

In the interest of updating the CBA to reflect current titles and functions of various University departments, the parties agree the following CBA-wide revisions:

1. "Academic Affairs" to "Office of the Provost"
2. "Office of Affirmative Action and Equal Opportunity" and "AAEO" to "Office of Investigations and Civil Rights Compliance" and "OICRC."
3. "Student Judicial Affairs" to "Student Conduct and Community Standards"
4. "Department of Public Safety" to "UO Police Department"

This proposal does not otherwise modify the CBA or the intent of the articles in which these terms appear. This proposal is not intended as a separate article in the CBA.



**ARTICLE 10  
HEALTH, SAFETY AND WORK ENVIRONMENT**

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

**Section 2. Facilities and Services**

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

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

a.) Workspace

- i. Working locks on doors
- ii. Properly and securely installed partitions and shelving
- iii. Safe and appropriate furnishings
- iv. Provided with the same custodial services on the same schedule as other similar spaces in the department or building/facility
- v. A desk space in a room able to be locked with no more than 2 GEs assigned to share that desk
- vi. Access to gender inclusive restrooms comparable to other employee groups

b.) Private Meeting Space

- i. Access to space suitable for private meetings for GEs with teaching assignments either as instructor of record or as lab/discussion leader
- c.) Access to Computers
  - i. Easy and reasonable access, at least during standard working hours, to computers equipped with software typically provided other departmental staff and as it relates to GE assignments. Departments may send out requests to determine if computers will be utilized by GEs for work duties, and if by mutual agreement they are not being utilized, they may be removed.
  - ii. Easy and reasonable access to internet necessary to carry out work assignments.
- d.) Access to Telephones (for all GEs with duties requiring phones, or upon GE request)
  - i. Easy and reasonable access to telephones necessary to carry out work assignments
  - ii. Access to voicemail or other messaging service
- e.) Access to Office Supplies, Photocopies, and Printouts
  - i. GEs working under the direction of an instructor of record (as teaching assistants, lab leaders, or discussion section leaders), administrative GEs, and research GEs shall have access to supplies necessary to accomplish the tasks associated with their assignments as directed by their supervisors. These shall be available at no personal cost to the GEs and does not preclude limitations placed upon the supervisors or instructors of record.
  - ii. GEs working as instructors of record shall have limits on quantity and out-of-pocket costs for necessary supplies that are substantially similar to other instructional staff with comparable instructional assignments in the department. Access to these supplies shall be available at least during departmental standard working hours.
- f.) GE Assistance
  - i. Departments with GEs who work as instructors of record shall specify how GE assistance for the instructor-of record GEs shall be apportioned.
- g.) Kitchen Facilities
  - i. Access to the same or similar facilities as other faculty and staff in the department.
  - ii. When no kitchen facilities exist, GEs and/or the Union have a right to request kitchen facilities.

### **Section 3. Health and Safety**

The University acknowledges an obligation to provide a safe, clean and healthy environment for its employees on the University of Oregon campus and in University-owned or controlled facilities, and agrees to do so in accordance with any and all applicable local, State, and Federal laws pertaining to occupational safety and health. GEs may refuse to work in unsafe spaces, whether or not the space is owned or controlled by the University.

