ARTICLE 4
DUES DEDUCTION

Section 1. Upon written request on a form to be provided by the Union, members of the Union may have regular monthly dues deducted from their paychecks. The form and any changes to it will be sent to the University for review. Final versions of the form will be determined by the Union. The Union will notify the University no later than the 15th of the month prior to the month in which any changes in regular monthly dues rate are to take effect. The Union shall consult with the University about proposed changes to their dues that impact, for example, amount, structure, and collection. The University may decline changes that are unduly burdensome on information technology, payroll, or HR systems or that violate University policy.

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

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

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

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

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

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

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

ARTICLE 9
WORK AGREEMENT/WORK ASSIGNMENT

Section 1. The University reserves the right to assign GEs those duties and responsibilities that best meet the needs of the institution based upon the qualifications and abilities of the GE. Specialized courses, upper division courses, and those courses not traditionally assigned to GEs will be assigned only after a review of the qualifications of the GEs. GEs will be consulted regarding the suitability of the assignment.

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

Section 3. Course assignments for the following academic year shall be offered to GEs in a timely fashion to allow for adequate preparation. To facilitate adequate course preparation, each hiring unit shall apprise teaching GEs 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 GE's course schedule and their GE 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 GE, the credited time will again be included in the workload. In no instance will more than twenty-four (24) hours be so credited—or deducted—in any given term. A GE may not be asked to perform more than twenty-four (24) hours of such preparatory work unless otherwise designated in a Workload Allocation Form.

Section 4. A GE has the right to a clear statement of duties that outlines the GE'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 GEs of the availability of workload allocation forms for use as provided in Section 5 of this Article. A GE may request a meeting with their supervisor or department head to obtain clarification of their duties and responsibilities. The department or employing unit will orient the new GEs to resources utilized to fulfill the appointment at the beginning of each quarter.

Section 5. The University encourages GEs and their supervisors to communicate as needed concerning the GE's work assignment to ensure that GEs receive appropriate guidance and supervision.

~~Each department or employing unit~~ The Graduate School will provide a workload allocation form for voluntary use by GEs 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 GE's assignment and the percentage of the job each duty constitutes. ~~anticipated amount of time the GE will spend on each specified work duty~~. It may be revised by the GE and the GE's supervisor as needed throughout the GE's appointment. ~~If a supervisor and GE use the workload allocation form, the supervisor shall be available to discuss potential revisions of the workload allocation form. If the form is used, the GE 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 percentage ~~amount of time~~ for each specific work duty does not constitute a violation of this Agreement and may not be grieved. However, GEs 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 GE and the GE's supervisor for the purpose of reviewing the GE's workload allocation form to determine whether the GE's specific work duties will result in the GE working in excess of the GE's assigned FTE.~~

Within three months (one term) of the end of an assignment, the GE has the right to make recommendations about the workload allocation for their specific work assignment(s). Recommendations may be submitted in writing, or the GE 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 GE or supervisor and any workload allocation form voluntarily submitted to the employing unit by a GE or supervisor will be retained by the Employing Unit for no less than four years and will be made available to any GE in the unit upon request.~~

Section 6. Each department or employing unit will prepare a General Duties and Responsibilities Statement (GDRS) describing the conditions under which GE assignments are made. The GDRS shall include the following information:

a) A general description of the job requirements.

b) The supervisory individual who shall oversee the implementation of the GDRS.

c) Availability of Graduate Employee appointments in the department.

d) Eligibility requirements and application process for appointments.

e) Appointment and reappointment process.

f) Workload and work assignment information.

g) Health and safety information, including any training requirements, use of required personal protective equipment, accident reporting and workers compensation coverage if substantially different from the health and safety information provided in Error! Reference source not found., Section 2 and if not covered in more depth in a safety manual.

h) Requirements for satisfactory progress towards graduate degree. These criteria must be as specific as reasonably possible and must include objective measures (e.g., GPA, limits on the number of incompletes, and deadlines and/or timelines for passing qualifying exams or proposing one's thesis).

i) ~~Discrimination Grievance Procedures: To file an employment-related discrimination grievance, GEs are encouraged to contact the Graduate Teaching Fellows Federation. For discrimination grievances that pertain to a GE'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 GEs attempting to file an employment-related discrimination complaint to contact the GTFF.~~

j) GE absence procedure or reference to where this procedure is documented.

