summer	6/16 - 9/15	June and Sep ½ month; July - Aug full month
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**ARTICLE 23  
TUITION WAIVER**

**Section 1.** GEs appointed at .20 FTE and above are exempt from payment of tuition and of fees for self-support courses that are required for the completion of the degree for up to 16 credit hours taken in any quarter to which the appointment applies. With the permission of the University, a GE may be permitted to exceed the quarter limitation on credit-hour enrollment. The current overload instruction fee will be assessed for such excess hours as set forth in the Board of Trustees of the University of Oregon Policy on Tuition, Mandatory Enrollment Fees and Other Charges, Fines and Fees. Instructional fee waivers will apply to the summer term under the conditions outlined in Article 19, Section 6.

**Section 2.** For the duration of this contract, university-wide mandatory student body fees for GEs appointed at .20 FTE and above will be paid as follows:

University Responsibility	University-wide mandatory fees, including but not limited to building fee, health service fee, Recreation Center fee, Recreation Center bond, EMU bond, and all but \$61 of the incidental fee each term,; the matriculation fee for those GEs whose first term as GEs is the term in which they matriculate; any individual college/school resource fee, and course fees not described in the University fee book (see also “GE Responsibility”).
GE Responsibility	\$61 of the incidental fee and approved laboratory or course fees as described in the University fee book (i.e., “fees related to equipment, materials or ancillary services consumed by the student as part of course instruction where the equipment or material is not readily available for purchase through the bookstore or other external source.”) and governed by university policy.

The University will notify the GTFF four (4) weeks in advance of public hearings regarding changes to fees, including course fees, to facilitate GTFF input to this process.

**Section 3.** With the exception of fees for self-support courses that are not required for the completion of the degree, GEs will be exempt from payment of tuition (and self-support course fees) for classes offered at times when regularly scheduled classes during the academic year are not in session. Credit hours earned during such classes will not apply toward either the 16-credit maximum (Section 1) or the nine-credit minimum (Section 4).

**Section 4.** In the administration of the above policy, GEs shall be required, as a term or condition of employment, to enroll for and maintain a minimum of nine (9) graduate credit hours toward the

degree throughout the term but shall not be required to exceed that minimum. Notwithstanding this requirement, a GE's minimum workload may be subject to reasonable accommodations as provided by the Accessible Education Center, which may consult with the Graduate School and GE's program, as appropriate. Nothing in this contract will preclude an academic advisor from recommending additional hours as appropriate for the student's academic program.

**Section 4a.** Graduate students who do not require academic credit to satisfy program or degree requirements, or who find that the needed or required courses are not offered in summer session, may be appointed to summer GE positions. Those who receive such appointments are exempt from the graduate credit enrollment requirement.

**Section 5.** Nothing in this article shall be interpreted to restrict the Board of Trustees of the University of Oregon in any manner in the exercise of the Board's authority to establish instructional fees.

**Section 6.** For those GEs who pay a SEVIS fee to attend their current graduate program at the University of Oregon and who are employed as GEs in the term in which they matriculate in their current graduate program, the SEVIS fee paid by the GE will be reimbursed upon request and proof of payment unless that fee has already been paid or reimbursed by another source. Instructions on how to obtain a reimbursement will be posted on the Graduate School website. GE hiring units will provide a link to this information to all international GEs.

## **ARTICLE 24 HEALTH INSURANCE**

**Section 1a.** All GEs employed at .20 FTE and above are eligible for health insurance premiums outlined in this article. In addition, all GEs employed Spring Quarter who are continuing in their graduate program and who pay their portion of the premium by the end of the grace period for summer payment are also eligible for summer health insurance as outlined in this article. GE and University contributions are outlined in the schedule found in Appendix E.

**Section 1b.** The University will make lump sum health insurance premium payments (excluding administrative costs as described in Section 5) to the GTFF Health and Welfare Trust (hereinafter referred to as the GTFF Trust) for the purchase of health insurance by the GTFF Trust.

Each lump sum payment will be paid to the GTFF Trust within 30 days of receiving the list of all eligible GEs enrolled in the health insurance plan from the GTFF Benefits Administrator.

During Fall, Winter, Spring and Summer terms, for those with GE appointments, the University will contribute 95% of their health insurance premium costs. GEs in each enrollment category (as detailed in Appendix E) will contribute 5% of the quarterly premium for their selected coverage. During the term of this agreement, the University shall be responsible for 95% of premium increases only to maintain the current level of benefits. The University shall not be responsible for premium increases associated with non-negotiated expansion of current benefit levels.

Both the GTFF and the University will encourage the GTFF Trust to revise benefits to keep total premium increases below 10% whenever feasible.

The GTFF and the University will instruct the Trustees of the GTFF Trust that any return of premium overpayments and any premium credits received from or credited to the GTFF Trust by an insurer shall be applied in accordance with the Health and Welfare Trust Agreement.

