



# ARTICLE 9 WORK AGREEMENT/WORK ASSIGNMENT

**Section 1.** The University reserves the right to assign GTFs those duties and responsibilities that best meet the needs of the institution based upon the qualifications and abilities of the GTF.

Specialized courses, upper division courses, and those courses not traditionally assigned to GTFs will be assigned only after a review of the qualifications of the GTFs. GTFs will be consulted regarding the suitability of the assignment.

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

Section 3. Course assignments for the following academic year shall be offered to GTFs in a timely fashion to allow for adequate preparation. To facilitate adequate course preparation, each hiring unit shall apprise teaching GTFs 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 GTF's course schedule and his or her GTF 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 GTF, the credited time will again be included in the workload. In no instance will more than twenty (20) hours be so credited - or deducted - in any given term.

Section 4. A GTF has the right to a clear statement of duties that outlines the GTF'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. A GTF may request a meeting with his/her supervisor or department head to obtain clarification of his/her duties and responsibilities. The

department or employing unit will orient the new GTFs to resources utilized to fulfill the appointment at the beginning of each quarter.

Section 5. Each department or employing unit will prepare a General Duties and Responsibilities Statement (GDRS) describing the conditions under which GTF 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 Teaching Fellowships 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.
- 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, GTFs are encouraged to contact the Graduate Teaching Fellows Federation. For discrimination grievances that pertain to a GTF'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 GTFs attempting to file an employment-related discrimination complaint to contact the GTFF.

The GDRS of each department or employing unit shall include health and safety information. The format for this information will be provided to departments in the GTF appointment manual prepared by the Graduate School. Standard language regarding workers compensation coverage and accident reporting will also be provided to the departments for mandatory inclusion in the GDRS. A format for departments to use (if applicable) to provide GTFs information regarding the following will also be included in the manual:

- · Use of personal protective equipment
- · Required safety training and appropriate departmental record keeping
- · Location of emergency procedures, evacuation plans, MSDS and first aid supplies
- · Safe operation of equipment, machinery and tools
- · Hazardous waste procedures · Hazard communication
- · Safe handling of radioactive materials
- · Excessive exposure to VDTs
- · Exposure to blood-borne pathogens

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 GTF work assignment for both academic year and summer term appointments. 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 6. 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. At the time of hire, GTFs shall be provided with instructions on how to access the department's GDRS. A GTF may request a meeting with his/her supervisor or department head to obtain clarification of his/her duties and responsibilities. The department or employing unit will orient the new GTFs to resources utilized to fulfill the appointment at the beginning of each quarter.

**Section 7.** In accordance with Article 31, the GTFF will be responsible for distribution of the current collective bargaining agreement to GTFs.

Section 8. GTFs 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. GTFs 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, GTFs 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 GTF and the unit head, a lesser notice period can be arranged. If timely notice is not given and the GTF refuses to work during these activities, disciplinary sanctions will not be imposed. When possible, departments and programs will hold meetings at which GTF attendance is required during regular workday hours rather than at night or on weekends.

Section 9. In recognition of the variable or flexible schedules associated with many research projects, GTFs with 12-month or 9-month research appointments shall have the right to take up to 10 days of leave 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 GTFs' 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 10 day contiguous days for which leave is being requested.

Leave dates and duration will be decided by mutual agreement between the GTF 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 weeks in advance of the beginning of the leave. If mutual agreement cannot be reached, the GTF shall have the right to time off during the last 10 days of their appointment contract, provided the GTF submits a signed document to the

1/24/2012

employing unit attesting that all FTE requirements have been fulfilled. This document must be submitted two weeks prior to the expiration of the appointment.

This section does not preclude the customary informal arrangements between the research GTF and supervisor to accommodate other absences, as long as the GTF fully meets the duties and responsibilities associated with the assigned FTE for the position.