- a) Training: The University shall see that GEs are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice that they are authorized to use or apply during the course and scope of their employment. GEs will attend all required training on workplace health and safety provided by the University and this training will be provided at the employee's regular rate of pay.
- b) Equipment: It is the responsibility of the University to provide, at no cost to the GE, all necessary personal protective equipment (PPE) and training in the proper use of any issued PPE.
- c) The University shall provide for and maintain in safe working condition all tools and equipment required for the execution of GE duties.
- d) If, after reporting to the supervisor that a specific task or assignment may jeopardize personal health or safety, correction is not made, that employee may refuse to perform such activity without penalty until the appropriate health or safety officer has reviewed the situation and made a finding. The University shall notify the GTFE of each determination that is made.
- e) When OR-OSHA provides notice that it plans to inspect University facilities where GEs work, the Union shall be notified as soon as possible if possible. A Union official, upon request, shall be allowed to accompany the inspector if possible.
- f) The Union shall be afforded representation on the University Safety Advisory Committee.
- g) Once the time and location of assignments have been established, a GE who has security concerns about these aspects of their assignment will have until one week prior to the start of classes to submit a petition to the hiring unit stating their reason for requesting a reassignment. The hiring unit will prescribe a remedy and/or make an effort to reassign the GE. If the hiring unit is unable to reassign the GE or prescribe a remedy acceptable to the GE, they may either accept the original assignment or resign their appointment for the term.
- h) GEs who are nursing shall be afforded appropriate access to secure, private, and sanitary lactation space, other than a public restroom or toilet stall. The university will make reasonable efforts to ensure that such spaces are in close proximity to a GE's primary work space. If private and secure, lactation spaces may include the GE's work area or a child-care facility. The university shall provide at minimum five (5) permanent lactation spaces on the Eugene campus. GEs employed at a facility other than the Eugene campus may request a lactation space.

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



employing new GEs.

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

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

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

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

**Section 7. Professional Ethics**

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

Graduate Employees shall not be barred from consulting with their professional association or outside legal counsel should an ethical concern arise at their workplace. GEs who believe they are being asked to perform a work duty in violation of a recognized professional code of conduct may call for a meeting with their department/unit head (or department/unit head's supervisor if the department/unit head is the party asking for the work to be performed) to discuss the matter. The GE shall have the right to have their Union representative present at such meeting.

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

**Section 9.** The University shall provide an employment disability accommodations process for all GEs.

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

- b. All GEs shall receive information in initial offers of employment to access necessary and reasonable employment accommodations for a variety of disability needs covered by the ADA including but not limited to chronic health conditions, physical disabilities, mental health disabilities, learning disabilities, and/or any other conditions. The University shall attempt to put into place workplace accommodations before the beginning of employment if advance notice is provided. A list of the types of workplace adjustments that might constitute reasonable accommodation shall be provided to employees when first seeking accommodations.
- c. The University shall, when feasible and agreeable to the GE, take steps to reduce duplication in the accommodation processes covering a GE's student and employment accommodation needs. Both employment and student disability accommodation offices shall inform GEs of the availability of both kinds of accommodations and will, upon request of the GE, work collaboratively with the other office to integrate the accommodation implementation process.
- d. Denials of employment disability accommodations, including when denials are based on the anticipated costs of the requested accommodations, shall be resolved through the GTFF grievance procedure at the discretion of the GE to optionally begin at Step 3.





**ARTICLE 13  
GRIEVANCES**

**Section 1. Intent**

The objective of the University and the Union is to secure, at the lowest possible step of the grievance procedure, a fair and equitable resolution of grievances. The orderly processes herein set forth shall be the sole method used for resolution of grievances as that term is herein defined.

**Section 2. Definitions**

- a) "Grievance" means an allegation that there has been a violation, including but not limited to misinterpretation or improper application, of the terms of this Agreement.
- b) "Grievant" means one or more members of the bargaining unit, or ~~for purposes of Section 6 of the Union or the University.~~
- ~~e) "Working day" means a day when classes or examinations are scheduled in accordance with the official academic quarter calendar of the University. (Note: following the definitions section all "days" mean "working days" unless otherwise specified).~~
- ~~d) c) "Informal Resolution" means a resolution process that is conducted by the employee and labor relations team (ELR) or ELR's designee that is designed to resolve a grievance through informal processes like facilitated conversations, mediations or other informal processes that do not include a formal hearing and a written decision issued by the university. Except information that triggers a reporting obligation under UO policy or state or federal law or information that discloses a serious threat of harm to an individual, property or the campus community, information shared during an informal resolution process cannot be used by the university, the union, or the grievant during a formal hearing or at arbitration.~~

**Section 3. General Provisions**

- a) Grievants may consult with Union representatives at any time relative to a grievance, provided such consultation does not interfere with the scheduled working hours of the parties involved. A grievant may have a union representative present at any step of the procedure.
- b) The Union and University may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied.
- c) Failure at any step of this procedure to communicate the decision on the grievance within the time limit, including any extension thereof, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be deemed to be acceptance of the decision.

