

# **GTFF - GRADUATE TEACHING FELLOWS FEDERATION**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE UNIVERSITY OF OREGON AND GRADUATE TEACHING FELLOWS FEDERATION AMERICAN FEDERATION OF TEACHERS LOCAL 3544, AFL/CIO, October 18, 2004 through March 31, 2006**

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**PREAMBLE**

This Collective Bargaining Agreement, entered into as of the 18th day of October, 2004, is between the

State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon (hereinafter called the "University") and the Graduate Teaching Fellows Federation, American Federation of Teachers Local #3544, AFL/CIO (hereinafter called the "Union").

## **ARTICLE 1 - DEFINITION OF BARGAINING UNIT**

**Section 1.** The bargaining unit as certified by the Employment Relations Board (ERB) consists of "All graduate students with GTF appointments (service awards) employed by the University of Oregon, excluding supervisors and confidential employees."

**Section 2.** Although nothing in this Article shall be construed to limit the right of the University or its departments to change degree requirements, the University and its departments agree not to alter graduate degree requirements for the purpose of changing the bargaining unit status (inclusion or exclusion) of any GTF. The University agrees to notify the Union sixty (60) days prior to the effective date of any change in graduate degree requirements which would affect the eligibility of GTFs' inclusion in the bargaining unit. All such requirements will be in writing.

The degree requirements in effect when a GTF entered the graduate program shall determine, except as noted below, the GTF's inclusion in or exclusion from the bargaining unit. If a GTF accepts a subsequent set of degree requirements, then the new requirements shall determine inclusion in or exclusion from the bargaining unit.

## **ARTICLE 2 - UNION RECOGNITION**

Pursuant to the certification by the ERB dated May 5, 1977, the University recognizes the sole and exclusive representative for all Graduate Teaching Fellows as defined by the certification or as may hereafter be redefined by the ERB, except those employees excluded by law.

## **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 GTFs.

**Section 2.** The University agrees to include in all Graduate Teaching Fellow (GTF) appointment letters a requirement that the GTF consent to disclosure of certain information to the Union as a condition of employment. The GTF appointment letter will also include a 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 GTF appointment letters is set forth in Appendix C.

The University will deliver the information to the Union in accordance with the schedule set forth in Appendix C for GTFs who have consented.

Information about individual GTFs 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 GTFs.

The GTFF will provide the University with information about Health Insurance program enrollment as set forth in Appendix C.

Article 3, Section 2, and Appendix C shall be effective October 1, 2004. Until then, current practice shall be maintained.

**Section 3.** GTF 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) GTFs in any one department shall take such leave at the same time. The GTF requesting time off shall notify the unit head 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 GTF 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.

**Section 4.** The GTFF will be permitted to make a presentation at the "Teaching Effectiveness Workshop for GTFs" 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.

#### **ARTICLE 4 - DUES DEDUCTION/FAIR SHARE**

**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.

**Section 2.** Changes in the membership list shall be provided to the University by the Union at the earliest possible time after the GTF indicates that a change in membership status is desired. 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.** The University agrees to deduct monthly Fair Share fees from the paychecks of those employees who have not authorized dues deductions per Section 1. The amounts to be deducted shall be certified to the University by the Treasurer of the Union, provided that the Fair Share fees shall not exceed regular Union monthly dues.

**Section 5.** The GTFF shall maintain guidelines for Fair Share payers. These guidelines shall include information on Fair Share rebates to which Fair Share payers may be entitled. The University shall be provided with a copy of the guidelines and shall be notified immediately of any changes in the guidelines. GTFs shall be provided a copy of the guidelines immediately upon request.

**Section 6.** GTFs who are Union members and who, for any reason, temporarily discontinue their status as a GTF with the University shall, upon their return to University employment, be reinstated as

members of the GTF Union following notice provided by the Union to the University.

The University, upon written authorization from the GTF, will deduct voluntary contributions to the Union's COPE fund from the GTF's monthly paychecks. The amount to be deducted shall be that amount designated by the GTF in a voluntary written authorization. This amount is to be a continuing monthly deduction until such time as the GTF requests cancellation of the COPE deduction in writing. A GTF 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 7.** The Union and the University agree that the rights of nonassociation of any employee based on bona fide religious objections shall be protected in accordance with applicable state law.

**Section 8.** The University shall remit in the month following the deduction the aggregate deduction of Fair Share fees in-lieu-of-dues amounts, together with a listing identifying the employees for whom the deductions are made.

**Section 9.** 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 10.** The Union shall indemnify and hold the University harmless from all actions taken by the University in compliance with this Article.

## **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.

**Section 2.** The University shall designate a prominent space on existing bulletin boards in each department in which GTFs 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 6 - RESERVED RIGHTS OF THE UNIVERSITY**

The University retains and reserves to itself all rights, powers, authority and responsibilities vested in it, whether exercised or not, including but not limited to the right to plan, govern and control the University and in all respects carry out its ordinary and its customary functions or management.

Without limiting the generality of the foregoing, as used herein the rights of the University include (but are not limited to) the right to: administer the University; schedule class hours and establish or modify class schedules; institute procedural changes; direct the faculty and staff, including the right to hire, transfer, and to discipline or discharge any employee for any cause defined in Article 16 (Discipline and Discharge); and determine the physical location of departments and activities.

Other rights include (but are not limited to) the right to: determine the financial policy, including

accounting procedures and reports; determine the administrative organization of the University; determine the size and characteristics of the faculty and staff; determine the allocation and assignment of work to faculty and staff; determine the control and use of University buildings, property, materials and equipment; determine health, safety and property protective measures and procedures; determine degree programs, course offerings, degree requirements; determine admission standards and procedures; and determine academic standards, policies and procedures.

All such rights, powers, authority and responsibilities as set forth above are retained by the University subject only to those limitations imposed by this Agreement.

## **ARTICLE 7 - MAINTENANCE OF RIGHTS AND BENEFITS**

Past practices involving GTF rights and benefits, defined as terms and conditions of employment, which are in effect at the time this Agreement is signed and which are terms or conditions of employment shall be maintained in those departments or comparable employing units where such past practices have been uniformly applied over a reasonable period of time, except where such practices have been addressed or limited by this Agreement. In addition, nothing in this Article shall preclude GTF participation in departmental affairs relating to instruction in accordance with the University's governance structure.

## **ARTICLE 8 - NONDISCRIMINATION**

**Section 1.** The University and the Union shall not discriminate nor tolerate discrimination on the basis of race, ethnicity, religion, gender, gender identity, gender expression, age, national origin, marital status, sexual orientation, disability, or any other extraneous considerations, not directly and substantially related to effective performance.