For students without summer GE appointments who are eligible for insurance outlined in Section 1a above, the University will contribute 80% of premiums. Students in each enrollment category (as established in Appendix E ) will contribute 20% of the quarterly premium for their selected coverage.

**Section 2. LOAN FUND and PAYROLL DEDUCTION.** The University will allow GEs the ability to borrow the difference between GTFF Health Plan insurance premium costs and the University's health insurance contribution for each year to pay for the remainder of each GEs premium cost needs. All GEs will be eligible for this loan, which will be repaid to the University by means of payroll deduction. If no payroll deduction is available, GEs will be billed for repayment of outstanding loan balances. Failure to repay loans in a timely manner may result in termination of appointment, blocking of registration and/or disenrollment, late payment fees, and interest. GEs must reapply for the health insurance loan at the beginning of a term in order to receive insurance coverage using the insurance loan fund and payroll deduction. A GE must have an appointment in the term in which they apply for the loan. All insurance premium amounts loaned by the University to GEs who have enrolled in the GTFF Health Plan will be included in

the University's Fall term lump sum payment to the GTFF Trust.

**Section 3.** The GTFF Trust is solely responsible for the administration of any health care plan it offers. The GTFF will recommend to the Trust that the GTFF Trust Board of Trustees give voting rights to the member appointed by the University administration.

**Section 4.** The University will contribute ninety-four thousand dollars (\$94,000) to cover the costs of health insurance administrative services incurred by the GTFF Trust, including students receiving coverage through COBRA and training grants, for each fiscal year through the end date of the current collective bargaining agreement. This fee will be paid on September 16 or the closest business day.

**Section 5.** GEs on nine-month appointments who were employed during the Spring term and who have accepted an appointment for the following Fall term shall, upon payment of the appropriate fee, retain access to the services of the Student Health Center during the Summer term.

**ARTICLE 25**  
**FAMILY ISSUES GE POSITION**

**Section 1.** The University agrees to fund one 0.49 FTE GE position to work on family issues. The GTFF and the University will determine the job description and the duties for this GE position. To gather information on GTFF needs and available child care subsidies, the person in this position will represent the GTFF on the University's Child Care and Family Support Committee. The person in this position will report quarterly to the President of the GTFF and the Dean of the Graduate School.

**ARTICLE 26**  
**COURSES AS A CONDITION OF EMPLOYMENT**

No GE shall be prevented from enrolling in courses outside the GE's department as condition of employment. Such enrollment, however, shall not interfere with the academic progress toward a degree.

**ARTICLE 27**  
**LIBRARY PRIVILEGES**

For the term of this agreement all GEs shall have the same library borrowing privileges as doctoral candidates. Doctoral students will continue to have priority in the assignment of library carrels.



**ARTICLE 28**  
**JURY DUTY, ELECTION DAYS AND IMMIGRATION PROCEEDINGS**

**Section 1. Jury Duty**

When actual jury duty service interferes with the work assignment of a GE, that GE shall be entitled to leave with pay for such time, and may keep any money paid by the court for such service if the GE has applied to be excused or for a postponement until a time when the GE has no working obligation and such request has been denied. Upon receipt of a summons to jury duty, the GE will inform their supervisor of the date(s) for which he or she has been summoned to jury duty and will provide the supervisor with a copy of the summons.

Provided the GE abides by the provisions of this section, no reduction in FTE or loss of pay will result.

**Section 2. Election Days**

On recognized Federal, State, County and City election days, the work shall be arranged to allow GEs the opportunity to vote.

International GEs who wish and/or are required to vote in their national elections and can only do so at the consular agency, must provide the employing department with both reasonable advance notice and documentation. The employing department will arrange the work to allow the GE adequate travel time to the nearest consular agency where the GE may vote.

Provided the GE abides by the provisions of this section and the absence is not greater than five (5) total working days (one week), no reduction in FTE or loss of pay will result.

**Section 3. Immigration Proceedings**

In the event a GE is compelled during work hours to participate in immigration proceedings on behalf of him/herself or on behalf of a family member or partner, the GE shall provide their supervisor with written verification from the involved government agency including time and dates relevant to the absence.

Provided the GE abides by the provisions of this section and the absence is not greater than five (5) total working days (one week), no reduction in FTE or loss of pay will result.

## **ARTICLE 29 PAID AND UNPAID ABSENCES**

This article addresses short and long term absences due to personal illness, injury, medical appointment or procedure, or other disabling medical condition; the illness, injury, medical appointment or procedure, or other disabling condition of a child, spouse/partner, or parent; or bereavement. This article also applies to the birth or adoption of a new child, and to both parents if both parents are GEs.

### **Section 1. Notification**

Except as provided for in Sections 6, 7, and 8, it is the GE's responsibility to complete the duties assigned to them in a given term. If it is impossible to report for work to complete assigned duties or meet a class as scheduled, the GE should notify their supervisor or other designated department faculty/staff member (e.g., department head) as early as possible and before the first assigned duty on the day to be missed.