- d) A grievant has the right at any step to self-representation or to appoint the Union as a representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- e) All facts relevant to a grievance or complaint shall be presented by the parties with the objective expressed in Section 1 of this Article.

#### Section 4. Presentation of Grievance

- a) The grievant must present the grievance not later than forty-five (45) ~~working~~ days following the earliest date on which the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.
- b) Grievances alleging discriminatory harassment (including sexual harassment), as defined by published university policy on prohibited discrimination, discriminatory harassment, and sexual harassment must be filed within 365 calendar days of the earliest date that the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance. 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>) Office of Investigations and Civil Rights Compliance (OICRC) Formal Complaint procedures (<https://investigations.uoregon.edu/how-make-formal-complaint>). The AAEO OICRC will encourage all GEs attempting to file an employment-related discrimination complaint to contact the GTFF.
- c) Written grievances (~~at Step 2 and above~~) will include at least:
  - i. A statement containing the approximate date and the nature of the grievance and the names of identifiable persons directly involved and/or responsible for the act or omission alleged to be the cause of the grievance.
  - ii. The provision(s) of this agreement which the grievant believes to have been violated, misinterpreted or improperly applied.
  - iii. All relevant facts supporting the allegation.
  - iv. The relief sought.
  - v. The name of the person representing the grievant.
  - vi. The date and signature of the member(s) of the bargaining unit included in the grievance or an officer of the Union if the Union is the grievant.
  - vii. For purposes of Section 6 a specific provision of this Agreement alleged to have been violated shall be identified.
  - viii. A statement describing whether the grievant believes the informal resolution process would be effective.

#### Section 5. Processing of Grievances

## **Informal Resolution Process**

### **a) Initiation of a Grievance**

- i. The grievant shall submit a grievance, as defined in Section 3(b), to the ELR grievance email address, [grievances@uoregon.edu](mailto:grievances@uoregon.edu).

### **b) Review**

- i. Within 10 days of receiving the grievance, ELR shall schedule separate mandatory meetings with: (1) the grievant and the grievant's union representative (if desired by the grievant); and (2) the grievant's supervisor and/or other parties who have substantial information regarding the underlying facts or who have the authority to make decisions regarding the requested remedy. At these meetings, ELR and the grievant and the relevant administrator will discuss whether an informal resolution would be an effective way to resolve the matter and will also make it clear to all parties that retaliation for participation in the informal and formal grievance is prohibited.
- ii. If ELR and the grievant agree that the dispute may be resolved using an informal resolution process, ELR shall schedule and conduct an informal resolution process. This process will be complete within 35 days of the filing of the grievance.
- iii. If ELR determines that an informal resolution will not be successful or if the grievant does not agree to participate in an informal resolution process, a formal hearing, as described below will be scheduled. The formal hearing will be held within 15 days of the date that ELR sends out a statement to the parties explaining that informal resolution process will not be used in the matter.
- iv. At the conclusion of an informal resolution dispute process, ELR will send a letter to the grievant stating the informal resolution process has concluded.
- v. At any point after the informal resolution dispute process has been initiated, the grievant can send ELR an email at [grievances@uoregon.edu](mailto:grievances@uoregon.edu) stating that the grievant no longer wishes to participate in the process. In response, ELR will send out a letter to the parties stating the informal resolution process has concluded.

## **Formal Hearing**

### **a) Hearing**

- i. Grievance timeline: If the grievant is not satisfied with the outcome at the conclusion of the informal resolution process, the grievant may present the grievance to the President of the University of Oregon or designee within ten (10) days of receiving the letter from ELR explaining that the informal resolution process has concluded.



