

ARTICLE 14  
CONSULTATION

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**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 **as soon as practicable but no later than ~~twenty (20) working days~~ 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~~ **working** days of the meeting.

**ARTICLE 15  
ARBITRATION**

**Section 1. Arbitration of Grievances**

If the grievance brought under **Article 13** Error! Reference source not found. (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 within twenty (20) days of selection~~ 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.~~

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

68

69 **Section 5. Arbitrability**

70

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

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

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

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

85

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

89

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

98

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

108

109 The arbitrator shall have no authority to reinstate as a GE a person who is no longer a student, or  
110 who is not qualified to retain an appointment as a GE for academic reasons. The arbitrator's

111 award may include back pay, but the time period and amount thereof shall not exceed the amount  
112 and time of the unfulfilled appointment. The arbitrator shall have no authority either to award  
113 reinstatement of an appointment for a period beyond the expiration date or to exceed the terms  
114 and conditions of the original appointment.

115  
116 The arbitrator shall have no authority to make a decision which is contrary to the academic  
117 policies and academic regulations of the University.

118  
119 The arbitrator shall have no authority to make any decision limiting or interfering in any way  
120 with the powers, duties and responsibilities of the University which have not been limited by this  
121 Agreement.

122  
123 **Section 7. Arbitrator's Decision**

124  
125 The arbitrator derives authority wholly and exclusively from this Agreement. The decision of the  
126 arbitrator shall be final and binding upon the parties as to the issues submitted, provided that  
127 either party may appeal the decision on the basis of repugnance to law, jurisdiction or that the  
128 arbitrator exceeded authority granted by this Agreement.

129  
130 ~~The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the~~  
131 ~~hearing unless the parties have agreed to additional time.~~

132  
133 The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and  
134 conclusions on the issues submitted.

135  
136 **Section 8. Costs**

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

139  
140 Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if  
141 any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing  
142 required by the arbitrator shall be divided equally between the parties and each party will be  
143 furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made  
144 at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

145  
146 **Section 9. Miscellaneous Provisions**

147  
148 Except as modified by the provisions of this Agreement, arbitration proceedings shall be  
149 conducted in accordance with the rules of the Oregon Employment Relations Board.

150  
151 The compensation of any GE called as a witness and/or one GE serving as the Union  
152 representative in an arbitration hearing shall not be reduced for the period of time required to  
153 give testimony at the hearing, or in the case of the Union representative, to represent the Union at  
154 the hearing.

155

156 The burden of proof in all matters except discipline and discharge shall be upon the grievant; or  
157 if the issue is brought under Error! Reference source not found. (Grievances), Section 6, the  
158 burden of proof shall be upon the complaining party.

159

160

**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. **Written reprimands shall include a summary of the problem and the University’s expectations and guidelines for corrected behavior;**
- ~~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.

- 207 a) Before a discharge or reduction of duties may take effect, within five (5) working days of  
208 its recommendation, the department chairperson (or equivalent ~~level of supervision~~ in the  
209 unit) shall review the complaint and the recommended disciplinary action.
- 210 b) In the event that the supervising professor is also a chairperson, the matter will be  
211 reviewed by the Dean of the College or designee.
- 212
- 213 c) The reviewer shall conduct a thorough and fair investigation to determine if established  
214 University or departmental policies have been violated.
- 215
- 216 d) Should the reviewer agree with the supervising professor, the disciplinary action may  
217 take place.
- 218
- 219 e) The disciplinary action should be applied even-handedly, fairly and appropriately.
- 220
- 221 f) All documents generated in compliance with Article 16, Section 5, should be placed in  
222 the employee's personnel file in accordance with Article 11.
- 223

