

University of Oregon

Final Offer

Negotiations with Graduate Teaching Fellows Federation, AFT Local 3544

- 1. All tentative agreements to date.**
- 2. The following open articles (attached).**
  - a. Article 3 – Union Rights
  - b. Article 5 – Union Use of Facilities
  - c. Article 9 – Work Agreement/Work Assignment
  - d. Article 10 – Health, Safety Work Environment
  - e. Article 13 – Grievances
  - f. Article 19 – Summer Term
  - g. Article 20 – Teaching Beyond the Specified Workload
  - h. Article 22 – Salary
  - i. Article 23 – Tuition Waiver
  - j. Article 24 – Health Insurance
  - k. Article 29 – Paid and Unpaid Absences
  - l. Article 30 – Graduate Student Assistance Fund
  - m. Article 39 – Definitions
  - n. Article 40 – Term of Agreement
  - o. X4 – Training and Professional Development
- 3. The following open Letters of Agreement.**
  - a. LOA – Exposure to Inappropriate behavior
  - b. LOA – Health Insurance Contribution Rates
  - c. New LOA – Facilitated Dispute Resolution
  - d. New LOA – Summer GE Hires
  - e. New LOA – Paid Parental Leave
  - f. New LOA – Childcare and Hardship Fund
- 4. Current contract language on all other Articles and Letters of Agreement not included in 1, 2, or 3, above.**

## ARTICLE 3 UNION RIGHTS

**Section 1.** The Union shall have the right to communicate at all times with its members and the members of the bargaining unit and to schedule meetings among said members without interference from University or departmental administrators, provided such actions do not interfere with the normal teaching, research, or administrative duties of Graduate Employees (GEs).

**Section 2.** The University agrees to include in all appointment letters a requirement that the GE consent to disclosure of certain information to the Union as a condition of employment. The GE appointment letter will also include consent to release certain information to the Union that is not a condition of employment. A model of the specific language of the consent and release that the University agrees to incorporate in GE appointment letters is set forth in Appendix A.

The University will deliver the information to the Union in accordance with the schedule set forth in Appendix A for GEs who have consented. Information about individual GEs provided to the Union by the University will be used by the Union only for the internal business of the Union and, as necessary, provided to the Union's Health and Welfare Trust for insurance administration.

Student identification numbers will be used by the Union only for matters related to payroll deduction and insurance administration. The Union agrees it will not disclose this information without express written authorization from individual GEs.

**Section 3.** GE representatives elected or otherwise designated by the Union to represent it for official functions shall be granted time off with pay, collectively not to exceed a total of twenty (20) days annually, to attend such functions. No more than three (3) GEs in any one department shall take such leave at the same time. The GE requesting time off shall notify the unit head in writing twenty-one (21) calendar days prior to taking such leave. In the event of an emergency and with the agreement of the unit head, a lesser period is acceptable. Leaves shall not be taken for more than five (5) consecutive days. The designated GE representative will arrange, if necessary, for a substitute acceptable to the department, or arrange to complete assigned work at another time, whichever is appropriate, at no financial cost to the University.

The University shall provide the Union with six (6) ~~ten (10)~~ FTE releases per academic year at the start of fall term. These releases may be used by no more than two (2) ~~four (4)~~ individual GEs in any academic term, and the release shall cover the full extent of that GE's FTE (between 0.20 and 0.49 FTE) for that term for the purposes of conducting union business, including, but not limited to, contract administration, grievances, and participation in the governance of the Union, or its state and national affiliates. The two GEs may not be from the same department and the GEs who utilize this release may change term-to-term but not during the term.

The Union will notify the University **and the GE's department** of the particular GEs who shall receive such release time. Such notice will be provided as far in advance as possible to permit adequate coverage of assignments.

**Section 4.** The GTFF will be permitted to make a presentation at the “Teaching Effectiveness Workshop for GEs” on behalf of the Union for the purpose of identifying the organization's representation status, organization benefits, facilities, related information, and distributing and collecting membership information. This time is not to be used for discussion of labor/management disputes. The Graduate School will provide the GTFF reasonable notice of the place, time, and agenda of this workshop.

**Section 5.** The GTFF will be permitted to make a presentation at the Department Heads’ Retreat put on by the Provost’s Office and at the New Faculty Orientation put on by Academic Affairs each fall. This presentation shall be for the purpose of introducing attendees to GTFF representatives, making the Union available to answer any questions attendees may have, and explaining the role the GTFF plays in representing GEs. This time is not to be used for discussion of labor/management disputes. The Graduate School will provide the GTFF with reasonable notice of the place and time of these meetings.