- ii. Hearing timeline: A formal hearing will be scheduled within 15 days of receipt of the grievance.
- iii. At or before this hearing, the grievant is allowed to submit a number of relevant questions to the President or the President's designee. The grievant will limit these questions to those that do not place an undue hardship on the university to respond to, and generally should be no more than 15 questions. The President or designee will respond to the questions within 15 days. This section does not limit the Union's right to make information requests under PECBA, nor the confidentiality rights afforded to employees and students under UO policy and state and federal law.
- iv. The President or the President's designee will send a decision in writing to the grievant within 20 days of the hearing. Disputes against the President may be filed with the Provost in lieu of the President. If the grievant is not represented by the Union, a copy of the decision will be sent to the Union.

Step 1. (Informal)

- ~~a) Except for grievances filed under Section 6, where appropriate, GEs may present grievances orally to the person to whom the GE is assigned.~~
- ~~b) That person will report the decision orally to the GE within five (5) working days of its presentation.~~
- ~~c) Any settlement, withdrawal or other disposition of a grievance through this informal step shall not constitute any precedent in the disposition of similar grievances.~~

Step 2. (Formal)

- ~~a) If the grievant is not satisfied with the decision at Step 1 (or if Step 1 was not used), the grievant or a representative may present the grievance to the head of the operating unit (department, institute, school, etc.) within ten (10) working days of the decision at Step 1 if applicable.~~
- ~~b) The grievance shall be in writing as provided in Section 4b) above. The Graduate School and the Employee Relations Manager shall be provided with copies.~~
- ~~c) If the grievance is not presented by a Union representative, the unit head shall send a copy of the grievance to the Union forthwith. If Step 1 is omitted, the grievance must be filed at this step within the time limits provided in Section 4a) above.~~
- ~~d) The unit head shall arrange a meeting between the unit head or designee(s) and the grievant or representative(s) within fifteen (15) ten (10) working days of receipt of the written grievance. The grievant is encouraged, but not required to attend.~~

- e) ~~If the grievant elects not to be represented by the Union, notice of the meeting shall be given to the Union and a Union representative shall be entitled to be present at the meeting.~~
- f) ~~The unit head will send a decision in writing to the grievant with a copy to the Union within twenty (20) fifteen (15) working days of the presentation of the grievance.~~

~~Step 3. (President or Designee)~~

- a) ~~In the event that the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the President of the University of Oregon or designee within ten (10) working days of the decision at Step 2.~~
- b) ~~The President or designee(s), other than persons involved at Step 1 or Step 2, or the Graduate School Dean, will convene and conduct a grievance hearing in which the grievant and/or representative(s) shall participate. If a grievant is not represented by the Union, notice of the meeting to hear the grievance shall be given to the Union and a Union representative shall be entitled to be present.~~
- e) ~~The President or designee(s) shall send a decision in writing to the grievant with a copy to the Union within twenty (20) working days of the presentation of the written grievance to the President.~~
- d) ~~Any designee of the President shall have relevant experience with legal agreements related to employment contracts or dispute resolution related to employment contracts.~~

~~Section 6. Union or University as Grievant~~

~~If the Union or the University is the grievant, the grievance shall be filed at Step 3. Within five (5) working days of filing a Step 3 grievance under Section 6, a representative for the Union and the Graduate School agree to meet to discuss the grievance. The party filing the grievance will initiate the meeting. Both parties agree that informal discussions to resolve the grievance can continue during the Step 3 process.~~

**Section 6. Prohibited Discrimination**

**Grievances Alleging Prohibited Discrimination**

- a) If the grievance alleges prohibited discrimination or retaliation for filing a claim of prohibited discrimination, instead of following the process outlined in Section 5, ELR will send the grievance to the Office of Investigations and Civil Rights Compliance (OICRC). OICRC will send a letter acknowledging the grievance (acknowledgment letter) and assigning an investigator to conduct an initial assessment of the grievance, which will include a meeting with the grievant and, if the grievant wants, his or her union representative.