The GDRS of each department or employing unit shall include health and safety information or the department shall properly train GEs on health and safety duties and responsibilities and provide up-to-date safety information in a written document available to GEs.

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 GE work assignment for both academic year and summer term appointments.

~~Except by mutual agreement of UO and the GTFF,~~ GDRS revisions shall be submitted to the Graduate School by May 15 of ~~each year~~ the first academic year following ratification of this agreement or within 90 days, whichever provides more time to the department. A department may update its GDRS at any time and those changes will go into effect the following term. A copy of the revised GDRS will be forwarded to the GTFF.

Section 7. The Graduate School will make the GDRS available on its website in an easily accessible, electronic format by ~~August 15 of each year~~ the first academic year following ratification of this CBA and thereafter as soon as possible if the department provides updated versions. 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 for the prior eight (8) years. At the time of hire, GEs shall be provided with instructions on how to access the department's GDRS. A GE may request a meeting with their supervisor or department head to obtain clarification of their duties and responsibilities. The department or employing unit will orient the new GEs to resources utilized to fulfill the appointment at the beginning of each quarter.

Section 8. In accordance with Error! Reference source not found., the GTFF will be responsible for distribution of the current collective bargaining agreement to GEs.

Section 9. GEs 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. GEs 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, GEs 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 GE and the unit head, a lesser notice period can be arranged. If timely notice is not given and the GE refuses to work during these activities, disciplinary sanctions will not be imposed. When possible, departments and programs will hold meetings at which GE attendance is required during regular workday hours rather than at night or on weekends.

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

Leave dates and duration will be decided by mutual agreement between the GE 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 (2) weeks in advance of the beginning of the leave. If mutual agreement cannot be reached, the GE shall have the right to time off during the last ten (10) days of their appointment contract, provided the GE submits a signed document to the employing unit attesting that all FTE requirements have been fulfilled.

This document must be submitted two (2) weeks prior to the expiration of the appointment. This section does not preclude the customary informal arrangements between the research GE and supervisor to accommodate other absences, as long as the GE fully meets the duties and responsibilities associated with the assigned FTE for the position.

Section 11. The parties acknowledge that academic programs are primarily responsible for graduate education of which pedagogy, the relation of culture to disciplinary and interdisciplinary research, and the use of equipment, libraries, and other research tools are essential parts and are, as such, outside the scope of this Agreement. As such, we also acknowledge that departments are responsible for ensuring that GEs who are expected to teach using specific software programs or equipment are trained in the use of those programs and equipment. However, the employer will provide GEs with specific information and training related to their employment at the University as described in Section 12 of this Article.

Section 12. All GEs shall complete four (4) hours of required employment training by the

University during the academic term in which the GE begins their first GE appointment. The training will address but will not be limited to:

a) Achieving an inclusive work environment including: cultural competency, equity and inclusion, disability access, issues of mental health, etc.,

b) Discrimination and sexual harassment policies including: GE reporting obligations, the ADA, Title IX, etc.,

c) Other employee-related policies and procedures including: sick leave and time and hour reporting, and

d) General employment information including: information about services, programs, and offices that would be useful to GEs in their roles.

The four (4) hours of mandatory training will be compensated by a stipend equivalent to four (4) hours of pay at the GE level I minimum rate. The parties agree that four (4) hours of training accounts for no more than 0.009 FTE and in no case shall the GE's FTE exceed 0.50 due to the training.

The University and the GTFF have a shared interest in assuring the efficacy and accuracy of training. To that end, the University shall establish a training advisory committee consisting of:

a) Two (2) GEs appointed by the GTFF,

b) A representative from the Graduate School,

c) A representative from Human Resources, and

d) A member of the Graduate ~~Counsel~~ Council.

