

Strike Authorization Vote Summary

At our Emergency General Membership Meeting on this past Friday, May 17, the gathered membership of the GTFF voted overwhelmingly to proceed with a Strike Authorization Vote. This vote will take place by ballot box from Monday, May 19 through Thursday, May 22.

Voting will be followed by a Work-in and Rally on Friday, May 23 10am-2pm at Johnson Hall. We encourage all GTFs, our union allies, friends, the campus community, press and the general public to join us on Friday as we rally in support of a fair contract for all GTFs.

Read about the issues surrounding the vote in the latest bargaining update here:

<http://gtff3544.net/bargaining-update-may-14th/>

The following document contains:

- **A FAQ on concerns held by our members about striking (page 2)**
- **Discussion of contract elements desired by the GTFF Membership. The Strike Authorization Vote allows the bargaining team to call for a strike if these criteria are not met by the Administration (page 4)**
- **An brief overview of how things currently stand at the bargaining table. (page 5)**
- **Longer overviews of the evolution of each subject area opened by the GTFF:**
 - **Health Insurance (Page 6)**
 - **Workspace, workload, contract issues (page 7)**
 - **Wages, Fees, Summer Tuition (page 9)**
 - **Fancy charts comparing proposal costs and University Budget Surplus (page 11)**

Frequently Asked Questions

When might a strike happen?

Under Oregon state law, a strike may not legally be held until after the bargaining teams have declared impasse, requested & been assigned a government mediator, mediated for at least 15 days, and sat in a “cooling off period” for 30 days. The current vote is for a strike that follows all these rules and timelines.

How would a strike happen?

The membership at a general membership meeting with hundreds of people voted overwhelming to hold an official ballot box strike authorization vote. An official strike authorization vote must be by secret ballot with notice and opportunity to all full (blue card signing) GTFF members allowed to vote. The GTFF bylaws state we must reach a quorum of at least 30% of full GTFF members casting a vote, and at least 60% of those voting must vote in favor of a strike for it to be authorized. If a strike is authorized, the bargaining team then may call for a strike if our bottom lines are not met that were voted on at the general membership meeting by all those present. The members are allowed to hold future membership meetings to set new bottom lines and/or decide to hold a new strike authorization vote.

Will my I stop getting paychecks?

During a strike that follows Oregon labor laws, you may have your pay cut for the exact number of hours you miss from work. In the history of graduate union strikes Universities have been unable or unwilling to cut actual pay because 1) they have a very hard time keeping track of your hours and which hours you’re not working, and 2) often an agreement to go back to work includes no loss of pay if grading and other tasks are caught up on. However the university would have the right to cut pay, but they would have to guarantee your job is yours again at the conclusion of the strike if we follow labor laws in conducting our strike.

Will they cancel my insurance during a strike?

As long as you have worked at least 87 hours in any term you have worked at least a .2 FTE. Anyone who has worked at least a .2 FTE keeps their health insurance regardless of what happens for the remainder of a term. You could stop working completely and drop out of graduate school due to a family emergency or health problem or other reason, and as long as you’ve worked at least 87 hours in the term you keep your health insurance for the term. Also, if GTFs are on strike one of the conditions of agreeing to go back to work could include that no one loses their health insurance, including those under .2 FTE. In the last 40 years of graduate unions going on strike Universities have never chosen to take away health insurance though they may have had the right to do so.

How would a strike affect international GTFs?

International GTFs maintain all the same rights under the state and federal labor laws as GTFs who from the United States. In the past 40 years of graduate teaching unions there has never been a case of an international grad having their visa status affected due to their participation in a union. If an international grad were to experience any legal problems related to their participation in the GTFF they would have full access to our legal resources to defend and protect them. International grads have the same exact rights as U.S. GTFs to take part in their union, vote or not vote for a strike, walk picket lines, and participate in a legally held strike under the law.

What does a strike look like?

