


UO Proposal

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August 13, 2010

## 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, non-membership 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.** Each hiring unit shall endeavor to apprise GTFs of available assignments at least four weeks prior to the start of classes, to afford the GTFs an opportunity to indicate their preference of assignments.

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

When unexpected variations in student enrollment occur requiring the addition or deletion of course sections, assignments may be changed after students register for classes. An effort shall be made to avoid conflicts between the GTF's course schedule and his or her GTF assignment.

If course assignments offered in writing are subsequently changed, the hours spent in preparation for the original assignment shall be credited for the purpose of determining workload. If within the year the assignment for which preparation credit was assessed is offered to the 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 4.** A GTF has the right to a clear statement of duties that outlines the GTF's participation in the academic process. ~~Therefore, a~~ **At the time of hire the appointment offer, each department or administrative unit shall provide the graduate student with written instructions on how to access the department or administrative unit's General Duties and Responsibilities Statement. 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 5.** 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. **These criteria must be as specific as reasonably possible and must include objective measures (e.g., GPA, limits on the number of incompletes, and deadlines and/or timelines for passing qualifying exams or proposing one's thesis).**
- i) **Discrimination Grievance Procedures: -pamphlet. (See online version)** To file an employment-related discrimination grievance, GTFs are encouraged to contact the Graduate Teaching Fellows Federation. For discrimination grievances that pertain to a GTF's role as a student, graduate students should refer to the student section of the AAEO Discrimination Grievance Procedures online (<http://aaeo.uoregon.edu/booklet.html>).

The 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 6.** The Graduate School will make the GDRS available on its website in an easily

accessible, electronic format. The copy of the GDRS contained on the Graduate School website shall be considered the master copy, and any electronic or non-electronic distribution of the GDRS must be made from this copy. The Graduate School should maintain and allow access to copies of out-of-date GDRSs. At the time of hire, GTFs shall be provided with instructions on how to access 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 7.** In accordance with Article 31, the GTF will be responsible for distribution of the current collective bargaining agreement to GTFs.

**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.

**Section 9.** In recognition of the variable or flexible schedules associated with many research projects, GTFs with 12-month or 9-month research appointments shall have the right to take up to 10 days of leave of leave which may be contiguous during their appointment year, provided the procedures outlined in this section are followed. Such leave shall not reduce or otherwise interfere with the GTFs' obligation to fulfill the hours required of their assigned FTE. This provision does not apply to time off for academic employee holidays, research schedule permitting, unless these holidays fall within the period of 10 day contiguous days for which leave is being requested.

Leave dates and duration will be decided by mutual agreement between the GTF and the supervisor as the research schedule permits. To assure adequate consideration, a request for such a leave must be made in writing, either electronically or in hard copy, to the supervisor at least two weeks in advance of the beginning of the leave. If mutual agreement cannot be reached, the GTF shall have the right to time off during the last 10 days of their appointment contract, provided the GTF submits a signed document to the employing unit attesting that all FTE requirements have been fulfilled. This document must be submitted two weeks prior to the expiration of the appointment.

This section does not preclude the customary informal arrangements between the research GTF and supervisor to accommodate other absences, as long as the GTF fully meets the duties and responsibilities associated with the assigned FTE for the position.

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

**Section I. Facilities and Services**

The University shall provide each GTF with access to facilities and services conducive to carrying out his/her assignment (i.e., teaching, research, or administration) in a professional atmosphere, including reasonable office or desk space; reasonably secure storage space for books, papers, and supplies; and reasonable access to a telephone and computer. Each GTF shall also have reasonable access to private facilities for conferring with students and faculty and for other job-related purposes. GTFs shall be provided desk copies of, or electronic access to, all texts required for their assignment.