**Section 2.** The University will not discriminate against a GTF on the basis of Union membership, nonmembership or activities.

**Section 3.** 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 4.** Upon request by the Union, the University agrees to provide the Union all available data (at cost) and all published data (without cost) pertaining to the gender, ethnicity and citizenship of graduate students and GTFs.

## **ARTICLE 9 - WORK AGREEMENT/WORK ASSIGNMENT**

**Section 1.** The University reserves the right to assign GTFs those duties and responsibilities that best meet the needs of the institution based upon the qualifications and abilities of the GTF.

Specialized courses, upper division courses, and those courses not traditionally assigned to GTFs will be assigned only after a review of the qualifications of the GTFs. GTFs will be consulted regarding the suitability of the assignment.

**Section 2.** Course assignments for the following academic year shall be offered to GTFs in a timely fashion to allow for adequate preparation. 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 GTF, the credited time will again be included in the workload. In no instance will more

than twenty (20) hours be so credited - or deducted - in any given term.

**Section 3.** A GTF has the right to a clear statement of duties that outlines the GTF's participation in the academic process. Therefore, at the time of hire, GTFs shall be provided with a copy of the department's GDRS. A GTF may request a meeting with his/her supervisor or department head to obtain clarification of his/her duties and responsibilities. The department or employing unit will orient the new GTFs to resources utilized to fulfill the appointment at the beginning of each quarter.

**Section 4.** Each department will prepare a General Duties and Responsibilities Statement (GDRS) describing the conditions under which GTF 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 Teaching Fellowships 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.
- h) Requirements for satisfactory progress towards graduate degree.
- i) Discrimination Grievance Procedures pamphlet. (See online version)

The GDRS of each department shall include health and safety information. The format for this information will be provided to departments in the GTF appointment manual prepared by the Graduate School. Standard language regarding workers compensation coverage and accident reporting will also be provided to the departments for mandatory inclusion in the GDRS. A format for departments to use (if applicable) to provide GTFs information regarding the following will also be included in the manual:

- Use of personal protective equipment
- Required safety training and appropriate departmental record keeping
- Location of emergency procedures, evacuation plans, MSDS and first aid supplies
- Safe operation of equipment, machinery and tools
- Hazardous waste procedures
- Hazard communication
- Safe handling of radioactive materials
- Excessive exposure to VDTs
- Exposure to blood-borne pathogens

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 GTF work assignment for both academic year and

summer term appointments.

GDRS revisions shall be submitted to the Graduate School by May 15 of each year. A copy of the revised GDRS will be forwarded to the GTFF.

**Section 5.** At the time of hire, GTFs shall be provided with a copy of the department's GDRS. A GTF may request a meeting with his/her supervisor or department head to obtain clarification of his/her duties and responsibilities. The department or employing unit will orient the new GTFs to resources utilized to fulfill the appointment at the beginning of each quarter.

**Section 6.** In accordance with Article 31, the GTFF will be responsible for distribution of the current collective bargaining agreement to GTFs.

**Section 7.** Each administrative unit shall endeavor to apprise GTFs of available assignments prior to commencement of each term, to afford the GTFs an opportunity to indicate their preference of assignments. Where possible, a GTF shall be given written notice prior to the beginning of the assignment; however, when unexpected variations in student enrollment occur, assignments may be made only after students register for classes. An effort shall be made to avoid conflicts between the GTF's course schedule and employment schedule.

**Section 8.** GTFs 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. GTFs 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, GTFs 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 GTF and the unit head, a lesser notice period can be arranged. If timely notice is not given and the GTF refuses to work during these activities, disciplinary sanctions will not be imposed. When possible, departments and programs will hold meetings at which GTF attendance is required during regular workday hours rather than at night or on weekends.

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

### **Section 1. Facilities and Services**

The University shall provide each GTF with facilities and services appropriate to their assignment including such things as reasonable office or desk space; reasonable access to a telephone or emergency phone, in sufficient proximity and with adequate availability to assure the safety of GTFs at all times; reasonable storage space for books and supplies; reasonable access to needed office equipment, supplies and services; and reasonable access to private facilities for conferring with students, faculty and for other job-related purposes.

a) All GTFs shall have direct access to working telephones to facilitate contact with students and faculty and for reasons of safety and security. Telephones shall be accessible in each general office area where GTFs work.

### **Section 2. Health and Safety**

The University acknowledges an obligation to provide a safe and healthy environment for its employees and agrees to do so in accordance with any and all applicable local, State and Federal laws pertaining to

occupational safety and health.

a) Training: The University shall see that GTFs are properly instructed and supervised in the safe operation of any machinery, tools, equipment, process, or practice which they are authorized to use or apply during the course and scope of their employment. 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 GTF, all necessary personal protective equipment (PPE) which is required for the safe and healthy execution of their duties as well as 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 GTF 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 GTF of each determination that is made.

e) When OR-OSHA inspects or plans to inspect University facilities where GTFs work, the Union shall be notified as soon as possible prior to the inspection. A Union official, upon request, shall be allowed to accompany the inspector.

f) The Union shall be afforded representation on the University Safety Advisory Committee.

**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 GTF shall be by active permission of the GTF.

## **ARTICLE 11 - PERSONNEL FILES**

**Section 1.** At the request of a GTF, the University shall provide reasonable opportunity for the GTF to inspect, at the GTF's place of employment, the GTF'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. GTFs 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 GTF has signed a waiver of the right of access.

**Section 2.** A GTF 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 GTF's employment or performance as a

student placed in a file shall be signed by the author and dated or date stamped when received. This requirement does not apply to personnel action forms and other similar material routinely placed in files for record keeping purposes. Copies of all documents pertaining to employment related performance and evaluation of a GTF shall be kept in one file maintained in the GTF'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 GTF shall be placed in the personnel file without the signature of the GTF. The GTF shall be required to sign such information and may request the following disclaimer: "GTF signature confirms only that the supervisor has discussed and given a copy to the GTF and does not indicate agreement or disagreement." A GTF 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 GTF 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 GTF.

**Section 7.** No written disciplinary or evaluative material relating to the GTF as a University employee shall be included in materials transmitted to the Placement Office, unless requested by the GTF.

## ARTICLE 12 - EVALUATIONS

**Section 1.** Departments and employing units may evaluate GTFs as employees as often as the department deems advisable. The establishment of performance criteria is the responsibility of the department or employing unit, but consultation with GTFs concerning such criteria is not precluded.

