

ARTICLE 4  
DUES DEDUCTION

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4 **Section 1.** Upon written request on a form to be provided by the Union, members of the Union  
5 may have regular monthly dues deducted from their paychecks. The form and any changes to it  
6 will be sent to the University for review. Final versions of the form will be determined by the  
7 Union. The Union will notify the University no later than the 15<sup>th</sup> of the month prior to the  
8 month in which any changes in regular monthly dues rate are to take effect. The Union shall  
9 apprise the University about proposed changes to their dues that impact, for example, amount,  
10 structure, and collection.

11  
12 **Section 2.** Changes in the membership list shall be provided to the University by the Union at the  
13 earliest possible time after the GE indicates that a change in membership status is desired.  
14 Notification of a change in status received directly by the University from a GE is void. The  
15 Union shall forward promptly notice of such changes to the University and shall hold harmless  
16 the University from any liability for the Union's failure to so notify. If cancellation notice is  
17 given by the member directly to the University, the University shall notify the Union promptly  
18 that such cancellation has been made.

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20 **Section 3.** The University will, in the month following the deduction, send payment to the Union  
21 for the total amount so deducted accompanied by a listing identifying the members for whom the  
22 deductions are being paid.

23  
24 **Section 4.** GEs who are Union members and who, for any reason, temporarily discontinue their  
25 status as a GE with the University shall, upon their return to University employment as a GE, be  
26 reinstated as members of the GE Union following notice provided by the Union to the  
27 University.

28  
29 The University, upon written authorization from the GE, will deduct voluntary contributions to  
30 the Union's COPE fund from the GE's monthly paychecks. The amount to be deducted shall be  
31 that amount designated by the GE in a voluntary written authorization. This amount is to be a  
32 continuing monthly deduction until such time as the GE requests cancellation of the COPE  
33 deduction in writing. A GE whose status as an employee is temporarily discontinued (excluding  
34 summer term), shall, upon return to University employment, complete a new COPE  
35 authorization form. The sum of all monies so deducted shall be remitted to the Union in the  
36 month following the deduction, together with a list of employees from whom the voluntary  
37 contributions were deducted and the amount deducted from each.

38  
39 **Section 5.** The Union agrees to accept listings referenced in this Article in a format which is  
40 readily available to University Administration. Should the University encounter additional costs  
41 attributable to a change in structural reprogramming, that expense shall be borne equally by the  
42 University and the Union. Such changes may only be requested once during the contract period.

43  
44 **Section 6.** The Union shall indemnify and hold the University harmless from all actions taken by  
45 the University in compliance with this Article.  
46

47 **Section 7.** The Union shall maintain documentation of Union membership for each employee  
48 who has authorized the University to deduct dues to be remitted to the Union. The  
49 documentation must include a signed membership or dues authorization card or other clear and  
50 compelling evidence that the employee has affirmatively agreed to have dues deducted by the  
51 University. By [Date], the Union shall provide digital copies of all existing signed membership  
52 or dues authorization cards to the University. Each academic term the Union shall provide to the  
53 University digital copies of all new membership cards received for that term. The Union shall  
54 notify the University immediately when a member withdraws from Union membership or  
55 revokes authorization for dues deduction.

ARTICLE 11  
PERSONNEL FILES

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4 **Section 1.** At the request of a GE, the University shall provide reasonable opportunity for the GE  
5 to inspect, at the GE's place of employment, the GE's personnel file(s). Normally, such  
6 accommodation shall take place within the same day and under such conditions as are necessary  
7 to insure its integrity and safekeeping. Upon request and the payment of fees not to exceed the  
8 actual cost of reproduction, the University shall furnish a copy of the requested materials. GEs  
9 shall have the right to review upon request material relating to their performance as employees,  
10 as well as performance as students as such material relates to employment. Material excluded  
11 from this review shall include confidential letters of recommendation for which the GE has  
12 signed a waiver of the right of access.

13  
14 **Section 2.** A GE may choose to be accompanied by a representative of the Union and/or counsel  
15 when reviewing material permitted under Section 1 of this article.