GTFs would be encouraged to forgo any tasks for which they are paid by the University. These might include: teaching classes, some research (see below), grading, or administrative work. This does NOT include academic work. You are still expected to attend classes you are enrolled in, complete assignments, attend seminars, do research associated with research credit hours and work on your dissertation. In lieu of performing labor, GTFs join picket teams marching around campus buildings to demonstrate their frustration over bargaining to the University Administration and to the public.

How would graduate research assistants take part in a strike?

Grads in the lab sciences can take part in a strike just as GTFs who teach courses. A strike would only affect the portion of your time related to paid labor, not the portion of your time associated with your academic progress. Grads who teach would, for example, attend own classes they themselves are enrolled in and still spend portions of their day working on their own dissertations, but not go to the courses they teach. Grads who work in labs might still spend time in their labs for part of the day, but join picket lines for some portions of the day. Grads paid at a 0.5FTE are hired for 20 hours of work per week, or 4 hours per day. Thus, a 0.5FTE grad in a research position might choose to spend 2 hours on the picket line in the morning, then 2 more later in the day while still working in the lab during the afternoon and evening. While we all know that grads in the lab sciences do work for their advisors and work for their own dissertations that heavily or completely overlap, suspending part of your time in the lab is a way for you to join with your fellow GTFs to send a message to the administration about the importance and urgency of a fair contract. GTFs whose research activities might require daily upkeep (e.g. feeding animals) or careful monitoring, are encouraged to make sure those activities got done as they are needed in order to not cause any to harm their own academic progress, University property and equipment, or the animals.

What about graduate students on Training Grants?

Graduate students on training grants would not “go on strike” as they are not in the GTFF collective bargaining unit and cannot take part in the strike vote. However they can still take part in the picket lines during their own time and cannot be prohibited from doing so.

Bottom Line:

The general membership voted that if the following items are not met and the membership authorizes a legal strike than the bargaining team may call for a strike:

- 1) Salary to match living expenses:** The GTFF membership voted for Level 1 GTF at a .49 fraction to earn enough to meet basic living expenses set by the University of Oregon financial aid office within 4-5 years, depending on inflation.
- 2) Protect the current health insurance plan coverage and add Major Dental and increase vision.** The current healthcare plan offered by GTFF Health and Welfare Trust must not be significantly reduced due to the cap the Administration is suggesting. Our members are not willing to authorize our premiums potentially going up from \$78 to \$200 or \$300 per term or the health insurance plan being significantly altered by cutting benefits or increasing deductibles and co-pays. Our members also voted that we must continue to endeavor to add major dental coverage and increases to our vision benefits.
- 3) Keep the cap on fees exactly as it is.** We will not get rid of a flat cap on fees. The administration currently has refused to offer anything except switching to a percentage split, where GTFs would pay 10% of fees and the administration would pay 90% during fall, winter and spring. In summer they propose GTFs pay 90% and University pay 10%.
- 4) Paid Medical and Parental Leave.** Lastly the members ask that we have a new collective bargaining agreement which includes paid medical and parental leave. The medical leave would not kick in until after one week absence from work duties. The administration does not want any paid leave whatsoever, they only want to provide unpaid leave as required by law (Family Medical Leave Act).

GTFF Bargaining Overview as of 5/16/14

All topics marked with (*) are bundled into an entire economic package. Offers made on all elements within the package are subject to being changed, as long as the value of the entire package does not shrink. That means, for example, the Administration could create a new package that reduced their offer on wages, as long as they increased offers in other areas that at least met the decreased in wages. This allows sides to work towards each other in reaching an agreement, but gives flexibility for both sides to emphasize their priorities. Reducing the size of the package, and thus moving further away from coming to an agreement with the other party is frowned upon in contract negotiations (bad-faith bargaining).

Many articles have already been “TA'd” or Tentatively Agreed to. This means the two sides are reached an agreement on new contract language on a topic, signed off on the new language, and have finished discussing it.