**Section 6.** The GTFF shall be allowed ~~at least 50~~ 30 minutes at a campus orientation for GEs, administered by the Graduate School. This presentation shall be for the purpose of introducing attendees to GTFF representatives, making the Union available to answer any questions attendees may have, and explaining the role the GTFF plays in representing GEs. This time is not to be used for discussion of labor/management disputes. The Graduate School will provide the GTFF with reasonable notice of the place and time of the Graduate School orientation. The Union may request space in a department to meet with new GEs during GE orientation pursuant to Article 5. The Union shall be allowed at least up to 30 minutes and no more than 120 minutes during each hiring department’s new GE orientation, or at another mutually agreed upon time during orientation week. No department or university representative shall be present during this meeting. If a department does not specifically require schedules GEs so that they are unable to attend the Union portion of the Graduate School orientation, the GTFF shall be allowed 30 minutes at a department meeting.-

**Section 7.** ~~The Union may request representation on any campus, department, college, school, or employing unit standing committee that impacts this Collective Bargaining Agreement or the terms and conditions of GE employment. If Employee & Labor Relations becomes aware of a committee that impacts this Collective Bargaining Agreement it shall inform the Union in writing of any unfilled positions designated for GEs on any such committee.~~

## ARTICLE 5

### UNION USE OF FACILITIES

**Section 1.** The Union shall have the right to use University facilities for meetings and to use other University services on the same basis as other employee organizations ~~or student groups~~. Where fees are normally assessed for use of services and facilities, the Union will be required to pay such fees to the University ~~at the same rates charged to other employee organizations, at student group rates~~.

**Section 2.** The University shall designate a prominent space on existing bulletin boards in each department in which GEs are employed, for the use of the Union for posting notices and information related to Union activities. University personnel shall not be responsible for and shall refrain from posting or removing such notices from such designated space.

## 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 **five 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 **three two** weeks prior to the start of classes, including the provision of assigned syllabi where applicable. ~~International GEs and GEs with disabilities shall be apprised at least five weeks prior to the start of classes.~~ 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 and~~ 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 will~~ 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 amount of time ~~or percentage~~ 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. ~~GDRS documents shall be updated and revised annually in consultation with at least two GE representatives from the department.~~ 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 Article 10, 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. **By April 1 of each year, the University shall notify GEs 1) how to access the GDRS documents and 2) that GEs may submit proposed revisions or feedback to the department by April 15.** ~~In addition, by April 1 of each year, departments shall notify GEs of proposed GDRS revisions and inform GEs that they may submit feedback and comments on these proposed revisions prior to their submission to the Graduate School. Departments shall inform GEs of GDRS revisions submitted to the Graduate School and the reasons for the revisions in writing no more than twenty (20) days after submission. The University will notify the GTFF of University-wide required changes to GDRS documents. By April 1 of each year, GEs employed in a department may submit proposed revisions or feedback to the department employee tasked with the GDRS. At least ten twenty (20) days prior to submission of revisions, departments shall request feedback from all GEs employed in the department on the proposed planned revisions. Such feedback may be submitted anonymously. GEs may submit feedback on the revisions. Departments shall respond to this feedback via a letter to all GEs employed in the department within ten twenty days of submission of GDRS revisions to the Graduate School. Within twenty (20) days after submission of GDRS revisions, departments shall inform GEs of the revisions and the reasons for the revisions in writing.~~ 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 copy of the GDRS contained on the



Graduate School website shall be considered the ~~current~~ 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. ~~In addition, hiring departments shall educate GEs of the existence and content of the department GDRS, and how to access it at the start of each GE appointment.~~ A physical copy of the GDRS shall be posted prominently in the department office or another conspicuous location. ~~Department websites should provide a link to their GDRS, hosted by the Graduate School.~~ 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 Article 34, 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 0.09 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.~~

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

## 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. [\*Negotiator's Note: Striking here is contingent on insertion of the same language in Article 25\*]~~

### 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 GE 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. ~~GEs whose assignments involve use of specific software shall be provided with access a personal license to the software.~~ 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 ~~and latches on windows~~
  - 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 ~~an established~~ space ~~in reasonable proximity to the GE's office exclusively designated~~ for private meetings for GEs with teaching assignments either as instructor of record or as lab/discussion leader ~~that requires no more than thirty minutes of advance notice to reserve.~~
  - ii. ~~This space shall not come at the expense of current GE office space levels as specified in Section a of this article.~~