16  
17 **Section 3.** All evaluative or disciplinary material relating to a GE's employment ~~or performance~~  
18 ~~as a student~~ placed in a file shall identify the author and be signed by the author and dated or date  
19 stamped when received. This requirement does not apply to personnel action forms and other  
20 similar material routinely placed in files for record keeping purposes. Copies of all documents  
21 pertaining to employment related performance and evaluation of a GE shall be kept in one file  
22 maintained in the GE's department or administrative unit. This does not preclude the keeping of  
23 additional files in other University of Oregon offices as needed for record keeping purposes.

24  
25 **Section 4.** No evaluative or disciplinary information reflecting unfavorably upon a GE shall be  
26 placed in the personnel file without the signature of the GE. The GE shall be required to sign  
27 such information and may request the following disclaimer: "GE signature confirms only that the  
28 supervisor has discussed and given a copy to the GE and does not indicate agreement or  
29 disagreement." A GE has the right to have placed in the file a written response or rebuttal to  
30 material in the file and have the response attached to the material to which it refers.

31  
32 **Section 5.** A GE has the right to have placed in the file any material or information which may  
33 reasonably be expected to be of assistance in the evaluation process.

34  
35 **Section 6.** No reference to a grievance shall be placed in a departmental personnel file nor shall  
36 reference to a grievance be considered in evaluation of a GE.

37  
38 **Section 7.** No written disciplinary or evaluative material relating to the GE as a University  
39 employee shall be included in materials transmitted to the Career Center, unless requested by the  
40 GE.

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**ARTICLE 15  
ARBITRATION**

**Section 1. Arbitration of Grievances**

If the grievance brought under **Article 13** Error! Reference source not found. (Grievances) is not resolved at Step 3 of that procedure or as a result of consultation under Section 6, **Article 13**, the complaining party (the Union or University) may submit the matter to arbitration. Notice of intent to arbitrate must be filed with the President of the University or designee or the Union within twenty (20) working days of receipt of the Step 3 decision or the last consultation as appropriate (**Article 13**, Section 6).

**Section 2. Selection of the Arbitrator**

Within five (5) working days of receipt of the notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) working days of the meeting, the party initiating arbitration shall request the Employment Relations Board to submit a list of five arbitrators, none of whom shall be an employee of the University, the Union or the American Federation of Teachers, unless both parties have agreed to the contrary.

Each party shall alternately strike one name from the list of five; the remaining person shall be selected as the arbitrator. The party initiating arbitration shall strike the first name.

If the arbitrator selected cannot hold the hearing ~~or render a decision within the time limits provided herein~~ within fifteen (15) working days of selection and the parties do not agree to an extension of time, the selection procedure shall be repeated as provided herein, ~~unless the parties agree to employ an arbitrator on the original list.~~

**Section 3. Submission Agreement**

As soon as practicable after the notice of intent to arbitrate has been filed, the parties shall meet to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, stipulation of facts, joint exhibits and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, each party shall submit its own version of the issue and the arbitrator shall decide the precise issue to be arbitrated; and such decision shall be made prior to determining arbitrability.

**Section 4. Conduct of the Hearing**

The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed by the parties. ~~The hearing shall commence within fifteen (15) working days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time.~~

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

50  
51 **Section 5. Arbitrability**

52  
53 In any proceeding under this Article for which there is a submission agreement, the first matter  
54 to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement, the  
55 arbitrator shall first decide the issue to be arbitrated as provided in Section 3 of this Article; then  
56 the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the  
57 arbitrator shall hear the parties on the question before announcing the decision on arbitrability.

58  
59 Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter  
60 nor make any decision or recommendation regarding the merits of the matter.

61  
62 **Section 6. Authority of the Arbitrator**

63  
64 The arbitrator shall not add to, subtract from, modify or alter the terms or provisions of this  
65 Agreement. The arbitrator shall refrain from issuing any statement or opinion or conclusions not  
66 essential to the determination of the issue submitted.

67  
68 The arbitrator shall have no authority to hear or decide issues or grievances which relate to  
69 allegations of discrimination on the basis prohibited by state or federal law, regulation or rule,  
70 except that concerning union activity.

