

CBA Changes Explanation and Summaries

Article 3 – Union Rights

- The Union may now use “release” time for two individuals per term in order to allow them to engage in union business as part of their standard FTE.
- Expanded GTFF rights to university spaces and committees.

Article 4 – Dues Deduction

- Language changes in order to comply with federal labor law.
- University will be told in advance if the GTFF ever changes its dues structure.

Article 5 – Union Use of Facilities

- Changes how GTFF is charged for using university spaces

Article 8 – Nondiscrimination

- GTFF now has input to university changes concerning harassment and discrimination policies
- More protections against arbitrary discipline
- Language that imposes a duty on the university to act in the event of reported discrimination or harassment

Article 9 – Work Agreement/Work Assignment

- New language requiring the university to educate GEs on how to access their GDRS as well as the ability for GEs to propose changes to GDRS documents
- GDRS documents must now be printed and prominently posted in departments

Article 10 – Health, Safety, and Work Environment

- GEs will now be given access to software required to fulfill their GE assignment
- Windows must now have working latches in GE workspaces
- New language on disability access that does the following:
 - Protects requestors of accommodations from retaliation
 - Lists possible accommodations such as subsidized parking passes
 - Imposes a ten-day deadline on the university to respond to requests for disability accommodation
 - Requestors may appeal their accommodations request with input from their medical provider
 - University must ask the requestor about needs over multiple terms/appointment, and the urgency of the request

- Free summer gym access for any GE who held a spring appointment and will be returning in the fall. This benefit only applies if you do not take courses in the summer (if you take courses, your subsidized student fees pay for the gym membership).
- Improved language on GE access to lactation spaces.

Article 11 – Personnel Files

- Language clean up to match current practices.

Article 13 – Grievances

- Language clean up for the correct offices and email addresses to file grievances
- New language clarifying the process for any grievances that contain claims of discrimination and harassment. This new section formalizes a process that was already occurring informally whereby the Office of Investigations and Civil Rights Compliance (OICRC) handles these grievances instead of Human Resources. This process only alters the nature of the investigation, and in no way limits our ability to escalate grievances or appeal grievance decisions.

Article 14 – Consultation

- Language clean up to reflect current practices

Article 15 – Arbitration

- Language clean up to be in accord with Oregon State labor law

Article 16 – Discipline and Discharge

- Language changes to clarify the formal discipline process
- New language that specifies that a GE's work performances shall not have any bearing on judgments concerning their academic progress

Article 17 – Appointment/Reappointments

- New language allowing GEs to serve on department hiring committees
- Protections against overwork for split appointments
- Language clean up

Article 22 – Salary

- New additions to table in Section 1 to help GEs recognize and grieve overwork
- Salary increases: 3% to minimum salary levels every year of the contract AND *at least* 1.4% salary increases for GEs above the minimum salary levels. Every GE will receive a raise from this contract

Article 24 – Health Insurance

- Premiums split remains at 95% UO / 5% GTFF for any yearly premium increase up to 10%
- Marginal premium increases over 10% split 50% UO / 50% GTFF. If this occurs, the added cost will be absorbed into the 95% UO / 5% GTFF standard split in the following year
- If premiums increase less than 5% in any given year, total GE minimum salary levels shall permanently increase by \$0.50 for every \$1.00 saved relative to a 5% increase
 - A 4% increase, for example, would result over a 0.5% raise in a given year
- No changes to the structure of the GTFF Health and Welfare Trust
- University will increase its contribution to the administrative costs of the plan (money which goes toward Glenn’s salary, for example) every year.

Article 25 – Respectful Workplace and Support Services

- Maintain the “Family Issues GE” position housed in the graduate school
- Graduate school will consolidate information and resources for marginalized groups into a single webpage that GEs may comment on and propose changes to
- Lists resources GEs may consult prior to submitting formal charges in the event of experiencing harassment or discrimination
- GEs may use sick leave if they are subject to discrimination or harassment (“safe leave”)
- GEs may petition to change their work assignment if they feel unsafe
- Workplace bullying is defined and examples are listed
- University cannot require a reporting GE to attend a meeting with the person they accuse of harassment or bullying

Article 29 – Paid and Unpaid Absences

- GEs may use sick leave in the event of exposure to inappropriate behavior (such as bullying or harassment)
- Clarification of how GE compensation is handled in the event a GE substitutes for another who takes sick leave
- Expand unpaid Family Medical Leave Act to include partners of GEs (significant others without formal legal status)
- Increase the rate at which GEs accumulate sick leave (from 2 days a term to 3)
- Increase total Sick days from 9 to 10

Article 30 – The Graduate Assistance Fund

- Expand scope of “qualifying events” to include if a GE’s domestic partner requires medical attention.

- Increase amount GE parents can withdraw from the fund for the purpose of childcare to \$700

Article 31 – GE Training and Professional Development

- NEW article that does the following:
 - Imposes a duty on the university to train GEs for their job assignments
 - Expands the scope of a currently existing training advisory committee
 - Maintains the 4 hour “cultural competency” training during orientation week
 - Provides 6 paid training hours GEs may use as part of their GE assignment (for TEP trainings, job market preparation consultations, etc.)
 - Expand opportunities for GEs to participate in curriculum development
 - GEs may submit anonymous feedback on courses for which they were assigned as teaching assistants

Article 32 – Immigration and Customs Enforcement

- NEW article that does the following:
 - Prevents an ICE agent from entering “non-public” areas of the university without a judicial warrant, including classrooms, labs, and offices.
 - ICE agents cannot access GE records without a judicial warrant
 - University will uphold its commitments to DACA students and GEs, and the university will not fire DACA employees based on their immigration status
 - University must issue an annual notice to all employees regarding the provisions of this article

Article 37 – Notices and Communications

- Language change to reflect accurate names and addresses of Human Resources

Article 41 – Definitions

- New definitions for “advisor” and “supervisor” to prevent confusion and improve contract enforcement

Article 42 – Term of Agreement

- Change to expiration date of the contract to allow for better organizing in the next cycle

Appendix A – Letter of Agreement – Data Delivery & FERPA Waiver

- UO must now provide Union with office numbers of all GEs
- Language changes to reflect changes in federal labor law and current practices

Appendix D – Letter of Agreement – Health Insurance Contribution Rates

- Details health insurance costs. Will be filled in after ratification with correct numbers from the GTFF Health and Welfare Trust

Letter of Agreement – Facilitated Dispute Resolution Process

- A new temporary pilot agreement that creates a mechanism for resolving workplace issues that do not rise to a formal grievance
- Letter expires at the end of the contract and will not be part of the next contract except by mutual agreement of the parties
- The Bargaining Committee believes that this informal process might help GEs in resolving low-level workplace disputes or in cases where a GE does not feel comfortable or ready to file a full formal grievance.