This committee shall advise the Dean of the Graduate School and make recommendations to this training.

ARTICLE 11
PERSONNEL FILES

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

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

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

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

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

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

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

ARTICLE 14
CONSULTATION

Section 1. The Union and the designee of the President of the University agree to meet at the request of either party to discuss matters pertinent to the implementation or administration of the Agreement, or other mutually agreeable matters. The meetings shall be held as soon as practicable but no later than twenty (20) working days ~~within ten (10) days~~ of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed. The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations, but shall be for the purpose of discussing collective bargaining issues or any other issues that are of concern to the parties.

Section 2. Any resolution by the parties under this Article shall be reduced to writing and signed by the parties within ten (10) ~~calendar~~ working days of the meeting.

ARTICLE 15
ARBITRATION

Section 1. Arbitration of Grievances

If the grievance brought under Error! Reference source not found. (Grievances) is not resolved at Step 3 of that procedure or as a result of consultation under Section 6, Error! Reference source not found., 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 (Error! Reference source not found., 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 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.~~

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

Section 5. Arbitrability

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

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

Section 6. Authority of the Arbitrator

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

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

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

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

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

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

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

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

Section 7. Arbitrator's Decision

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

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

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

Section 8. Costs

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

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

Section 9. Miscellaneous Provisions

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

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

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

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, 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.

As described in Error! Reference source not found., each potential GE shall receive the written appointment or reappointment criteria at the time of application.

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

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

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

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

Section 2. No appointment shall create any automatic right, interest or expectation in any other appointment beyond its specific terms. GEs will be employed year-to-year rather than term-to-term whenever feasible. GEs cannot be employed term-to-term in order to determine whether they are adequately qualified for a GE position. Employing units are encouraged to appoint full academic year (fall, winter, spring) appointments whenever feasible. Each department and employing unit in which there is a possibility that GEs will be reappointed shall include reappointment criteria in their written criteria for appointment (see Section 1).

Section 3. An appointment may be rescinded by the employing unit within ten (10)-calendar days of ~~issuance~~ acceptance of the offer unless payable work is requested by the University and performed by the GE. All offer letters must clearly state in bold font on the first page that there is a ten (10) day rescission period. Once an appointment of a GE has been accepted and the rescission period has passed, it may not be rescinded or reduced except for good cause shown. The duration of a GE appointment is limited to a maximum period established by policies

published in the GDRS governing GE reappointments in the department or school, contingent on satisfactory academic progress, the availability of funds and positions, and providing that the definition of the position does not substantially change. Nothing in this section shall preclude the University or employing unit from pursuing discipline or discharge of a GE as outlined in Error! Reference source not found..

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

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

ARTICLE 25
FAMILY ~~ISSUES~~ GE POSITION

Section 1. The University agrees to fund each academic year one 0.49 FTE GE position ~~to work on family issues~~in support of graduate students with families~~each academic year~~. The ~~GTFF and the~~ University will determine the job description and the duties for this GE position. To gather information on ~~GTFF~~ graduate student needs and available child care subsidies, the person in this position will represent the GTFF on the University's Child Care and Family Support Committee. The person in this position will report quarterly to ~~the President of the GTFF and~~ the Dean of the Graduate School. The report will be shared with the Union.

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

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

~~1) hourly compensation at the overtime rate of 1.5 times the substitute's current GE pay rate~~

~~2) or will account for the hours within their regular work assignment if work as a substitute is specified in the workload allocation form, a relevant and specific job description in the department GDRS, or documented list of individual work duties for that GE.~~

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

Section 6. Graduate School Consultation

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

Section 7. Family and Medical Leave

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

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

b) Provision
The GE shall be entitled to a total of twelve (12) work weeks of unpaid leave during any twelve-month period for one or more of the following reasons: (1) the birth of a child and in order to care for such child; (2) placement of child with GE for adoption or foster care; (3) the care of a spouse (or equivalent in accordance with Oregon state law), child, or parent of the GE if a

serious health condition exists; (4) a serious health condition of the GE which makes the GE unable to perform their duties. In cases where such leave is five (5) weeks or longer in a single term, such leave may be taken in conjunction with an academic leave of absence.