- 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 whose supervisor is an instructor of record (that is, GEs working~~ 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.
- h) ~~Disability Access [\*Negotiator Note: Disability access language in this Article remains pending the decisions from the Disability Access Subgroup\*]~~
  - ~~i. In the provisions throughout this Article, “access” shall be read to include appropriate accommodations for GEs with disabilities, including but not limited to building location and layout, furniture, equipment, and software.~~
  - ~~ii. Each request for an accommodation must be assessed on a case-by-case basis and may include modifications such as ergonomic furniture, assistive software, reserved parking, and work location.~~
  - ~~iii. Requesting an accommodation is protected activity. GEs who participate in the interactive process shall not be subject to retaliation, including when initial requests for accommodations are~~

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

- iv. ~~GEs with registered disabilities through the Office of Human Resources shall be eligible for parking passes at no cost to the GE.~~

### Section 3. Health and Safety

The University ~~acknowledges~~ **upholds** an obligation to provide a safe, clean, and healthy environment, ~~including freedom from exposure to inappropriate behavior and discrimination as outlined in Appendix D and article 8,~~ 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 GTFF of each determination that is made.
- e) When OR-OSHA provides notice that it plans to inspect University facilities where GEs work, the Union shall be notified as soon as possible if possible. A Union official, upon request, shall be allowed to accompany the inspector if possible.
- f) The Union shall be afforded representation on the University Safety Advisory Committee.
- g) Once the time and location of assignments have been established, a GE who has security concerns about these aspects of their assignment, ~~or concerns about exposure to inappropriate behavior or discrimination,~~ will have until one week prior to the start of classes to submit a petition to the hiring unit stating their reason for requesting a reassignment. The hiring unit will prescribe a remedy and/or make an effort to reassign the GE. If the hiring unit is unable to reassign the GE or prescribe a remedy acceptable to the GE, they may either accept the original assignment or resign their appointment for the term.
- h) GEs who are nursing shall be afforded appropriate access to secure, private, and sanitary lactation space, other than a public restroom or toilet stall. The university will make reasonable efforts to ensure that such spaces are in close proximity to a GE's primary work space. If private and secure, lactation spaces may include the GE's work area or a child-care facility. The university shall ~~provide permanent~~ provide at minimum twelve (12) dedicated five (5) permanent lactation

~~spaces in each building~~ on the Eugene campus. ~~If there is not a space is not~~ dedicated to the nursing ~~mother parent's use in the building in which their GE office is assigned, it one~~ must be available when needed. A space temporarily created or converted into a space or made available when needed by the nursing ~~mother parent~~ is sufficient ~~for this purpose~~. GEs employed at a facility other than the Eugene campus may request a lactation space.

- i) ~~GEs Graduate Students-1~~ who were employed as a GE during the spring term and who ~~have accepted an GE~~ appointment for the following fall term and 2) are not enrolled in any summer courses or otherwise cause a tuition cost may sign up for membership at the UO Recreation Center. The ~~GE graduate student~~ will either not be charged for this membership or shall be reimbursed ~~(including reimbursement for any accrued interest if payment is processed through the student's Duckweb account)~~. ~~shall retain their membership to the UO Recreation Center during the summer term. Such GEs are exempt from the UO Recreation Center summer membership fee.~~ GEs who take advantage of this program must not enroll in classes at the University during the summer term. If a GE does enroll in summer courses or causes a tuition cost after taking advantage of this program, they will be charged the full amount of the membership fee.
- j) ~~GEs who are employed at a location other than the main Eugene campus shall be compensated the equivalent amount for membership at the UO Recreation Center per term.~~

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 in accordance with the Americans with Disabilities Act.

- a. GEs shall give notice of their need for accommodation to the University in writing to the following email address: [workplaceADA@uoregon.edu](mailto:workplaceADA@uoregon.edu). Upon receiving this notice, the University shall acknowledge receipt ~~within three (3) days of receipt of the request~~ and initiate the interactive process ~~within seven days (7) of receipt of the request, in a timely manner; respond within two (2) working days to confirm its receipt.~~ A list of the types of workplace adjustments that might constitute reasonable accommodations that may be reasonable shall be included on the University's HR website and a link to that list will be provided to employees when first seeking accommodations.
- b. ~~Unreasonable Denials or delays~~ of employment disability accommodations, including when ~~such~~ denials ~~or delays~~ 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.
- 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. In the event that a GE believes the accommodation provided is not effective, they may submit information to the ADA Coordinator from their healthcare provider explaining why the accommodation is not effective and what the provider would recommend and why it would be more effective. ~~GEs may appeal the University's decision regarding what constitutes reasonable accommodations in consultation with the GE's healthcare provider.~~
- e. ~~The University is responsible for ensuring that there is no break in accommodations for GEs across appointments. At the beginning of the accommodation process, The University shall instruct the ADA coordinator to include shall ask question(s) regarding potential accommodation needs over multiple terms as part of the standard procedure. In addition, In the event a GE anticipates needing an accommodation over multiple terms, they are encouraged to inform the ADA coordinator of that at the outset of their engagement in the accommodation process. Reasonable steps will be taken to memorialize that need to help ensure that there is no break in accommodations across appointments.~~