Letter of Agreement – Summer GE Positions

- A new temporary pilot program that creates a new category of GE appointment strictly limited to the summer term. These GE positions will not have default access to tuition or fee waivers.
- However, the Graduate School stated clearly at the table that if a GE requires a tuition or fee waiver for the following courses: dissertation credit, thesis house, or courses required for their degree, that they will be granted one. Importantly, denials of these petitions are grievable.
- At the end of every summer, the university will provide the Union with all relevant employment metrics so we may discern if these new positions are causing any reductions in employment or are otherwise adversely affecting GEs.
- The hope of the Letter is that it will allow departments to budget more accurately, and therefore expand their summer course offerings which would then be staffed by GE instructors, thereby vastly increasing summer employment opportunities for GEs. However, this is not a certainty, and we will need to remain vigilant as to how this Letter is implemented over the next two summer terms. It may be a stepping stone toward attaining full summer funding in the future, or it may prove to be ineffective.
- This letter expires at the end of contract life, June 15, 2022 and shall not become part of the new contract except by mutual agreement.

Letter of Agreement – Paid Parental Leave

- NEW Letter granting GEs 6 weeks of paid parental leave!
- The Oregon State Legislature passed a bill concerning paid parental leave for all public employees this past session that goes into effect in 2023. This Letter represents a temporary measure that gives GE parents an entirely new benefit in anticipation of the legal change.

- When the new law goes into effect, we will need to engage in what's called "impact bargaining" on how the law gets instantiated into our contract, so this letter will be superseded at that point.

Letter of Agreement – Childcare and Assistance

- This Letter amends the language on the Graduate Assistance Fund to allow parents to tap into funds for childcare every year of a child's life or every year post-adoption up to the age of seven.
- This letter is temporary, but we believe we can make this language permanent before the next contract cycle because the committee that runs the fund has the power to propose changes annually and we have a strong say in that process.

Letter of Agreement - Diversity GE

- A new temporary pilot agreement that creates a new 0.49 FTE GE position. The purpose of the position is to provide support for underrepresented graduate students.
- Similar to the Family Issues GE that already exists, but with different groups in mind

Memorandum of Understanding – Exploring Self-Funding

- During the heated debate on health insurance, we proposed to UO the possibility of cooperating to explore "self-funding" as a way to both save the university money on our insurance and maintain our benefit levels and control.
- They at first refused insisting on immediate cuts, but in the final settlement that protected our health insurance, they agreed to this Memorandum.
- "Self-Funding" is a model of insurance funding that saves costs by removing the necessity of administrative fees we pay to our insurance provider (currently Regence). It does not alter the plan or control of benefit levels.
- We have explored this option in the past with the University, but talks always broke down because UO refused to make necessary concessions to the GTFF Health and Welfare Trust.
- This Memorandum will reopen those discussions, but importantly *does not obligate us to actually move to self-funding if the Trust and Union membership rejects the eventual proposal or if talks break down again before a proposal is reached*!
- UO also insisted that as part of this both parties send representatives to the "interest based bargaining" training through the Oregon Employee Relations Board. Note that the language of the Memorandum only requires we send some folks to the training, not that the eventual discussion follow the structural parameters of IBB only the "principles" which is sufficiently vague that we believe it imposes no real obligation (this is in contrast to their much stronger proposal regarding IBB for the future contract that we rejected). In addition, we made clear at the table that we maintain the right to withdraw

from the process at any time and that we are under no obligation to actually reach an agreement regarding self-funding.

- Self-funding could be a way for both the Union and University to reach an accord that would prevent the University from attacking our insurance in future cycles, so we believed the risk was worth the cost.

GTFF – UO tentative agreement 10.29.2019. All changes are underlined and marked in red.

With the exception of Appendix D (Letter of Agreement – Exposure to Inappropriate Behavior), which has been moved into the new Article 25, all Articles, Letters of Agreement, and Memoranda of Understanding not listed or included are unchanged from the 2016-2019 Collective Bargaining Agreement.

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) FTE releases per academic year at the start of fall term. These releases may be used by no more than two (2) 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 50 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. If a department does not specifically schedule GEs to attend the Graduate School orientation, the GTFF shall be allowed 30 minutes at a department GE 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 4 DUES DEDUCTION

Section 1. Upon written request on a form to be provided by the Union, members of the Union may have regular monthly dues deducted from their paychecks. The form and any changes to it will be sent to the University for review. Final versions of the form will be determined by the Union. The Union will notify the University no later than the 15th of the month prior to the month in which any changes in regular monthly dues rate are to take effect. Prior to a vote on proposed changes to Union dues, the Union shall consult with the University to determine if the proposed changes are either impossible to implement or if implementation would pose an excessive burden on University systems. Within ten days of the consult, the University may propose alternative options that meet the Union's needs and the Union will consider these alternative options prior to the vote. The Union may grieve if the University 1) fails to propose alternatives or 2) fails to implement the dues change. The University may grieve if the Union votes for and presents a dues change that is impossible to implement or poses an excessive burden.

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

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

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

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

Section 5. The Union agrees to accept listings referenced in this Article in a format which is readily available to University Administration. Should the University encounter additional costs

attributable to a change in structural reprogramming, that expense shall be borne equally by the University and the Union. Such changes may only be requested once during the contract period.

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

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

ARTICLE 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. 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.