1/24/2012

**UO Proposal** 

TA \_\_\_\_\_\_\_\_\_ February 14, 2012

### **ARTICLE 17**

### APPOINTMENT/REAPPOINTMENTS

Section 1. The University appoints GTFs 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 GTF positions in all departments or employing units. There can be no limits on the number of GTF positions for which a graduate student may apply.

Each department and employing unit which appoints GTFs shall have a standing committee, made up of at least three members, to evaluate GTF 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 GTF 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.

Each department and employing unit must maintain GTF search records (including applicant rankings) in accordance with the Oregon Administrative Rules governing personnel files for student employees. 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 GTF'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 Graduate Student Academic Grievances procedure outlined in the Oregon Administrative Rule, 571-003-1020.

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

The University will send a notice to each candidate for a graduate teaching fellowship of its hiring decision within five (5) working days after the decision has been made. Unsuccessful candidates who wish to obtain additional information regarding the hiring decision shall have the right to make an appointment with the department head or graduate program director.

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.

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 GTFs 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 GTF 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. GTFs will be employed year-to-year rather than term-to-term whenever feasible. GTFs cannot be employed term-to-term in order to determine whether they are adequately qualified for a GTF position. Employing units are encouraged to appoint full academic year (fall, winter and spring) appointments whenever feasible. Departments or programs which find that a class or service must be canceled due to a lack of enrollment or the necessary elimination of a service may layoff affected GTFs in accordance with Article 20. Each department and employing unit in which there is a possibility that GTFs will be reappointed shall include reappointment criteria in their written criteria for appointment (see Section 1).

Section 3. Once an appointment of a GTF has been accepted it may not be rescinded or reduced except for good cause shown. The duration of a GTF appointment is limited to a maximum period established by policies published in the GDRS governing GTF reappointments in the department or school, contingent on satisfactory academic progress and the availability of funds and positions, and providing that the definition of the position does not substantially change. GTF employment shall not be discontinued for employment performance unless performance deficiencies warrant non-renewal or termination.

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

### TEACHING BEYOND SPECIFIED WORKLOADS

Section 1. A department may offer a limited number of GTFs, as determined by the department, the opportunity to teach-multiple 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. GTFs who accept this responsibility in one term will not be required to teach work in one of the two remaining terms based on agreement with the department.

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

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

Section 4. The GTFs will only 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. or that they will be teaching concurrently during the term.

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

- Successful teaching in the course to be assigned, according to student and staff evaluations on record.
- b) Academic progress requirements faced by the GTF 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 GTF agrees, the department will not change the assignment except at the request of the GTF and only then if scheduling permits. GTFs participating in this program will receive a tuition waiver during their "off" term.

Section 7. It is understood that the GTFs 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. GTFs participating in this program will be paid for- on the basis of all work performed based on at the FTE associated with the total number of sections courses or sections they teach during the full academic year. GTFs 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 in residence enrolled during the "off" term in accordance with and enrolled in courses according to the requirements of the Graduate School for GTFs.

Section 9. This article does not establish precedent nor does it in any way impact the current practices regarding teaching assignments for GTFs not participating in this program.

**UO Package Proposal** 

TA May 8, 2012

9-4-62

### ARTICLE 21 SALARY

Section 1. At a .50 FTE appointment, a GTF will be assigned employment responsibilities that do not exceed a maximum of 219 hours for the quarter, or with the mutual consent of the GTF and the employing department, program or administrative unit, 656 hours per 9-month academic year.

Workloads for GTFs shall be prorated on the percentage basis of FTE. For example, a GTF 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
.20	88
.30	131
.40	175
.50	219

Section 1a. During the academic year, minimum FTE assignments of GTFs 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 GTFs 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 4-5 credit classes - minimum .49 FTE appointment

For four- or eight-week courses during the summer session, minimum FTE appointments of GTFs 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. GTFs are encouraged to notify their supervisors at any time during the quarter if their GTF assignments require hours in excess of assigned FTE.

Section 1c. GTFs 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 GTF and the supervisor in advance of such an assignment.