### **Section 2. Missed Class**

In the case that the GE will miss a class, the department may ask that the GE to attempt to find a substitute. The designated department faculty/staff member will also try to find a substitute. Whenever possible, the GE or their designee will provide the department faculty/staff member with information about the class to be covered (e.g., where they left off in the previous class). In cases where the absence is taken pursuant to Section 8, the department will ultimately be responsible for finding a substitute. If no substitute is found, the department may elect to cancel the class.

### **Section 3. Missed Duties**

If a GE's workload allocation is adjusted due to the use of paid sick leave, a GE may call for a review by the department/unit head or designee.

Except as provided for in Sections 6 and 7, for duties missed not related to a class meeting, the designated department faculty/staff member or supervisor will work with the GE to determine when and how the work will be made up.

### **Section 4. Departmental Policy**

Departments/employing units are required to have a GE absence procedure documented in the GDRS. It may also be cited in the GE/graduate student handbook, or on its website. The designated department faculty/staff member will be clearly identified in the documented procedure.

### **Section 5. Coverage for Absent GEs**

When coverage is necessary, the employing unit will notify the Graduate School and the Graduate

School will advise the employing unit regarding coverage for an absent GE. If a GE is assigned to cover the responsibilities of an absent GE and those duties exceed the replacement GE's current FTE workload allowance, the covering GE's FTE will be adjusted accordingly at the rates below. Except in addressing coverage needs resulting from absences pursuant to Section 7, no adjustments will be made that would cause a GE's appointment to exceed .49 FTE per term.

Any GE who substitutes for another GE who is on sick leave will either receive:

- 1) hourly compensation at the overtime rate of 1.5 times the substitute's current GE pay rate
- 2) or will account for the hours within their regular work assignment if work as a substitute is specified in the workload allocation form, a relevant and specific job description in the department GDRS, or documented list of individual work duties for that GE.

In no instance shall a GE be required to pay for a substitute.

### **Section 6. Graduate School Consultation**

If a GE misses or is going to miss more than five days in a term, the GE or their designee must contact the Graduate School. The Graduate School will coordinate with the GE and employing unit on any adjustment due to the GE's absence. Prior to adjusting a GE's FTE, the following factors will be considered: (1) the duration of the absence, (2) the timing of the absence; (3) the GE's assignment; (4) the ability of the GE to perform assigned duties; (5) whether or not it is feasible to adjust the assignment of duties within the current term; (6) in the case of an absence pursuant to Section 7, whether or not it is feasible to adjust the assignment of duties over the course of the GE's full appointment period; and (7) the absence's impact on academic progress. Where feasible and taking into consideration the aforementioned factors, adjustments to FTE will be applied equitably across all employing units. If there is no adjustment of FTE under this section, the Graduate School will assist the employing unit and the GE in determining duty and workload allocation.

### **Section 7. Family and Medical Leave**

When a GE will be absent for a period of greater than five (5) consecutive working days (one week), they may be entitled to the Family and Medical Leave as described in this section. At the request of a GE, Unpaid Parental Leave can be utilized before paid sick days.

#### **a) Eligibility**

Any GE who has been an employee of the University, as a GE, for at least one term preceding the term in which the leave is requested is eligible for leave according to the terms set forth in this section.

#### **b) Provision**

The GE shall be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve-month period for one or more of the following reasons: (1) the birth of a child and in order to care for such child; (2) placement of child with GE for adoption or foster care; (3) the care of a spouse (or equivalent in accordance with Oregon state law), child, or parent of the GE if a serious health condition exists; (4) a serious health condition of the GE which makes the GE unable to perform

their duties. In cases where such leave is five (5) weeks or longer in a single term, such leave may be taken in conjunction with an academic leave of absence.

After exhausting sick leave (or before exhausting sick leave in the case of parental leave), a GE who takes leave for one of these reasons has the right to shift duties and workload in a manner that allows the GE to take at least two weeks off (including sick leave) over the course of the GE's full appointment period. If a GE exercises this right, duty and workload allocation will be determined under Section 6 of this Article. The foregoing two sentences do not affect a GE's right under Section 6 to request additional adjustments to their duties and/or workload.

c) Notice Requirement

The GE shall provide their employer with written notice not less than thirty (30) days prior to the date of requested leave, if practicable. In the case of an emergency or unforeseen circumstance, the GE must give a verbal notice to their employer within twenty-four (24) hours of taking leave. In the case of a serious health condition, the University may request medical verification from a healthcare provider and the GE must provide such verification within fifteen (15) days of the request.

d) Benefits Retention

GEs appointed at .27 FTE or less shall retain their tuition waiver and the University shall continue to pay health care premiums during the duration of the GE's leave if the GE remains enrolled and has or will have performed works representing a minimum of .14 FTE during the term in which family and medical leave is taken. Salary will be adjusted to reflect changes in FTE.