***Wages:** The Administration proposes 3% raise to the minimum salaries, we propose 5.5% per year for two years. The University proposal would eventually cover basic living expenses for GTFs in 10+ years, while the GTF proposal would provide a living wage in 4-5 years, depending on inflation.

***Summer Waivers:** The latest administration proposal included an open faced summer sandwich (i.e. GTFs could get summer tuition waivers for working 2 terms in the year preceding the summer, without any requirement to work during the following academic year), but this of course depends on the rest of the economic package.

***Fees:** The administration wants a 10% GTF / 90% Administration split on fees in the school year, and 90% / 10% split in summer. We currently are offering to stick with the \$61 cap. The administration has agreed to a ≈\$300 SEVIS reimbursement for international graduate students, depending on the rest of the financial package.

***Healthcare:** We still want major dental, and \$300 per year for vision rather than \$200. They want a 7% cap on premium increases over two years or taking away the ability of the Trust to manage the plan. Healthcare premiums typically go up 10% per year average over the last 10 years. With a cap, premiums for individuals could potentially go up to \$300 per term for GTFs in the second year of the contract, while currently costs are \$78/term. The actual cost to GTFs is unknown, but a two-year cap that is lower than the annual increase is very likely to substantially increase costs to GTFs.

***Paid Leave:** They want no paid leave but provide more systematic processes for getting unpaid leave. We want up to 6 weeks per year paid leave for documented medical issues that require more than one week leave. We want 6 weeks paid leave for parents. We want 5 days paid bereavement leave for the death of a family member.

Lay Offs: The parties have TA'd protections so that GTFs may no longer be laid off due to low enrollment. GTFs may still be laid off due to academic reasons or departmental financial reasons (such an entire department being shut down).

Workspace: We have TA'd a guarantee for kitchens to not being taken away from where they already exist. An agreement was made asking GTFs to keep facilities clean in the same manner as faculty and administrative staff, as long this work does not push GTFs beyond their contractually obligated time limits on work. These tasks include such things as cleaning dishes GTFs have used or dealing with overflowing trash and recycling receptacles in their offices. We have TA'd internet access where needed to do our jobs, and to be on a committee that plans expansion of the wireless system.

Workload: The administration has agreed to provide workload allocation forms to departments/supervisors so that GTFs can request their use. The GTFF would like access to these forms in the future, but the Administration is reluctant to keep records of them.

Other: Both sides have TA'd articles about Union Rights, Dues Deduction, Personnel Files, Evaluations, Grievances, Arbitration, Discipline and Discharge, Hiring, Printing of the Contract, Criminal Background Checks, Drug Testing, and Late Pay. We also got the Administration to drop their attempts to make GTFs cover the work of other campus workers who might be on strike (GTFs don't have to scab).

Longer Health Insurance Overview

A little history: Every bargaining cycle, the UO administration and the GTFF negotiate the amount of money the University will pay to support GTFF health care. Historically, this has been bargained as a *lump sum*, paid to the GTFF Health and Welfare Trust for the purposes of buying insurance. Over time, this practice evolved into negotiating how much money the University would pay *per member*, and eventually into a *proportional* arrangement, whereby the University pays a given percentage of healthcare premiums for individual members. In our last cycle, the Administration proposed standardizing this amount at 95% of premiums for all members and dependents. This was intended to “share the risk” of increasing healthcare costs between the University and GTFs, by having both sides pay a percentage, rather than a fixed sum, of the premiums.

Let’s recap where the two sides started, and where we wound up this week:

Opening positions:

GTFF: Maintain the current 95/5 premium split; add major dental and improved vision coverage at an estimated cost of \$600k/yr.

Admin: Maintain the current 95/5 split, but only for premium costs up to 5% higher than current during the life of the contract; after that, all cost increases borne 100% by GTFs. Cost year to year varies, but had this been in effect last year, GTF health premiums would have increased an *average* of 288%, from ~\$62 to ~\$235 per term.