**Section 2.** GTFs job performance shall be evaluated by established University and departmental procedures. A general description of evaluation processes shall be kept on file in the employing unit or department office and shall be made available to GTFs upon request. GTFs shall be notified no later than two workdays prior to the first evaluatory observation per term. Notification of subsequent evaluatory observations in a term is optional. When prior notice is not required, the GTF will be told either at the beginning of or immediately following the class that an observation or evaluation is to be or has been made. When a faculty member has the responsibility for evaluating a GTF, the GTF shall have the opportunity to submit to the department additional questions appropriate to the evaluation of the GTF's teaching performance. The department shall administer these questions concurrent with the regular department student evaluation.

**Section 3.** In those teaching situations where the University does not require student evaluation, the department may on its own initiative, and shall at the request of the GTF, administer an appropriate student evaluation. The evaluation shall be administered in the same manner as those required by the University in order to preserve student anonymity.

**Section 4.** In addition to any evaluations as permitted by Section 1 of this Article, the person to whom a GTF is assigned shall observe and provide a critique of the classroom performance of that GTF at the request of the latter.

**Section 5.** All evaluations of job performance shall be placed in the GTF's personnel file, but only after

having been discussed with the GTF by the supervisor. GTFs must sign the evaluation stating that they have read the evaluation. A GTF may attach a rebuttal for inclusion in the file. Student evaluations are to be included in the GTF personnel file at the GTF's request.

**Section 6.** The results of student evaluations of GTFs shall be made available to GTFs in the same manner as the results are made available to the faculty in the same department. Supervisor evaluations, as well as other measures of teaching effectiveness, shall provide the basis for a GTF's evaluation.

**Section 7.** Deficiencies noted in an evaluation of a GTF shall include specific recommendations for improvement and a time frame in which the GTF is expected to remedy such deficiencies to the satisfaction of the supervisor.

## **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, misinterpretation or improper application of the terms of this Agreement.
- b) "Grievant" means one or more members of the bargaining unit, or for purposes of Section 6 of the Union or the University.
- c) "Working day" means a day when classes or examinations are scheduled in accordance with the official academic quarter calendar of 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 parties 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 thirty (30) working days [seventy-five (75) working days for the purposes of Section 6] 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 in OAR 571-003-0025(1)(d), must be filed within 365 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.

c) Written grievances (at Step 2 and above) will include at least:

1. 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.
2. The provision(s) of this agreement which the grievant believes to have been violated, misinterpreted or improperly applied.
3. All relevant facts supporting the allegation.
4. The relief sought.
5. The name of the person representing the grievant.
6. The signature of the member(s) of the bargaining unit included in the grievance or an officer of the Union or the University for purposes of Section 6.
7. 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, GTFs may present grievances orally to the person to whom the GTF is assigned.
- b) That person will report the decision orally to the GTF 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)

- 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 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 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.

### 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.

## 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 within ten (10) days of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed. The parties understand and agree that such meetings shall not constitute or be used for the purpose of negotiations, but shall be for the purpose of discussing collective bargaining issues or any other issues that are of concern to the parties.

**Section 2.** Any resolution by the parties under this Article shall be reduced to writing and signed by the parties within ten (10) calendar 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 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 at the University of Oregon unless both parties have agreed to the contrary.

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

If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and the parties do not agree to an extension of time, a new list of five names shall be requested from the Employment Relations Board and 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. The hearing shall commence within fifteen (15) working days of the arbitrator's acceptance of the case, unless both parties agree to an extension of time.

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

### **Section 5. Arbitrability**

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

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

### **Section 6. Authority of the Arbitrator**

The arbitrator shall neither 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 proper and acceptable procedures and the arbitrator shall maintain jurisdiction over the case until such review is completed.

If discharge of a GTF 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 GTF was not afforded review of the academic decision to which entitled under current University 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 such 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 GTF a person who is no longer a student, or who is not qualified to retain an appointment as a GTF for academic reasons. The arbitrator's award may include back pay, but the time period and amount thereof shall not exceed the amount and time of the unfulfilled appointment. The arbitrator shall have no authority either to award reinstatement of an appointment for a period beyond the expiration date or to exceed the terms and conditions of the original appointment.

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

academic regulations of the University.

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

#### **Section 7. Arbitrator's Decision**

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

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

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

#### **Section 8. Costs**

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

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

#### **Section 9. Miscellaneous Provisions**

Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the then prevailing voluntary Labor Arbitration Rules of the American Arbitration Association.

The compensation of any GTF called as a witness and/or one GTF 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, disciplinary sanctions will include written warning or reprimand, reduction in duties, 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 verbal discussions between employee and supervisor in an effort to resolve employee

performance problems. Such verbal interactions shall not be considered disciplinary 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 GTF 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.

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

- a) Meet with the GTF to discuss the exact matter considered unacceptable;
- b) Express to the GTF that a warning or reprimand is being given pursuant to this Article and that such may be placed in the employee's personnel file;
- c) Provide the GTF with a written summary of the discussion within five (5) working days of the discussion. The written summary of such shall include specific guidelines for remediation of behavior/performance.
- d) Comply with the provisions of 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 such action may take effect within five (5) working days of its recommendation, the department chairperson (or equivalent level of supervision in the unit) shall review the complaint and the recommended disciplinary action.
- b) In the event that the supervising professor is also a chairperson, the matter will be reviewed by the Dean of the College or designee.
- c) Should the reviewer agree with the supervising professor, the disciplinary action may take place.

**Section 6.** If reduction in duties or discharge is imposed, the GTF who disagrees with the sanction may seek redress through the grievance procedure provided in this 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 a contract period, it may be applied retroactively with respect to that proportion of the total contract obligation which has not been fulfilled.

**Section 7.** Notwithstanding other sections of this Article, nothing shall limit the right of the University to discharge a GTF for less than satisfactory progress toward a degree

**Section 8.** Each academic department shall have general written criteria defining "satisfactory progress" filed with the contract administrator.

- 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.

b) When no revisions are received by the contract administrator, the existing criteria are assumed to be current and in force.

c) GTFs appointed in their own academic departments are to receive the general criteria with their letters of appointment. Subsequent changes in criteria will be distributed to all currently employed GTFs.

d) GTFs 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 GTF or unilaterally reduce a GTF'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 GTF a written warning and a reasonable time, generally not to exceed one academic quarter, to re-establish satisfactory progress.