After exhausting sick leave (or before exhausting sick leave in the case of parental leave), a GE who takes leave for one of these reasons has the right to shift duties and workload in a manner that allows the GE to take at least two weeks off (including sick leave) over the course of the GE's full appointment period. If a GE exercises this right, duty and workload allocation will be determined under Section 6 of this Article. The foregoing two sentences do not affect a GE's right under Section 6 to request additional adjustments to their duties and/or workload.

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

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

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

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

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

Section 8. Paid Sick Days

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

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

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

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

d) Bank, Compensation
GEs can accrue a maximum of nine (9) ~~ten (10)~~ work days. There is no compensation for unused sick leave at any time during or after employment and hours do not transfer to non-GE positions or other institutions. When a GE uses sick leave they will be compensated at their current rate of pay. GEs cannot donate sick leave to other employees, and leave cannot be donated to GEs.

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

f) Exhaustion
A GE who exhausts their sick leave may ~~use~~ request unpaid leave for absences.

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

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

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

A GE shall record sick leave use within a reasonable time of sick leave usage. There shall be no discipline for inadvertent failures to record hours, though the employer may request the record be updated.
For the purpose of eligibility and utilization of sick days available,

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

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

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

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

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

Medical Leave, except in the cases of parental leave.

ARTICLE 19
SUMMER TERM

Section 1. Graduate students who do not require academic credit to satisfy program or degree requirements, or who find that needed or required courses are not offered in summer term, may be appointed to summer term GE positions. Those who receive such summer GE appointments are exempt from the graduate credit enrollment requirement of **Error! Reference source not found.**.

Section 2. The workload or FTE for summer term appointments will be specified in the summer section GDRS (see Error! Reference source not found., Section 4). During the summer term, GEs may be appointed on overload at an FTE level that exceeds .49 with the approval of the Dean of the Graduate School. The University will endeavor to make equivalent appointments throughout the University for comparable summer assignments. This agreement establishes minimum pay levels, but not the maximum pay levels that Departments or employing units may pay GEs during the summer term.

Section 3. During the summer term GEs shall be compensated in the same manner as they are during the three other terms (see **Error! Reference source not found.**, Section 1).

Section 4. Recognizing the variability of summer course registration, employing units may take the following steps to establish summer appointments:

a) Ask GEs to indicate interest in summer work at any time during the academic year.

b) Issue a "tentative summer offer," if they believe work will be available during the summer, which can be made contingent on sufficient enrollment in a course or sufficient funding for non-instructional work.

~~Tentative summer offers can be rescinded without penalty up to four weeks prior to the start of the summer session in which the work is scheduled to commence. If a tentative offer is rescinded later than four weeks prior to the start of the summer session in which the work is scheduled to commence, the GE will be entitled to a payment of $300.00 in consideration of work performed preparing for the assignment.~~

Except in extraordinary circumstances, offers of summer appointment shall be issued no later than one week prior to the start of the summer session in which the work is scheduled to commence. The rescission of ~~accepted~~ offers of summer appointment is governed by Error! Reference source not found..

Section 5. Summer Tuition Waiver: Tuition waivers will apply to the summer term for all classes that will be used to meet requirements for the degree (excluding those with irregular fees) for GEs who have:

a) fiscal year appointments (i.e., one appointment for July 1-June 30);

b) appointments in any two quarters of the preceding academic year; or

c) summer term appointments.

Section 6. Summer Fees: ~~GEs shall be responsible for paying sixty-five percent (65%) of summer fees associated with enrollment in classes used to meet requirements for the degree, as provided for in Section 5.~~ GEs shall be responsible for all summer fees ~~associated when enrolled solely in classes not meeting requirements for their degree~~.

Section 7. Each May, the contract administrator will send a notice to all current GEs and a notice to all GE hiring units outlining the major provisions of this article and reminding notice recipients that GEs are allowed to enroll for summer term and will receive the summer tuition waiver as outlined in this article. Employing units and supervisors shall not discourage GEs from summer enrollment or from accessing any other contractual benefit.