71  
72 The arbitrator shall have no authority to hear or decide any issue or grievance relating to any  
73 academic decision or judgment concerning the member as a student. The arbitrator may,  
74 however, hear the arguments that an academic decision was arbitrary and capricious,  
75 discriminatory (except as excluded in this Agreement), or based on false information, or  
76 otherwise contrary to the terms of this Agreement. Upon such finding, the arbitrator shall direct  
77 the University to reconsider the matter in accordance with its graduate student academic  
78 grievance procedure and the arbitrator shall maintain jurisdiction over the case until the  
79 University's review is completed.

80  
81 If discharge of a GE results from the academic decision that satisfactory progress toward a  
82 degree is not being maintained, as provided in **Article 16**Error! Reference source not found.  
83 (Discipline and Discharge), Section 4, the arbitrator may hear an appeal of a grievance that the  
84 GE was not afforded review of the academic decision to which entitled under current graduate  
85 student academic grievance procedures. Upon such finding, the arbitrator shall instruct the  
86 University to reconsider the matter in accordance with relevant procedures and shall maintain  
87 jurisdiction over the case until the University's review is completed. If the review results in a  
88 determination that satisfactory progress has been made, the arbitrator may order reinstatement  
89 and/or restitution subject to the limitations in this Article.

90  
91 The arbitrator shall have no authority to reinstate as a GE a person who is no longer a student, or  
92 who is not qualified to retain an appointment as a GE for academic reasons. The arbitrator's

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

97  
98 The arbitrator shall have no authority to make a decision which is contrary to the academic  
99 policies and academic regulations of the University.

100  
101 The arbitrator shall have no authority to make any decision limiting or interfering in any way  
102 with the powers, duties and responsibilities of the University which have not been limited by this  
103 Agreement.

104  
105 **Section 7. Arbitrator's Decision**

106  
107 The arbitrator derives authority wholly and exclusively from this Agreement. The decision of the  
108 arbitrator shall be final and binding upon the parties as to the issues submitted, provided that  
109 either party may appeal the decision on the basis of repugnance to law, jurisdiction or that the  
110 arbitrator exceeded authority granted by this Agreement.

111  
112 ~~The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the~~  
113 ~~hearing unless the parties have agreed to additional time.~~

114  
115 The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and  
116 conclusions on the issues submitted.

117  
118 **Section 8. Costs**

119  
120 All fees and expenses of the arbitrator shall be paid by the party not prevailing in the matter.

121  
122 Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if  
123 any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing  
124 required by the arbitrator shall be divided equally between the parties and each party will be  
125 furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made  
126 at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

127  
128 **Section 9. Miscellaneous Provisions**

129  
130 Except as modified by the provisions of this Agreement, arbitration proceedings shall be  
131 conducted in accordance with the rules of the Oregon Employment Relations Board.

132  
133 The compensation of any GE called as a witness and/or one GE serving as the Union  
134 representative in an arbitration hearing shall not be reduced for the period of time required to  
135 give testimony at the hearing, or in the case of the Union representative, to represent the Union at  
136 the hearing.

137

GTFF Proposal 2.1.2019

138 The burden of proof in all matters except discipline and discharge shall be upon the grievant; or  
139 if the issue is brought under Error! Reference source not found. (Grievances), Section 6, the  
140 burden of proof shall be upon the complaining party.  
141



**ARTICLE 17**  
**APPOINTMENT/REAPPOINTMENTS**

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

Each department and employing unit that appoints GEs shall have a standing committee, made up of at least three members at least one of whom shall be a GE, to evaluate GE 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 GE 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.

When making a GE hiring decision, an employing unit may not select a particular candidate on the basis that costs associated with that candidate's benefits (e.g., tuition, insurance) will cost the unit less than those of other candidates.

Each department and employing unit must maintain GE search records (including applicant rankings) in accordance with the University's personnel records retention schedule. 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 GE'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 University's graduate student academic grievances procedure.

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

53

54 The University will offer graduate teaching fellowships to graduate students by sending letters of  
55 appointment stating the terms of the appointment, including the duration, monthly rate, percent of FTE  
56 and level. GEs accept the appointment by sending the signed letter of appointment back to the University.  
57 The University may fulfill its duties with an electronic appointment system which may also allow  
58 electronic acceptance by the GE. For purposes of Section 3, the GE's acceptance is valid on the date it is  
59 received by the University. The University shall endeavor to educate all departments and employing units  
60 on the proper procedure for making offers of employment to Graduate Employees and discourage the  
61 practice of presenting informal offers of employment as guaranteed.