- f. 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.
- g. 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.~~



## 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.~~
- ~~e) “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 AAEØ 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 AAEØ 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.
- c) 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 67. 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~~ the grievant and/or the union will send the grievance to the Office of Investigations and Civil Rights Compliance (OICRC) and to ELR. OICRC will send a letter ~~in writing~~ acknowledging the grievance (acknowledgment letter) to the grievant and their ~~union~~ representative within two (2) days of receipt of the grievance. The acknowledgement letter will only state that the grievance has been received. OICRC will ~~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~~ their union representative, within ~~five (5)~~ ten (10) days of sending the acknowledgement letter.
  - 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), the Union but only if the grievant has filed an advisor designation form, 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 and/or, if there is a conflict, relevant articles of the GTFF Collective Bargaining Agreement pertaining to discrimination.
  - 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. Elements of the grievance not related to discrimination shall follow the process described in Section 5.
- b) The grievant is entitled to union representation at any and all stages of OICRC's investigation, and the grievant and Union maintain all of the rights described in this Article.

~~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 forty (40)-sixty (60) 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 the grievant believes that can demonstrate that If a decision offered through the normal grievance process would irreparably harm them grievant, the grievance process may will be stayed pending the OICRC investigation at the request of the grievant. The parties can also stay the grievance process through mutual agreement.



## 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 ARTICLE 23.

**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 ARTICLE 23, 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 20  
**TEACHING BEYOND SPECIFIED WORKLOAD**

*Current Contract Language*

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 2.5%. Those GEs who are paid more than the minimum amount will receive a 1.5% increase.

	GE I	GE II	GE III
Minimum	<del>\$4,736</del> \$5,210	<del>\$5,350</del> \$5,886	<del>\$5,649</del> \$6,215
GEs above minimums	<u>1.5% increase</u>	<u>1.5% increase</u>	<u>1.5% increase</u>

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 2.75 ~~3.5~~% as follows:

	GE I	GE II	GE III
Minimum	<del>\$4,902</del> \$5,353	<del>\$5,537</del> \$6,047	<del>\$5,847</del> \$6,385
GEs above mins	<u>1.5% increase</u>	<u>1.5% increase</u>	<u>1.5% increase</u>

All GEs with salaries above the minimums will have their salaries increased by 1.5%.

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 3.0 ~~3.7~~% as follows:

	GE I	GE II	GE III
Minimum	<del>\$5,083</del> \$5,514	<del>\$5,742</del> \$6,229	<del>\$6,063</del> \$6,577
GEs above mins	<u>1.5% increase</u>	<u>1.5% increase</u>	<u>1.5% increase</u>

All GEs with salaries above the minimums will have their salaries increased by 1.5%.

Salaries paid will be prorated according to percentage FTE of the appointment held. 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
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**ARTICLE 23  
TUITION WAIVER**

*Current contract language except for 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.

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 APPENDIX E.

**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.

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 for the base year of AY 2018-2019. GEs in each enrollment category (as detailed in Appendix E) will contribute an amount determined by the Trust 5% of the quarterly premium for their selected coverage. During the term of this agreement, the University shall be responsible for 95% of the premium costs from the base year of AY 2018-2019. 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. The University's responsibility for premium increases is provided in two options, below. For these options, the entire base does not reset to 95/5 each year. Rather, the University's and GTFF's responsibilities for a given year become the new base for the next year, and in this next year, the splits are applied to the increases relative to this new base. For instance, the University's AY19-20 base is 95% of the AY18-19 base plus its responsibilities for the AY19-20 increase. The University's responsibilities in AY20-21 are this new base (95% AY18-19 and its AY19-20 responsibilities) and its calculated portion of the increase above this new base. This carries through to all future years.

Option 1: Up to 5% increase in AY19-20 over base AY18-19, up to 1% in AY20-21 over AY19-20 base, and up to 1% in AY21-22 over AY20-21 base.

Option 2: These numbers represent the marginal rates and cost sharing is incremental. For example, for a premium increase of 6%, the University's responsibility would be 3.05%.

<u>0-2.00%</u>	<u>UO 95%</u>	<u>GTFF 5%</u>
<u>2.01%-3.0%</u>	<u>UO 75%</u>	<u>GTFF 25%</u>
<u>3.01%-5.0%</u>	<u>UO 20%</u>	<u>GTFF 80%</u>
<u>5%+</u>	<u>UO 0%</u>	<u>GTFF 100%</u>

The University will implement one of the two options for all GEs for the life of this CBA.