All other GEs will retain their tuition waiver and health care benefits if they have or will perform work representing a minimum of .16 FTE during the term in which family and medical leave is taken. Salary will be adjusted to reflect changes in FTE.

e) Job Protection

After returning to work after taking leave under these provisions, a GE is entitled to be restored to the position of employment held by the GE when the leave commenced, or an alternative position if the position held no longer exists. This provision will not be applicable in the case where the GE returns in a term under which they did not have an appointment or an expectation of such appointment with the University.

f) Academic Leave of Absence

If a GE takes an academic leave of absence after the normal filing date for declaring on leave status, the GE shall contact the Graduate School for assistance in obtaining a complete withdrawal for the term. A GE who takes an academic leave of absence will lose their tuition waiver. A GE who takes an academic leave of absence can maintain health benefits by paying COBRA premiums.

**Section 8. Paid Sick Days**

The parties agree that this section implements SB 454 effective January 1, 2016 and provides a benefit equal to or better than that required by the law.

- a) Eligibility  
GEs shall be eligible to use sick leave immediately upon accrual during any term in which a GE has an appointment.
- b) Work week  
Unless specified otherwise, a GE's work week is assumed to be made up of five consecutive days (Monday through Friday) with equal hours per day reflective of their assigned FTE.
- c) Accrual  
GEs accrue two (2) work days of paid sick leave for every term of paid GE work. During their first appointment in any school year, each GE shall also accrue one (1) additional sick day. There shall be no waiting period before sick leave begins to accrue. Actual time worked and any time on approved paid leave shall determine the pro rata accrual of sick leave credits each month. All accumulated paid sick days can be utilized during any term of employment.
- d) Bank, Compensation  
GEs can accrue a maximum of ten (10) work days of sick leave. There is no compensation for unused sick leave at any time during or after employment and hours do not transfer to non-GE positions or other institutions. When a GE uses sick leave they will be compensated at their current rate of pay. GEs cannot donate sick leave to other employees, and leave cannot be donated to GEs.
- e) Restoration  
GEs who were previously employed by the University as a GE in good academic standing and/or on an approved leave from the graduate school within the past 730 days and return to a GE position shall have previously accrued and unused sick leave credits restored.
- f) Exhaustion  
A GE who exhausts their sick leave may use unpaid leave for absences.
- g) Use  
GEs who have earned sick leave credits must use and must record the use of sick leave for any period of absence during the member's regular work hours if the absence is due to the employee's illness, injury, pregnancy-related illness or other conditions, medical or dental care, exposure to contagious disease, or attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic partner, spouse or domestic partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness; or for any period of absence that is due to a death in the immediate family of the GE or in the immediate family of the GE's spouse or domestic partner.

Sick leave may be taken in the event that a lawful public health authority declares an emergency relating to the GE's employment, their self-care, or the care of a family member.

Sick leave may be taken in the event that the GE seeks legal services, law enforcement services, or medical treatment relating to domestic violence, harassment, sexual assault, or stalking for themselves or a minor child. In these cases, victim services and home relocations may also be covered by sick leave.

A GE shall record sick leave use within a reasonable time of sick leave usage. There shall be no discipline for inadvertent failures to record hours, though the employer may request the record be updated.

For the purpose of eligibility and utilization of sick days available,

1. a scheduled work day shall be defined as a day containing scheduled work commitments including, but not limited to, lectures, recitations, labs, office hours, and staff meetings;
2. for purposes of grading, a GE will use paid sick leave if a grading deadline is, or will be, missed; and
3. a paid sick day is a scheduled work day in which accrued paid time was utilized, and work hours were not completed at an alternate time.

h) Requests and Scheduled Leave

The University must provide a GE with their accrued paid sick leave upon request when used pursuant to this section. In the event that the leave is not foreseeable, the GE must follow the absence procedures set forth by the department in the GDRS and provide an estimated amount of time that leave is expected. In the event a GE is unable to fulfill employment duties, services or obligations for reasons covered under this article, the GE will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the University. In addition, an affected GE will make reasonable efforts to assist in arrangements for another to meet their employment obligations. In no case will the GE be required to pay for such coverage. It is the responsibility of the University to find a temporary replacement.

i) Abuse and Discipline

Sick leave taken for reasons outside of the scope of this article may result in discipline up to and including termination. The University may only initiate a disciplinary process when the University has an articulable basis for doing so with observable evidence.

j) Sick Leave and Family and Medical Leave

GEs who qualify for Family and Medical Leave pursuant to Section 7 shall use all accrued sick leave prior to entering unpaid status, except in the cases of parental leave. Days of paid sick leave count towards the 12 weeks of unpaid leave of Family and Medical Leave, except in the cases of parental leave.