## UO Proposal 2/1/19

- i. If OICRC decides that the grievance is within their jurisdiction and should be formally investigated, the grievance will remain with OICRC and it will issue a Notice of Investigation to all parties (the grievant(s), ELR and the alleged bad actor(s)). OICRC determines whether the grievance is in its jurisdiction by assessing whether if all the facts as stated in the grievance are true, there is a violation of UO's prohibited discrimination policies.
  - ii. If OICRC decides that the grievance is not within their jurisdiction or is otherwise insufficient for formal investigation, the grievance as it relates to discrimination or retaliation will be denied.
- b) OICRC's process must provide the union and the grievant with at least the rights they would have otherwise received through the grievance process articulated in this Article, which means that the grievant can ask at least 15 questions that are relevant, can meet with the OICRC investigator and during the initial meeting described above, the union will be allowed to participate to the extent they could participate during a grievance hearing.
- c) OICRC's process shall be concluded within 90 days of the date that OICRC sends the Notice of Investigation.
- d) Any discipline issued as a result of OICRC's investigation must meet the just cause standard and, if the discipline is issued against a GE, may be appealed through this Article for failure to meet the just cause standard.
- e) If the grievance alleges prohibited discrimination as one of many grievance allegations, the grievance will be bifurcated and the parts alleging prohibited discrimination will follow the process set forth in Section 6 of this Article. The remaining grievance allegations will follow the normal informal resolution/hearing process set forth in Section 5. If a remedy offered through the normal grievance process would irreparably harm the grievant, the grievance process may be stayed pending the OICRC investigation. The parties can also stay the grievance process through mutual agreement.

## ARTICLE 16 DISCIPLINE AND DISCHARGE

**Section 1.** For purposes of this Agreement, discipline will include written warning or reprimand, reduction in duties, limitation of GE employment-based access to University owned or controlled property, or discharge. The term “discharge” shall be limited to mean the termination of an appointment prior to the ending date of the appointment.

**Section 2.** Recognizing the value of such actions, both the University and the Union encourage the use of informal discussions between employee and supervisor in an effort to resolve employee performance problems. Such interactions shall not be considered disciplinary or used as a factor in future hiring decisions unless accompanied or followed by a written statement, which shall be included in the employee’s personnel file consistent with the terms of this agreement.

**Section 3.** No GE shall be disciplined or discharged except for just and sufficient cause. Disciplinary sanctions shall be imposed in accordance with the principles of progressive discipline where the application of such principles is appropriate. Some conduct warrants a substantial sanction or discharge on the first occurrence. A history of discipline, whether identical in nature or not, may have a cumulative effect, resulting in a more severe sanction. Neither the type of conduct nor the severity of the discipline alters the requirement of just and sufficient cause or the availability of the grievance procedures in this Agreement. Nothing in this section shall constitute a change from standard interpretations of “just cause” and “progressive discipline.”

**Section 4.** A GE is responsible to the department or unit and/or the supervisor in matters regarding employment performance. Should a GE be disciplined or sanctioned in accordance with Section 1, the department/unit must:

- a) Meet with the GE to discuss the exact matter considered unacceptable;
- b) Express to the GE that a warning or reprimand is being given pursuant to this Article and that such may be placed in the employee’s personnel file. Written reprimands shall include the University’s expectations and guidelines for corrected behavior;
- ~~c) Provide the GE with a written summary of the discussion within five (5) working days of the discussion. The written summary of such shall include specific guidelines for remediation of behavior/performance.~~
- d) Comply with the provisions of **Error! Reference source not found.** in placing any reference to the meeting in the employee’s personnel file.

**Section 5.** If the unsatisfactory performance is not corrected, or if it recurs within the term(s) of appointment, discharge or reduction of duties may be recommended by the supervisor in writing.



- a) Before a discharge or reduction of duties may take effect, within five (5) working days of its recommendation, the department chairperson (or equivalent level of supervision in the unit) shall review the complaint and the recommended disciplinary action.
- b) In the event that the supervising professor is also a chairperson, the matter will be reviewed by the Dean of the College or designee.
- c) The reviewer shall conduct a thorough and fair investigation to determine if established University or departmental policies have been violated.
- d) Should the reviewer agree with the supervising professor, the disciplinary action may take place.
- e) The disciplinary action should be applied even-handedly, fairly and appropriately.
- f) All documents generated in compliance with **ARTICLE 16**, Section 5, should be placed in the employee's personnel file in accordance with Error! Reference source not found..