Section 2. Effective September 16, 2010 2012, the half-time (.50 FTE) one quarter salary rate on which stipends for GTFs in the bargaining unit are calculated shall be increased by 2% as follows:

	GTF I	GTF II	GTF III
Minimum	\$ <del>4010</del> 4090	\$ <del>4528</del> 4619	\$ <del>4782</del> 4878

Effective September 16, 2011 2013, the half-time (.50 FTE) one quarter salary rate on which stipends for GTFs in the bargaining unit are calculated shall be increased by 3-1.5 % as follows:

	GTF I	GTF II	GTF III
Minimum	\$4151	\$4688	\$4951

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

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

GTF 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.

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

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

GTFs 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 GTFs is maintained in the department, program or administrative unit.

Section 4. Gross pay shall be stated in each individual GTF appointment contract. Monthly gross pay for full months shall be paid as stated in each individual GTF contract. 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 under the contract and working days of the particular partial month. Each GTF shall be paid in full each payday for the month or fraction thereof which he/she has worked and which is covered by his/her appointment in accordance with the payroll salary distribution schedule described in Section 4 below. In the event that a GTF appointed for more than one academic quarter decides not to work as a GTF in one or more of the quarters for which the GTF has an appointment, overpayment will be returned to the University by the GTF immediately.

Section 5. All GTFs shall be paid no later than the last working day of each month they are employed. (See Appendix J.) GTF payroll checks shall be made available after 8:00 a.m. on the last working day of each month. Pay for those GTFs who receive late appointments and whose payroll documents are consequently late in reaching the Payroll Department will be processed as soon as possible.

### ACADEMIC YEAR APPOINTMENTS

12 month	7/1 - 6/30	12 payments
9 month	9/16 - 6/15	Sept and Jun 1/2 month; Oct - May full month

### APPOINTMENT BY QUARTER

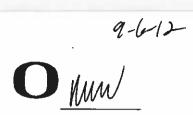
Fall	9/16 - 12/15	Sep and Dec 1/2 month; Oct - Nov full month
Winter	12/16 - 3/15	Dec and Mar 1/2 month; Jan - Feb full month
Spring	3/16 - 6/15	Mar and Jun 1/2 month; Apr - May full month

# TWO-QUARTER APPOINTMENTS

Fall/Winter	9/16 - 3/15	Sep and Mar 1/2 month; Oct - Feb full month
Winter/Spring	12/16 - 6/15	Dec and Jun 1/2 month; Jan - May full month

# SUMMER SESSION TERM

Summer	6/16 - 9/15	June and Sep 1/2 month; July - Aug full month	





### **ARTICLE 22 TUITION WAIVER**

Section 1. GTFs 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 the instruction fee for up to 16 credit hours taken in any quarter to which the appointment applies. With the permission of the University, a GTF 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 Oregon State System of Higher Education, "Academic Year Fee Book..." Instructional fee waivers will apply to the summer term under the conditions outlined in Article 18, Section 4.

Section 2. Effective in the Fall Quarter of 2010 and For the duration of this contract, university-wide mandatory student body fees for GTFs appointed at .20 FTE and above will be paid as follows:

Control Willed	University Responsibility	Energy surcharge, technology fee, building fee, health service fee, registration fee, Recreation Center fee, matriculation fee (for those GTFs whose first term as GTFs is the term in which they matriculate), any individual college/school resource fee, course fees not described in the OUS fee book (see "GTF Responsibility"), and the incidental fee minus \$140 minus
MAN	GTF Responsibility	\$140 \$ 6(of the incidental fee and approved laboratory or course fees as described in the OUS 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 Oregon Administrative Rule.

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, GTFs will be exempt from payment of tuition (and selfsupport 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, GTFs shall be required, as a term or condition of employment, to enroll for and maintain a minimum of nine (9) graduate

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credit hours toward the degree throughout the term but shall not be required to exceed that minimum. 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 GTF 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 Oregon State Board of Higher Education in any manner in the exercise of their statutory duty to establish instructional fees.