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

231

232 **Section 7.** If a GE is absent without ~~the consent of either their supervisor or unit head~~ ~~notifying~~  
233 ~~their supervisor or is not on authorized leave~~ for five (5) consecutive ~~scheduled~~ working days  
234 during any academic term, the GE may be considered to have abandoned their position and  
235 voluntarily resigned from University employment retroactive to the first day of the absence. ~~A~~  
236 ~~scheduled work day shall be defined as a day containing scheduled work commitments~~  
237 ~~including, but not limited to, lectures, recitations, labs, office hours, and staff meetings.~~ Before  
238 the University deems the GE to have resigned employment, the University shall attempt to  
239 contact the GE by phone, by their University email address, by their campus mailbox (if one  
240 exists), by their personal email address if this address is on file in Banner or has been recently  
241 used by the supervisor to correspond with the GE, and by letter mailed to the last address on file  
242 in Banner, and shall provide the GE with at least three (3) working days to respond and present  
243 extenuating circumstances. The University's attempt to contact the GE may occur within the 5-  
244 day absence, or after. The University will provide the Union with notice of termination of the GE  
245 under this provision at least three (3) working days before termination is processed. Such  
246 absence may be covered by the Dean of the Graduate School or designee by a subsequent grant  
247 of leave with or without pay, when extenuating circumstances are found to have existed. Nothing  
248 in this article shall prohibit the University from reinstating a GE to their position.

249

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

252

- 253 (1) the GE has made less than satisfactory progress toward their degree; or  
254  
255 (2) the GE transfers to a new department or graduate major, unless (a) the appointment was  
256 already in a unit outside of the GE's home department and (b) the transfer has no  
257 negative impact on the operations, agreements, or budget of the employment unit.  
258

259 If a GE is discharged on the basis of less than satisfactory progress toward the degree, the [head](#)  
260 [of the department/unit in which the GE is enrolled as a student](#) must inform the student of this in  
261 writing, citing the criteria for satisfactory academic progress that have not been met. This  
262 communication should be documented and placed in the student's file in accordance with the  
263 provisions of **Article 11**. Graduate students may grieve departmental decisions related to  
264 satisfactory progress through the graduate student academic grievances procedure. [A GE's work](#)  
265 [performance shall not be considered relevant for the purposes of determining satisfactory](#)  
266 [progress toward their degree.](#)  
267

268 **Section 9.** Each academic department shall have written criteria defining satisfactory progress  
269 filed with the contract administrator. These criteria must be as specific as reasonably possible  
270 and must include objective measures (e.g., GPA, limits on the number of incompletes, and  
271 deadlines and/or timelines for passing qualifying exams or proposing one's thesis).  
272

- 273 a) Revisions of the criteria shall be filed with the contract administrator within fifteen (15)  
274 working days of their enactment and will be forwarded to the Union within thirty (30)  
275 days of their receipt by the contract administrator.  
276  
277 b) When no revisions are received by the contract administrator, the existing criteria are  
278 assumed to be current and in force.  
279  
280 c) GEs appointed in their own academic departments are to receive the criteria with their  
281 letters of appointment. Subsequent changes in criteria will be distributed to all currently  
282 employed GEs.  
283  
284 d) GEs appointed in academic departments other than their own or non-academic units are  
285 subject to the satisfactory progress criteria of their own departments and should obtain  
286 them from their departments, where they will be made available. A department shall not  
287 discharge a GE or unilaterally reduce a GE's FTE during the period of an appointment  
288 for failure to maintain satisfactory progress toward a degree if such status is related to  
289 thesis or dissertation requirements without having given the GE a written warning and a  
290 reasonable time, generally not to exceed one academic quarter, to re-establish satisfactory  
291 progress.  
292

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



299 any other decisions which would adversely affect the GE concerned.

300

301 **Section 11.** A GE may have a Union representative present, to represent or accompany the GE,

302 at any discussion or meeting relating to discipline or discharge of the GE, investigatory

303 interviews, or any ~~similar~~ other meeting where *Weingarten* rights would apply.