**Section 9.** Upon written request of a GTF, the record of a written warning or reprimand shall be removed from the GTF's personnel file upon the earliest occurrence of one of the following: (1) award of the graduate degree; (2) the end of a period of continuous appointment as a GTF (summer terms excluded); or (3) one year from the date of the warning or reprimand if no other written warnings or reprimands have been issued. 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 GTF concerned.

**Section 10.** A GTF may have a Union representative present, to represent or accompany the GTF, in any discussion or meeting regarding discipline or discharge of the GTF.

## **ARTICLE 17 - APPOINTMENT/REAPPOINTMENTS**

**Section 1.** The University appoints GTFs after consultation with departments, schools, and colleges, who make recommendations from among a pool of eligible candidates within their unit. 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).

Each department and employing unit which appoints GTFs shall rank applicants and shall base rankings and appointments and reappointments on written criteria for selection. These criteria should address issues such as:

a) who is eligible for appointment and how applicants are ranked (e.g., in-department vs. out-of-department students, Master's vs. Doctoral students, initial year vs. continuing students, etc.);

b) what weight is given to previous experience in teaching (in the department or in other departments or institutions);

c) if continuing appointments are possible, what evaluative factors are used (e.g., if previous GTF performance is deemed relevant, how is it to have been evaluated; are academic

records as student being used, etc.).

The above are meant to be exemplary rather than mandatory. The intent is that candidates shall be given clear information concerning the framework in which their applications are being considered. Appointment decisions shall be made by a standing committee of the department and shall not be made for arbitrary or capricious reasons. The standing committee of the department must be made up of at least three members. As described in Article 9, each potential GTF shall be given a copy of the appointment or reappointment criteria at the time of application. While appointment or reappointment criteria may include the recommendation of the person who will act as the GTF's supervisor, the committee must give substantial consideration to the other appointment or reappointment criteria. The University will send a notice to each candidate for a graduate teaching fellowship of its hiring decision within five (5) working days after the decision has been made.

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. At the time of the appointment offer, each department or administrative unit shall also provide a written summary of the general duties and responsibilities of the position being offered to a GTF. The statement shall be sufficiently detailed to distinguish among duties and responsibilities of research, teaching and administration. Recognizing that unanticipated events and limitations may sometimes interfere with its efforts, it is the intent of the employer that letters of offer shall be sent out as early as possible. GTFs will notify the University of their acceptance of the offer by sending to the University a signed acceptance of the terms of the appointment.

The University agrees to post all GTF job openings for positions in non-academic or administrative units and out-of-department positions with the University's Office of Affirmative Action, 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. GTFs will be employed year-to-year rather than term-to-term, whenever feasible. GTFs cannot be employed term-to-term in order to determine whether they are adequately qualified for a GTF position. Departments or programs which find that a class or service must be canceled due to a lack of enrollment or the necessary elimination of a service may lay off affected GTFs in accordance with Article 20. Each department and employing unit in which there is a possibility that GTFs will be reappointed shall include reappointment criteria in their written criteria for appointment (see Section 1).

**Section 3.** Once an appointment of a GTF has been accepted it may not be rescinded or reduced except for good cause shown. The duration of a GTF appointment is limited to a maximum period established by policies published in the GDRS governing GTF reappointments in the department or school, contingent on satisfactory academic progress and the availability of funds and positions, and providing that the definition of the position does not substantially change. GTF employment shall not be discontinued for employment performance unless performance deficiencies warrant non-renewal or termination.

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

## ARTICLE 18 - SUMMER SESSION

**Section 1.** Graduate students who do not require academic credit to satisfy program or degree requirements, or who find that needed or required courses are not offered in summer session, may be appointed to summer session GTFs. Those who receive such summer GTF appointments are exempt from the graduate credit enrollment requirement of Article 21.

**Section 2.** The workload or FTE for summer session appointments will be specified in the summer section GDRS (see Article 9, Section 4). During the summer session GTFs may be appointed on overload at an FTE level that exceeds .49 with the approval of the Dean of the Graduate School. The University will endeavor to make equivalent appointments throughout the University for comparable summer assignments. This agreement establishes minimum pay levels, but not the maximum pay levels that Departments or employing units may pay GTFs during the summer session.

**Section 3.** During the summer session GTFs shall be compensated in the same manner as they are during the three other terms (see Article 21, Section 1).

**Section 4.** Summer Sandwich: Instructional fee waivers will apply to the summer session for all classes except those with irregular fees

- a) for fiscal year appointments;
- b) for academic year appointments (two-quarter minimum), when it is the intent of the institution to offer an appointment for the following quarter; and
- c) for spring quarter appointments followed by academic and/or fiscal year appointments.

## ARTICLE 19 - TEACHING WORKLOAD

**Section 1.** A department may offer a limited number of GTFs, as determined by the department, the opportunity to teach multiple sections beyond workloads specified in the department's GDRS during one term of an academic year appointment. GTFs who accept this responsibility in one term will not be required to teach in one of the two remaining terms based on agreement with the department.

**Section 2.** A department may ask returning GTFs with a regular contract for the full academic year to volunteer to teach this additional fall term section. No GTFs will be required to do so who have not volunteered.

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

**Section 4.** GTFs will only be assigned to teach multiple sections of a course or different course they have taught in the past or will be teaching concurrently during the term.

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

- a) Successful teaching in the course to be assigned, according to student and staff evaluations on record.

b) Academic progress requirements faced by the GTF during the term off (with priority given to students with scheduled dissertation defenses, deadlines for submission of the prospectus, or qualifying exams).

**Section 6.** The department will determine which term is the "off" term according to the needs of the curriculum and the academic needs of the graduate student. Once the "off" term is determined and the GTF agrees, the department will not change the assignment except at the request of the GTF and only then if scheduling permits. GTFs participating in this program will receive a tuition waiver during their "off" term.

**Section 7.** It is understood that the GTFs assigned to teach on this plan will be on a pay distribution plan that provides eight (8) equal monthly payments based on their individual salary level for the months of October through and including May of the applicable academic year. They will also receive one-half of their monthly salary rate for the months of September and June. GTFs participating in this program will be paid for all work performed based on the number of sections they teach. GTFs who successfully complete this program will also be eligible for a "summer sandwich" and they will otherwise suffer no economic disadvantage under the current collective bargaining agreement.

**Section 8.** Participants in this program must be in residence during the "off" term and enrolled in courses according to the requirements of the Graduate School for GTFs.

**Section 9.** This article does not establish precedent nor does it in any way impact the current practices regarding teaching assignments for GTFs not participating in this program.