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 base year AY 2018-2019 premiums and any premium increases as described above. Students in each enrollment category (as established in APPENDIX ) will contribute 20% of the quarterly premium for their selected coverage an amount determined by the Trust.

**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.

**Section 4.** For AY18-19, 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. For each year of this agreement until [end of CBA 2022], the administrative fee contribution will be increased by the same percentage increases to GE minimum salaries in each year.

**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.

## 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;~~ or illness or injury as a result of as an intervention for exposure to inappropriate behavior as detailed in Article 25, Section 5. 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, including when such leave is used due to illness or injury as a result of as an intervention to exposure to inappropriate behavior as detailed in Article 25, Section 5, ~~or exposure to inappropriate behavior as outlined in Appendix D;~~ the department will ultimately be responsible for finding a substitute. If no substitute is found, the department may elect to cancel the class.

#### Section 3. Missed Duties

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

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

#### Section 4. Departmental Policy

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

#### Section 5. Coverage for Absent GEs

When coverage is necessary, the employing unit will notify the Graduate School and the Graduate School will advise the employing unit regarding coverage for an absent GE. If a GE is assigned to cover the responsibilities of an absent GE and those duties exceed the replacement GE's current FTE workload

~~allowance, the covering GE's FTE will be adjusted accordingly at the rates below.~~ Except in addressing 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 is assigned to cover the responsibilities of an absent GE with more than 24 hours notice shall have their FTE adjusted in proportion to the amount of time used for the substitution or have their duties adjusted to account for the substitution.

Any GE who substitutes for 1) another GE who is on sick leave and 2) with notice of less than 24 hours 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**), **partner**, 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 unpaid 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. ~~At the time of their first appointment as a GE, each GE shall also accrue two (2) additional sick days available for use on the first working day of the term. 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 ~~ten (10)~~ work days of sick leave. 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 is ill or injured as a result of exposure to inappropriate behavior described in Article 25, Section 5; seeks legal services, law enforcement services, or medical treatment relating to domestic violence, harassment, sexual assault, or stalking for themselves or a minor child.



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 their ~~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. (*Supervisor contingent on definitions section*)

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 30

### THE GRADUATE STUDENT ASSISTANCE FUND

#### Section 1. Graduate Student Assistance Fund

- a) On January 1, 2015 a “Graduate Student Assistance Fund” (the “Fund”) will be established for the purpose of assisting graduate students, including GEs, facing financial hardship relating to a Qualifying Event. The UO will place an amount equal to \$50 per admitted and enrolled UO master’s and doctoral student (the “Annual Amount”) into the Fund to be used for awards to eligible UO graduate students between January 1, 2015 and September 14, 2015 and annually thereafter, beginning on September 15, 2015. On September 15, 2015 and each September 15th thereafter, UO will replenish the Fund with the Annual Amount and will carry-forward amounts remaining in the Fund from the previous year up to one-third of the previous year’s Annual Amount (this process shall be referred to as the “Annual Accounting”). For purposes of determining the Annual Amount on any September 15th, the number of admitted and enrolled master’s and doctoral students will be the number that were enrolled as cited in the Fall Fourth Week Data Report from the previous Fall.
- b) For purposes of this section, a Qualifying Event is defined as follows: (1) the birth, adoption, or foster care placement of a child; (2) pregnancy disability or prenatal care; or (3) to care for a spouse (or equivalent under Oregon law), [registered domestic partner](#), child, or parent who is experiencing a serious medical condition or the student’s own serious health condition.
- c) The GTFF shall appoint two representatives to the Fund Committee.
- d) Grievances under Article 13 related to the Graduate Student Assistance Fund are limited to those disputes over the process used to review the application and may be filed directly at Step 3. All other Fund disputes, including substantive determinations, shall be resolved through the Fund’s appeal procedures.

**Section 2.** The Graduate Student Assistance Fund (the “Fund”) was established for the purpose of assisting graduate students, including GEs, facing financial hardship related to a Qualifying Event. For the purposes of this Article, the need for childcare will be read as a special Qualifying Event. Graduate Employees may access the Graduate Student Assistance Fund for up to ~~\$575~~-700 for the purposes of childcare. This assistance may be used only one time per child and only for documented childcare during the first eighteen (18) months of the child’s life or during the first eighteen (18) months following an adoption. All other rules and policies related to the Fund apply. Accessing the Graduate Student Assistance Fund for child care as described in this Section shall not count toward the maximum cap on accessing the fund.