ARTICLE 22
SALARY

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

Workloads for GEs shall be prorated on the percentage basis of FTE. For example, a GE appointed at .20 FTE (the minimum quarter appointment) shall be assigned employment responsibilities that do not exceed a maximum of 88 hours of work per quarter, and proportionately for appointments at other FTEs as follows:

FTE	HOURS PER QUARTER
0.20	88
0.30	131
0.40	175
0.50	219

Section 1a. During the academic year, minimum FTE assignments of GEs who have sole responsibility for teaching a course and/or are listed as the instructor of record shall be based on the academic credit value of the course for which the GEs are responsible. (Sole responsibility is understood to mean sole responsibility for preparation for and teaching of classes assigned to them). Minimum FTE appointments shall be:

3 credit classes - minimum .40 FTE appointment
4 or 5 credit classes - minimum .49 FTE appointment

For four- or eight-week courses during the summer session, minimum FTE appointments of GEs with the same responsibilities described above shall be:

3 credit classes - minimum .30 FTE appointment
4 or 5 credit classes - minimum .37 FTE appointment

Section 1b. GEs are encouraged to notify their supervisors at any time during the quarter if their GE assignments require hours in excess of assigned FTE.

Section 1c. GEs will not be asked to work more than 15% of one quarter's total FTE assignment in any one week, except by mutual agreement of the GE and the supervisor in advance of such an assignment.

Section 2. Effective September 16, 2019, the half-time (.50 FTE) one quarter salary rate on which stipends for GEs in the bargaining unit are calculated shall be increased by 1%, ~~3.5% and~~ then increased by a flat amount of $696, which is an amount directly tied to changes to the health insurance and fee structure for AY 19/20.

	GE I	GE II	GE III
Minimum	~~$4,736~~ 5,830	~~$5,350~~ 6,495	~~$5,649~~ 6,820

All GEs with salaries above the minimums will have their salaries increased by a flat amount of $696, which is an amount directly tied to changes to the health insurance and fee structure for AY 19/20.

Effective September 16, 2020, the half-time (.50 FTE) one quarter salary rate on which stipends for GEs in the bargaining unit are calculated shall be increased by 0.8~~3.5~~% as follows:

	GE I	GE II	GE III
Minimum	~~$4,902~~ 5,876	~~$5,537~~ 6,547	~~$5,847~~ 6,874

Effective September 16, 2021, the half-time (.50 FTE) one quarter salary rate on which stipends for GEs in the bargaining unit are calculated shall be increased by 0.8%~~3.7%~~ as follows:

	GE I	GE II	GE III
Minimum	~~$5,083~~ 5,923	~~$5,742~~ 6,600	~~$6,063~~ 6,929

Salaries paid will be prorated according to percentage FTE of the appointment held. In AY 19/20, however, all GE per-term salary payments – regardless of FTE – will increase by $696 as described above. The minimum allowable appointment is .20 FTE for a full quarter.

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

GE II - Regularly enrolled graduate students who have a) master's degree in the same or cognate field, b) successfully completed a qualifying examination toward a doctoral degree, or c) completed 45 credit hours toward a doctoral degree and have written recommendation of the head of their major department.

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

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

GEs shall be advanced to the appropriate level of the salary scale at the beginning of the term immediately following that during which the criteria for advancement were met.

Section 3. Academic and administrative units reserve the right to pay at a higher level, so long as salary equity by level of appointment for GEs is maintained in the department, program or administrative unit.

Section 4. Gross pay shall be stated in each individual GE's notice of appointment.

Monthly gross pay for full months shall be paid as stated in each individual GE's notice of appointment. Monthly gross pay for partial months' pay shall be calculated as a fraction of the stated gross pay for full months prorated according to the ratio of working days worked within the appointment dates and working days of the particular partial month. Each GE shall be paid in full each payday for the month or fraction thereof which they have worked and which is covered by their appointment in accordance with the payroll salary distribution schedule described in Section 4 below.