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 8 NONDISCRIMINATION

Section 1. The University affirms its dedication to the principles of equal opportunity and freedom from unlawful discrimination; the University will not discriminate nor tolerate discrimination or harassment as defined by University policy and federal and state laws. As such, the University will not discriminate nor tolerate discrimination on the basis of race, color, creed, ethnicity, ancestry, religion, gender, gender identity, gender expression, sex, age, national origin, marital status, sexual orientation, disability including HIV antibody status, domestic partnership status, familial status including parental status, pregnancy, veteran status, membership or non-membership in, or activity on behalf of or in opposition to, the Union, or any other extraneous considerations, not directly and substantially related to effective performance. Unlawful discrimination includes unlawful sexual harassment.

The University shall consult with the Union prior to changes in University policies regarding discrimination and harassment to the extent it impacts GE working conditions.

Section 2. The University and the Union agree to abide by federal and state laws and regulations for affirmative action in all terms and conditions of employment.

Section 3. Pursuant to Article 16, Section 3, GEs may only be disciplined for just cause and may not be disciplined for discriminatory reasons.

Section 4. In response to known discrimination or discriminatory harassment, the University shall take appropriate steps in response to any of the forms of discrimination described in this Article in accordance with federal and state law, University policy, and other provisions of this Collective Bargaining Agreement.

ARTICLE 9 WORK AGREEMENT/WORK ASSIGNMENT

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

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

Section 3. Course assignments for the following academic year shall be offered to GEs in a timely fashion to allow for adequate preparation. To facilitate adequate course preparation, each hiring unit shall apprise teaching GEs of course assignments at least two weeks prior to the start of classes, including the provision of assigned syllabi where applicable. Shorter notice may be necessary due to circumstances including, but not limited to, changes in the courses or course sections being offered, unexpected variations in student enrollment, schedule conflicts, or changes in the availability of staff.

When unexpected variations in student enrollment occur requiring the addition or deletion of course sections, assignments may be changed after students register for classes. An effort shall be made to avoid conflicts between the GE's course schedule and their GE assignment. If course assignments offered in writing are subsequently changed, the hours spent in preparation for the original assignment shall be credited for the purpose of determining workload. If within the year the assignment for which preparation credit was assessed is offered to the GE, the credited time will again be included in the workload. In no instance will more than twenty-four (24) hours be so credited—or deducted—in any given term. A GE may not be asked to perform more than twenty-four (24) hours of such preparatory work unless otherwise designated in a Workload Allocation Form.

Section 4. A GE has the right to a clear statement of duties that outlines the GE's participation in the academic process. At the time of the appointment offer, each department or administrative unit shall provide the graduate student with written instructions on how to access the department or administrative unit's General Duties and Responsibilities Statement and advise GEs of the availability of workload allocation forms for use as provided in Section 5 of this Article. A GE may request a meeting with their supervisor or department head to obtain clarification of their duties and responsibilities. The department or employing unit will orient the new GEs to resources utilized to fulfill the appointment at the beginning of each quarter.

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

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 anticipated amount of time the GE will spend on each specified work duty. It may be revised by the GE and the GE's supervisor as needed throughout the GE's appointment. If a supervisor and GE use the workload allocation form, the supervisor shall be available to discuss potential revisions of the workload allocation form. If the form is used, the GE will be provided a copy of each completed workload allocation form and any revisions to the workload allocation form.

A variance or deviation from the allocated amount of time for each specific work duty does not constitute a violation of this Agreement and may not be grieved. However, GEs are encouraged to notify their supervisors as soon as is practicable during the academic term if they anticipate their total work assignment will exceed their FTE. A Union representative shall be allowed to attend a meeting between the GE and the GE's supervisor for the purpose of reviewing the GE's workload allocation form to determine whether the GE's specific work duties will result in the GE working in excess of the GE's assigned FTE.

Within three months (one term) of the end of an assignment, the GE has the right to make recommendations about the workload allocation for their specific work assignment(s). Recommendations may be submitted in writing, or the GE may request to meet with their supervisor or other department representative to provide the recommendations verbally. Subject to the limitations provided for under state and federal law, including, but not limited to, the Family Education Rights and Privacy Act, all recommendations submitted in writing by a GE or supervisor and any workload allocation form voluntarily submitted to the employing unit by a GE or supervisor will be retained by the Employing Unit for no less than four years and will be made available to any GE in the unit upon request.

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

- a) A general description of the job requirements.
- b) The supervisory individual who shall oversee the implementation of the GDRS.
- c) Availability of Graduate Employee appointments in the department.
- d) Eligibility requirements and application process for appointments.
- e) Appointment and reappointment process.
- f) Workload and work assignment information.
- g) Health and safety information, including any training requirements, use of required personal protective equipment, accident reporting and workers

compensation coverage if substantially different from the health and safety information provided in 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. The University will notify the GTFF of University-wide required changes to GDRS documents. 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 master copy, and any electronic or non-electronic distribution of the GDRS must be made from this copy. The Graduate School should maintain and allow access to copies of out-of-date GDRSs for the prior eight (8) years. At the time of hire, GEs shall be provided with instructions on how to access the department's GDRS. A 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 [36](#), 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 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.

ARTICLE 10

HEALTH, SAFETY AND WORK ENVIRONMENT

Section 1. 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 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 space for private meetings for GEs with teaching assignments either as instructor of record or as lab/discussion leader.

- c) Access to Computers

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

Section 2. Health and Safety

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

- a) Training: The University shall see that GEs are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice that they are authorized to use or apply during the course and scope of their employment. GEs will attend all required training on workplace health and safety provided by the University and this training will be provided at the employee's regular rate of pay.
- b) Equipment: It is the responsibility of the University to provide, at no cost to the GE, all necessary personal protective equipment (PPE) and training in the proper use of any issued PPE.
- c) The University shall provide for and maintain in safe working condition all tools and equipment required for the execution of GE duties.
- d) If, after reporting to the supervisor that a specific task or assignment may jeopardize personal health or safety, correction is not made, that employee may refuse to perform such activity without penalty until the appropriate health or safety officer has reviewed the situation and made a finding. The University shall notify the 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, 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 lactation spaces on the Eugene campus. If there is not a space dedicated to the nursing parent's use in the building in which their

GE office is assigned, one must be available when needed. A space temporarily created or converted into a space or made available when needed by the nursing parent is sufficient for this purpose. GEs employed at a facility other than the Eugene campus may request a lactation space.