**Section 3.** Once per fiscal year, if the Fund’s total reserves fall below \$25,000, the University shall make a one-time payment of \$25,000 to the Fund.

**ARTICLE 39**

**DEFINITIONS**

*Current Contract Language*

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 X4

### GE Training and Professional Development

~~**Section 1.** The parties acknowledge the importance of continued paid training for GEs throughout their graduate career in order to promote professional development and improve job skills. The employer shall be responsible for establishing a minimum standards of and compensation for initial and continuing training for all GEs. All trainings described in this Article shall be compensated at each GE's current hourly rate, except when specified otherwise.~~

**Section 1.** The university is responsible for identifying, creating, and providing opportunities for professional development and training to enhance and build the capacity, skills, excellence, and professionalism of GEs to enable them to contribute effectively and creatively to the University's mission.

**Section 2.** 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,
- d) A representative of the Teaching Engagement Program (TEP), and
- e) A member of the Graduate Council

This committee shall meet at least once every term. It shall define ~~minimum~~ standards for GE training, by establishing learning goals, ~~best practices~~, and training guidelines pertaining to the successful performance of a GE's work assignment. ~~Departments shall be responsible for adopting a department level training schedule that meets these standards. The development of this schedule shall be made in consultation with the GEs employed in that department.~~ This committee shall provide a report of these training standards to departments ~~and encourage departments to implement them.~~

This committee can also make recommendations to the Dean of the Graduate School on training innovations.

**Section 3.** 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:

- e) Achieving an inclusive work environment including: cultural competency, equity and inclusion, disability access, issues of mental health, etc.,
- f) Discrimination and sexual harassment policies including: GE reporting obligations, the ADA, Title IX, etc.,
- g) Other employee-related policies and procedures including: sick leave and time and hour reporting, and
- h) 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 ~~at their current hourly 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.

**Section 4.** GEs ~~shall be~~ are encouraged to pursue up to six (6) hours of training ~~per term~~ per academic year through university or department approved programs, such as TEP, and other workshops and trainings related to successful performance of GE duties. ~~Hours used for this purpose by GEs shall be compensated at that GE's current hourly rate.~~

GEs may be compensated for these training hours either through:

- 3) hourly compensation at that GE's current hourly rate.
- 4) or by accounting for the hours within their regular work assignment if job training hours at approved programs are specified in the workload allocation form, a relevant and specific job description in the department GDRS, or documented list of individual training courses and/or activities for that GE.

GEs interested in attending trainings should work with their supervisor to ensure minimal disruption to work assignments. Nothing in this section shall trigger time-and-a-half substitution pay as described in Article 29 if a substitute is required to cover the duties of a GE who is engaged in training ~~(Article 29)~~. The GE who substitutes shall be compensated at their regular hourly rate or their work duties shall be adjusted to compensate for the substitution.

#### **Section 5.** GE Participation in Curriculum Development

The University encourages departments to include GE representatives on committees dealing with undergraduate curricula and/or educational innovation. Departments shall inform GEs when changes to undergraduate curricula are made which have a substantial impact on GE work conditions. , and request GEs may submit written feedback from GEs on changes to curricula. Departments shall respond to this feedback in writing to the GE who submitted feedback no later than twenty (20) days after the changes in curricula are made.

~~Departments that do not include GEs on such committees shall request comments and feedback from GEs employed in the department at least fifteen (15) days prior to implementing changes related to undergraduate curricula and/or educational innovation. Departments shall respond to these comments and feedback no more than ten (10) days after implementation of such changes through a letter to all GEs employed in the department.~~

~~Departments shall have at least one (1) GE representative on committees dealing with undergraduate curriculum and/or educational innovation.~~

#### **Section 6.** GE Evaluations of Past Course Assignments

~~GEs are encouraged to~~ may prepare written ~~or oral~~ reports evaluating course content, teaching methods, examinations, grading and other matters concerning courses for which they have served as a GE, and submit them to the appropriate supervisor and/or unit head. Such reports may be made anonymously. ~~and under no circumstances shall t-~~ and GEs shall not be retaliated against for making these reports. ~~These reports shall not result in discipline, exposure to inappropriate behavior as described in Appendix D, or as justification for altering future work assignments.~~ These reports shall not result in GE discipline except in cases where such reports violate University policies regarding discrimination, harassment, and inappropriate workplace behavior, or are in contravention to the law.