Current positions:

GTFF: As earlier offer, but with reduced improvement to vision; total estimated cost of \$475k/yr.

Admin: We were presented with two options;

Option 1: Remove control of GTF health plan from GTFF Health Trust, essentially dissolving the Trust; modify the plan to match that offered by the Public Employee Benefits Board, a generally inferior plan.

Option 2: As earlier offer, but with a 7% over two years “cap.”

The problem: Aside from the Administration’s offer to remove control of the health plan from GTF hands and give us an inferior insurance plan through PEBB – a state run organization offering insurance plans to public employees, the University’s proposal to “limit their exposure” on premium increases is a recipe for the slow dismantling of the health plan. The ten-year trend of health premium increases is roughly 9% per year, according to the Health Trust; this is quite in line with the generally increasing cost of health care in the United States, and we recognize that this is a serious concern for employers. However, the level of risk the University proposes we take as individuals is immense. The Administration’s proposal will not cover medical inflation, requiring the Trust to either heavily and consistently slash benefits year after year, or pass catastrophic premium hikes on to GTFs.

Overview on work-space, workload and contract issues

| Where We Started: | Where We Stand Now: |
|---|---|
| <p><u>Kitchen Facilities Access:</u> We asked for GTFs to have access to refrigerator, coffee maker or equivalent (i.e. hot water), and microwave, whether in our offices or where they exist within the employing unit (i.e. in faculty lounge if no other facilities exist).</p> | <p>We TA'd language to give GTFs access to kitchen facilities where they exist, and to make this access explicit</p> |
| <p><u>Wireless Access:</u> We asked that GTFs have access to wireless where it is needed for them to perform work duties (primarily in classrooms and offices).</p> | <p>We TA'd language that will ensure GTFF representation on the committee that is investigating the cost and implementation of increased and improved wireless on campus, and that will ensure that GTFs have <i>internet</i> access where it is required to perform work duties; if this is not possible, then work duties will be changed to accommodate this limitation.</p> |
| <p><u>Office cleanliness:</u> We asked that GTF offices be kept to the same standards as other offices; messy, dirty and unkempt offices undermine our image of professionalism; we asked that garbage and recycling be emptied, or that GTFs have access to facilities to empty these ourselves (i.e. in the same building or even on the same floor), and that these additional cleaning duties be monitored to fit within our FTE.</p> | <p>We TA'd language that agrees to either include cleaning duties in our FTE workload when janitorial staff cannot, or to ask for increased awareness of cleaning in GTF offices when possible.</p> |
| <p><u>Change in workspace:</u> We asked that a similar and/or equivalent, safe, clean workspace be provided in the event that GTFs have to leave their office (this happened with Poli Sci, for example).</p> | <p>If workspace is unavailable, the administration agreed to insert language that would provide either an alternative but comparable space or change of duties if the new space is incomparable</p> |
| <p><u>Paid Leave:</u> We asked for:</p> <ul style="list-style-type: none"> • paid parental leave (6 weeks, just like faculty won with UA), • paid sick/medical leave (6 weeks, parity with UA and SEIU), • and that in addition to maintaining our salary and health insurance during these vulnerable times, that the University implement a system to officially hire a replacement instructor for the duration of the GTF's absence to be paid an hourly rate. • This would eliminate the current ad hoc replacement system, and prevent GTFs who are sick, injured, and/or soon-to-be parents from having to make up work later, and/or return to work earlier than they should. | <p>To work with the Administration, the GTFF offered to adjust their paid leave proposal so that only documented medical issues requiring more than a week absence from work (such as recovering from surgery, pneumonia or being hit by a car) would be covered. These GTFs need time to heal and do not have time in their schedules to make up more than a week's worth of work. The GTFF did accept the Administration's unpaid leave proposal for immigration hearings, jury duty and voting, and a new Article related to these topics was TA'd by both teams. The GTFF's new proposals would save the University an estimated \$90,000. The Administration has yet to accept and maintains its argument that we should not get paid leave because we have never gotten paid leave.</p> |

Make binding lengths of contracts (multi-year contracts)/Signed contracts are binding

- Win: Admin agreed to no layoffs for unexpected low enrollment (reserve the right to layoff with 30 days notice for other major departmental events such as eliminating a department)
- Win: Admin agreed to language that departments cannot use the costs of tuition/benefits to determine GTF appointments (ie they cannot pick one GTF over another just because one has a family and therefore more expensive insurance than another).
- Concession: They did not agree to language stating that years of funding in offer letters are binding.