- i) GEs 1) who were employed as a GE during the spring term and who accept a 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 will either not be charged for this membership or shall be reimbursed. 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.

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 3. 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 4. Suppression of electronic publication by the University of information about a GE shall be by active permission of the GE.

Section 5. 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 6. 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 7. 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 8. 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. Upon receiving this notice, the University shall acknowledge receipt within ten (10) days and initiate the interactive process in a timely manner. A list of the types of workplace 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 of employment disability accommodations, including when denials are based on the anticipated costs of the requested accommodations, shall be resolved through the GTFF grievance procedure at the discretion of the GE to optionally begin at Step 3.
- 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.
- e. At the beginning of the accommodation process, the ADA coordinator shall ask question(s) regarding potential accommodation needs over multiple terms and the timeframe in which the accommodation is needed. In addition, in the event a GE anticipates needing an accommodation over multiple terms or if they believe the need is urgent, 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.

ARTICLE 11 PERSONNEL FILES

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

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

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

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

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

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

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

ARTICLE 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 the Union or the University.

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) 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 Office of Investigations and Civil Rights Compliance (OICRC) Formal Complaint procedures (<https://investigations.uoregon.edu/how-make-formal-complaint>). The 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.

Section 5. Processing of Grievances

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 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 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 7. 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, 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 acknowledging the grievance (acknowledgment letter) to the grievant and their representative within two (2) days of receipt of the grievance. The acknowledgement letter will only state that the grievance has been received. OICRC will assign an investigator to conduct an initial assessment of the grievance, which will include a meeting with the grievant and, if the grievant wants, their union representative, within 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 GTFB 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.
- c) OICRC's process shall conclude within sixty (60) days of the date that OICRC sends the Notice of Investigation.
- d) 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 process set forth in Section 5. The parties can stay the grievance process through mutual agreement.

ARTICLE 14 CONSULTATION

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

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

ARTICLE 15 ARBITRATION

Section 1. Arbitration of Grievances

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

Section 2. Selection of the Arbitrator

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

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

If the arbitrator selected cannot hold the hearing within twenty (20) days of selection and the parties do not agree to an extension of time, the selection procedure shall be repeated as provided herein.

Section 3. Submission Agreement

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

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

Section 4. Conduct of the Hearing

The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed by the parties.

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

Section 5. Arbitrability

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

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

Section 6. Authority of the Arbitrator

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

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

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

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

The arbitrator shall have no authority to reinstate as a GE a person who is no longer a student, or who is not qualified to retain an appointment as a GE for academic reasons. The arbitrator's award may include back pay, but the time period and amount thereof shall not exceed the amount and time of the unfulfilled appointment. The arbitrator shall have no authority either to award reinstatement of an appointment for a period beyond the expiration date or to exceed the terms and conditions of the original appointment.

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

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

Section 7. Arbitrator's Decision

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

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

Section 8. Costs

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

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

Section 9. Miscellaneous Provisions

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

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

The burden of proof in all matters except discipline and discharge shall be upon the grievant; or if the issue is brought under Article 13 (Grievances), Section 6, the burden of proof shall be upon the complaining party.

ARTICLE 16 DISCIPLINE AND DISCHARGE

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

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

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

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

- a) Meet with the GE to discuss the exact matter considered unacceptable;
- b) Express to the GE that a warning or reprimand is being given pursuant to this Article and that such may be placed in the employee’s personnel file. Written reprimands shall include a summary of the problem and the University’s expectations and guidelines for corrected behavior;
- c) Comply with the provisions of Article 11 in placing any reference to the meeting in the employee’s personnel file.

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

- a) Before a discharge or reduction of duties may take effect, within five (5) working days of its recommendation, the department chairperson (or equivalent level of supervision in the unit) shall review the complaint and the recommended disciplinary action.

- b) In the event that the supervisor is also a chairperson, the matter will be reviewed by the Dean of the College or designee.
- c) The reviewer shall conduct a thorough and fair investigation to determine if established University or departmental policies have been violated.
- d) Should the reviewer agree with the supervisor, the disciplinary action may take place.
- e) The disciplinary action should be applied even-handedly, fairly and appropriately.
- f) All documents generated in compliance with Article 16, Section 5, should be placed in the employee's personnel file in accordance with Article 11.

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

Section 7. If a GE is absent for five (5) consecutive scheduled working days during any academic term without the consent of either their supervisor or unit head or is not on authorized leave, the GE may be considered to have abandoned their position and voluntarily resigned from University employment retroactive to the first day of the absence. A scheduled work day shall be defined as a day containing scheduled work commitments including, but not limited to, lectures, recitations, labs, office hours, and staff meetings. Before the University deems the GE to have resigned employment, the University shall attempt to contact the GE by phone, by their University email address, by their campus mailbox (if one exists), by their personal email address if this address is on file in Banner or has been recently used by the supervisor to correspond with the GE, and by letter mailed to the last address on file in Banner, and shall provide the GE with at least three (3) working days to respond and present extenuating circumstances. The University's attempt to contact the GE may occur within the 5-day absence, or after. The University will provide the Union with notice of termination of the GE under this provision at least three (3) working days before termination is processed. Such absence may be covered by the Dean of the Graduate School or designee by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed. Nothing in this article shall prohibit the University from reinstating a GE to their position.

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

- 1) the GE has made less than satisfactory progress toward their degree; or

- 2) the GE transfers to a new department or graduate major, unless (a) the appointment was already in a unit outside of the GE's home department and (b) the transfer has no negative impact on the operations, agreements, or budget of the employment unit.