**Section 6.** If reduction in duties or discharge is imposed, the GE who disagrees with the sanction may seek redress through the grievance procedure provided in this Agreement. Action by the University under this article is not stayed by the filing of a grievance or by arbitration, except by mutual agreement. A grievance concerning discharge or reduction in duties may be held at Step 3 of the Grievance Procedure. If reduction in duties or discharge is imposed at the end of an appointment period, it may be applied retroactively with respect to that proportion of the total appointment obligation which has not been fulfilled.

**Section 7.** If a GE is absent without ~~notifying their supervisor~~ authorized leave for five (5) consecutive scheduled working days during any academic term, the GE may be considered to have abandoned their position and voluntarily resigned from University employment retroactive to the first day of the absence. 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. Before the University deems the GE to have resigned employment, the University shall attempt to contact the GE by phone, by their University email address, by their campus mailbox (if one exists), by their personal email address if this address is on file in Banner or has been recently used by the supervisor to correspond with the GE, and by letter mailed to the last address on file in Banner, and shall provide the GE with at least three (3) working days to respond and present extenuating circumstances. The University's attempt to contact the GE may occur within the 5-day absence, or after. The University will provide the Union with notice of termination of the GE under this provision at least three (3) working days before termination is processed. Such absence may be covered by the Dean of the Graduate School or designee by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed. Nothing in this article shall prohibit the University from reinstating a GE to their position.

**Section 8.** Notwithstanding other sections of this Article, nothing shall limit the right of the University to discharge a GE when:

- (1) the GE has made less than satisfactory progress toward their degree; or
- (2) the GE transfers to a new department or graduate major, unless (a) the appointment was already in a unit outside of the GE's home department and (b) the transfer has no negative impact on the operations, agreements, or budget of the employment unit.

If a GE is discharged on the basis of less than satisfactory 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. This communication should be documented and placed in the student's file in accordance with the provisions of Error! Reference source not found.. Graduate students may grieve departmental decisions related to satisfactory progress through the graduate student academic grievances procedure.

**Section 9.** Each academic department shall have written criteria defining satisfactory progress filed with the contract administrator. 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).

- a) Revisions of the criteria shall be filed with the contract administrator within fifteen (15) working days of their enactment and will be forwarded to the Union within thirty (30) days of their receipt by the contract administrator.
- b) When no revisions are received by the contract administrator, the existing criteria are assumed to be current and in force.
- c) GEs appointed in their own academic departments are to receive the criteria with their letters of appointment. Subsequent changes in criteria will be distributed to all currently employed GEs.
- d) GEs appointed in academic departments other than their own or non-academic units are subject to the satisfactory progress criteria of their own departments and should obtain them from their departments, where they will be made available. A department shall not discharge a GE or unilaterally reduce a GE's FTE during the period of an appointment for failure to maintain satisfactory progress toward a degree if such status is related to thesis or dissertation requirements without having given the GE a written warning and a reasonable time, generally not to exceed one academic quarter, to re-establish satisfactory progress.

**Section 10.** Notices of disciplinary action and reprimands are part of the supervisor's copy of the GE's personnel file and, as such, are to be retained in accordance with the University's personnel records retention schedule. If the University's personnel records retention schedule permits, the record of a written warning or reprimand shall be removed from the GE's personnel file upon the awarding of the graduate degree, or as soon thereafter as permitted by law. Materials so removed shall not be used with respect to later disciplinary actions, decisions concerning reappointment or any other decisions which would adversely affect the GE concerned.