## **ARTICLE 20 - LAYOFF**

**Section 1.** Layoff is defined as a separation from university service during the period of a GTF appointment due to a reduction in force or a reduction in a department and shall not reflect discredit on a GTF.

**Section 2.** Whenever possible, layoff among GTFs will take place as part of a plan requiring reductions in force among some or all other University personnel. Order of layoff will be based on reasonable criteria. Layoff shall be implemented by providing GTFs with as much written notice of separation as possible, but no less than fifteen (15) days before the effective date stating the reasons for layoff. Affected GTFs shall be compensated for preparation time actually performed up to 20 hours, and for any actual work performed in addition to preparation time.

**Section 3.** Absent a University plan requiring reduction in force among GTFs, individual departments shall lay off GTFs only in the event a class is canceled due to inadequate course enrollment and all other appointment possibilities in the department have been exhausted. GTFs laid off due to inadequate course enrollment shall be paid for preparation time actually performed up to 20 hours, and for any actual work performed in addition to the preparation time.

**Section 4.** A GTF who is laid off shall be put on a departmental priority reappointment list until the end of that academic year or until another appointment of equal duration is made, whichever comes first. The department shall, upon request, provide the Union with its priority reappointment list. It is agreed that GTFs on said list shall receive first consideration by the department for other suitable appointment before employing new GTFs.

In the event of elimination or partial elimination of departments or programs, GTFs shall be notified in

accordance with Section 2 and their names placed on a priority reappointment list. GTFs on said list shall receive first consideration for suitable appointments in departments or programs of a cognate field and for non-academic appointments.

**Section 5.** If layoff occurs after the first day of compensable employment in any academic term, affected GTFs shall continue to have tuition waiver, per Article 21 (Tuition Waiver), for the term in which the layoff occurs and for the next academic term, excluding summer.

**Section 6.** A laid-off GTF on the priority list who declines a subsequent appointment offer by the University that is substantially similar to the position from which he/she has been laid off and for which he/she is qualified, shall be taken off the priority reappointment list for that term.

## ARTICLE 21 - SALARY

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

Workloads for GTFs shall be prorated on the percentage basis of FTE. For example, a GTF 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 |
|-----|-------------------|
| .2  | 88                |
| .3  | 131               |
| .4  | 175               |
| .5  | 219               |

**Section 1a.** During the academic year, minimum FTE assignments of GTFs 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 GTFs 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  
4-5 credit classes - minimum .49 FTE appointment

For four- or eight-week courses during the summer session, minimum FTE appointments of GTFs 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.** GTFs are encouraged to notify their supervisors at any time during the quarter if their GTF assignments require hours in excess of assigned FTE.

**Section 1c.** GTFs 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 GTF and the supervisor in advance of such an assignment.

**Section 2.** Effective September 16, 2004, the half-time (.50 FTE) one quarter salary rate on which stipends for GTFs in the bargaining unit are calculated shall be as follows:

|         | GTF I  | GTF II | GTF III |
|---------|--------|--------|---------|
| Minimum | \$3168 | \$3578 | \$3780  |

Effective July 1, 2003, a salary freeze was imposed on the university. In the event the freeze is lifted by September 1, 2005, the half-time (0.5 FTE) one-quarter salary rate beginning September 16, 2005 shall be calculated as follows:

|         | GTF I  | GTF II | GTF III |
|---------|--------|--------|---------|
| Minimum | \$3232 | \$3650 | \$3856  |

These figures represent a 2% increase to the GTF minimum salaries at each level. Salaries paid will be prorated according to percentage FTE of the appointment held. The minimum allowable appointment is .20 FTE for a full quarter.

Within 15 days of knowledge, the University President or his designee will notify the GTFF of the Governor's decision to lift the salary freeze, the effective date, and any pertinent restrictions on future pay increases.

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

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

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

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

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

GTFs 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.** Gross pay shall be stated in each individual GTF appointment contract. Monthly gross pay for full months shall be paid as stated in each individual GTF contract. 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 under the contract and working days of the particular partial month.

Each GTF shall be paid in full each payday for the month or fraction thereof which he/she has worked and which is covered by his/her appointment in accordance with the payroll salary distribution schedule described in Section 4 below. In the event that a GTF appointed for more than one academic quarter decides not to work as a GTF in one or more of the quarters for which the GTF has an appointment, overpayment will be returned to the University by the GTF immediately.

**Section 4.** All GTFs shall be paid no later than the last working day of each month they are employed. Pay for those GTFs who receive late appointments and whose payroll documents are consequently late in reaching the Payroll Department will be processed on the next available payroll. GTF payroll checks shall be made available after 8:00 a.m. on the last working day of each month.

**ACADEMIC YEAR APPOINTMENTS**

|          |             |  |
|----------|-------------|--|
| 12 month | 7/1 - 6/30  | 12 payments                                  |
| 9 month  | 9/16 - 6/15 | Sept and Jun 1/2 month; Oct - May full month |

**APPOINTMENT BY QUARTER**

|        |              |   |
|--------|--------------|---|
| Fall   | 9/16 - 12/15 | Sep and Dec 1/2 month; Oct - Nov full month |
| Winter | 12/16 - 3/15 | Dec and Mar 1/2 month; Jan - Feb full month |
| Spring | 3/16 - 6/15  | Mar and Jun 1/2 month; Apr - May full month |

**TWO-QUARTER APPOINTMENTS**

|               |              |   |
|---------------|--------------|---|
| Fall/Winter   | 9/16 - 3/15  | Sep and Mar 1/2 month; Oct - Feb full month |
| Winter/Spring | 12/16 - 6/15 | Dec and Jun 1/2 month; Jan - May full month |

**SUMMER SESSION**

|        |             |   |
|--------|-------------|---|
| Summer | 6/16 - 9/15 | June and Sep 1/2 month; July - Aug full month |
|--------|-------------|---|

**ARTICLE 22 - TUITION WAIVER**

**Section 1.** GTFs appointed at .20 FTE and above are exempt from payment of the instruction fee for up to 16 credit hours taken in any quarter to which the appointment applies. With the permission of the University, a GTF may be permitted to exceed the quarter limitation on credit-hour enrollment. The current overload instruction fee will be assessed for such excess hours as set forth in the Oregon State System of Higher Education, "Academic Year Fee Book,..." Instructional fee waivers will apply to the summer term under the conditions outlined in Article 18, Section 4.