**ARTICLE 30**  
**THE GRADUATE STUDENT ASSISTANCE FUND**

**Section 1.** Graduate Student Assistance Fund

- a) On January 1, 2015 a “Graduate Student Assistance Fund” (the “Fund”) will be established for the purpose of assisting graduate students, including GEs, facing financial hardship relating to a Qualifying Event. The UO will place an amount equal to \$50 per admitted and enrolled UO master’s and doctoral student (the “Annual Amount”) into the Fund to be used for awards to eligible UO graduate students between January 1, 2015 and September 14, 2015 and annually thereafter, beginning on September 15, 2015. On September 15, 2015 and each September 15<sup>th</sup> thereafter, UO will replenish the Fund with the Annual Amount and will carry-forward amounts remaining in the Fund from the previous year up to one-third of the previous year’s Annual Amount (this process shall be referred to as the “Annual Accounting”). For purposes of determining the Annual Amount on any September 15<sup>th</sup>, the number of admitted and enrolled master’s and doctoral students will be the number that were enrolled as cited in the Fall Fourth Week Data Report from the previous Fall.
- b) For purposes of this section, a Qualifying Event is defined as follows: (1) the birth, adoption, or foster care placement of a child; (2) pregnancy disability or prenatal care; or (3) to care for a spouse (or equivalent under Oregon law), child, or parent who is experiencing a serious medical condition or the student’s own serious health condition.
- c) The GTFF shall appoint two representatives to the Fund Committee.
- d) Grievances under Article 13 related to the Graduate Student Assistance Fund are limited to those disputes over the process used to review the application and may be filed directly at Step 3. All other Fund disputes, including substantive determinations, shall be resolved through the Fund’s appeal procedures.

**Section 2.** The Graduate Student Assistance Fund (the “Fund”) was established for the purpose of assisting graduate students, including GEs, facing financial hardship related to a Qualifying Event. For the purposes of this Article, the need for childcare will be read as a special Qualifying Event. Graduate Employees may access the Graduate Student Assistance Fund for up to \$575 for the purposes of childcare. This assistance may be used only one time per child and only for documented childcare during the first eighteen (18) months of the child’s life or during the first eighteen (18) months following an adoption. All other rules and policies related to the Fund apply. Accessing the Graduate Student Assistance Fund for child care as described in this Section shall not count toward the maximum cap on accessing the fund.

**Section 3.** Once per fiscal year, if the Fund’s total reserves fall below \$25,000, the University shall make a one-time payment of \$25,000 to the Fund.

**ARTICLE 31**  
**TOTALITY OF AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, the Union and the University had the unlimited right and opportunity, consistent with previously adopted ground rules, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all the understandings and agreements arrived at thereby are set forth in the Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration. The parties further assert that all obligations and benefits contained in this contract are the result of mutual agreement and compromise.

The University and the Union during the term of this Agreement agree that neither party shall be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

However, this Agreement may be altered, amended, supplemented, enlarged, modified, or provisions of it deleted with the mutual written consent of both parties.



**ARTICLE 32**  
**SEVERABILITY**

Notwithstanding the provisions of ORS 243.702, Section 1, it is the expressed intent of the parties that in the event any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or rendered invalid through Federal or State regulation or decree, such decision shall not invalidate any remaining provisions of this Agreement. All other provisions not declared invalid shall remain in full force and effect unless mutually altered in writing. Upon the request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

**ARTICLE 33**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purpose of negotiating a successor agreement, GTFF will send written notice to the University no later than 180 days prior to the expiration of this Agreement indicating its desire to negotiate a successor Agreement. Prior to the commencement of negotiations, the parties shall provide written notice to the other specifying those subjects or sections of the Agreement proposed to be reopened and new subjects for negotiation. New issues may be proposed by either party at the first meeting or later by mutual agreement. Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement.

The Graduate Teaching Fellows Federation agrees to schedule a ratification vote by the membership within two (2) weeks, excluding finals week and/or summer session, of the date of signing a tentative agreement with the University on a successor Agreement. The University of Oregon Board of Trustees or its designee will ratify the Agreement at its next regularly scheduled meeting.

Under these circumstances, the terms and conditions of the current Agreement will remain in effect until a successor Agreement is reached.

**ARTICLE 34**  
**PRINTING AND DISTRIBUTION OF THE CONTRACT**

Within thirty (30) days of the signing of the Collective Bargaining Agreement, the University agrees to print, at its own expense, 75 copies of the Agreement for the Union's use. In addition, the University agrees to post the Agreement on the Graduate School and Human Resources websites and to email its location to the GTFF. The University agrees to provide notice of this website to all GEs in their contract letters.

**ARTICLE 35**  
**NOTICES AND COMMUNICATIONS**

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

For The Union:

President  
Graduate Teaching Fellows Federation  
609 East 13<sup>th</sup> Avenue  
Eugene, OR 97401

For The University:

President  
University of Oregon  
Eugene, Oregon 97403

Dean of the Graduate School  
University of Oregon  
Eugene, Oregon 97403

Chair of the UO Board of Trustees  
1098 E 13<sup>th</sup> St  
6227 University of Oregon  
Eugene, Oregon 97403

**ARTICLE 36**  
**NO STRIKES, LOCKOUTS**

**Section 1.** Neither the University nor the Union nor any GE shall cause, engage in or sanction any lockout, strike, slowdown, walkout or refusal to work during the term of this Agreement.