**APPENDIX D LETTER OF AGREEMENT**

**EXPOSURE TO INAPPROPRIATE BEHAVIOR**

**Removed and merged into Article 25, TA'd on 6/19/19**

**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 **ARTICLE 24**). 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 2019-20 are:

<b>Fall, Winter, Spring and Summer Quarters</b>	<b>Total Cost</b>	<b>UO Contribution (95% of AY 18-19 base, plus University's share of increase)</b>	<b>GE Contribution (5% As determined by Trust)</b>
Individual GE	TBD	TBD	TBD
GE w/Children	TBD	TBD	TBD
GE w/Partner	TBD	TBD	TBD
GE w/Family	TBD	TBD	TBD

<b>Summer Quarter for Students Eligible Based on Previous Spring Appointment*</b>	<b>Total Cost</b>	<b>UO Contribution (80% of AY18-19 base, plus University's share of increase)</b>	<b>GE Contribution (20% As determined by Trust)</b>
Individual GE	TBD	TBD	TBD
GE w/Children	TBD	TBD	TBD
GE w/Partner	TBD	TBD	TBD
GE w/Family	TBD	TBD	TBD



The rates for 2017-18 are:

<b>Fall, Winter, Spring and Summer Quarters</b>	<b>Total Cost</b>	<b>UO Contribution (95% of AY 18-19 base, plus University's share of increase)</b>	<b>GE Contribution (5% As determined by Trust)</b>
Individual GE	\$	\$	\$
GE w/Children	\$	\$	\$
GE w/Partner	\$	\$	\$
GE w/Family	\$	\$	\$

<b>Summer Quarter for Students Eligible Based on Previous Spring Appointment*</b>	<b>Total Cost</b>	<b>UO Contribution (80% of AY 18-19 base, plus University's share of increase)</b>	<b>GE Contribution (20% As determined by Trust)</b>
Individual GE			
GE w/Children			
GE w/Partner			
GE w/Family			

\*From **ARTICLE 24**, 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.

## **Letter of Agreement** **Facilitated Dispute Resolution Process**

**Section 1.** In an effort to determine if an informal facilitated process would assist in resolving workplace disputes and grievances, the Union and University agree to pilot the following Facilitated Dispute Resolution Process until [end of CBA] ~~for one year from the date of ratification~~. This Letter may be extended upon mutual agreement.

### **Section 2.** Definition

“Facilitated Dispute Resolution Process” 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 or workplace dispute 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.

### **Section 3.** Resolution Process

#### c) Initiation of Facilitated Dispute Resolution Process

- ii. A GE or their Union representative shall submit a request for Facilitated Dispute Resolution to the ELR grievance email address, [grievances@uoregon.edu](mailto:grievances@uoregon.edu).
- iii. Within 10 days of receiving the request, ELR shall schedule separate mandatory meetings with: (1) the GE and their Union representative (if desired by the GE); and (2) the GE’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, the GE, the GE’s Union representative, and the relevant administrator(s) will discuss whether an informal resolution would be an effective way to resolve the matter and will also make clear to all parties that retaliation for participation in the Facilitated Dispute Resolution Process and any future related grievance is prohibited.

#### d) Facilitated Dispute Resolution Process

- i. If ELR and the GE agree that the dispute may be resolved informally, ELR shall initiate a facilitated process with the parties to obtain an informal resolution.
- ii. If the Facilitated Dispute Resolution Process is used, ELR shall submit its proposed resolution to the GE and the Union within twenty (20) days of the submission of the request for Facilitated Dispute Resolution. This timeline can be extended by mutual agreement of the parties. The GE shall have the right to accept, suggest modifications to, or reject the proposed resolution.
- iii. If ELR determines that a facilitated process will not be successful the Facilitated Dispute Resolution Process shall conclude.
- iv. At any point the GE or their Union representative can indicate they no longer wish to participate in the Facilitated Dispute Resolution Process by sending an email to [grievances@uoregon.edu](mailto:grievances@uoregon.edu). In response, ELR shall send out a letter to the parties stating the Facilitated Dispute Resolution Process has concluded.
- v. At the conclusion of the Facilitated Dispute Resolution Process, ELR shall send a letter to the GE and the Union stating that the process has concluded and detailing the resolution, if a resolution was reached.

Section 4. Nothing contained in this Letter shall be construed to limit or otherwise impede any GE's right to file a grievance as described in Article 13.

Letter of Agreement  
**SUMMER GE POSITIONS**

**Section 1.** Departments may offer GE positions in the Summer term alone that provide no tuition or fee remission benefits. These positions may be any of the classifications listed in Article 18, Classifications. These positions must be clearly advertised as Summer term positions without tuition and fee remission.

**Section 2.** The provisions of this collective bargaining agreement relating to tuition and fee benefits do not apply to these positions. Specifically, Article 19 (Sections 3, 5, 6, 7) and Article 23 do not apply to these positions, as well as any other provisions of the contract relating to summer tuition and fees.