**Section 2.** Effective in the Fall Quarter of 2004 and for the duration of this contract, contributions to non-instructional student body fees (excluding individual college/school resource fees and the Matriculation Fee) for GTFs appointed at .20 FTE and above will be set as follows:

|                             |  |
|-----------------------------|--|
| University Contribution Per |  |
|-----------------------------|--|

|                               |  |
|-------------------------------|--|
| Quarter:                      | \$227 plus any fee increases for the duration of this contract |
| GTF Contribution Per Quarter: | \$230  |

If the salary freeze described in Article 21 continues beyond September 1, 2005, the University will contribute an additional \$45 per quarter toward fees beginning September 16, 2005, reducing the GTF contribution to \$185 per quarter for the 2005-06 academic year.

The GTFF agrees not to bargain for changes to this fee structure during the term of the March 31, 2004 – March 31, 2006 contract.

**Section 3.** In the administration of the above policy, GTFs shall be required, as a term or condition of employment, to enroll for and maintain a minimum of nine (9) graduate credit hours toward the degree throughout the term but shall not be required to exceed that minimum. Nothing in this contract will preclude an academic advisor from recommending additional hours as appropriate for the student's academic program.

**Section 3a.** Graduate students who do not require academic credit to satisfy program or degree requirements, or who find that the needed or required courses are not offered in summer session, may be appointed to summer GTF positions. Those who receive such appointments are exempt from the graduate credit enrollment requirement.

**Section 4.** Nothing in this Article shall be interpreted to restrict the Oregon State Board of Higher Education in any manner in the exercise of their statutory duty to establish instructional fees.

## ARTICLE 23 - HEALTH INSURANCE

**Section 1a.** The University will make lump sum health insurance premium payments to the GTFF Health and Welfare Trust Fund (hereinafter referred to as the GTFF Trust Fund) for the purchase of health insurance by the GTFF Trust Fund.

The GTFF, in conjunction with their insurance carrier, has determined that the University contribution will be distributed according to the following schedule, based on the number of GTFs working per quarter. The first lump sum payment will be paid to the GTFF Trust Fund on October 20, or on the closest business day, for all academic appointments that have been approved by the Graduate School. Subsequent payments will be made on or about January 20, April 20, and July 20 (or on the closest business days):

Payment Per Quarter Appointment - Fall, Winter, Spring Quarters:

|                |          |
|----------------|----------|
| Individual GTF | \$402.39 |
| GTF w/Children | \$543.15 |
| GTF w/Partner  | \$602.24 |
| GTF w/Family   | \$741.83 |

Payment for Summer - All GTFs employed Spring Quarter, who pay their portion of the premium by the end of the grace period for summer payments, and for those GTFs employed in the Summer term, who choose to enroll on the health insurance plan:

|                |          |
|----------------|----------|
| Individual GTF | \$180.59 |
| GTF w/Children | \$320.18 |
| GTF w/Partner  | \$379.26 |
| GTF w/Family   | \$518.85 |

**Section 1b.** The joint University of Oregon and GTFF committee will continue to investigate alternatives to the current GTFF Health Plan. Only alternatives with comparable benefits will be considered. The joint committee's investigation will examine the feasibility of options to expand the pool of participants, such as joining the Public Employees' Benefits Board (PEBB) plan or an acceptable plan developed for students by the Oregon University System (OUS). As part of this effort, the parties will devise a cooperative strategy to assure the long-term viability of health insurance for GTFs. Any findings or recommendations of the joint committee concerning changes in health insurance providers or plan design must be negotiated by the GTFF and the University.

**Section 1c.** The parties will jointly petition the OUS Student Health Insurance Task Force to continue to have a GTFF representative on the committee.

**Section 2. LOAN FUND and PAYROLL DEDUCTION.** The University will allow GTF's 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 GTF's premium cost needs.

All GTFs will be eligible for this loan, which will be repaid to the University by means of payroll deduction. If no payroll deduction is available, GTFs 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.

GTFs 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 GTF must have an appointment in the term in which he/she applies for the loan. All insurance premium amounts loaned by the University to GTFs who have enrolled in the GTFF Health Plan will be included in the University's Fall term lump sum payment to the GTFF Trust Fund.

**Section 3.** The GTFF Trust Fund is solely responsible for the administration of any health care plan it offers. The GTFF Trust Fund Board of Trustees shall include one non-voting member appointed by the University administration.

**Section 4.** If the State Board of Higher Education or the State of Oregon determines, during the term of this agreement, that funds will be provided to fund health insurance benefits for GTFs at comparable or better coverage levels (including those extended to family members), with no lapse in coverage and at no increase in cost to individual GTFs, the University's health insurance contribution will be canceled effective with the end of the insurance year in which funding for health insurance becomes available. Funds in excess of the cost of individual coverage through a State plan shall be added to each GTF's gross monthly pay.

**Section 5.** The University will contribute an additional twenty-five thousand dollars (\$25,000) for the purchase of COBRA administrative services by the GTFF Trust Fund during the 2002-2003 fiscal year.

**Section 6.** GTFs on nine-month appointments who were employed during the Spring term and who have accepted 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.

**Section 7.** In the event that ODS increases the insurance premiums at the current benefit level during the term of this agreement, the GTFF agrees to recommend to the GTFF Trust to pay for any increases out of the accumulated unallocated premiums. The University and the Union agree to reopen this article in June of each year for the purpose of renegotiating the amount of the employer contribution to the GTFF Trust Fund. The GTFF agrees not to bargain for increases over and above the ODS rate increases or issues related to insurance, until June 2003. The re-opener in June 2003 will also include the amount of the University's contribution toward COBRA administration fees.

## **ARTICLE 24 - COURSES AS A CONDITION OF EMPLOYMENT**

No GTF shall be prevented from enrolling in courses outside the GTF's department as condition of employment. Such enrollment, however, shall not interfere with the academic progress toward a degree. In all cases, the provisions of OAR 580-22-030 must be observed.

## **ARTICLE 25 - LIBRARY PRIVILEGES**

For the term of this agreement all GTFs shall have the same library borrowing privileges as doctoral candidates. Doctoral students will continue to have priority in the assignment of library carrels.

## **ARTICLE 26 - JURY DUTY**

When actual jury duty service interferes with the work assignment of a GTF, that GTF shall be entitled to leave with pay for such time, and may keep any money paid by the court for such service if the GTF has applied to be excused or for a postponement until a time when the GTF has no working obligation and such request has been denied.

## **ARTICLE 27 - ELECTION DAYS**

On recognized Federal, State, County and City election days, the work shall be arranged to allow GTFs the opportunity to vote.

Foreign GTFs who wish and/or are required to vote in their national elections and can only do so at the consular agency, must provide the employing department with both reasonable advance notice and documentation. The employing department will arrange the work to allow the GTF adequate travel time to the nearest consular agency where the GTF may vote.