### ARTICLE 23 HEALTH INSURANCE

Section 1a. GTFs employed at .20 FTE and above are eligible for health insurance premiums outlined in the Article. In addition, all GTFs 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. GTF and University contributions are outlined in the schedule found in Appendix H.

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.

The GTFF Trust, in conjunction with its insurance carrier, has determined that the University contribution will be distributed according to the schedule found in Appendix H. The first lump sum payment will be paid to the GTFF Trust on October 20, or on the closest business day, for all eligible GTFs enrolled in the health insurance plan. Subsequent payments will be made on or about January 20, April 20, and July 20 (or on the closest business days).

Payment for Summer — All GTFs 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, and those GTFs employed in the Summer term who choose to enroll on the health plan, will receive University contributions according to the schedule found in Appendix H.

2010-11: The University will increase its payments as necessary for the 2010-11 plan year to cover 90% of premium cost increases up to 10% to maintain the current level of benefits. The University will pay the full cost of premium increases in excess of 10% to maintain current benefits levels. The GTFF will recommend to the GTFF trust that contribution increases for GTFs be accessed through increased contributions for summer coverage and/or contributions paid by GTFs for spouse/partner and/or child(ren) coverage. The GTFF agrees to recommend to the Trust that any balance in the Trust due to the University's overpayment of premiums in previous years be applied toward the University's contribution for 2010-11.

2011-2012: The University will increase its payments as necessary for the 2011-12 plan year to cover 90% of premium cost increases up to 10% to maintain the current level of

benefits plus changes mandated by the national health care reform legislation. The GTFF will recommend to the GTFF trust that contribution increases for GTFs be accessed through increased contributions for summer coverage and/or contributions paid by GTFs for spouse/partner and/or child(ren) coverage.

During Fall, Winter, Spring and Summer terms, for those with GTF appointments, the University will contribute 95% of the premium costs. GTFs in each enrollment category (as detailed in Appendix H) will contribute 5% of the quarterly premium for their selected coverage.

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

The University will contribute 95% of an additional 1.25% in premiums to cover the cost of improvements for preventative medicine related to the Affordable Care Act, as determined by the GTFF Trust. This 1.25% increase will be a one-time event, occurring September 2012. GTFs will pay 5% of the cost of this additional 1.25% in premiums. This benefit improvement will become part of the current level of benefits going forward.

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

Section 2. LOAN FUND and PAYROLL DEDUCTION. The University will allow GTF's 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 GTFs premium cost needs. All GTFs will be eligible for this loan, which will be repaid to the University by means of payroll deduction. If no payroll deduction is available, GTFs 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. GTFs 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 GTF must have an appointment in the term in which he/she applies for the loan. All insurance premium amounts loaned by the University to GTFs 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 eighty five thousand dollars (\$85,000) eighty-seven thousand, five hundred dollars (\$87,500) to cover the costs of health insurance administrative services incurred by the GTFF Trust, including students receiving

6/12/2012

coverage through COBRA and training grants, for each fiscal year through 2011-12 2013-14. This fee will be paid on September 16 or the closest business day.

Section 5. GTFs 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.

Section 6. The parties agree to form a joint committee, comprised of four Union representatives and four University representatives, to explore the Trust Agreement and health insurance options for GTFs in light of expected health care mandates and possible changes within the Oregon University System, and to consider future health care options for all graduate students. The committee will aim to meet regularly, approximately monthly, for the balance of 2012 and asked to submit its recommendations by February 2013 for consideration by the University and GTFF.

6/12/2012





## **GTFF Proposal**

# ARTICLE 31 NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor agreement, GTFF will send written notice to the University by October 15, 2011 2013, specifying those subjects or sections of the Agreement it proposes to reopen and new subjects for negotiation. The University shall send written notice to the Union by October 15, 2011 2013, specifying those subjects or sections of this Agreement it proposes to reopen as well as new subjects for discussion. 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. Negotiation of the successor agreement shall begin no later than November 15, 2011 2013, or such date thereafter as may be mutually agreed upon by the parties.

