This document summarizes key changes to the 2014-16 UO-GTFF Collective Bargaining Agreement that was ratified on December 19, 2014 and took effect immediately thereafter. Topics include:

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**Increases to Minimum Salary Rates (Article 21)**

A 5% increase in each year of the 2014-16 UO-GTFF CBA was negotiated for the minimum salaries, which are bargained each cycle. Resulting minimum salaries can be found on the Graduate School website. <http://gradschool.uoregon.edu/staff/gtf-appointments/gtf-appointment-costs#salary>

Budgets are not being augmented centrally for this increase.

*SCHEDULE for Retroactive Pay*

1.     GTFs with fall and winter appointments received the retroactive increase amount (up to 5%, depending on unit’s previous pay rates) for September 16-December 31 paid in, or alongside, the January paycheck.

2.     The retroactive increase amount (up to 5%, depending on unit’s previous pay rates) for September 16-December 15 for students who had fall-only GTF appointments were distributed via Direct Deposit or mail (depending on the employee’s settings) by February 2, 2015.

*FUTURE APPOINTMENTS*

In every unit in which the pay rates were less than the above-listed new minimum rates, the 2014-15 pay rates have been re-established at the new minimum rates.  These units must now appoint any new GTFs at the new minimum rates. That is, all notices of appointment and PRFs submitted must bear the new rates.

*INCREASING THE UNIT’S PAY RATE*

There is a process by which a unit may establish new pay rates for future appointments. First, the unit must obtain specific, prior written approval for the new annual rates by their dean's/VP’s office. Second, the unit must complete a GTF Annual Rate Increase Disclosure form that cites the date the increase is to take effect (retroactive increases, at this point, may not be requested). The GTF Annual Rate Increase Disclosure form can be found at: <http://gradschool.uoregon.edu/staff/gtf-forms>

**Tuition Waiver and Mandatory Fee Subsidies during the Academic Year (Article 22)**

The University will continue to cover tuition for 9-16 credits, and all but $61/term in mandatory fees. This year, fees are $576, an $82 per term increase over 2013-14. Budgets are not being augmented centrally for this increase in cost.

**Insurance (Article 23)**

Current year premium rates and new benefits took effect on September 16, 2014 and are already in place. The University continues to cover 95% of employee and dependent coverage. The University now pays $92,500 per year to the GTFF to administer the insurance plan.

**SEVIS Fee Reimbursement (Article 22)**

The SEVIS (Student and Exchange Visitor Program) Fee is a $180-$200 one-time fee paid by all international students to the federal government. To be eligible for reimbursement of the SEVIS Fee, students must:

·       Have paid the SEVIS Fee to attend their current UO graduate program

·       Have matriculated (began) in their current UO graduate program in Fall 2014 or later

·       Have been employed as a GTF in the term in which they matriculated into their current UO graduate program

·       Have not already been reimbursed for the SEVIS Fee payment by another source

Each term, the Graduate School will identify eligible students (there are usually 50-55 per year, all but 1-2 will be identified in the fall term). Each student will be emailed directly and invited to submit a request for reimbursement. A central fund to process the reimbursements has been set up. The Graduate School will make the reimbursements via Resource Aid to the student’s UO billing account (and on to the bank account of those who have Direct Deposit).

A SEVIS Fee Reimbursement webpage has been developed: <http://gradschool.uoregon.edu/SEVIS-fee-reimbursement>. Departments are expected to share this with their incoming students.

**Summer Tuition Waiver and Summer Enrollment (Article 18)**

A summer tuition waiver, formerly known as the "Summer Sandwich" tuition waiver, is a benefit extended to students meeting one of three GTF appointment criteria.

|  |  |
| --- | --- |
| ELIGIBILITY CRITERIA: | ACTION NEEDED: |
| 1. A summer term GTF appointment. | No action needed. The tuition waiver will be applied with the appointment. |
| 2. A GTF appointment in any two quarters of the preceding academic year (that is, the preceding fall, winter, and spring). | Complete and submit the [Summer Tuition Waiver Request](http://gradschool.uoregon.edu/sites/gradschool2.uoregon.edu/files/GTF%20Request%20for%20Summer%20Tuition%20Waiver.pdf) by **May 10** to ensure it is processed before the start of the applicable summer term. Forms will be accepted through September 10 following the applicable summer. |
| 3. A fiscal year GTF appointment that includes the applicable summer (that is, the dates on the Notice of Appointment are July 1-June 30 and the assignment is for research). | No action needed. The tuition waiver will be applied with the appointment. |

The website and form have been updated: <http://gradschool.uoregon.edu/gtf/summer-sandwich>   
NOTE: The form no longer requires the department to confirm an appointment or the intent to offer an appointment.