## **ARTICLE 28 - TOTALITY OF AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, the Union and the University had the unlimited right and opportunity, consistent with previously adopted ground rules, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all the understandings and agreements arrived at thereby are set forth in the Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration. The parties further assert that all obligations and benefits contained in this contract are the result of mutual agreement and compromise.

Except as provided in Article 22, the University and the Union during the term of this Agreement agree

that neither party shall be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

However, this Agreement may be altered, amended, supplemented, enlarged, modified, or provisions of it deleted with the mutual written consent of both parties.

## **ARTICLE 29 - SEPARABILITY**

Notwithstanding the provisions of ORS 243.702, Section 1, it is the expressed intent of the parties that in the event any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or rendered invalid through Federal or State regulation or decree, such decision shall not invalidate any remaining provisions of this Agreement. All other provisions not declared invalid shall remain in full force and effect unless mutually altered in writing. Upon the request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

## **ARTICLE 30 - NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purpose of negotiating a successor agreement, GTFF will send written notice to the University by October 1, 2005, specifying those subjects or sections of the Agreement it proposes to reopen and new subjects for negotiation. The University shall send written notice to the Union by October 1, 2005 specifying those subjects or sections of this Agreement it proposes to reopen as well as new subjects for discussion. New issues may be proposed by either party at the first meeting or later by mutual agreement. Those sections of this Agreement not reopened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement. Negotiation of the successor agreement shall begin no later than November 1, 2005, or such date thereafter as may be mutually agreed upon by the parties.

The Graduate Teaching Fellows Federation agrees to schedule a ratification vote by the membership within two (2) weeks, excluding finals week and/or summer session, of the date of signing a tentative agreement with the University on a successor Agreement. The Oregon State Board of Higher Education will ratify the Agreement at its next regularly scheduled meeting.

Under these circumstances, the terms and conditions of the current Agreement will remain in effect until a successor Agreement is reached.

## **ARTICLE 31 - PRINTING AND DISTRIBUTION OF THE CONTRACT**

Within thirty (30) days of the signing of the Collective Bargaining Agreement, the University agrees to print, at its own expense, 200 copies of the Agreement for the Union's use. In addition, the University agrees to provide the Union with an electronic copy of the Agreement for the GTFF website and to post it on the Graduate School and Human Resources websites and elsewhere as appropriate. The University agrees to provide notice of this website to all GTF employees in their contract letters with an offer to furnish a hard copy upon request.

## **ARTICLE 32 - 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  
P.O. Box 30066  
Eugene, Oregon 97403

For The University:

President  
University of Oregon  
Eugene, Oregon 97403

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

And

Chancellor  
Oregon University System  
P.O. Box 3175  
Eugene, Oregon 97403

## **ARTICLE 33 - NO STRIKES, LOCKOUTS**

**Section 1.** Neither the University nor the Union nor any GTF shall cause, engage in or sanction any lockout, strike, slowdown, walkout or refusal to work during the term of this Agreement.

**Section 2.** In the event of a strike by other employees of the University, no GTF will be required to perform work which was previously performed by a striking employee.

**Section 3.** The University shall have the right to any remedy to which by law or equity it is entitled for violations of this Article, including damage action and disciplinary action such as loss of pay, or discharge.

## **ARTICLE 34 - DEFINITIONS**

As used in this Agreement and except as its context may otherwise require:

1. "GTFF" means the Graduate Teaching Fellows Federation at the University of Oregon, American Federation of Teachers, Local #3544, AFL/CIO.

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

3. "Union" means the GTFF.
4. "University" means the University of Oregon, its administration, the Oregon University System, or the Oregon State Board of Higher Education, as the context may require.
5. "Board" means the Oregon State Board of Higher Education.
6. "Department" means an academic department or other employing unit (such as Erb Memorial Union) which employs GTFs.
7. "Agreement" means all the definitions, provisions, and terms set forth in this contract consisting of 34 articles; 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.
8. "Parties" means the GTFF and the University.
9. "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.
10. "Performance" means employment related performance.
11. "Evaluation" means employment related evaluation.
12. "Summer sandwich" means instructional fee waiver applied to summer term.

**ARTICLE 35 - TERM OF AGREEMENT**

This Agreement shall be effective from October 18, 2004, the date of ratification by the parties below, through March 31, 2006.

|   |   |
|---|---|
| FOR THE UNIVERSITY OF OREGON:   | FOR THE GRADUATE TEACHING FELLOWS FEDERATION: |
| David Frohnmayer, President   | Eric Lindgren, President                      |
| Richard Linton, Vice President for Research and Dean of the Graduate School | Jey Strangfeld, Chief Negotiator              |
| Linda L. King, Director of Human Resources                                  | David Cecil, Organizer                        |
| Chris Browning, Assistant Dean of Graduate Student Affairs                  | Chris Goff, Former President                  |
| Joe Sicotte, Associate Vice Chancellor for Human Resources, OUS             | Samantha Chirillo, Vice President COPE        |

The State of Oregon, acting by and through  
The State Board of Higher Education, on

Behalf of the University of Oregon

---

George Pernsteiner, Executive Vice Chancellor, COO  
Finance and Administration, OUS

## **APPENDIX A - LETTER OF AGREEMENT**

The University and the Union agree to meet during the term of this agreement to examine how technology is being used in the GTF workplace; how it may be used for new or established courses; and how much use affects GTF work assignments and workload.

## **APPENDIX B - LETTER OF AGREEMENT FAMILY AND MEDICAL LEAVE**

### **Section 1. Family Leave Requirement**

Subject to the eligibility requirements stated in Section 4 of this Article, GTFs shall be entitled to a total of twelve (12) 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 GTF for adoption or foster care; (3) the care of a spouse (or equivalent in accordance with Oregon state law), child, or parent of the GTF if a serious health condition exists; (4) a serious health condition of the GTF which makes the GTF unable to perform his or her 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.

### **Section 2. Notice Requirement**

The GTF shall provide his or her 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 GTF must give a verbal notice to his or her 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 GTF must provide such verification within fifteen (15) days of the request.

### **Section 3. Job Protection and Benefits**

After returning to work after taking leave under these provisions, a GTF is entitled to be restored to the position of employment held by the GTF 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 GTF returns in a term under which he or she did not have an employment contract or an expectation of such a contract with the University.

A GTF shall retain their tuition waiver and the University shall continue to pay health care premiums during the duration of the GTF's leave if the GTF remains enrolled and works a minimum of .20 FTE during the term in which family and medical leave is taken. Salary compensation will be adjusted to reflect changes in FTE.