**Section 11.** A GE may have a Union representative present at investigatory interviews or any similar meeting where Weingarten rights would apply. ~~A GE may have a Union representative present, to represent or accompany the GE, in any discussion or meeting regarding discipline or discharge of the GE.~~



ARTICLE 35  
NOTICES AND COMMUNICATIONS

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

For The Union:

President  
Graduate Teaching Fellows Federation  
609 East 13<sup>th</sup> Avenue  
Eugene, OR 97401

For The University:

President  
University of Oregon  
Eugene, Oregon 97403

Dean of the Graduate School  
University of Oregon  
Eugene, Oregon 97403

~~Chair of the UO Board of Trustees  
1098 E 13<sup>th</sup> St  
6227 University of Oregon  
Eugene, Oregon 97403~~

Employee and Labor Relations  
c/o Human Resources  
5210 University of Oregon  
Eugene, Oregon 97403



**ARTICLE 40  
TERM OF AGREEMENT**

This Agreement shall be effective from [DATE], the date of ratification by the parties below, through ~~March 31~~ June 30, 2022.

FOR THE UNIVERSITY OF OREGON:

FOR THE GRADUATE TEACHING  
FELLOWS FEDERATION:



ARTICLE X3

~~WORKPLACE BULLYING RESPECTFUL WORKPLACE~~

~~Section 1. Both the University and GEs acknowledge their commitment to a respectful workplace. The parties agree to adhere to the annual Respectful Workplace Memorandum jointly issued by Academic Affairs-the Office of the Provost and Human Resources.~~

~~Section 2. In conjunction with the annual notice in Section 1, department heads or their designee will discuss respectful workplace expectations at a meeting that includes faculty attendees from across the department. That discussion will cover the respectful workplace memorandum and how it relates to interactions with GEs, the University's policy on romantic relationships, the University's policies regarding prohibited discrimination and retaliation, power dynamics between faculty members and graduate students, and appropriate professional boundaries.~~

~~Section 1. Definition of workplace bullying~~

~~Workplace bullying is defined as any vexatious behavior in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affect a GE's dignity or psychological or physical integrity and that results in a harmful or unsafe work environment for the GE. It can come from co-workers, supervisors, employers, students, staff, or external sources.~~

~~Section 2. Examples of workplace bullying~~

~~a) Given that cases of workplace bullying tend to be under reported, examples of workplace bullying should be outlined in order to support and encourage GEs undergoing possible bullying. Examples of bullying or personal harassment include but are not limited to:~~

- ~~• Vandalizing personal belongings;~~
- ~~• Sabotaging work;~~
- ~~• Spreading malicious rumors;~~
- ~~• Humiliating initiation practices/hazing;~~
- ~~• Unfounded complaints which are made in bad faith, in reprisal, frivolously or with malicious intent;~~
- ~~• Interfering with a workplace violence or harassment investigation; intimidating a complainant, respondent or witness; or influencing a person to give false or misleading information;~~
- ~~• harassing, offending, socially excluding someone~~
- ~~• undermining behavior towards GEs that cause them to lose belief in themselves or suffer ill health and mental distress as a result~~
- ~~• abuse of an imbalance of power~~
- ~~• treating a disability accommodation as a burden on the University~~
- ~~• any discrimination as outlined in Article 8~~

~~b) Failure of supervisors, in keeping with their authority, to respond to interpersonal misconduct or allegations of discrimination or harassment may be considered as condoning such behavior and therefore a violation of this.~~



43 Section 4. Verbal abuse, threats, or harassment by the department or unit and/or the supervisor will not  
44 be tolerated. In addition to the disciplinary procedure outlined in Article 16, discipline and/or  
45 reprimands of GEs shall not be administered in front of other GEs except in cases where a GE requests a  
46 witness, union representative, or other party permitted by the GE.

47

48 Section 5. It is the obligation of the University to provide a safe work environment as per Article 10. All  
49 supervisors, departments, or units alerted to cases of workplace bullying are obligated to take concrete  
50 steps to address the issue within ten (10) days. In addressing the issue, the supervisor, department or  
51 unit will not obligate the reporter of workplace bullying to attend a meeting with the accused present.

52