**Section 2.** In the event of a strike by other employees of the University, no GE will be required to perform work that was previously performed by a striking employee.

**Section 3.** The University shall have the right to any remedy to which by law or equity it is entitled for violations of this article, including damage action and disciplinary action such as loss of pay or discharge.

**ARTICLE 37**  
**CRIMINAL RECORDS CHECKS**

**Section 1.** The University may require a state or nationwide criminal records check for any GE when required by a federal or state law regulation or when the GE:

- a) Has direct access to persons under 18 years of age or to student residence facilities because the person's work duties require the person to be present in the residence facility;
- b) Is providing information technology services and has control over, or access to, information technology systems that would allow the person to harm the information technology systems or the information contained in the systems;
- c) Has access to information, the disclosure of which is prohibited by state or federal laws, rules or regulations or information that is defined as confidential under state or federal laws, rules or regulations;
- d) Has direct access to hazardous chemicals and materials and other substances controlled by state or federal laws or regulations;
- e) Has access to laboratories, nuclear facilities or utility plants to which access is restricted in order to protect the health or safety of the public;
- f) Has fiscal responsibilities as one of the person's primary responsibilities; or
- g) Has access to personal information about employees or members of the public including Social Security numbers, dates of birth, driver license numbers, medical information, personal financial information or criminal background information.

**Section 2.** For the purpose of requesting a state or nationwide criminal records check, the University may require the fingerprints of a GE.

**Section 3.** A GE will cooperate with the University in the conduct of a criminal records check. Failure to cooperate may result in disciplinary action pursuant to Article 16 of this Agreement.

**Section 4.** The University will pay for criminal records checks requested by the University.

**Section 5.** A GE may be subject to discipline based on the results of a criminal records check pursuant to Article 16 of this Agreement.

**ARTICLE 38  
DRUG AND ALCOHOL TESTING**

**Section 1.** The University may conduct drug or alcohol testing of a GE when the University has an articulable basis for believing that the GE's work performance is or has been recently affected to a noticeable degree by consumption of alcohol or a controlled substance while performing job duties or responsibilities. Testing may only be initiated by a GE supervisor, department or unit head, dean, vice provost or vice president. Tests may include both the initial test and confirmation of a single specimen. The University will pay for such testing. If a GE wants additional tests conducted, the GE will pay for the additional tests.

**Section 2.** When the University receives notice of a GE's positive test, the University may take one or more of the following actions, where appropriate:

- a) Limit the GE's employment-based access to all or certain University buildings or other property.
- b) Refer the GE to health, counseling and testing services, as covered by the GTFF Health and Welfare Trust plans and services and the University Counseling and Testing Center to receive confidential assessment, counseling and referral for assistance with their identified drug and/or alcohol problem.
- c) Limit the GE's employment-based access to University owned or controlled property.
- d) Take disciplinary action pursuant to Article 16 of this Agreement.

**Section 3.** A GE who refuses a test or delays providing, adulterates, or otherwise compromises a test sample may be subject to discipline pursuant to Article 16 of this Agreement.

**Section 4.** Nothing in this Article shall supersede provisions of the Americans with Disabilities Act or any other applicable statute or regulation.

## **ARTICLE 39 DEFINITIONS**

As used in this Agreement and except as its context may otherwise require:

“Agreement” means all the definitions, provisions, and terms set forth in this contract consisting of 40 articles; but excluding titles of articles, headings and appendices, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction or effect of any provision of this Agreement.

“Board” means the University of Oregon Board of Trustees.

“Calendar day” means any day within the 365-day year.

“Contract Administrator” means the Dean of the Graduate School or their designee.

“COPE Fund” or “COPE” means the GTFF “Committee on Political Education Fund” and “Committee on Political Education,” respectively.

“Day”, “business day,” “work day,” or “working day” means a day when university classes or examinations are scheduled in accordance with the official academic quarter calendar of the University, or in accordance with the official academic semester calendar of any schools and colleges that are not on the quarter system.

“Department” means an academic department or other employing unit (such as Erb Memorial Union) which employs GEs.

“Document” means written communication on paper or printed copy of an electronic message.

“Familial status” means the relationship between one or more individuals at least one of whom has not attained 18 years of age and who is domiciled with (a) a parent or another person having legal custody of the individual; or (b) the designee of the parent or other person having such custody, with the written permission of the parent of the other person.

“Familial status” includes any individual, regardless of age or domicile, who is pregnant or is in the process of securing legal custody of an individual who has not attained 18 years of age.

“GE” or “Graduate Employee” means a graduate student appointed at .20 FTE or greater to provide teaching-related duties, research, or administrative duties.

“GTFF” or “Union” means the Graduate Teaching Fellows Federation at the University of Oregon, American Federation of Teachers, Local #3544, AFL-CIO.