If a GE is discharged on the basis of less than satisfactory progress toward the degree, the department/unit must inform the student of this in writing in accordance with the Graduate School satisfactory academic progress policy. If the department/unit in which the GE is enrolled as a student is the department/unit in which they are employed as a GE, this communication must also include notification that they are being discharged as a GE because of less than satisfactory academic progress. If the GE is employed in a different department/unit, the hiring unit must also inform the GE in writing that they are being discharged from their GE position due to less than satisfactory academic progress. This communication should be documented and placed in the student's file in accordance with the provisions of Article 11. Graduate students may grieve departmental decisions related to satisfactory progress through the graduate student academic grievances procedure.

Section 9. Satisfactory academic progress is determined by Graduate School policy and individual hiring units' GDRS documents. Each academic department shall outline criteria defining satisfactory progress in their GDRS, filed with the contract administrator. These criteria must be as specific as reasonably possible and must include objective measures (e.g., GPA, limits on the number of incompletes, and deadlines and/or timelines for passing qualifying exams or proposing one's thesis).

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

Section 10. Notices of disciplinary action and reprimands are part of the supervisor's copy of the GE's personnel file and, as such, are to be retained in accordance with the University's personnel records retention schedule. If the University's personnel records retention schedule permits, the

record of a written warning or reprimand shall be removed from the GE's personnel file upon the awarding of the graduate degree, or as soon thereafter as permitted by law. Materials so removed shall not be used with respect to later disciplinary actions, decisions concerning reappointment or any other decisions which would adversely affect the GE concerned.

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

ARTICLE 17 APPOINTMENT/REAPPOINTMENTS

Section 1. The University appoints GEs after consultation with departments, schools, and colleges, who make recommendations from among a pool of eligible candidates within their unit. Graduate students have the right to apply for GE positions in all departments or employing units. There are no limits on the number of GE positions for which a graduate student may apply.

Each department and employing unit that appoints GEs shall have a standing committee, made up of at least three members, to evaluate GE applications. In addition to these members, departments and employing units may allow GEs on standing committees to evaluate GE applications, but may not share material with those GEs that is disciplinary, confidential, or FERPA-protected. GEs in departments without GEs on standing committees may submit written feedback on the process for evaluating GE applications before the process has concluded. Departments shall respond to these comments in writing to the GE who submitted feedback no later than twenty (20) days after the application process concludes.

The standing committee shall rank applicants and base rankings, appointments, and reappointments on written criteria for selection. These criteria should address issues such as:

- a. who is eligible for appointment and how applicants are ranked (e.g., in-department vs. out-of-department students, Master's vs. Doctoral students, initial year vs. continuing students, etc.);
- b. what weight is given to previous experience in teaching (in the department or in other departments or institutions);
- c. if continuing appointments are possible, what evaluative factors are used (e.g., was previous GE performance deemed relevant? how was it evaluated? are academic records being used?, etc.).

The above are meant to be exemplary rather than mandatory. The intent is that candidates shall be given clear information concerning the criteria by which their applications are being evaluated.

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

Each department and employing unit must maintain GE search records (including applicant rankings) in accordance with the University's personnel records retention schedule. In the event of a grievance related to hiring procedures, this information, redacted in accordance with the *Family Educational Rights and Privacy Act* (FERPA), will be made available to the University and the Union.

Appointment decisions shall be made by the standing committee of the department and shall not be made for arbitrary or capricious reasons. In choosing among candidates, strong consideration may be given to the student's potential in the proposed academic program. Because of this, in academic departments, priority may be given to candidates enrolled in that department's program(s).

While appointment or reappointment criteria may include the recommendation of the person who will act as the GE's supervisor, the committee must give substantial consideration to the other appointment or reappointment criteria.

If a department or employing unit does not offer a reappointment on the basis of less than satisfactory academic progress toward the degree, the department/unit must inform the student of this in writing, citing the criteria for satisfactory academic progress that have not been met.

Graduate students may grieve departmental decisions related to satisfactory progress through the University's graduate student academic grievances procedure.

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

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

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

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

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

Section 2. No appointment shall create any automatic right, interest or expectation in any other appointment beyond its specific terms. GEs will be employed year-to-year rather than term-to-term, whenever feasible. Departments and hiring Units shall ensure that split appointments do not result in a GE's workload exceeding their FTE, as described in Article 22. GEs cannot be employed term-to-term in order to determine whether they are adequately qualified for a GE position. Employing units are encouraged to appoint full academic year (fall, winter, spring) appointments whenever feasible. Each department and employing unit in which there is a possibility that GEs will be reappointed shall include reappointment criteria in their written criteria for appointment (see Section 1).

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

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

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

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

**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	<u>AVERAGE HOURS PER WEEK</u>	<u>15% OF HOURS PER QUARTER</u>
0.20	88	<u>8</u>	<u>13.2</u>
0.30	131	<u>12</u>	<u>19.7</u>
0.40	175	<u>16</u>	<u>26.25</u>
0.50	219	<u>20</u>	<u>32.9</u>

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 3.0% as follows:

	GE I	GE II	GE III
Minimum	<u>\$5,236</u>	<u>\$5,914</u>	<u>\$6,245</u>

One quarter salary rates for GEs who earn above these minimum levels on September 16, 2019 shall increase by at least 1.4%.

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 3.0% as follows:

	GE I	GE II	GE III
Minimum	<u>\$5,393</u>	<u>\$6,092</u>	<u>\$6,432</u>

One quarter salary rates for GEs who earn above these minimum levels on September 16, 2020 shall increase by at least 1.4%.

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% as follows:

	GE I	GE II	GE III
Minimum	<u>\$5,554</u>	<u>\$6,274</u>	<u>\$6,625</u>

One quarter salary rates for GEs who earn above these minimum levels on September 16, 2021 shall increase by at least 1.4%.

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 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 D.

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. GEs in each enrollment category (as detailed in Appendix D) will contribute 5% of the quarterly premium for their selected coverage.

During the term of this agreement, the University shall be responsible for 95% of premium increases only to maintain the current level of benefits. Whenever the premium increase is in excess of 10%, the University shall be responsible for 50% of the marginal premium increase over 10%. The University shall not be responsible for premium increases associated with non-negotiated expansion of current benefit levels.