No late Pay

- Win: Admin agreed to extend the emergency loan for late paychecks to the first month of each term (previously it only covered late September pay)
- Win: Admin agreed to use other language (something to the effect of “relief”) instead of “loan” for the emergency finances available for this purpose.
- Concession: The admin will not pay GTFs for late fees and interest charges that are the result of the late pay.

Make Standard Workload Allocation Forms (FTE calc sheets)

- Both sides agree to make this a highly encouraged, yet voluntary program across campus. We currently disagree over the process of storing the forms, accessing them after assignments are complete, and whether GTFs have the right to request a written reason if their supervisor refuses to use a workload allocation form. The university did send us a proposal Thursday that allows GTFs to submit input about workload, have the dept store that and provide it to future GTFs for that course.

Summary of Financial Proposals Concerning Wages, Fees, and the Summer Term*

Initial GTFF Proposal (11/22/13):

- **6.1% minimum wage increase in each year of contract**
- **\$0 GTF Responsibility concerning mandatory fees**
- **1 Term with GTF appointment required for summer tuition waver**

Additional Cost to Administration from Previous CBA:

Wages: \$1,442,000

Fees: \$745,200

Summer Tuition: \$200,200

Total: \$2,387,000

Initial UO Admin Proposal (1/24/14):

- **1.5%, 2% minimum wage increase in year 1 and year 2 of contract, respectively**
- **12% GTF Responsibility concerning mandatory fees during AY**
- **88% GTF Responsibility concerning same fees during Summer Term**
- **No Change to terms regarding Summer Sandwich qualification**

Additional Cost to Administration from Previous CBA:

Wages: \$307,000

Fees: -\$117,000 (Additional income based on projected 3.5% increase in fees)

Summer Tuition: \$0

Total: \$190,000

Current GTFF Proposal (5/14/14):

- **5.5% minimum wage increase in each year of contract**
- **\$61 GTF Responsibility concerning mandatory fees (no change from old CBA)**
- **2 Term with GTF appointment required for summer tuition waver**

Additional Cost to Administration from Previous CBA:

Wages: \$1,269,000

Fees: \$0

Summer Tuition: \$200,000

Total: \$1,469,000

GTFF Movement from initial proposal: Decrease of \$918,200

Current UO Admin Proposal (5/14/14):

- **3%, 3% minimum wage increase in year 1 and year 2 of contract, respectively**
- **10% GTF Responsibility concerning mandatory fees during AY**
- **90% GTF Responsibility concerning same fees during Summer Term**
- **2 Term with GTF appointment required for summer tuition waver**

Additional Cost to Administration from Previous CBA:

Wages: \$602,000.00

Fees: -\$6,000 (Additional income based on projected 3.5% increase in fees)

Summer Tuition: \$200,000

Total: \$808,000

UO Movement from initial proposal: \$618,000

The Big (Financial) Picture:

Although the dollar amounts concerning these specific proposals show similar total movement, the UO administration balances this act with attempts to bust the trust (which later devolved to killing the trust softly) and gut our healthcare benefits by enforcing comically tiny caps on premium increases over the lifetime of the contract. Although current projections of the increase in premiums is low for next year, the increase in premiums for a tiny group of employees (such as 1500 GTFs) is largely determined by a wildly fluctuating number of large claims and is difficult to predict without large amounts of historical data. A low cap coupled with unforeseeable and uncontrollable heavy health care usage in one year would dramatically increase GTF insurance costs.