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

- a.) Workspace
  - i. Working locks on doors
  - ii. Properly and securely installed partitions and shelving
  - iii. Safe and appropriate furnishings
- b.) Private Meeting Space
  - i. Access to space suitable for private meetings for GTFs with teaching assignments either as instructor of record or as lab/discussion leader
- c.) Access to Telephones and Computers
  - i. Easy and reasonable access to telephones necessary to carry out work assignments
  - ii. Easy and reasonable access, at least during standard working hours, to computers equipped with software typically provided other departmental staff and as it relates to GTF assignments
- d.) Access to Office Supplies, Photocopies and Printouts
  - i. GTFs working under the direction of an instructor of record (as teaching assistants, lab leaders, or discussion section leaders), administrative GTFs, and research GTFs shall have access to supplies necessary to accomplish the tasks associated with their assignments as directed by their supervisors. These shall be

available at no personal cost to the GTFs and does not preclude limitations placed upon the supervisors or instructors of record.

- ii. GTFs working as instructors of record shall have limits on quantity and out-of-pocket costs for necessary supplies that are substantially similar to other instructional staff with comparable instructional assignments in the department. Access to these supplies shall be available at least during departmental standard working hours.

**e.) GTF Assistance**

- i. **Departments with GTFs who work as instructors of record shall specify how GTF assistance for the instructor-of-record GTFs shall be apportioned.**

**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 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.
- g) Once the time and location of assignments have been established, a GTF who has security concerns about these aspects of his or her assignment will have until one week prior to the start of classes to submit a petition to the hiring unit stating his/her reason for requesting a reassignment. The hiring unit will prescribe a remedy and/or make an effort to reassign the GTF.

If the hiring unit is unable to reassign the GTF or prescribe a remedy acceptable to the GTF, he/she may either accept the original assignment or resign his/her appointment for the term.

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

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

**Section 3.** The Union may provide to the University a list in priority order of those facilities and services it believes do not meet the requirements of Section 1 and Section 2 of this Article. Within forty-five (45) days of presentation of the list, the University shall advise the Union of its evaluation of the list and the University's plan to remedy those items which it believes to be deficient.

**Section 4.** Suppression of electronic publication by the University of information about a GTF shall be by active permission of the GTF.

**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 or used as a factor in future hiring decisions unless accompanied or followed by a written statement, which shall be included in the employee's personnel file consistent with the terms of this agreement.

**Section 3.** No 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 a discharge or reduction of duties 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) The reviewer shall conduct a thorough and fair investigation to determine if established University or departmental policies have been violated.
- e) **d)** Should the reviewer agree with the supervising professor, the disciplinary action may take place.
- e) The disciplinary action should be applied even-handedly, fairly and appropriately.
- f) All documents generated in compliance with Article 16, Section 5, should be placed in the employee's personnel file in accordance with Article 11.

**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. If a GTF is discharged on the basis of less than satisfactory progress toward the degree, the department/unit must inform the student of this in writing, citing the criteria for satisfactory academic progress that have not been met. This communication should be documented and placed in the student's file in accordance with the provisions of Article 11. Graduate students may grieve departmental decisions related to satisfactory progress through the Graduate Student Academic Grievances procedure outlined in the Oregon Administrative Rule, 571-003-1020.

**Section 8.** Each academic department shall have ~~general~~ **written criteria defining satisfactory progress filed with the contract administrator. These criteria must be as specific as reasonably possible and must include objective measures (e.g., GPA, limits on the number of incompletes, and deadlines and/or timelines for passing qualifying exams or proposing one's thesis).** ~~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.

Each department and employing unit which appoints GTFs shall **have a standing committee, made up of at least three members, to evaluate GTF applications.** The standing committee shall rank applicants and shall base rankings and appointments and reappointments on written criteria for selection. These criteria should address issues such as:

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

**Each department and employing unit must maintain GTF search records (including applicant rankings) in accordance with the Oregon Administrative Rules governing personnel files for student employees. In the event of a grievance related to hiring procedures, this information, redacted in accordance with the Family Educational Rights and Privacy Act (FERPA), will be made available to the University and the Union.**

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

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.

If a department or employing unit does not offer a reappointment on the basis of less than satisfactory academic progress toward the degree, the department/unit must inform the student of this in writing, citing the criteria for satisfactory academic progress that have not been met. Graduate students may grieve departmental decisions related to satisfactory progress through the Graduate Student Academic Grievances procedure outlined in the Oregon Administrative Rule, 571-003-1020.