62

63 At the time of the appointment offer, each department or administrative unit shall provide the graduate  
64 student with written instructions on how to access the department or administrative unit's General Duties  
65 and Responsibilities Statement.

66

67 Hiring units and GEs shall both endeavor to complete and sign letters of appointment and other necessary  
68 hiring paperwork in a timely manner.

69

70 The University agrees to post all GE job openings for positions in non-academic or administrative units  
71 and out-of-department positions with the Graduate Teaching Fellows Federation office, and on the  
72 websites of the Graduate School and Human Resources.

73

74 **Section 2.** No appointment shall create any automatic right, interest or expectation in any other  
75 appointment beyond its specific terms. Priority will be given to ensuring GEs will be are employed year-  
76 to-year rather than term-to- term, and split appointments between different courses, labs, or other  
77 assignments will be avoided whenever feasible. GEs cannot be employed term-to-term in order to  
78 determine whether they are adequately qualified for a GE position. Employing units are encouraged to  
79 appoint full academic year (fall, winter, spring) appointments whenever feasible. Each department and  
80 employing unit in which there is a possibility that GEs will be reappointed shall include reappointment  
81 criteria in their written criteria for appointment (see Section 1).

82

83 **Section 3.** An appointment offer may be rescinded by the employing unit within ten (10) calendar days of  
84 issuance of the offer unless payable work is requested by the University and performed by the GE. All  
85 offer letters must clearly state in bold font on the first page that there is a ten (10) day rescission period.  
86 Once an appointment of a GE has been accepted and the rescission period has passed, it may not be  
87 rescinded or reduced except for good cause shown. The duration of a GE appointment is limited to a  
88 maximum period established by policies published in the GDRS governing GE reappointments in the  
89 department or school, contingent on satisfactory academic progress, the availability of funds and  
90 positions, and providing that the definition of the position does not substantially change. Nothing in this  
91 section shall preclude the University or employing unit from pursuing discipline or discharge of a GE as  
92 outlined in Article 16.

93

94 **Section 4.** Departments and programs will give priority to GE appointments. All graduate students  
95 employed by the University at .2 FTE or above for research, teaching (e.g., grading, lab assistant,  
96 discussion leader), or administrative duties will be awarded a Graduate Employee appointment, except in  
97 emergency situations that cannot be accommodated by an increase in the FTE of current GEs and/or the  
98 creation of new GE position. This section also applies to the hiring of undergraduate students or other  
99 non-salaried hourly workers to positions appropriate for GEs.

100 Nothing in this article is intended to limit appropriate educational opportunities for Undergraduates.

101

102 **Section 5.** Subject to the offer and acceptance method described in Section 1 and the rescission period  
103 described in Section 3, years of funding offered by a department or employing unit detailed in admission  
104 or appointment notices sent to new hires and any subsequent offers of funding shall be binding and may  
105 not be reduced or rescinded except for good cause shown including the GE's poor performance, discharge  
106 under Article 16, or ineligibility for an appointment due to unsatisfactory academic progress.  
107



**ARTICLE 20  
TEACHING BEYOND SPECIFIED WORKLOAD**

**Section 1.** A department may offer a limited number of GEs, as determined by the department, the opportunity to teach more than one course (with the same or different titles) beyond the workloads specified in the department's GDRS during one or two terms of an academic year appointment. GEs who accept this responsibility in one term will not be required to work in one of the two remaining terms based on agreement with the department. This article permits a GE appointed at a designated FTE in all three academic year terms to be assigned a commensurate total workload within two of the three terms, with the third one of the terms deemed an "off" term.

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

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

**Section 4.** GEs 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.

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

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

**Section 7.** It is understood that the GEs 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. GEs participating in this program will be paid on the basis of all work performed at the FTE associated with the total number of courses or sections they teach during the full academic year. GEs who successfully complete this program will be eligible for a summer tuition waiver

46 ~~and will also be eligible for a “summer sandwich” and they will~~ otherwise suffer no economic  
47 disadvantage under the current collective bargaining agreement.

48  
49 **Section 8.** Participants in this program must be enrolled during the “off” term and in accordance  
50 with the requirements of the Graduate School for GEs.