“Member” means a public employee who is included in the bargaining unit as defined in Article 1 (Definition of Bargaining Unit).



“Parties” means the GTFF and the University.

“Summer sandwich” means instructional fee waiver applied to summer term.

“University” means the University of Oregon, its administration, or the University of Oregon Board of Trustees, as the context may require.


“Written” or “in writing” may mean either information conveyed electronically or on paper.

**ARTICLE 40  
TERM OF AGREEMENT**


This Agreement shall be effective from November 1, 2016, the date of ratification by the parties below, through March 31, 2019.


FOR THE UNIVERSITY OF OREGON:

FOR THE GRADUATE TEACHING  
FELLOWS FEDERATION:

  
\_\_\_\_\_  
Michael Schill, President

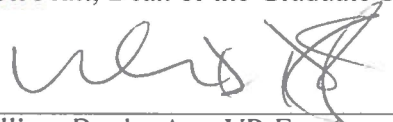
  
\_\_\_\_\_  
Shawna Meechan, Lead Negotiator

  
\_\_\_\_\_  
Scott Coltrane, Provost and Senior Vice  
President

  
\_\_\_\_\_  
Eleanor Wakefield, Bargaining Team  
Member

  
\_\_\_\_\_  
Scott Pratt, Dean of the Graduate School

  
\_\_\_\_\_  
Mike Magee, Bargaining Team Member

  
\_\_\_\_\_  
William Brady, Asst VP-Employee and  
Labor Relations

  
\_\_\_\_\_  
Andy Labuza, Bargaining Team Member

  
\_\_\_\_\_  
Mark Lonergan, Professor of Chemistry

  
\_\_\_\_\_  
Dan Fielding, Bargaining Team Member

  
\_\_\_\_\_  
Karen Ford, Associate Dean of  
Humanities

  
\_\_\_\_\_  
Micah Black, Bargaining Team Member

  
\_\_\_\_\_  
Peter Fehrs, Labor Relations Coordinator

  
\_\_\_\_\_  
Kadie Manion, President

**APPENDIX A**  
**LETTER OF AGREEMENT**  
**DATA DELIVERY & FERPA WAIVER**

**I. DATA DELIVERY**

**A. GE Data Lists**

The University will provide a GE Data (GED) list that incorporates all of the following elements:

Name  
UO ID Number  
Email Address  
Mailing Address  
Telephone Number  
Class Level (Masters, Doctoral)  
Major  
First Term of Attendance  
Hire Department  
FTE  
GE Level (I, II, III)  
Term(s) of Appointment (fall, winter or spring during the academic year or summer only)  
Monthly Pay  
US Citizenship Status  
Differences from previous GED list

The University will provide the Dues/Fair Share list that incorporates all of the following elements:

Name  
Bargaining Unit Status (Fair Share or Full Member)  
Funds Collected  
UO ID Number

**B. Schedule of Data Delivery**

The Dues/Fair Share lists will be provided to the GTFF monthly.

Academic year: GED lists will be prepared for pick-up every Monday between September 1 and October 18, and on the 1<sup>st</sup> and 15<sup>th</sup> in all other months during the academic year.

Summer: GED lists will be prepared for pick-up on the 1<sup>st</sup> and 15<sup>th</sup> of the month, from June 15 through October 1.

**C.** The GTFF will provide to the University lists of GEs who are enrolled in the Health Insurance program on a schedule that is to be determined by mutual agreement between the GTFF Benefits Administrator and the GE Payroll Specialist in the University's Graduate School.

**D.** Modifications to the format of the GED list can be made with the agreement of the GTFF Benefits' Administrator and the GE Payroll Specialist in the Graduate School.

**II. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT WAIVER**

The following text will be included on all GE employment contracts:

Acceptance and Consent

If you accept the position by signing below, you will be (1) accepting this GE assignment under the conditions stated herein, and (2) providing the University with consent to disclose information about you to the Graduate Teaching Fellows Federation (GTFF) for the purpose of administering their internal business practices. The information disclosed will include: name, email, mailing address, telephone number, class level (Master's, Doctoral) and academic major, first term of attendance at the University of Oregon, and teaching assignment, which means hire department, FTE, term(s) of appointment (F,W,S), and level (GE I, II, or III).

I accept: \_\_\_\_\_ Date: \_\_\_\_\_

I do not accept: \_\_\_\_\_ Date: \_\_\_\_\_

Release of Additional Information to the GTFF

By signing below, I authorize the University of Oregon to release the following additional information to the GTFF and, when necessary to administer insurance, the GTFF Health and Welfare Trust: my UO ID Number, monthly pay, bargaining unit status (i.e., fair share or full member), US citizenship status, funds collected in relation to bargaining unit status and my rank in the applicant pool for this appointment. The GTFF needs this information to verify access to health insurance benefits and for matters related to payroll deduction and other union business practices. My authorization to release this information to the GTFF will remain in effect for the duration of this contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX B**  
**LETTER OF AGREEMENT**  
**SPEAK TEST FEE WAIVER**

The University agrees to waive the fee for the SPEAK test which is required for the assignment of all non-native English speaking GEs.

