

1 **ARTICLE 10**

2 **HEALTH, SAFETY AND WORK ENVIRONMENT**

3
4 **Section 1.** Both the University and GEs acknowledge their commitment to a respectful workplace. The
5 parties agree to adhere to the annual Respectful Workplace Memorandum jointly issued by Academic
6 Affairs and Human Resources.

7
8 **Section 2.** Facilities and Services

9
10 The University shall provide each GE with access to facilities and services conducive to carrying out their
11 assignment (i.e., teaching, research, or administration) in a professional atmosphere, including
12 reasonable office or desk space; reasonably secure storage space for books, papers, and supplies; and
13 reasonable access to a computer. Upon notification and request by a GE, a department will provide
14 reasonable access to a telephone, except for jobs that include work tasks requiring use of a phone. For
15 GE with tasks requiring a phone (e.g. conducting phone interviews, calling conference participants, etc.),
16 phones will be automatically provided, unless there is mutual agreement between the GE and the
17 employing unit not to. [GEs whose assignments involve use of specific software shall be provided with a](#)
18 [personal license to the software.](#) Each GE shall also have reasonable access to private facilities for
19 conferring with students and faculty and for other job related purposes. GEs shall be provided desk
20 copies of, or electronic access to, all texts required for their assignment. GEs have the same
21 responsibility as other academic and administrative employees to maintain a safe, healthy, clean work
22 environment. This responsibility may not conflict with or exceed GE work assignment/workload (see
23 Article 10).

24
25 Departments shall develop policies and procedures regarding condition of workspace and access to
26 private meeting space, telephones, computers, internet access, office supplies, photocopies, printouts
27 and all other materials required for the GE's work assignments. These policies and procedures shall be
28 documented and made available to GEs by incorporating them into departmental GE manuals or
29 graduate student handbooks, by posting the information online, or by creating a document specifically
30 for that purpose. Listed below are practices and standards designed to ensure a safe and appropriate
31 working environment and to serve as reference for specific departmental policies and practices.
32 Departmental policies and procedures shall address at least the categories listed below. Standard
33 working hours for the purpose of this article are defined as Monday through Friday, 8 a.m. - 12 p.m. and
34 1 p.m. - 5 p.m.

35
36 a) Workspace

- 37 i. Working locks on doors [and windows](#)
38 ii. Properly and securely installed partitions and shelving

- 39 iii. Safe and appropriate furnishings
- 40 iv. Provided with the same custodial services on the same schedule as other similar spaces
- 41 in the department or building/facility
- 42 v. A desk space in a room able to be locked with no more than 2 GEs assigned to share that
- 43 desk
- 44 vi. Access to gender inclusive restrooms comparable to other employee groups

45 b.) Private Meeting Space

- 46 i. Access to an established space in reasonable proximity to the GE's office
- 47 exclusively designated for private meetings for GEs with teaching assignments
- 48 either as instructor of record or as lab/discussion leader that requires no more
- 49 than thirty minutes of advance notice to reserve.
- 50 ii. This space shall not come at the expense of current GE office space levels as
- 51 specified in Section a of this article.

52

53 c) Access to Computers

- 54 i. Easy and reasonable access, at least during standard working hours, to computers equipped
- 55 with software typically provided other departmental staff and as it relates to GE assignments.
- 56 Departments may send out requests to determine if computers will be utilized by GEs for work
- 57 duties, and if by mutual agreement they are not being utilized, they may be removed.
- 58 ii. Easy and reasonable access to internet necessary to carry out work assignments.

59

60 d) Access to Telephones (for all GEs with duties requiring phones, or upon GE request)

- 61 i. Easy and reasonable access to telephones necessary to carry out work assignments
- 62 ii. Access to voicemail or other messaging service

63

64 e) Access to Office Supplies, Photocopies, and Printouts

- 65 i. GEs working under the direction of an instructor of record whose supervisor is an instructor of
- 66 record (that is, GEs working as teaching assistants, lab leaders, or discussion section leaders),
- 67 administrative GEs, and research GEs shall have access to supplies necessary to accomplish the
- 68 tasks associated with their assignments as directed by their supervisors. These shall be available
- 69 at no personal cost to the GEs and does not preclude limitations placed upon the supervisors ~~or~~
- 70 instructors of record.
- 71 ii. GEs working as instructors of record shall have limits on quantity and out-of- pocket costs for
- 72 necessary supplies that are substantially similar to other instructional staff with comparable
- 73 instructional assignments in the department. Access to these supplies shall be available at least
- 74 during departmental standard working hours.

75

76 f) GE Assistance

77 i. Departments with GEs who work as instructors of record shall specify how GE assistance for the
78 instructor-of record GEs shall be apportioned.

79

80 g) Kitchen Facilities

81 i. Access to the same or similar facilities as other faculty and staff in the department.

82 ii. When no kitchen facilities exist, GEs and/or the Union have a right to request kitchen facilities.

83

84 h) Disability Access

85 i. In the provisions throughout this Article, "access" shall be read to include appropriate
86 accommodations for GEs with disabilities, including but not limited to building location and
87 layout, furniture, equipment, and software.

88 ii. No disciplinary action shall be taken against GEs who are unable to complete work duties due
89 unreasonable delays or denials of accommodations as described in Section 9.

90 iii. GEs with registered disabilities through the Office of Human Resources shall be eligible for
91 parking passes at no cost to the GE.