51  
52 **Section 9.** This article does not apply to FLSA non-exempt appointments.

53  
54 **Section 10.** This article does not establish precedent nor does it in any way impact the current  
55 practices regarding teaching assignments for GEs not participating in this program.

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ARTICLE 29

PAID AND UNPAID ABSENCES

This article addresses short and long term absences due to personal illness, injury, medical appointment or procedure, ~~or~~ other disabling medical condition, [or exposure to inappropriate behavior as defined in other relevant Articles of this Agreement](#); the illness, injury, medical appointment or procedure, or other disabling condition of a child, spouse/partner, or parent; or bereavement. This article also applies to the birth or adoption of a new child, and to both parents if both parents are GEs.

**Section 1. Notification**

Except as provided for in Sections 6, 7, and 8, it is the GE's responsibility to complete the duties assigned to them in a given term. If it is impossible to report for work to complete assigned duties or meet a class as scheduled, the GE should notify their supervisor or other designated department faculty/staff member (e.g., department head) as early as possible and before the first assigned duty on the day to be missed.

**Section 2. Missed Class**

In the case that the GE will miss a class, the department may ask that the GE to attempt to find a substitute. The designated department faculty/staff member will also try to find a substitute.

Whenever possible, the GE or their designee will provide the department faculty/staff member with information about the class to be covered (e.g., where they left off in the previous class). In cases where the absence is taken pursuant to Section 8, [or exposure to inappropriate behavior as outlined in Appendix D](#), the department will ultimately be responsible for finding a substitute. If no substitute is found, the department may elect to cancel the class.

**Section 3. Missed Duties**

If a GE's workload allocation is adjusted due to the use of paid sick leave, a GE may call for a review by the department/unit head or designee.

Except as provided for in Sections 6 and 7, for duties missed not related to a class meeting, the designated department faculty/staff member or supervisor will work with the GE to determine when and how the work will be made up.

**Section 4. Departmental Policy**

Departments/employing units are required to have a GE absence procedure documented in the GDRS. It may also be cited in the GE/graduate student handbook, or on its website. The designated department faculty/staff member will be clearly identified in the documented procedure.

**Section 5. Coverage for Absent GEs**

When coverage is necessary, the employing unit will notify the Graduate School and the Graduate

School will advise the employing unit regarding coverage for an absent GE. If a GE is assigned to cover the responsibilities of an absent GE and those duties exceed the replacement GE's current FTE workload allowance, the covering GE's FTE will be adjusted accordingly at the rates below. Except in addressing

38 coverage needs resulting from absences pursuant to Section 7, no adjustments will be made that would  
39 cause a GE's appointment to exceed .49 FTE per term.

40 Any GE who substitutes for another GE ~~who is on sick leave~~ will either receive:

- 41 1) hourly compensation at the overtime rate of 1.5 times the substitute's current GE pay rate
- 42 2) or will account for the hours within their regular work assignment if work as a substitute  
43 is specified in the workload allocation form, a relevant and specific job description in the  
44 department GDRS, or documented list of individual work duties for that GE.

45 In no instance shall a GE be required to pay for a substitute.

#### 46 **Section 6. Graduate School Consultation**

47 If a GE misses or is going to miss more than five days in a term, the GE or their designee must contact the  
48 Graduate School. The Graduate School will coordinate with the GE and employing unit on any  
49 adjustment due to the GE's absence. Prior to adjusting a GE's FTE, the following factors will be  
50 considered: (1) the duration of the absence, (2) the timing of the absence; (3) the GE's assignment; (4) the  
51 ability of the GE to perform assigned duties; (5) whether or not it is feasible to adjust the assignment of  
52 duties within the current term; (6) in the case of an absence pursuant to Section 7, whether or not it is  
53 feasible to adjust the assignment of duties over the course of the GE's full appointment period; and (7) the  
54 absence's impact on academic progress. Where feasible and taking into consideration the aforementioned  
55 factors, adjustments to FTE will be applied equitably across all employing units. If there is no adjustment  
56 of FTE under this section, the Graduate School will assist the employing unit and the GE in determining  
57 duty and workload allocation.