The GTFF's initial proposals were conservative and easily justifiable. They aimed to close the gap between the minimum gross pay and the estimated living expenses as proposed by the University's financial aid office in three years **without** taking into account inflation. The UO admin proposals have made no progress in closing this gap due in large part to their **unacceptable** proposed percentage fee structure and unwillingness to take on the risk of fluctuating insurance premiums.

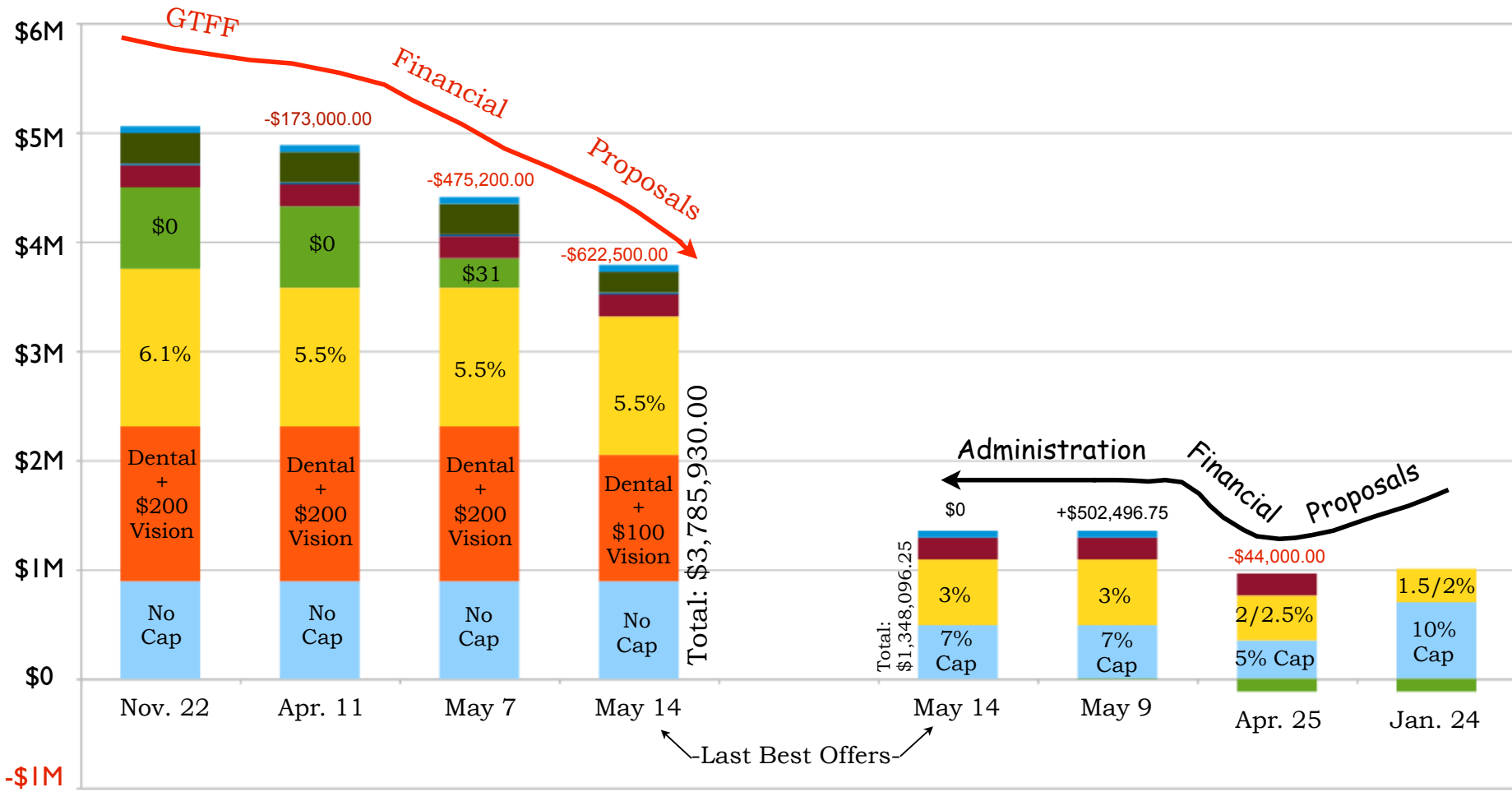
The proposals put forth by the administration take small amounts of risk faced by the University and add large amounts of risk to graduate students. The tiny cap placed on health insurance premiums is very likely to result in drastic increases in health insurance costs for GTFs. To manage these costs, the Health and Welfare Trust could be forced to drastically reduce benefits for GTFs in order to cut costs in the face of too low of a cap. GTFs facing serious medical issues could choose to forgo treatment as a means to avoid the cost (this already is known to happen with major dental issues faced by GTFs), putting their physical wellbeing in jeopardy. This shifting of serious physical and financial risk onto GTFs is justified by saving money for the University. A switch to a percentage basis for fees removes much financial security from GTFs, as amounts paid in fees become entirely unknowable in the future. At other Universities, student fees reach into the thousands of dollars, a risk GTFs are currently protected from by a flat dollar-amount cap on fees. This danger to GTFs is justified as means for GTFs and the University to better share the burden of paying student fees, a large portion of which is now paid by the University. However, student fees rates are set entirely by the Administration, and ultimately paid from University pools of money to University pools of money. The only change moving to a percentage basis would have is to increase the revenue pulled in by the University at the expense of GTFs.