*SUMMER ENROLLMENT*

Departments may not disallow enrollment in the summer. This is now specifically stated in the CBA (see Article 18).

The waiver now covers all classes that will be used to meet requirements for the degree except those classes with irregular fees (e.g., self-support courses). That is, enrollment in classes that are not being used to meet requirements for the degree (e.g., courses for personal enrichment) are no longer to be covered. Implementation of this provision for Summer 2015 is still being determined and will be announced once finalized.

**Layoff (Article 20)**

Once a GTF has been provided with a Notice of Appointment (contract), he/she may no longer be laid off due to lack of or insufficient enrollment in the course to which he/she has been assigned. Do not withhold making assignments for courses with predictable enrollment. It is still an expectation that teaching GTFs be apprised of their course assignments at least two weeks before the start of classes (Article 9, Section 3). However, the contract also allows for shorter notice due to circumstances such as changes in the course or sections being offered and unexpected variations in student enrollment. Therefore--when hiring specifically for courses or sections with unpredictable enrollment-- it is now advisable to wait until the course meets minimum enrollment goals before offering a formal Notice of Appointment.

While the Graduate School’s priority submission deadlines for each term are important for ensuring that GTFs receive timely pay and benefits (insurance eligibility and tuition and fee waivers), units that offer an appointment late due to unpredictable enrollment should be aware—and should communicate to the GTF—that the GTF’s pay and set-up of benefits (tuition waiver, fee subsidy in fall/winter/spring, and insurance eligibility) may be delayed.

Here is some suggested text for contacting a prospective GTF during the summer planning phase, before enrollment is stable enough to offer an appointment:

*Dear [NAME]:*

*[DEPARTMENT] may be offering [COURSE] this summer, contingent on sufficient enrollment to support the course.*

*Once the enrollment level has met minimum requirements to hold this course, we would like to offer you an opportunity to teach the course, provided you are interested. We expect to have sufficient information to determine whether the course will be offered no sooner than [DATE—for summer, and depending on the course, this would be some date in May or June]. Details of the potential assignment are as follows.*

*Course Dates:*

*Course Times:*

*Appointment Level: GTF I/II/III*

*FTE:*

*Estimated Monthly Gross Salary:*

***This is not an offer of appointment.*** *Once a Notice of Appointment is offered to you and you return the signed Notice, we will proceed with setting up the appointment (salary, tuition waiver, insurance eligibility and subsidy). If the Notice is not created and subsequently returned to the department after the Graduate School’s priority submission deadline on [DATE-- for summer 2015, this would be May 8], your salary and benefits may not be in place before the start date of this course.*

*Please let us know if you are interested in this opportunity.  Your response is not binding.  Additionally, if you are offered another opportunity without similar contingencies, you may accept it even after expressing interest in this position.*

See Article 20, Layoff, for information about layoff criteria, notification, etc. Feel free to contact HR or the Graduate School if you believe you have a situation warranting GTF layoff.

**Workload Allocation Forms: Fostering Dialogue between Supervisors and GTFs about Workload**

**(Article 9)**

In order to foster a shared understanding of tasks and workload expectations between GTFs and their individual supervisors, departments must make available a tool for voluntary use known in the CBA as a “Workload Allocation Form”. This is outlined in Section 5 of Article 9, Work Agreement/Work Assignment.