#### 58 **Section 7. Family and Medical Leave**

59 When a GE will be absent for a period of greater than five (5) consecutive working days (one week), they  
60 may be entitled to the Family and Medical Leave as described in this section. At the request of a GE, paid  
61 Parental Leave can be utilized before paid sick days.

##### 62 a) Eligibility

63 Any GE who has been an employee of the University, as a GE, for at least one term preceding the term in  
64 which the leave is requested is eligible for leave according to the terms set forth in this section.

65

##### 66 b) Provision

67 The GE shall be entitled to a total of twelve (12) work weeks of ~~un~~paid leave during any twelve- month  
68 period for one or more of the following reasons: (1) the birth of a child and in order to care for such child;  
69 (2) placement of child with GE for adoption or foster care; (3) the care of a spouse, partner (or equivalent  
70 in accordance with Oregon state law), child, or parent of the GE if a serious health condition exists; (4) a  
71 serious health condition of the GE which makes the GE unable to perform their duties. In cases where  
72 such leave is five (5) weeks or longer in a single term, such leave may be taken in conjunction with an  
73 academic leave of absence.

74 After exhausting sick leave (or before exhausting sick leave in the case of paid parental leave), a GE who  
75 takes leave for one of these reasons has the right to shift duties and workload in a manner that allows the  
76 GE to take at least two weeks off (including sick leave) over the course of the GE's full appointment



77 period. If a GE exercises this right, duty and workload allocation will be determined under Section 6 of  
78 this Article. The foregoing two sentences do not affect a GE's right under Section 6 to request additional  
79 adjustments to their duties and/or workload.

80 c) Notice Requirement

81 The GE shall provide their employer with written notice not less than thirty (30) days prior to the date of  
82 requested leave, if practicable. In the case of an emergency or unforeseen circumstance, the GE must give  
83 a verbal notice to their employer within twenty-four (24) hours of taking leave. In the case of a serious  
84 health condition, the University may request medical verification from a healthcare provider and the GE  
85 must provide such verification within fifteen (15) days of the request.

86 d) Benefits Retention

87 GEs appointed at .27 FTE or less shall retain their tuition waiver and the University shall continue to pay  
88 health care premiums during the duration of the GE's leave if the GE remains enrolled and has or will  
89 have performed works representing a minimum of .14 FTE during the term in which family and medical  
90 leave is taken. Salary will be adjusted to reflect changes in FTE.

91 All other GEs will retain their tuition waiver and health care benefits if they have or will perform work  
92 representing a minimum of .16 FTE during the term in which family and medical leave is taken. Salary  
93 will be adjusted to reflect changes in FTE.

94 e) Job Protection

95 After returning to work after taking leave under these provisions, a GE is entitled to be restored to the  
96 position of employment held by the GE when the leave commenced, or an alternative position if the  
97 position held no longer exists. This provision will not be applicable in the case where the GE returns in a  
98 term under which they did not have an appointment or an expectation of such appointment with the  
99 University.

100 f) Academic Leave of Absence

101 If a GE takes an academic leave of absence after the normal filing date for declaring on leave status, the  
102 GE shall contact the Graduate School for assistance in obtaining a complete withdrawal for the term. A  
103 GE who takes an academic leave of absence will lose their tuition waiver. A GE who takes an academic  
104 leave of absence can maintain health benefits by paying COBRA premiums.

105 **Section 8. Paid Sick Days**

106 The parties agree that this section implements SB 454 effective January 1, 2016 and provides a benefit  
107 equal to or better than that required by the law.

108 a) Eligibility

109 GEs shall be eligible to use sick leave immediately upon accrual during any term in which a GE has an  
110 appointment.

111 b) Work week

112 Unless specified otherwise, a GE's work week is assumed to be made up of five consecutive days  
113 (Monday through Friday) with equal hours per day reflective of their assigned FTE.

114 c) Accrual

115 GEs accrue ~~three (3) two (2)~~ work days of paid sick leave for every term of paid GE work, available for  
116 use on the first working day of the term. ~~During their first appointment in any school year, each GE shall~~  
117 ~~also accrue one (1) additional sick day. There shall be no waiting period before sick leave begins to~~  
118 ~~accrue.~~ Actual time worked and any time on approved paid leave shall determine the pro rata accrual of  
119 sick leave credits each month. All accumulated paid sick days can be utilized during any term of  
120 employment.