**APPENDIX C**  
**LETTER OF AGREEMENT**  
**CHANGES TO PAY CYCLE**

In the event that the implementation of HRIS requires a change in pay cycles, the Union agrees to reopen Article 22, Section 4, at the request of the University, to negotiate the necessary changes.

**APPENDIX D**  
**LETTER OF AGREEMENT**  
**EXPOSURE TO INAPPROPRIATE BEHAVIOR**

In carrying out the duties and responsibilities of a GE appointment, situations may arise in which a GE feels that they has been exposed to inappropriate behavior or actions on the part of students, staff, or faculty advisors/supervisors. Such behavior or actions may not fall within the applicable articles of the Collective Bargaining Agreement but may need some form of intervention to resolve the conflict. In some cases, especially when a GE experiences disruptive, threatening or violent actions, special forms of intervention may be required. Suggested forms of interventions include the following:

- a) When dealing with perceived inappropriate behavior or actions by a faculty advisor/supervisor, the GE should contact the appropriate Department or Unit Head to define a suitable course of action. The Assistant Dean of Graduate Student Affairs within the Graduate School can be contacted for additional assistance in working with the Department or Unit involved.
- b) When unable to resolve concerns about disruptive behaviors by students, the GE should bring such issues forward to Student Judicial Affairs.
- c) When confronted with threats or acts of physical violence, the GE should immediately contact the University's Department of Public Safety.

**APPENDIX E  
LETTER OF AGREEMENT  
HEALTH INSURANCE CONTRIBUTION RATES**

**Health Insurance Contribution Rates**

The University and the Union agree that it is important and useful to list the rates that both the University and individual GEs contribute to the health insurance plan (see Article 24). Both parties acknowledge, however, that listing one static rate for a multi-year plan is not useful, as the amount that each party contributes toward the total cost of the health insurance plan will change over the life of this agreement. As such, both parties agree that the electronic version of this document shall change from year-to-year to reflect the most up-to-date information about the contributions to the health insurance plan.

The rates for 2016-17 are:

<b>Fall, Winter, Spring and Summer Quarters</b>	<b>Total Cost</b>	<b>UO Contribution (95%)</b>	<b>GE Contribution (5%)</b>
Individual GE	\$1,302.33	\$1,237.20	\$65.13
GE w/Children	\$2,305.17	\$2,189.91	\$115.26
GE w/Partner	\$2,734.74	\$2,598.00	\$136.74
GE w/Family	\$3,737.61	\$3,550.71	\$186.90

<b>Summer Quarter for Students Eligible Based on Previous Spring Appointment*</b>	<b>Total Cost</b>	<b>UO Contribution (80%)</b>	<b>GE Contribution (20%)</b>
Individual GE	\$1,302.33	\$1,041.87	\$260.46
GE w/Children	\$2,305.17	\$1,844.13	\$461.04
GE w/Partner	\$2,734.74	\$2,187.81	\$546.93
GE w/Family	\$3,737.61	\$2,990.10	\$747.51

The rates for 2017-18 are:

<b>Fall, Winter, Spring and Summer Quarters</b>	<b>Total Cost</b>	<b>UO Contribution (95%)</b>	<b>GE Contribution (5%)</b>
Individual GE	\$	\$	\$
GE w/Children	\$	\$	\$
GE w/Partner	\$	\$	\$
GE w/Family	\$	\$	\$

<b>Summer Quarter for Students Eligible Based on Previous Spring Appointment*</b>	<b>Total Cost</b>	<b>UO Contribution (80%)</b>	<b>GE Contribution (20%)</b>



Individual GE			
GE w/Children			
GE w/Partner			
GE w/Family			

\*From Article 24, Section 1a. All GEs employed Spring Quarter who are continuing in their graduate program and who pay their portion of the premium by the end of the grace period for summer payments are also eligible for summer health insurance.

**APPENDIX F**  
**LETTER OF AGREEMENT**  
**ONGOING SYSTEMATIC MONITORING OF COURSE LOAD**

The University will continue to utilize a reporting system that allows the contract administrator to regularly monitor GE course load both individually and in summary with exception and trend reports. Data for end of term individual and average class enrollment by department and class type for GE-taught classes will be provided to the GTFF. GE-taught classes will include classes in which GEs are instructors of record, lab assistants, or discussion leaders. To the extent possible, the University will also include classes in which GEs serve as graders.

**APPENDIX G**  
**LETTER OF AGREEMENT**  
**COMMUNICATION TO INTERNATIONAL GRADUATE EMPLOYEES**

**Section 1.** In the event of a legal strike by any employee group on campus, all communications to international Graduate Employees concerning the effect of participation in said legal strike on the GEs visa and/or residency status may only originate from the Office of International Affairs or Human Resources.