In the event that a GE appointed for more than one academic quarter decides not to work as a GE in one or more of the quarters for which the GE has an appointment, overpayment will be returned to the University by the GE immediately.

Section 5. For GEs classified as salaried non-exempt, the overtime rate of pay of 1.5 times their hourly rate shall be calculated by Payroll in the same manner in which they calculate overtime for other salaried non-exempt employees. Currently, Payroll calculates the hourly rate and overtime rate on a weekly basis.

ACADEMIC YEAR APPOINTMENTS

12 month	7/1 - 6/30	12 payments
9 month	9/16 - 6/15	Sept and Jun ½ month; Oct - May full month

APPOINTMENT BY QUARTER

Fall	9/16 - 12/15	Sep and Dec ½ month; Oct - Nov full month
Winter	12/16 - 3/15	Dec and Mar ½ month; Jan - Feb full month
Spring	3/16 - 6/15	Mar and Jun ½ month; Apr - May full month

TWO-QUARTER APPOINTMENTS

Fall/Winter	9/16 - 3/15	Sep and Mar ½ month; Oct - Feb full month
Winter/Spring	12/16 - 6/15	Dec and Jun ½ month; Jan - May full month

SUMMER TERM

Summer	6/16 - 9/15	June and Sep ½ month; July - Aug full month

ARTICLE 23
TUITION WAIVER

Section 1. GEs appointed at .20 FTE and above are exempt from payment of tuition and of fees for self-support courses that are required for the completion of the degree for up to 16 credit hours taken in any quarter to which the appointment applies. When a GE is authorized to exceed 16 credits per term, the University shall charge the GE the resident overload tuition for the excess credits that correspond to their major's tuition schedule. ~~With the permission of the University, a GE may be permitted to exceed the quarter limitation on credit-hour enrollment. The current overload instruction fee will be assessed for such excess hours~~ as set forth in the Board of Trustees of the University of Oregon Policies~~y~~ on Tuition, Mandatory Enrollment Fees and Other Charges, Fines and Fees. ~~Instructional~~ Tuition and fee waivers will apply to the summer term under the conditions outlined in Error! Reference source not found.~~, Section 6~~.

Section 2. ~~For the duration of this contract,~~ GEs are assessed ~~university-wide mandatory student bodymandatory~~ enrollment and matriculation fees as defined in the Board of Trustees of the University of Oregon Policies on Tuition, Mandatory Enrollment Fees and Other Charges, Fines and Fees. A portion of these fees is subsidized by the University, as described below: ~~for GEs appointed at .20 FTE and above will be paid as follows:~~

> ~~University-wide mandatory fees, including but not limited to: building fee, health service fee, Recreation Center fee, Recreation Center bond, EMU bond, and all but $61 of the incidental fee each term; the matriculation fee for those GEs whose first term as GEs is the term in which they matriculate; any individual college/school resource fee, and course fees not described in the University fee book (see also "GE Responsibility").~~
>
> ~~The incidental fee and approved laboratory or course fees are described in the University fee book (i.e., "fees related to equipment, materials or ancillary services consumed by the student as part of course instruction where the equipment or material is not readily available for purchase through the bookstore or other external source.") and governed by university policy.~~

GE Responsibility	All laboratory and course fees. The first 45% of University-wide mandatory, incidental, matriculation, and resource fees per term.
University Responsibility	Any University-wide mandatory, incidental, matriculation, resource fees exceeding the first 45% per term.

Pursuant to Article 22, every GE's salary will be increased in AY19/20 to account for this change.

The University will notify the GTFF four (4) weeks in advance of public hearings regarding changes to fees, including course fees, to facilitate GTFF input to this process.

Section 3. With the exception of fees for self-support courses that are not required for the completion of the degree, GEs will be exempt from payment of tuition (and self-support course fees) for classes offered at times when regularly scheduled classes during the academic year are not in session. Credit hours earned during such classes will not apply toward either the 16-credit maximum (Section 1) or the nine-credit minimum (Section 4).