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

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

For students without summer GE appointments who are eligible for insurance outlined in Section 1a above, the University will contribute 80% of premiums. Students in each enrollment category (as established in Appendix D) will contribute 20% of the quarterly premium for their selected coverage.

Section 1c. For any yearly premium increase less than 5%, for every dollar (\$1.00) the University saves relative to a 5% premium increase, the total-pool used to supplement GE minimum salary shall be permanently increased by fifty cents (\$0.50).

The percentage of saving relative to a 5% premium increase is calculated by taking the difference between the cost of applying the new health insurance plan to the prior year's

enrollment in the health plan and the actual cost of the prior year. Due to the nature of insurance billing, any increases to minimum salaries shall be applied at the end of Fall term and applied retroactively to the start of the term. The Union may not grieve the retroactive nature of this pay.

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. The University will contribute ninety-six thousand eight hundred twenty (\$96,820) in AY 2018-2019, ninety-nine thousand seven hundred twenty four dollars (\$99,724) in AY 2019-2020, and one hundred two thousand seven hundred sixteen dollars (\$102,716) in AY 2020-2011 to cover the costs of health insurance administrative services incurred by the GTFF Trust, including students receiving coverage through COBRA and training grants, for each fiscal year through the end date of the current collective bargaining agreement. This fee will be paid on September 16 or the closest business day.

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

ARTICLE 25
RESPECTFUL WORKPLACE AND SUPPORT SERVICES

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

Section 2. The Graduate School will create a website which consolidates information on University resources available to the following graduate student groups and issues: families, LGBTQIA+, international, mental health, survivor support, and accessible education. Graduate students will have the right to provide written input to the Graduate School regarding the resources listed on the website prior to the website being finalized and once per year thereafter at the beginning of the academic year via a means designated by the Graduate School.

Section 3. Both the University and the Union acknowledge their commitment to a respectful workplace. The parties agree to adhere to the annual Respectful Workplace Memorandum jointly issued by the Office of the Provost and Human Resources. In conjunction with the annual respectful workplace notice, department heads or their designee shall discuss respectful workplace expectations at a meeting that includes faculty attendees from across the department. That discussion will cover the Respectful Workplace Memorandum, sections of Article 25 relating to workplace bullying, and how they relate to interactions with GEs; the University's policies on romantic relationships, prohibited discrimination and retaliation, and campus violence prevention; power dynamics between faculty members and graduate students; appropriate professional boundaries; and employment disability accommodations.

Section 4. University policies (for example, those listed in Section 3, including discrimination and retaliation prevention policies) apply to and protect all University employees, including GEs. These policies are located in the University's policy library, <https://policies.uoregon.edu/>. The University follows Oregon law which may be amended during the term of this contract. At the time of ratification, the law states that it is an unlawful practice for an employer to discharge, demote, suspend or in any manner discriminate or retaliate against an employee with regard to promotion, compensation or other terms, conditions or privileges of employment for the reason that the employee has in good faith reported information that the employee believes is evidence of a violation of a state or federal law, rule or regulation.

Section 5. Graduate students who believe they are experiencing inappropriate behavior but who want to consult with or receive support services from a resource instead of or before seeking formal intervention have the following options. GEs may access a resource or utilize an informal intervention, listed below. Some of the resources listed below are not confidential and may have reporting obligations related to prohibited discrimination. GEs should ask about reporting obligations before consulting. The resources listed below are not advocates but can talk to GEs

about their options. The below options are available even if the underlying behavior is not a policy violation or a violation of the collective bargaining agreement:

Union:

- a. Graduate Employees may consult with the Graduate Teaching Fellows Federation.

University Resources:

- b. Consult with their supervisor or the department head to discuss the underlying dispute and what informal steps can be taken to address the situation;
- c. Consult with the Graduate School to see if there are options to change, modify or remove duties or change the GE's assignment;
- d. Consult with the Office of the Dean of Students regarding support services that are available to students, like working with crisis advocates to obtain academic and job-related accommodations;
- e. Consult with the ombuds office regarding informal dispute resolution tools and options;
- f. Consult with counselors in the University's Counseling and Testing Center;
- g. Consult with medical professionals at the University's health care center;
- h. Engage the Facilitated Dispute Resolution Process outlined in Appendix X; or
- i. Consult with the University's employee and labor relations team.
- j. Consult with the Graduate Employee employed in the Office of the Dean of Students' Sexual Violence Prevention and Education Office

Informal Intervention:

- k. One week prior to the start of classes the GE may submit a petition to the hiring unit stating their reason for requesting a reassignment. The hiring unit may inquire to the reason for the request of reassignment. The hiring unit has the final decision on reassignment.
- l. GEs may use sick leave pursuant to Article 29, Section 8(g).

GEs who are in immediate danger or feel unsafe should call 911. GEs experiencing discrimination or who need to report an incident of discrimination, should contact the Office for Investigations and Civil Rights Compliance (investigations.uoregon.edu). Additionally, GEs may also report incidents to the Graduate Teaching Fellows Federation.

Section 6. Definition of workplace bullying.

Bullying is defined as written, electronic or verbal communications, behaviors or conduct, or any physical act that (1) places the student or employee in actual and reasonable fear of harm to the person or damage to their property or (2) is sufficiently severe, or pervasive that it interferes with

the student or employee's work or participation in university programs or activities, including academic activities, and the conduct would have such an effect on a reasonable person who is similarly situated.

This section is not intended to and will not be applied in a way that would violate rights to academic freedom and freedom of expression, nor will it be interpreted in a way that undermines a supervisor's authority to appropriately manage their work unit. This definition reserves to the University, in furtherance of its educational mission, the right to address conduct that would not necessarily be unlawful.

Section 7. Examples of workplace bullying and disrespectful workplace

- Verbal or psychological abuse;
- Behavior intended to undermine, patronize, humiliate, intimidate or demean; and
- Acts that are motivated or could reasonably be perceived as motivated by actual or perceived differentiating characteristics

Section 8. In addressing workplace bullying or violations of the University's Respectful Workplace Memorandum, the reporting GE shall not be obligated to attend a meeting with the accused present.