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 Oregon State Board of Higher Education 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.





## **GTFF** Proposal

### APPENDIX B LETTER OF AGREEMENT FAMILY AND MEDICAL LEAVE

### Section 1. Family Leave Requirement

Subject to the eligibility requirements stated in Section 4 of this Article, GTFs shall be entitled to a total of twelve (12) 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 GTF for adoption or foster care; (3) the care of a spouse (or equivalent in accordance with Oregon state law), child, or parent of the GTF if a serious health condition exists; (4) a serious health condition of the GTF which makes the GTF unable to perform his or her 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.

### Section 2. Notice Requirement

The GTF shall provide his or her 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 GTF must give a verbal notice to his or her 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 GTF must provide such verification within fifteen (15) days of the request.

### Section 3. Job Protection and Benefits

After returning to work after taking leave under these provisions, a GTF is entitled to be restored to the position of employment held by the GTF 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 GTF returns in a term under which he or she did not have an employment contract or an expectation of such a contract with the University.

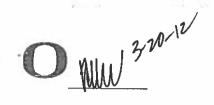
A GTF shall retain their tuition waiver and the University shall continue to pay health care premiums during the duration of the GTF's leave if the GTF remains enrolled and works a minimum of .20 FTE during the term in which family and medical leave is taken. Salary compensation will be adjusted to reflect changes in FTE.

If a GTF takes leave of absence after the normal filing date for declaring on-leave status, the GTF should contact the Graduate School for assistance in obtaining a complete withdrawal for the term. GTFs who take a leave of absence will lose their tuition waiver. A GTF that takes a leave of absence maintain health benefits by paying COBRA premiums.

### Section 4. Eligibility

Any GTF who has been an employee of the University, as a GTF, for at least of term in which the leave is requested is eligible for leave according to the above to

Section 5. Duration
This Letter of Agreement shall expire on March 31, 2012 2014, unless the parties agree to continue it.





# APPENDIX C I. DATA DELIVERY

### I. DATA DELIVERY

A. GTF Data Lists

The University will provide a GTF Data (GTFD) 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** 

GTF 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 GTFD list (effective January 1, 2011)

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

Summer (beginning summer 2011): GTFD lists will be prepared for pick-up on the 1st and 15th of the month, from June 15 through October 1.

C. The GTFF will provide to the University lists of GTFs who are enrolled in the Health Insurance program on a schedule that is to be deterined by mutual agreement between the

GTFF Benefits' Administrator and the GTF Payroll Specialist in the University's Graduate School.

- D. Modifications to the format of the GTFD list can be made with the agreement of the GTFF Benefits! Administrator and the GTF Payroll Specialist in the Graduate School.
- II. Model Consent Language Family Educational Rights and Privacy Act Waiver

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

Acceptance and Consent

If you accept the position by signing below, you will be (1) accepting this GTF assignment under the conditions stated herein, and (2) providing the University with consent to disclose information about 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 (Masters, 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 (GTF I, II, or III).

I accept:	Date:
I do not accept:	Date:

### Release of Additional Information to the GFFF

You must indicate by checking one of the boxes below whether or not By signing below, I authorize the University of Oregon to release the following additional information to the Graduate Teaching Fellows Federation-(GTFF) and, when necessary to administer insurance, the Union's GTFF Health and Welfare Trust: you're my UO ID Number, you're monthly pay, bargaining unit status (i.e., whether you are a fair share or full member), US citizenship status, and 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. Your contract will not be processed if you leave this section blank. Your My authorization to release this information to the GTFF will remain in effect for the duration of this contract.

Signature	Date:	
Yes, I authorize the	University of Oregon to relea	se this information to the GTFF.
No, I do not authori	ze the University of Oregon to	release this information to the
GTFF.		
I also permit the Ur	viversity, in accordance with /	Article 17, Section 1 of the CBA, to
release to the GTFF my r	ank in the applicant pool for t	his appointment.

3/13/2012