If a GTF takes leave of absence after the normal filing date for declaring on-leave status, the GTF should contact the Graduate School for assistance in obtaining a complete withdrawal for the term. GTFs who take a leave of absence will lose their tuition waiver. A GTF that takes a leave of absence can maintain health benefits by paying COBRA premiums.

**Section 4. Eligibility**

Any GTF who has been an employee of the University, as a GTF, for at least one term preceding the term in which the leave is requested is eligible for leave according to the above terms.

**Section 5. Duration**

This Letter of Agreement shall expire on March 31, 2006 unless the parties agree to continue it.

**APPENDIX C****I. DATA DELIVERY****A. GTF Data Lists**

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

- Name
- UO ID Number
- Mailing Address
- Telephone Number
- Class Level (Masters, Doctoral)
- Major
- First Term of Attendance
- Hire Department
- FTE
- GTF Level (I, II, III)
- Term(s) of Appointment (F,W,S)
- Monthly Pay

The University will provide the Dues--Fair Share list that incorporates all of the following elements:

- Name
- Bargaining Unit Status (Fair Share or Full Member)
- Funds Collected

The GTFD and Dues/Fair Share lists will be provided to the GTFF according to the Schedule of Data Delivery below.

In addition to the GTFD list the University will provide lists identified as "Updates." Updates contain GTF appointments that have been submitted to the Graduate School, but which have not yet been verified and approved by the Graduate School or submitted to the payroll office. The Updates include the following information:

- Name
- UO ID
- Hire Department
- Terms/Notes\*

\*The "Terms/Notes" entry may contain one or more of the following: the terms of appointment (F, W, S) for the most current contract, and/or other changes (e.g., name or ID number).

## B. Schedule of Data Delivery

| Month     | Academic Year Update** and GTFD Lists | Dues -- Fair Share List | Summer                         |
|-----------|---------------------------------------|-------------------------|--------------------------------|
| September | Updates<br>GTFD 9/30                  | X                       | Final Summer 9/30              |
| October   | Updates                               | X                       |                                |
| November  | Updates<br>GTFD 11/30                 | X                       |                                |
| December  | Updates                               | X                       |                                |
| January   | Updates                               | X                       |                                |
| February  | Updates<br>GTFD 2/28                  | X                       |                                |
| March     | Updates                               | X                       |                                |
| April     | Updates                               | X                       |                                |
| May       | Updates<br>GTFD 5/31                  | X                       |                                |
| June      | Updates<br>GTFD 6/30                  | X                       | Preliminary - 2nd week of June |
| July      |                                       | X                       | Updates                        |
| August    |                                       | X                       | Updates                        |

\*\*Updates will be delivered on the 1st and 15th, and/or as needed, in each of the months in which they are listed.

C. The GTFF will provide to the University lists of GTFs 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 GTF Payroll Specialist in the University's Graduate School.

D. Modifications to the format of the GTFD list can be made with the agreement of the GTFF Benefits' Administrator and the GTF Payroll Specialist in the Graduate School.

## II. Model Consent Language

Acceptance and Consent

If you accept the position by signing below, you will be (1) accepting this GTF 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, 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 (GTF I, II, or III).

I accept: \_\_\_\_\_ Date: \_\_\_\_\_

I do not accept: \_\_\_\_\_ Date: \_\_\_\_\_

### Release

You must indicate by checking one of the boxes below whether or not you authorize the University of Oregon to release the following additional information to the Graduate Teaching Fellows Federation (GTFF) and, when necessary to administer insurance, the Union's Health and Welfare Trust: your UO ID Number, your monthly pay, bargaining unit status (i.e., whether you are a fair share or full member), and funds collected in relation to bargaining unit status. The GTFF needs this information to verify access to health insurance benefits and for matters related to payroll deduction and other business practices. Your contract will not be processed if you leave this section blank. Your authorization to release information to the GTFF will remain in effect for the duration of this contract.

\_\_\_ Yes, I authorize the University of Oregon to release this information to the GTFF.

\_\_\_ No, I do not authorize the University of Oregon to release this information to the GTFF.

## **APPENDIX D - LETTER OF AGREEMENT**

The University agrees to waive the fee for the SPEAK test which is required for the assignment of all non-native English speaking Graduate Teaching Fellows.

## **APPENDIX E - LETTER OF AGREEMENT CHILD CARE**

### **Section 1. Policy**

The University and the GTFF agree that child care for all graduate students, including those covered by this agreement, is an important issue. Accordingly, the parties agree that child care provisions will be a subject of discussion during subsequent negotiations.

### **Section 2. Family Issues GTF Position**

The University agrees to fund one 0.4 FTE GTF position to work on family issues. The GTFF and the University will determine the job description and the duties for this GTF position. In an effort to gather information on GTFF needs and available child care subsidies, the person in this position will represent the GTFF on the University's Child Care and Family Support Committee. The person in this position will report quarterly to the GTFs with Children Committee or the GTFF Vice President of Member Communications. Additionally, the University will petition the ASUO to include the person in this position on the ASUO's Child Care Task Force Committee.

**Section 3. Duration**

This Letter of Agreement shall expire on March 31, 2006 unless the parties agree to continue it.

**APPENDIX F - LETTER OF AGREEMENT**

In the event that the implementation of HRIS requires a change in pay cycles, the Union agrees to reopen Article 21, Section 4, at the request of the University, to negotiate the necessary changes.

**APPENDIX G - LETTER OF AGREEMENT**

In carrying out the duties and responsibilities of a GTF appointment, situations may arise in which a GTF feels that she/he has been exposed to inappropriate behavior or actions on the part of students, staff, or faculty advisors/supervisors. Such behavior or actions may not fall within the applicable articles of the Collective Bargaining Agreement but may need some form of intervention to resolve the conflict. In some cases, especially when a GTF experiences disruptive, threatening or violent actions, special forms of intervention may be required. Suggested forms of interventions include the following:

- a) When dealing with perceived inappropriate behavior or actions by a faculty advisor/supervisor, the GTF should contact the appropriate Department or Unit Head to define a suitable course of action. The Assistant Dean of Graduate Student Affairs within the Graduate School can be contacted for additional assistance in working with the Department or Unit involved.
- b) When unable to resolve concerns about disruptive behaviors by students, the GTF should bring such issues forward to Student Judicial Affairs.
- c) When confronted with threats or acts of physical violence, the GTF should immediately contact the University's Department of Public Safety.