Section 4. In the administration of the above policy, GEs shall be required, as a term or condition of employment, to enroll for and ~~maintain~~ complete a minimum of nine (9) graduate credit hours toward the degree throughout the term but shall not be required to exceed that minimum. Notwithstanding this requirement, a GE's minimum workload may be subject to reasonable accommodations as provided by the Accessible Education Center, which may consult with the Graduate School and GE's program, as appropriate. Nothing in this contract will preclude an academic advisor from recommending additional hours as appropriate for the student's academic program.

Section 4a. Graduate students who do not require academic credit to satisfy program or degree requirements, or who find that the needed or required courses are not offered in summer session, may be appointed to summer GE positions. Those who receive such appointments are exempt from the graduate credit enrollment requirement.

Section 5. Nothing in this article shall be interpreted to restrict the Board of Trustees of the University of Oregon in any manner in the exercise of the Board's authority to establish instructional fees.

Section 6. For those GEs who pay a SEVIS fee to attend their current graduate program at the University of Oregon and who are employed as GEs in the term in which they matriculate in their current graduate program, the SEVIS fee paid by the GE will be reimbursed upon request and proof of payment unless that fee has already been paid or reimbursed by another source. GEs may receive only one SEVIS fee reimbursement during their tenure at the University regardless of source. Instructions on how to obtain a reimbursement will be posted on the Graduate School website. GE hiring units will provide a link to this information to all international GEs.

ARTICLE 24
HEALTH INSURANCE

Section 1a. All GEs employed at .20 FTE and above are eligible for health insurance premiums outlined in this article. In addition, all GEs employed Spring Quarter who are continuing in their graduate program and who pay their portion of the premium by the end of the grace period for summer payment are also eligible for summer health insurance as outlined in this article. GE and University contributions are outlined in the schedule found in **Error! Reference source not found.**.

Section 1b. The University will make lump sum health insurance premium payments (excluding administrative costs as described in Section 5) to the GTFF Health and Welfare Trust (hereinafter referred to as the GTFF Trust) for the purchase of health insurance by the GTFF Trust.

The University will provide the GTFF Trust with $1,350 per eligible GE per term. An eligible GE is employed as a GE between 0.20 and 0.49 FTE. Each lump sum payment will be paid to the GTFF Trust within 30 days of receiving the list of all eligible GEs enrolled in the health insurance plan from the GTFF Benefits Administrator.

~~During Fall, Winter, Spring and Summer terms, for those with GE appointments, the University will contribute 95% of their health insurance premium costs. GEs in each enrollment category (as detailed in Appendix E) will contribute 5% of the quarterly premium for their selected coverage. During the term of this agreement, the University shall be responsible for 95% of premium increases only to maintain the current level of benefits. The University shall not be responsible for premium increases associated with non-negotiated expansion of current benefit levels.~~

~~Both the GTFF and the University will encourage the GTFF Trust to revise benefits to keep total premium increases below 10% whenever feasible.~~

The GTFF and the University will instruct the Trustees of the GTFF Trust that any return of premium overpayments and any premium credits received from or credited to the GTFF Trust by an insurer shall be applied in accordance with the Health and Welfare Trust Agreement.

~~For students without summer GE appointments who are eligible for insurance outlined in Section 1a above, the University will contribute 80% of premiums. Students in each enrollment category (as established in **Error! Reference source not found.**) will contribute 20% of the quarterly premium for their selected coverage.~~

Section 2. LOAN FUND and PAYROLL DEDUCTION. The University will allow GEs the ability to borrow the difference between GTFF Health Plan insurance premium costs and the University's health insurance contribution for each year to pay for the remainder of each GEs premium cost needs. All GEs will be eligible for this loan, which will be repaid to the University by means of payroll deduction. If no payroll deduction is available, GEs will be billed for repayment of outstanding loan balances. Failure to repay loans in a timely manner may result in

termination of appointment, blocking of registration and/or disenrollment, late payment fees, and interest. GEs must reapply for the health insurance loan at the beginning of a term in order to receive insurance coverage using the insurance loan fund and payroll deduction. A GE must have an appointment in the term in which they apply for the loan. All insurance premium amounts loaned by the University to GEs who have enrolled in the GTFF Health Plan will be included in the University's Fall term lump sum payment to the GTFF Trust.