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

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. **Unsuccessful candidates who wish to obtain additional information regarding the hiring decision shall have the right to make an appointment with the department head or graduate program director.**

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.~~

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

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

The University agrees to post all 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 layoff 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 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
.20	88
.30	131
.40	175
.50	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, **2010**, the half-time (.50 FTE) one quarter salary rate on which stipends for GTFs in the bargaining unit are calculated shall be increased by **1%** as follows:

	GTF I	GTF II	GTF III
Minimum	<b>\$3893</b>	<b>\$4396</b>	<b>\$4643</b>

Effective September 16, **2011**, the half-time (.50 FTE) one quarter salary rate on which stipends for GTFs in the bargaining unit are calculated shall be increased by **3%** as follows:

	GTF I	GTF II	GTF III
Minimum	<b>\$4010</b>	<b>\$4528</b>	<b>\$4782</b>

Salaries paid will be prorated according to percentage FTE of the appointment held. The minimum allowable appointment is .20 FTE for a full quarter.

**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 toward a doctoral degree, or c) completed 45 credit hours toward a doctoral degree and have written recommendation of the head of their major department.

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

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.** 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.

**Section 4.** 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 5.** All GTFs shall be paid no later than the last working day of each month they are employed. GTF payroll checks shall be made available after 8:00 a.m. on the last working day of each month. Pay for those GTFs who receive late appointments and whose payroll documents are consequently late in reaching the Payroll Department will be processed as soon as possible.

#### 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
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**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 ~~2008~~ **2010** and for the duration of this contract, university-wide mandatory student body fees (~~excluding individual college/school resource fees~~) for GTFs appointed at .20 FTE and above will be paid as follows:

University Responsibility	Energy surcharge, technology fee, building fee, health service fee, registration fee, Recreation Center fee, matriculation fee (for those GTFs whose first term as GTFs is the term in which they matriculate), <b>any individual college/school resource fee</b> , and the incidental fee minus \$140
GTF Responsibility	\$140 of the incidental fee

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

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

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

**Section 5.** Nothing in this Article shall be interpreted to restrict the 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 (excluding administrative costs as described in Section 5) to the GTFF Health and Welfare Trust (hereinafter referred to as the GTFF Trust) for the purchase of health insurance by the GTFF Trust.

The GTFF Trust, in conjunction with its insurance carrier, has determined that the University contribution will be distributed according to the schedule found in Appendix H. The first lump sum payment will be paid to the GTFF Trust on October 20, or on the closest business day, for all eligible GTFs enrolled in the health insurance plan. Subsequent payments will be made on or about January 20, April 20, and July 20 (or on the closest business days).

Payment for Summer -- All GTFs employed Spring Quarter who **are continuing in their graduate program and who** pay their portion of the premium by the end of the grace period for summer payments, and ~~for~~ those GTFs employed in the Summer term who choose to enroll on the health plan, will receive University contributions according to the schedule found in Appendix H.

~~The University agrees to increase its payments as necessary in 2008-09 to cover cost increases up to 20% to maintain the current level of benefits. If there is more than 20% increase in any one plan year, the University agrees to pay for 90% of the increase over and above the 20% guarantee. See Appendix H for the current rates and Appendix I for information on current level of benefits.~~

**2010-11:** The University will increase its payments as necessary for the 2010-11 plan year to cover 90% of premium cost increases up to 10% to maintain the current level of benefits. The university will pay the full cost of premium increases in excess of 10% to maintain current benefits levels. **The GTFF will recommend to the GTFF trust that contribution increases for GTFs be accessed through increased contributions for summer coverage and/or contributions paid by GTFs for spouse/partner and/or child(ren) coverage. The GTFF agrees to apply any balance in the Trust due to the University's overpayment of premiums in previous years toward the University's contribution for 2010-11.**

**2011-2012:** The University will increase its payments as necessary for the 2011-12 plan year to cover 90% of premium cost increases up to 10% to maintain the current level of benefits plus changes mandated by the national health care reform legislation. The GTFF will recommend to the GTFF trust that contribution increases for GTFs be accessed through increased contributions for summer coverage and/or contributions paid by GTFs for spouse/partner and/or child(ren) coverage.