We've seen some positive movement concerning reimbursement of SEVIS fees for first time international GTFs and language prohibiting tuition waver costs from affecting hiring decisions, but this small movement resides in the shadow of the elephant in the room.

Following are two charts that compare the cost of each side's overall economic proposals as they've evolved over time. The last chart compares this to the budget surplus the University has in its Education and General Fund. The purple bar is the surplus at the beginning of the current academic year and the orange bar is the growth seen in *just* the current academic year. Both values very easily cover the *two year* cost of GTFF economic package.

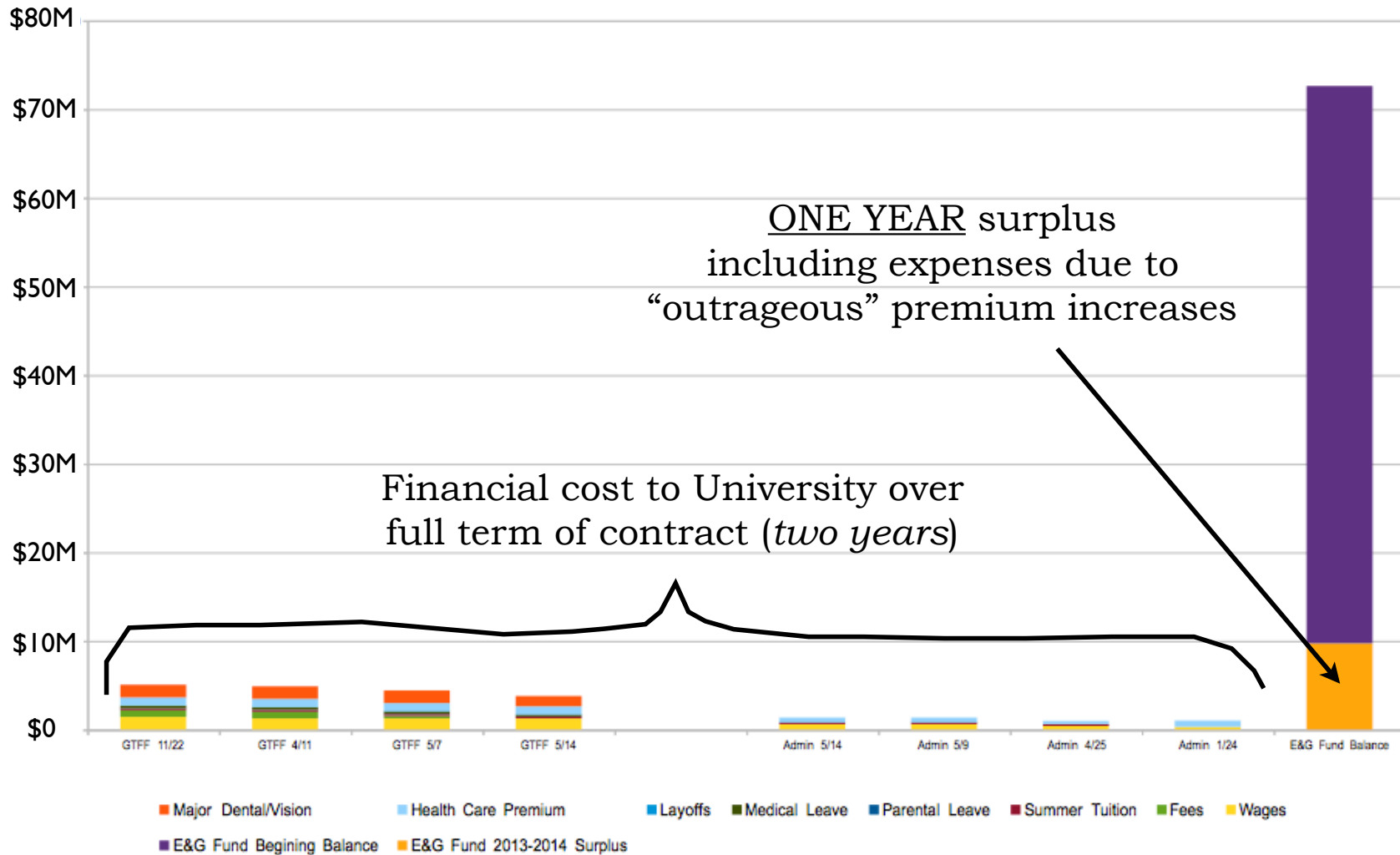
*All Numbers from Richard Wagner's Aggregate Report on the State of Bargaining
(<http://gtff3544.net/bargaining-update-may-14th/>)

Cost to University due to Proposed CBA Changes over life of the contract



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|--|--|---|---|---|---|--|--|---|