Workload Allocation Forms, already in broad use by some departments, are a means of documenting the specific tasks associated with an individual GTF’s work assignment and how long those tasks are expected to take over the course of the academic term. While GDRS documents commonly include ranges of time particular to general assignments (e.g., the Math Department’s GDRS says that its instructor GTFs spend 3-4 hours/week in class, 6-8 hours/week in preparation, 2-4 hours/week grading, etc.), the Workload Allocation Form is to be completed between an individual GTF and his/her supervisor, ideally at the beginning of the term, as a means of documenting a shared understanding of expectations and providing a basis for future discussion. Should a particular task take a GTF more time than expected, reviewing the form with his/her supervisor provides an opportunity for clarification, training, or adjustment.

*MAKING THE FORM AVAILABLE*

The Graduate School has collected a number of forms currently in use. On the last page of this document is a template that departments may use as a basis as they create or revise their own department-specific form(s). Going forward, all workload allocation forms should contain the following three elements.

1. Text that reads:

*“GTF AND SUPERVISOR, PLEASE REVIEW: The above time allocation represents approximate times expected for each of the major components of the GTF assignment. Times will need to be adjusted by the GTF as needs dictate. Although the instructor/supervisor will always attempt to avoid making requests of the GTF that would cause the hours worked to exceed the total required hours per quarter, the GTF is expected to inform the instructor/supervisor if the sum of effort asked seems likely to exceed or fall short of the total hours required. It is understood that hours are likely to be distributed so that work in some weeks may be much heavier than in others due to programmatic needs such as when midterms, finals, and other assignments are due. In general, GTFs should notify their supervisors as soon as is practicable during the academic term if they anticipate their total work assignment will exceed their FTE.*

*“A variance or deviation from the above time allocation for each specific work duty does not constitute a violation of this UO-GTFF Collective Bargaining Agreement and may not be grieved. However, A Union representative shall be allowed to attend a meeting between the GTF and the GTF’s supervisor for the purpose of reviewing the GTF’s workload allocation form to determine whether the GTF’s specific work duties will result in the GTF working in excess of the GTF’s assigned FTE.”*

1. A breakdown of common FTEs to hours per term such as what’s shown in this table:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Maximum Hours Per Term By FTE  (calculation: FTE x 438= Total Hours per Term) | | | | | |
| FTE | Hours | FTE | Hours | FTE | Hours |
| .09 | 40 | .25 | 110 | .40 | 175 |
| .10 | 44 | .30 | 131 | .45 | 197 |
| .20 | 88 | .35 | 153 | .49 | 215 |

1. Tasks/duties tied to an hourly range or maximum for the *term*. Tasks/duties tied to hours by the week or in smaller increments are discouraged.

Departments are expected to remind GTFs and GTF supervisors of the form’s availability as soon as their department-specific form is ready. Please be sure your form is publicized and accessibly in advance of Spring 2015 so that spring GTFs and their supervisors may avail themselves of the form if they wish.

*VOLUNTARY USE OF FORM*

Although some departments mandate use of these forms, this is not a requirement of the CBA or the Graduate School. However, when the form is used:

* It may be revised by the GTF and supervisor as needed throughout the GTF’s appointment;
* The supervisor shall make him/herself available to discuss potential revisions of the form.
* In any meeting for which the purpose is to discuss reviewing the form to determine whether the GTF’s work duties will result in the GTF working in excess of his/her assigned FTE, the GTF may invite a union representative to the meeting.
* The GTF or supervisor may voluntarily submit the form for future review and the form must be retained in the department. See “RETENTION OF WORKLOAD ALLOCATION FORMS” below.
* The GTF may make written or verbal recommendations after the end of the assignment (these must be made within three months of the end of the assignment).

*RETENTION OF WORKLOAD ALLOCATION FORMS*

Although both use and submission of the forms are voluntary, all forms that are submitted must be retained in the department. Departments are to retain all submitted Workload Allocation Forms, and any related recommendations made in writing, for at least four years. We recommend creating a single repository (electronic or paper) in which forms are arranged by assignment (e.g., course name/number). Things to remember:

* Departments must redact the following to ensure compliance with FERPA: The names of any individuals, including the GTF and course instructor, the term and academic year, and dates and signatures.
* Because the term, year, and dates are being redacted, we recommend the use of simple internal coding to track the four-year retention period. (For example, all forms marked in ink with an “A” on the reverse side or stored in the “A” folder may be destroyed after September 2019.)