92

93 **Section 3. Health and Safety**

94

95 The University acknowledges upholds an obligation to provide a safe, clean, and healthy environment,
96 including freedom from exposure to inappropriate behavior and discrimination as outlined in Appendix
97 D and article 8, for its employees on the University of Oregon campus and in University-owned or
98 controlled facilities, and agrees to do so in accordance with any and all applicable local, State, and
99 Federal laws pertaining to occupational safety and health. GEs may refuse to work in unsafe spaces,
100 whether or not the space is owned or controlled by the University.

101 a) Training: The University shall see that GEs are properly instructed and supervised in the safe
102 operation of any machinery, tools, equipment, process, or practice that they are authorized to
103 use or apply during the course and scope of their employment. GEs will attend all required
104 training on workplace health and safety provided by the University and this training will be
105 provided at the employee's regular rate of pay.

106

107 b) Equipment: It is the responsibility of the University to provide, at no cost to the GE, all necessary
108 personal protective equipment (PPE) and training in the proper use of any issued PPE.

109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143

- c) The University shall provide for and maintain in safe working condition all tools and equipment required for the execution of GE duties.

- d) If, after reporting to the supervisor that a specific task or assignment may jeopardize personal health or safety, correction is not made, that employee may refuse to perform such activity without penalty until the appropriate health or safety officer has reviewed the situation and made a finding. The University shall notify the GTFF of each determination that is made.

- e) When OR-OSHA provides notice that it plans to inspect University facilities where GEs work, the Union shall be notified as soon as possible if possible. A Union official, upon request, shall be allowed to accompany the inspector if possible.

- f) The Union shall be afforded representation on the University Safety Advisory Committee.

- g) Once the time and location of assignments have been established, a GE who has security concerns about these aspects of their assignment, [or concerns about exposure to inappropriate behavior or discrimination](#), will have until one week prior to the start of classes to submit a petition to the hiring unit stating their reason for requesting a reassignment. The hiring unit will prescribe a remedy and/or make an effort to reassign the GE. If the hiring unit is unable to reassign the GE or prescribe a remedy acceptable to the GE, they may either accept the original assignment or resign their appointment for the term.

- h) GEs who are nursing shall be afforded appropriate access to secure, private, and sanitary lactation space, other than a public restroom or toilet stall. The university will make reasonable efforts to ensure that such spaces are in close proximity to a GE's primary work space. If private and secure, lactation spaces may include the GE's work area or a child- care facility. The university shall [provide permanent ~~provide at minimum five \(5\) permanent~~ lactation spaces in each building](#) on the Eugene campus. GEs employed at a facility other than the Eugene campus may request a lactation space.

- i) [GEs who were employed during the spring term and who have accepted an appointment for the following fall term shall retain their membership to the UO Recreation Center during the summer term. Such GEs are exempt from the UO Recreation Center summer membership fee.](#)

144 j) GEs who are employed at a location other than the main Eugene campus shall be compensated
145 the equivalent amount for membership at the UO Recreation Center per term.

146

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

152

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

158

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

163

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

166

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

170

171 **Section 7. Professional Ethics**

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

174

175 Graduate Employees shall not be barred from consulting with their professional association or outside
176 legal counsel should an ethical concern arise at their workplace. GEs who believe they are being asked to
177 perform a work duty in violation of a recognized professional code of conduct may call for a meeting
178 with their department/unit head (or department/unit head's supervisor if the department/unit head is

179 the party asking for the work to be performed) to discuss the matter. The GE shall have the right to have
180 their Union representative present at such meeting.

181

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

188

189 **Section 9.** The University shall provide an employment disability accommodations process for all GEs [in](#)
190 [accordance with the Americans with Disabilities Act](#).

191 a. [GEs shall give notice of their need for accommodation to the University in writing. Upon](#)
192 [receiving this notice, the University shall respond within two \(2\) working days to confirm](#)
193 [its receipt. A list of the types of workplace adjustments that might constitute reasonable](#)
194 [accommodation shall be provided to employees when first seeking accommodations.](#)

195

196 b. Denials [or delays](#) of ~~employment~~ disability accommodations, including when [such](#)
197 denials [or delays](#) are based on the anticipated costs of the requested accommodations,
198 shall be resolved through the GTFF grievance procedure at the discretion of the GE to
199 optionally begin at Step 3.

200

201 c. The University shall, when feasible and agreeable to the GE, take steps to reduce
202 duplication in the accommodation processes covering a GE's student and employment
203 accommodation needs. Both employment and student disability accommodation offices
204 shall inform GEs of the availability of both kinds of accommodations and will, upon
205 request of the GE, work collaboratively with the other office to integrate the
206 accommodation implementation process.

207

208 d. [GEs may appeal the University's decision regarding what constitutes reasonable](#)
209 [accommodations in consultation with the GE's healthcare provider.](#)

210

211 e. [The University is responsible for ensuring that there is no break in accommodations for](#)
212 [GEs across appointments.](#)

213

214 f. The Americans with Disabilities Act (ADA) and the reasonable accommodation process
215 will be covered as part of the GE orientation provided by the Graduate School.

216

217 ~~g.~~ All GEs shall receive information in initial offers of employment to access necessary and
218 reasonable employment accommodations for a variety of disability needs covered by
219 the ADA including but not limited to chronic health conditions, physical disabilities,
220 mental health disabilities, learning disabilities, and/or any other conditions. The
221 University shall attempt to put into place workplace accommodations before the
222 beginning of employment if advance notice is provided. ~~A list of the types of workplace~~
223 ~~adjustments that might constitute reasonable accommodation shall be provided to~~
224 ~~employees when first seeking accommodations.~~