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UO Bargaining Proposal

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## 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 teaching GTFs of available course 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 and advise GTFs of the availability of workload allocation forms for use as provided in Section 5 of this Article. 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.** The University encourages GTFs and their supervisors to communicate as needed concerning the GTF's work assignment to ensure that GTFs receive appropriate guidance and supervision.

Each department or employing unit will provide a workload allocation form for voluntary use by GTFs and their supervisors. The purpose of the workload allocation form is to foster clear communication and transparency of expectations. The workload allocation form will identify the specific work duties

that comprise the GTF's assignment and the anticipated amount of time the GTF will spend on each specified work duty. It may be revised by the GTF and the GTF's supervisor as needed throughout the GTF's appointment. If a supervisor and GTF use the workload allocation form, the supervisor shall be available to discuss potential revisions of the workload allocation form. If used, the GTF will be provided a copy of each completed workload allocation form and any revisions to the workload allocation form.

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

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

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

**Section 65.** 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 general description of the job requirements.
- The supervisory individual who shall oversee the implementation of the GDRS.
- Availability of Graduate Teaching Fellowships in the department.
- Eligibility requirements and application process for appointments.
- Appointment and reappointment process.
- Workload and work assignment information.
- Health and safety information, including any training requirements, use of required personal protective equipment, accident reporting and workers compensation coverage.
- 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).
- 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.

- GTF absence procedure or reference to where this procedure is documented.

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

**Section 98.** 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 109.** 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 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.