~~Health plan benefits will be maintained at the current level for the 2010-2012 plan years. If the cost increases of the health plan are less than 10% in total for the two-year period (2010-12), the university will provide recurring funds to raise the cap on the maximum annual benefit from the current level of \$250,000 to \$500,000 beginning with the 2012-13 plan year.~~

*To recommend to the Trust*

**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.

**Section 3.** The GTFF Trust is solely responsible for the administration of any health care plan it offers. The GTFF will recommend to the Trust that the GTFF Trust Board of Trustees give voting rights to the member appointed by the University administration.

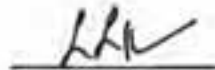
**Section 4.** The University will contribute ~~seventy-five thousand dollars (\$75,000)~~ **eighty-five thousand dollars (\$85,000)** to cover the costs of health insurance administrative services incurred by the GTFF Trust, including students receiving coverage through COBRA and training grants, ~~which includes access costs for training grant trainees,~~ for each fiscal year through **2011-12**. This fee will be paid on September 16 or the closest business day.

**Section 5.** 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 6.** The University and the Union agree to reopen this article in June 2009 for the purpose of renegotiating the amount of the employer contribution to the GTFF Trust for the 2009-2010 academic year.~~

UO Proposal

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August 13, 2010

**ARTICLE 31  
NEGOTIATION OF SUCCESSOR AGREEMENT**

For the purpose of negotiating a successor agreement, GTFF will send written notice to the University by October 15, ~~2009~~ 2011, 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 15, ~~2009~~ 2011, 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 15, ~~2009~~ 2011, 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 35**  
**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.
13. **"Written" or "in writing" may mean either information conveyed electronically or on paper.**
14. **"Document" means written communication on paper or printed copy of an electronic message.**

**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, ~~2010~~ **2012**, unless the parties agree to continue it.

UO Proposal

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August 13, 2010

## APPENDIX C - DATA DELIVERY

### 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  
Email Address  
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 (fall, winter or spring during the academic year or summer only)  
Monthly Pay  
US Citizenship Status  
Differences from previous GTFD list (effective January 1, 2011)

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  
UO ID Number

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

#### ~~B. GTF Update Lists~~

~~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" entry should indicate the term(s) or dates for which the GTF has been hired, using the standard "F, W, S" and/or "U" abbreviations or the proper dates.  
 In the case of an appointment resignation, the "Notes" field will contain the word "resign" along with the affected term(s).

**C. Department Abbreviation Lists**

The University will provide a list containing all University departments and their abbreviations as they appear in the lists defined in Sections A and B above.

**D. B. Schedule of Data Delivery**

**The Dues/Fair Share lists will be provided to the GTFF monthly.**

**Academic year: GTFD lists will be prepared for pick-up every Monday between September 1 and October 18, and on the 1<sup>st</sup> and 15<sup>th</sup> in all other months during the academic year.**

**Summer (beginning summer 2011): GTFD lists will be prepared for pick-up on the 1<sup>st</sup> and 15<sup>th</sup> of the month, from June 15 through October 1.**

In addition to the lists noted in the table below, the University will provide six GTFD Lists to the GTFF per academic year, beginning September, 2008. Representatives from the Graduate School and the GTFF will meet no later than June 15, 2008, to identify and document dates for GTFD List transmission.

Month	Academic-Year-Update Lists**	Dues—Fair Share List	Summer
September	Updates	X	Final Summer 9/30
October	Updates	X	
November	Updates	X	
December	Updates	X	

January	Updates	X	
February	Updates	X	
March	Updates	X	
April	Updates	X	
May	Updates	X	
June	Updates	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.**

**E. 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.

**F. 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, email, mailing address, telephone number, class level (Masters, Doctoral) and academic major, first term of attendance at the University of Oregon, and teaching assignment, which means hire department, FTE, term(s) of appointment (F,W,S), and level (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), **US citizenship status**, 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.