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; bereavement; or illness or injury as a result of 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 exposure to inappropriate behavior as detailed in Article 25, Section 5, 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. 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)** work days of paid sick leave for every term of paid GE work. 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 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 supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the University. In addition, an affected GE will make reasonable efforts to assist in arrangements for another to meet their employment obligations. In no case will the GE be required to pay for such coverage. It is the responsibility of the University to find a temporary replacement.

i) Abuse and Discipline

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

j) Sick Leave and Family and Medical Leave

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

ARTICLE 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 \$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 31
GE TRAINING AND PROFESSIONAL DEVELOPMENT

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 standards for GE training, by establishing learning goals, best practices, and training guidelines pertaining to the successful performance of a GE's work assignment. This committee shall provide a report of these training standards to departments.

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:

- a) Achieving an inclusive work environment including: cultural competency, equity and inclusion, disability access, issues of mental health, etc.,
- b) Discrimination and sexual harassment policies including: GE reporting obligations, the ADA, Title IX, etc.,
- c) Other employee-related policies and procedures including: sick leave and time and hour reporting, and
- d) General employment information including: information about services, programs, and offices that would be useful to GEs in their roles.

The four (4) hours of mandatory training will be compensated by a stipend equivalent to four (4) hours of pay at the GE level I minimum rate. The parties agree that four (4) hours of training

accounts for no more than 0.009 FTE and in no case shall the GE's FTE exceed 0.50 due to the training.

Section 4. GEs are encouraged to pursue up to six (6) hours of training per academic year through university or department approved programs, such as TEP, and other workshops and trainings related to successful performance of GE duties.

GEs may be compensated for these training hours either through:

- 1) hourly compensation at that GE's current hourly rate
- 2) 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. 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. GEs may submit written feedback on changes to curricula.

Section 6. GE Evaluations of Past Course Assignments

GEs may prepare written 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. GEs shall not be retaliated against for making these reports. 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.

ARTICLE 32
Immigration and Customs Enforcement

Section 1. Except as otherwise required by federal law, the University, or a person acting on behalf of the University (such as a supervisor), shall not provide voluntary consent to an immigration enforcement agent to enter any non-public areas of a place of labor. This section does not apply if the immigration enforcement agent provides a judicial warrant.

- a) This section shall not preclude the University or person acting on behalf of the University from taking the immigration enforcement agent to a non-public area, where GEs are not present, for the purpose of verifying whether the immigration enforcement agent has a judicial warrant, provided no consent to search non-public areas is given in the process.
- b) Non-public areas are those University-owned or controlled areas that during working hours restrict public access. Non-public areas include, but are not limited to, all classrooms, research and teaching labs, and offices.

Section 2. Except as otherwise required by federal law, the University, or a person acting on behalf of the University, shall not provide voluntary consent to an immigration enforcement agent to access, review, or obtain the employer's employee records without a subpoena or judicial warrant. This section does not prohibit the University, or person acting on behalf of the University, from challenging the validity of a subpoena or judicial warrant in a federal district court.

Section 3. The University shall uphold its existing commitment to Deferred Action for Childhood Arrivals (DACA) GEs. The University shall not terminate DACA employees on the grounds of their immigration status if those employees have valid work authorization.

Section 4. The University shall issue a written annual public notice to all employees regarding how to respond to immigration enforcement officials consistent with both Section 1 and Section 2 and a list of currently existing University resources for undocumented and DACA students and employees.

ARTICLE 37
NOTICES AND COMMUNICATIONS

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

For The Union:

President
Graduate Teaching Fellows Federation
609 East 13th Avenue
Eugene, OR 97401

For The University:

President
University of Oregon
Eugene, Oregon 97403

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

[Employee and Labor Relations](#)
[c/o Human Resources](#)
[5210 University of Oregon](#)
[Eugene, Oregon 97403](#)

ARTICLE 41 **DEFINITIONS**

As used in this Agreement and except as its context may otherwise require: “Agreement” means all the definitions, provisions, and terms set forth in this contract; but excluding titles of articles, headings and appendices, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction or effect of any provision of this Agreement.

“Advisor” refers to the UO employee (typically a member of faculty) that follows the GE’s academic progress as a student and a researcher most closely. In case no such person can be easily identified, the term refers to the head of the department in which the GE is enrolled as a student.

“Board” means the University of Oregon Board of Trustees. “Calendar day” means any day within the 365-day year.

“Contract Administrator” means the Dean of the Graduate School or their designee.

“COPE Fund” or “COPE” means the GTFF “Committee on Political Education Fund” and “Committee on Political Education,” respectively.

“Day”, “business day,” “work day,” or “working day” means a day when university classes or examinations are scheduled in accordance with the official academic quarter calendar of the University, or in accordance with the official academic semester calendar of any schools and colleges that are not on the quarter system.

“Department” means an academic department or other employing unit (such as Erb Memorial Union) which employs GEs.

“Document” means written communication on paper or printed copy of an electronic message.

“Familial status” means the relationship between one or more individuals at least one of whom has not attained 18 years of age and who is domiciled with (a) a parent or another person having legal custody of the individual; or (b) the designee of the parent or other person having such custody, with the written permission of the parent of the other person.

“Familial status” includes any individual, regardless of age or domicile, who is pregnant or is in the process of securing legal custody of an individual who has not attained 18 years of age.

“GE” or “Graduate Employee” means a graduate student appointed at .20 FTE or greater to provide teaching-related duties, research, or administrative duties.

“GTFF” or “Union” means the Graduate Teaching Fellows Federation at the University of Oregon, American Federation of Teachers, Local #3544, AFL-CIO.

“Member” means a public employee who is included in the bargaining unit as defined in Article 1 (Definition of Bargaining Unit).

“Parties” means the GTFF and the University.

“Supervisor” refers to the UO employee who is responsible for managing the GE’s work assignment.

“Summer sandwich” means instructional fee waiver applied to summer term.