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**ARTICLE 25**

~~Family Issues GE Position~~ **EQUITY AND INCLUSION GE POSITIONS**

**Section 1.** The University agrees to fund each academic year the following 0.49 FTE GE positions ~~to work on family issues~~. The GTFF and the University will determine the job description and the duties for these GE positions. ~~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 persons in these positions will ~~report meet~~ quarterly ~~to with~~ the President of the GTFF or their designee and ~~the Dean of the Graduate School~~ the employee's supervisor in a joint meeting. ~~The report will be shared with the Union.~~ All of the positions described in this article are employees of the University.

~~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

**Section 2.**

a. Family Issues GE. To gather information on ~~GTFF~~ graduate student and employee needs, available child care subsidies, and other family support services, and in support of graduate students with families. The person in this position ~~will~~ shall represent the GTFF on the University's Child Care and Family Support Committee.

b. Two LGBTQIA+ Support GEs. To gather information on graduate student and employee needs and available LGBTQIA+ health and support resources, and to assist LGBTQIA+ persons in accessing University and community resources. The persons in these positions will assist the Office of the Dean of Students on issues related to the University's LGBT Education and Support Services and the University Health Center's LGBTQIA+ Services. The persons in these positions will represent the GTFF on the University's Equity, Inclusion, and Diversity Committee.

c. Mental Health Support GE. To gather information on graduate student needs and available University and community mental health related services. The person in this position will research mental health issues specific to graduate students and advocate for graduate student needs in collaboration with the University Health Center Mental Health Services.

d. International Support GE. To gather information on the needs of International graduate students and employees, and to directly support international graduate student and employees in navigating and accessing University and community resources. The person in this position shall be employed by the International Student and Scholars Office.

e. Survivors Support and Non-Discrimination GE Position. To act as liaison between the University and the GTFF in order to lessen the potential impacts related to

350 discrimination, including harassment and sexual harassment. These duties shall include at  
351 minimum the following:

- 352 i. Confidential communication with graduate students for the purposes of  
353 determining appropriate channels and means of assistance
- 354 ii. Upon approval by the affected graduate student, confidential and/or anonymous  
355 communication with Department Heads, advisors, supervisors, legal counsel, and  
356 any other staff or relevant administrators for the purpose of acquiring support
- 357 iii. Assisting graduate students in obtaining and relocating to safe housing
- 358 iv. Facilitating the process of returning the affected GE's work environment to a safe  
359 state
- 360 v. Advocating for the rights of GEs to work in a safe, discrimination- and  
361 harassment-free environment
- 362 vi. Communication on a regular basis with administrative staff from University  
363 programs that address harassment and survivor support, including but not limited  
364 to: Crisis Intervention and Sexual Violence Support Services, Task Force to  
365 Address Sexual Violence and Survivor Support, University Counseling Center,  
366 and Student Survivor Legal Services to ensure that survivors and those subjected  
367 to harassment are properly informed of the services provided by this GE.  
368
- 369 f. Disability Access Support GE. To gather information on graduate student needs and  
370 available University and community accessibility resources, and to facilitate graduate  
371 students and employees in receiving accessibility accommodations. The person in this  
372 position shall work within the Graduate School. University offices involved in  
373 accessibility accommodations shall assist this GE in the course of fulfilling their duties.  
374

ARTICLE 35  
NOTICES AND COMMUNICATIONS

375  
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378 Customary or required notices or communications, unless otherwise provided herein, shall be  
379 sent as follows:

380  
381 For The Union:

382  
383 President  
384 Graduate Teaching Fellows Federation  
385 609 East 13<sup>th</sup> Avenue  
386 Eugene, OR 97401

387  
388 For The University:

389  
390 President  
391 University of Oregon  
392 Eugene, Oregon 97403

393  
394 Dean of the Graduate School  
395 University of Oregon  
396 Eugene, Oregon 97403

397  
398 ~~Chair of the UO Board of Trustees~~  
399 ~~1098 E 13<sup>th</sup> St~~  
400 ~~6227 University of Oregon~~  
401 ~~Eugene, Oregon 97403~~

402  
403 ~~Employee and Labor Relations~~  
404 ~~c/o Human Resources~~  
405 ~~5210 University of Oregon~~  
406 ~~Eugene, Oregon 97403~~

407