**I also permit the University, in accordance with Article 17, Section 1 of the CBA, to release to the GTFF my rank in the applicant pool for this appointment.**

**APPENDIX H – Letter of Agreement**

**Health Insurance Contribution Rates**

The University and the Union agree that it is important and useful to list the rates that both the University and individual GTFs contribute to the health insurance plan (see Article 23). Both parties acknowledge, however, that listing one static rate for a multi-year plan is not useful, as the amount that each party contributes toward the total cost of the health insurance plan will change over the life of this agreement. As such, both parties agree that the electronic version of this document shall change from year-to-year to reflect the most up-to-date information about the contributions to the health insurance plan.

The rates for the ~~2007-8~~ **2010-11** academic year **are reflected below.** ~~(listed below) include the premium costs, and administrative fees. After 2007-08, administrative fees will be paid separately and not reflected in the rates found in this appendix. (See Article 23, section 5.)~~

<b>F, W, S Quarters</b>	<b>Total Cost</b>	<b>UO Contribution</b>	<b>GTF Contribution</b>
Individual GTF			
GTF w/Children			
GTF w/Partner			
GTF w/Family			

<b>Summer Quarter</b>	<b>Total Cost</b>	<b>UO Contribution</b>	<b>GTF Contribution</b>
Individual GTF			
GTF w/Children			
GTF w/Partner			
GTF w/Family			

The rates for the ~~2008-9~~ **2011-12** academic year are:

<b>F, W, S Quarters</b>	<b>Total Cost</b>	<b>UO Contribution</b>	<b>GTF Contribution</b>
Individual GTF	\$	\$	\$
GTF w/Children	\$	\$	\$
GTF w/Partner	\$	\$	\$
GTF w/Family	\$	\$	\$

<b>Summer Quarter</b>	<b>Total Cost</b>	<b>UO Contribution</b>	<b>GTF Contribution</b>
Individual GTF	\$	\$	\$
GTF w/Children	\$	\$	\$
GTF w/Partner	\$	\$	\$
GTF w/Family	\$	\$	\$

UO Proposal

TA

August 13, 2010

**APPENDIX I—Letter of Agreement**

**UPDATES TO GTFF HEALTH INSURANCE PLAN AND GTF TOTAL COMPENSATION**

**Section 1.** To keep the health insurance plan updated and to enhance total compensation for GTFs, while maintaining the basic structure of the salary and benefits packages addressed in Articles 21, 22 and 23, the GTFF and the University agree to the following benefit improvement.

~~Beginning September 16, 2008, the University will increase its contribution by \$250,000 annually to cover the cost of increasing the maximum annual benefit of \$100,000. The GTFF Trust will determine the amount of the benefit increase. This payment increase will be reflected in Appendix H.~~

**Section 2.** The University will increase its portion of payments for GTFs with Child(ren) and GTFs with Families by \$100 per quarter effective Fall quarter 2008. This payment increase will be reflected in Appendix H.

TA 



August 13, 2010

## Letter of Agreement

### Ongoing Systematic Monitoring of Course Load

During AY 2010/11 the University will develop a reporting system that allows the contract administrator to regularly monitor GTF course load both individually and in summary with exception and trend reports. Data of end of term individual and average class enrollment by department and class type for GTF-taught classes will be provided to the GTFF. GTF-taught classes will include classes in which GTFs are instructors of record, lab assistants, or discussion leaders. To the extent possible, the University will also include classes in which GTFs serve as graders.

A working group of university officials will convene by the beginning of fall term to develop the report with an initial report by the middle of winter term. The GTFF may elect to send a representative as a member of the working group to develop the report. The GTFF representative will be able to report on the progress to the GTFF. Alternatively, the university (grad school) will report to the GTFF and departments on the progress. Fully developed reports will be available by the end of spring term (July 1) thus allowing monitoring on a comparative basis to commence for AY 2011/12.