“University” means the University of Oregon, its administration, or the University of Oregon Board of Trustees, as the context may require.

“Written” or “in writing” may mean either information conveyed electronically or on paper.

ARTICLE 42
TERM OF AGREEMENT

This Agreement shall be effective from [DATE], the date of ratification by the parties below, through June 15, 2022.

FOR THE UNIVERSITY OF OREGON:

FOR THE GRADUATE TEACHING
FELLOWS FEDERATION:

APPENDIX A
LETTER OF AGREEMENT
DATA DELIVERY & FERPA WAIVER

I. DATA DELIVERY

A. GE Data Lists

The University will provide a GE Data (GED) list that incorporates all of the following elements:

Name

UO ID Number

UO Email Address

Mailing Address

Telephone Number

Office Number, if known to the Graduate School

Class Level (Masters, Doctoral)

Major

First Term of Attendance

Hiring Department

FTE

GE Level (I, II, III)

Term(s) of Appointment (fall, winter or spring during the academic year or summer only)

Gross Monthly Salary

US Citizenship Status

Differences from previous GED list

The University will provide a Dues list that incorporates all of the following elements:

Name

Membership Status (Non-member or Member)

Amount of Union Dues Collected (Including the case of zero dues collected)

UO ID Number

Gross Monthly Salary

B. Schedule of Data Delivery

The Dues lists will be provided to the GTFF monthly.

Academic year: GED lists will be delivered to the Union electronically every Monday between September 1 and October 18, and on the 1st and 15th in all other months during the academic year.

Summer: GED lists will be delivered to the Union electronically on the 1st and 15th of the month, from June 15 through October 1.

C. The GTFF will provide to the University lists of GEs who are enrolled in the Health Insurance program on a schedule that is to be determined by mutual agreement between the GTFF Benefits' Administrator and the University's Graduate School.

D. Modifications to the format of the GED list can be made with the agreement of the GTFF Benefits' Administrator and the Graduate School.

II. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT WAIVER

The following text will be included on all GE notices of appointment:

Acceptance and Consent

If you accept the position through electronic signature, you will be (1) accepting this GE assignment under the conditions stated herein, and (2) providing the University with consent to disclose information about you to the Graduate Teaching Fellows Federation (GTFF) for the purpose of administering their internal business practices. The information disclosed will include: name, UO email, mailing address, telephone number, class level (Masters, Doctoral) and academic major, first term of attendance at the University of Oregon, and teaching assignment, which means hire department, FTE, term(s) of appointment (F,W,S), and level (GE I, II, or III).

Release of Additional Information to the GTFF

By signing electronically, I authorize the University of Oregon to release the following additional information to the GTFF and, when necessary to administer insurance, the GTFF Health and Welfare Trust: my UO ID Number, monthly pay, bargaining unit status (i.e., non-member or member), US citizenship status, funds collected in relation to bargaining unit status and my rank in the applicant pool for this appointment. The GTFF needs this information to verify access to health insurance benefits and for matters related to payroll deduction and other union business practices. My authorization to release this information to the GTFF will remain in effect for the duration of this contract.

APPENDIX D
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 2019-2020 are:

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

Summer Quarter for Students Eligible Based on Previous Spring Appointment*	Total Cost	UO Contribution (80%)	GE Contribution (20%)
Individual GE	\$	\$	\$
GE w/Children	\$	\$	\$
GE w/Partner	\$	\$	\$
GE w/Family	\$	\$	\$

The rates for 2020-2021 are:

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

Summer Quarter for Students Eligible Based on Previous Spring Appointment*	Total Cost	UO Contribution (80%)	GE Contribution (20%)
Individual GE	\$	\$	\$
GE w/Children	\$	\$	\$
GE w/Partner	\$	\$	\$
GE w/Family	\$	\$	\$

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 June 15, 2022. 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

a) Initiation of Facilitated Dispute Resolution Process

- i. A GE or their Union representative shall submit a request for Facilitated Dispute Resolution to the ELR grievance email address, grievances@uoregon.edu.
- ii. 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.

b) 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. 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 GTEFF 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 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, or if the GE is graduating in the summer. Denials of petitions for tuition waivers or fee remission are grievable under the provisions of Article 13.

Section 6. This letter shall expire on June 15, 2022. 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 7. 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 relative to previous Summer terms; what effect this Letter has had on employment opportunities for International GEs; and total amount of money the positions created by this Letter produced in GE salaries.

LETTER OF AGREEMENT
PAID PARENTAL LEAVE

Section 1. The Union and University agree to a pilot program for paid parental leave until June 15, 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 six (6) weeks of leave and contrary to Article 29, Section 7(b), the GE must first use any accrued paid leave. If the GE does not have sufficient accrued paid leave to cover 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 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 June 15, 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 June 15, 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 once per academic year per child and only for documented childcare during the first seven (7) years of the child's life or during the first 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 June 15, 2022.

LETTER OF AGREEMENT
DIVERSITY GE

Section 1. The Union and University agree to a pilot program for the Diversity GE position until June 15, 2022.

Section 2. Until the sunset date of this Letter in Sections 1 and 3, the University agrees to fund each academic year one 0.49 FTE GE to provide support for one or more of the groups listed in Article 25, Section 2. In addition, the GE in this position shall coordinate with appropriate University units to develop resources specifically for underrepresented graduate students, with special attention to students of color, non-traditional students, parents, LGBTQIA+ students, students with disabilities, survivors of sexual violence and harassment, and students seeking mental health support.

At the request of the Union or the Graduate School, the GE in this position shall meet quarterly, or more frequently by mutual agreement, with the President of the GTFF or their designee and the Dean of the Graduate School or designee.

Section 3. This Letter of Agreement and the position described therein expire on June 15, 2022.

MEMORANDUM OF UNDERSTANDING
EXPLORING SELF-FUNDING

The parties agree to form a joint workgroup to explore moving the GTFF Insurance plan to self-funding with the goal of developing a mutually agreeable proposal by the end of contract life. The parties will send representatives to interest-based bargaining training and the discussions around self-funding will occur following the principles of interest-based bargaining.