| <p>Layoffs</p> <p>TA'd 5/9</p> <p>No enrollment based layoffs</p> <p>cost ~\$32k/year</p> | <p>Medical Leave</p> <p>Only for extended leave. Up to 6 weeks.</p> <p>NONE</p> | <p>Parental Leave</p> <p>6 weeks</p> <p>NONE</p> | <p>Summer Tuition</p> <p>TA'd 4/25</p> <p>1-sided Sandwich</p> <p>cost \$100k/year</p> | <p>Fees</p> <p>\$61 - as in current CBA</p> <p>10% GTF 90% UO flip in Sum.</p> | <p>Wages</p> <p>5.5%</p> <p>3%</p> | <p>Major Dental/Vision</p> <p>Major Dental + \$100 increase in Vision</p> <p>NONE</p> <p>But, Trust can add and cap applies</p> | <p>Health Care Premium Growth</p> <p>UO continues to pay fixed 95%. New benefits must be bargained.</p> <p>UO only pays up to 7% premium increase over life of CBA.</p> | <p>Last Best Offer</p> <p>GTFP</p> <p>O</p> |
|--|--|---|---|---|---|--|--|---|

Cost to University Due to Proposed CBA Changes - Compared to E&G Fund End of FY 2014



E&G Fund data from May 17, 2014 meeting of State Board of Higher Education Quarterly Management Report. (available here: <http://www.ous.edu/sites/ous.edu/files/dept/board/appendices20140516.pdf>, pdf page 167 - projected 6/30/2014 E&G fund beginning balance (\$62,877,000) and change in fund balance (\$9,735,000)).