Section 3. The GTFF Trust is solely responsible for the administration of any health care plan it offers. ~~The GTFF will recommend to the Trust that the GTFF Trust Board of Trustees give voting rights to the member appointed by the University administration.~~ The University will appoint two voting members to the GTFF Trust Board of Trustees but the Board of the Trust will not otherwise increase in number nor will the voting rights of the University representatives be decreased through other means.

Section 4. The University will contribute ninety-four thousand dollars ($94,000) to cover the costs of health insurance administrative services incurred by the GTFF Trust, including students receiving coverage through COBRA and training grants, for each fiscal year through the end date of the current collective bargaining agreement. This fee will be paid on September 16 or the closest business day.

Section 5. GEs on nine-month appointments who were employed during the Spring term and who have accepted an appointment for the following Fall term shall, upon payment of the appropriate fee, retain access to the services of the Student Health Center during the Summer term.

~~APPENDIX E~~
~~LETTER OF AGREEMENT~~
~~HEALTH INSURANCE CONTRIBUTION RATES~~

~~Health Insurance Contribution Rates~~

~~The University and the Union agree that it is important and useful to list the rates that both the University and individual GEs contribute to the health insurance plan (see Error! Reference source not found.). Both parties acknowledge, however, that listing one static rate for a multi-year plan is not useful, as the amount that each party contributes toward the total cost of the health insurance plan will change over the life of this agreement. As such, both parties agree that the electronic version of this document shall change from year-to-year to reflect the most up-to-date information about the contributions to the health insurance plan.~~

~~The rates for 2016-17 are:~~

~~Fall, Winter, Spring and Summer Quarters~~	**~~Total Cost~~**	**~~UO Contribution (95%)~~**	**~~GE Contribution (5%)~~**
~~Individual GE~~	~~$1,302.33~~	~~$1,237.20~~	~~$65.13~~
~~GE w/Children~~	~~$2,305.17~~	~~$2,189.91~~	~~$115.26~~
~~GE w/Partner~~	~~$2,734.74~~	~~$2,598.00~~	~~$136.74~~
~~GE w/Family~~	~~$3,737.61~~	~~$3,550.71~~	~~$186.90~~

~~Summer Quarter for Students Eligible Based on Previous Spring Appointment*~~	**~~Total Cost~~**	**~~UO Contribution (80%)~~**	**~~GE Contribution (20%)~~**
~~Individual GE~~	~~$1,302.33~~	~~$1,041.87~~	~~$260.46~~
~~GE w/Children~~	~~$2,305.17~~	~~$1,844.13~~	~~$461.04~~
~~GE w/Partner~~	~~$2,734.74~~	~~$2,187.81~~	~~$546.93~~
~~GE w/Family~~	~~$3,737.61~~	~~$2,990.10~~	~~$747.51~~

~~The rates for 2017-18 are:~~

~~Fall, Winter, Spring and Summer Quarters~~	**~~Total Cost~~**	**~~UO Contribution (95%)~~**	**~~GE Contribution (5%)~~**
~~Individual GE~~	~~$~~	~~$~~	~~$~~
~~GE w/Children~~	~~$~~	~~$~~	~~$~~
~~GE w/Partner~~	~~$~~	~~$~~	~~$~~
~~GE w/Family~~	~~$~~	~~$~~	~~$~~

~~Summer Quarter for Students Eligible Based on Previous Spring Appointment*~~	**~~Total Cost~~**	**~~UO Contribution (80%)~~**	**~~GE Contribution (20%)~~**

~~Individual GE~~			
~~GE w/Children~~			
~~GE w/Partner~~			
~~GE w/Family~~			

~~*From Error! Reference source not found., Section 1a. All GEs employed Spring Quarter who are continuing in their graduate program and who pay their portion of the premium by the end of the grace period for summer payments are also eligible for summer health insurance.~~