121 d) Bank, Compensation

122 GEs can accrue a maximum of ten (10) work days of sick leave. There is no compensation for unused sick  
123 leave at any time during or after employment and hours do not transfer to non-GE positions or other  
124 institutions. When a GE uses sick leave they will be compensated at their current rate of pay. GEs cannot  
125 donate sick leave to other employees, and leave cannot be donated to GEs.

126 e) Restoration

127 GEs who were previously employed by the University as a GE in good academic standing and/or on an  
128 approved leave from the graduate school within the past 730 days and return to a GE position shall have  
129 previously accrued and unused sick leave credits restored.

130 f) Exhaustion

131 A GE who exhausts their sick leave may ~~use request~~ unpaid leave for absences.

132 g) Use

133 GEs who have earned sick leave credits must use and must record the use of sick leave for any period of  
134 absence during the member's regular work hours if the absence is due to the employee's illness, injury,  
135 pregnancy-related illness or other conditions, medical or dental care, exposure to contagious disease, or  
136 attendance upon members of the employee's immediate family (employee's parent(s), spouse or domestic  
137 partner, spouse or domestic partner's parent(s), children, brother, sister, grandmother, grandfather, son-in-  
138 law, daughter-in-law, or another member of the immediate household) where the employee's presence is  
139 required because of illness; or for any period of absence that is due to a death in the immediate family of  
140 the GE or in the immediate family of the GE's spouse or domestic partner.

141

142 Sick leave may be taken in the event that a lawful public health authority declares an emergency relating  
143 to the GE's employment, their self-care, or the care of a family member.

144 Sick leave may be taken in the event that the GE Sick leave may be taken in the event that the GE is  
145 exposed to inappropriate behavior, seeks legal services, law enforcement services, or medical treatment  
146 relating to domestic violence, harassment, sexual assault, or stalking for themselves or a minor child.

147 Sick leave may be taken in the event that the GE seeks legal services, law enforcement services, or  
148 medical treatment relating to domestic violence, harassment, sexual assault, or stalking for themselves or  
149 a minor child. In these cases, victim services and home relocations may also be covered by sick leave.

150 A GE shall record sick leave use within a reasonable time of sick leave usage. There shall be no discipline  
151 for inadvertent failures to record hours, though the employer may request the record be updated.

152 For the purpose of eligibility and utilization of sick days available,

- 153 1. a scheduled work day shall be defined as a day containing scheduled work commitments  
154 including, but not limited to, lectures, recitations, labs, office hours, and staff meetings;
- 155 2. for purposes of grading, a GE will use paid sick leave if a grading deadline is, or will be,  
156 missed; and
- 157 3. a paid sick day is a scheduled work day in which accrued paid time was utilized, and  
158 work hours were not completed at an alternate time.

159 Regardless of actual time missed by a GE on a work day, sick leave will be taken in full-day increments.

160 h) Requests and Scheduled Leave

161 The University must provide a GE with their accrued paid sick leave upon request when used pursuant to  
162 this section. In the event that the leave is not foreseeable, the GE must follow the absence procedures set  
163 forth by the department in the GDRS and provide an estimated amount of time that leave is expected. In  
164 the event a GE is unable to fulfill employment duties, services or obligations for reasons covered under  
165 this article, the GE will notify their ~~appropriate immediate~~ supervisor (or department or unit designee) as  
166 promptly as possible so that arrangements for the absence can be made by the University. In addition, an  
167 affected GE will make reasonable efforts to assist in arrangements for another to meet their employment  
168 obligations. In no case will the GE be required to pay for such coverage. It is the responsibility of the  
169 University to find a temporary replacement.

170 i) Abuse and Discipline

171 Sick leave taken for reasons outside of the scope of this article may result in discipline up to and  
172 including termination. The University may only initiate a disciplinary process when the University has an  
173 articulable basis for doing so with observable evidence.

174 j) Sick Leave and Family and Medical Leave

175 GEs who qualify for Family and Medical Leave pursuant to Section 7 shall use all accrued sick leave  
176 prior to entering unpaid status, except in the cases of parental leave. Days of paid sick leave count  
177 towards the 12 weeks of unpaid leave of Family and Medical Leave, except in the cases of parental leave.

178