**Section 3.** GEs in these positions will continue to have access to health insurance as provided by the GTFF Trust and their pay must comply with Article 22, Salary, as well as maintaining all other rights, benefits, and privileges conferred by this Collective Bargaining Agreement except where explicitly stated otherwise.

**Section 4.** GEs in these positions may take classes for credit in the Summer term but would be solely responsible for the cost of these credits.

**Section 5.** A student who has been offered a Summer GE position that does not provide tuition or fee remission benefits may petition their department and/or the Graduate School to receive these benefits (in line with Articles 19 and 23), but only in the case of dissertation credits, thesis hours, classes required by the department for their degree, classes substantively connected to the GE's dissertation or thesis research, or if the GE is graduating in the summer. These petitions shall not be denied on the grounds that the classes are also offered during the regular school year, and shall not otherwise be unreasonably denied. Denials of petitions are grievable under the provisions of Article 13 with the option of beginning at Step 3 at the request of the grievant.

**Section 6.** The University guarantees that this Letter shall not result in a lower total FTE of GE hires with full tuition benefits than were hired in the Summer term of 2019 (940.81 FTE total in all three segments of Summer term 2019).

**Section 7.** This letter shall expire on [end of CBA]September 30, 2020. On or before that date, the parties may mutually agree to extend this Letter for an amount of time agreed to by the parties and/or may agree to reopen this Letter for negotiation.

**Section 8.** At least twenty (20) days prior to September 30, 2020, Each year, after the end of the summer term and prior to the start of the winter term, the parties shall meet for the purpose of discussing the effect and impact of this Letter on summer GE employment. The University shall share all relevant employment data and metrics with the Union prior to the meeting, including but not limited to: number of GEs hired under the provisions of this letter; total number of GEs hired in Summer term-2020 relative to the previous three Summer terms; clear evidence that GEs hired under the provisions of this letter have not reduced the number of summer GE hires with tuition remission benefits relative to Summer term 2019; what effect this Letter has had on employment opportunities for International GEs; total amount of money the positions created by this Letter produced in GE salaries; description of how this Letter was implemented at the department level from at least ten (10) hiring departments, with at least one (1) from each college.

**Letter of Agreement  
Paid Parental Leave**

**Section 1.** The Union and University agree to a pilot program for paid parental leave until [End of CBA, 2022].

**Section 2.** GEs have the right to Paid Parental Leave once every academic year for 1) the birth of a child and in order to care for such child or 2) placement of child with GE for adoption or foster care.

If a GE takes advantage of this program, as part of the first ~~three-six (6)~~ weeks of leave and contrary to Article 27, Section 7(b), the GE must first use any accrued paid leave. If the GE does not have sufficient accrued paid leave to cover ~~three-six (6)~~ weeks with full pay, the University will provide the GE with the necessary amount of paid parental leave to allow the GE to receive a total of three six (6) calendar weeks paid parental leave.

If both parents are employed as GEs by the University, both parents are entitled to parental leave as described in this section.

**Section 3.** This Letter of Agreement expires on [End of CBA, 2022].

**Letter of Agreement**  
**Childcare and Assistance Fund**

**Section 1.** This Letter modifies Article 30, Section 2 of the GTFF CBA. This modification is in effect until [End of CBA, 2022].

**Section 2.** The Union and University agree to expand access to the fund described in Article 30, Section 2 as described in Section 3 of this Letter.

**Section 3.** One sentence in Article 30, Section 2 is modified by this letter to read:

This assistance may be used ~~only one time~~ once per academic year per child and only for documented childcare during the first ~~eighteen (18) months~~ seven (7) years of the child's life or during the first ~~eighteen (18) months~~ seven (7) years following an adoption.

**Section 4.** This Letter of Agreement does not modify any other aspect of Article 30 or any other Article of the CBA.

**Section 4.** This Letter of Agreement expires on [End of CBA, 2022].



**STATE OF OREGON, EMPLOYMENT RELATIONS BOARD**

**For ERB Use Only**

**COST SUMMARY FORM**

Case No. \_\_\_\_\_

Date Filed \_\_\_\_\_

**Projected Increase/Decrease in Each Year**

(add or shade unused columns as needed)

<b>Proposal Description</b> including Article or Section Numbers	<b>Current Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total Projected                      Increase /                      Decrease</b>	<b>Explain calculations.</b> List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
					\$63,114	
					\$61,381	
					\$3.21 mil.	
					\$1.69 mil.	
					\$280,147	
					\$751,507	
<b>TOTAL (for each column)</b>						