*ACCESSING STORED FORMS*

The forms must be made available to any GTF in the unit upon request.

*SUPERVISOR IDENTIFICATION*

Unrelated to CBA implementation but related to GTF supervision, departments may soon be asked to start citing (for example, on the PRF) the name or other identifying information of each GTF’s supervisor. The purpose for this is to allow us to directly inform GTF supervisors of their responsibilities and provide them direct access to training and resources.

**Absences (Articles 27 and 28)**

Documented absences due to participation in jury duty, a recognized election (e.g., an international GTF required to travel to a consular office to vote), or immigration proceedings, will be permitted with no reduction in FTE or loss of pay. Election-related absences and immigration proceeding-related absences may be limited to five days. See Article 27 for specific text.

*The following, found in Article 28, applies to absences related to illness, injury, or medical appointment/procedure for the GTF, his/her child, partner or parent, and to absences related to bereavement and birth/adoption.*

*NOTIFICATION*

When needing to be absent, a GTF is expected to notify his/her supervisor or other designated faculty/staff member as early as possible and before the first assigned duty on the day to be missed.

*DEPARTMENTAL POLICY AND MISSED CLASSES*

Departments must develop and document a GTF absence procedure. This procedure will be added to the GDRS in the next revision cycle, scheduled for the spring term. In the meantime, we have extended the date by which the policy must be communicated to all GTFs by email to March 10, 2015. Please attend to the following as you prepare this communication:

* Clearly outline a procedure that all GTFs can use to notify the department (e.g., supervisor or whoever needs to take action) of an absence
* Include a designated point-person to whom the GTF should report.
* Include a reference to Article 28, Absences, in the procedure.
* CC [gtffcba@uoregon.edu](mailto:gtffcba@uoregon.edu) on the message to your GTFs.
* Departments that maintain information for GTFs in a handbook or online should add this information promptly to those resources.
* Regarding substitutes, the CBA states that in no instance shall a GTF be required to pay for a substitute and if no substitute is found, the department may elect to cancel a class.
* The CBA states that whenever possible, the GTF (or a designee if the GTF cannot do so him/herself) will provide the department with information about where he/she left off (e.g., in the previous class in the case of a teaching GTF).

In response to repeated requests for sample language, here is a template for departments’ use. Please be sure your policy aligns with your actual practice or the practice you plan to implement.

*NOTIFICATION. If you are unable to attend work at the scheduled time or to meet a class as scheduled, you must notify [INSERT TITLE OR NAME (instructor, supervisor, assistant department head, graduate coordinator…)] as soon as possible, including, if possible, in advance of the scheduled work assignment or class that you are unable to attend. Do not cancel the class without permission from [INSERT…].  To the extent possible, provide the department with information about where you left off (e.g., in the previous class in the case of a teaching GTF). If you are able, please attempt to reach [INSERT…] by both phone and email.*

*In the case that you are unable to directly notify the department, you may designate someone to make your notification and provide the necessary information to [INSERT…] using this protocol.*

*If you are going to miss more than one work week, you or your designee must contact the Graduate School. The Graduate School will coordinate with the GTF and the department on any adjustment due to the GTF’s absence.*

*COVERAGE FOR TEACHING GTFs. If possible, please attempt to find an appropriate substitute to take your class and notify the department of the proposed substitute. If you are unable to do this, inform [INSERT…] so he/she can assist in finding a substitute. If no appropriate substitute is found, the department may elect to cancel the class.*

*MAKE-UP WORK. Generally, for duties missed not related to a class meeting, please check in with [INSERT…] to determine when and how the missed work will be made up.*

*PLANNED ABSENCES. If you are planning an approved absence during any working days of the term, be sure to notify [INSERT…] how to reach you (if possible).*

*MORE INFO. More information about GTF absences-- including those related to the birth or placement of a child, a serious health condition, or the care of a partner, child, or parent for a serious health condition-- can be found in Articles 27 and 28 of the UO-GTFF Collective Bargaining Agreement,* [*http://hr.uoregon.edu/er/labor-agreements*](http://hr.uoregon.edu/er/labor-agreements)

*COVERAGE FOR ABSENT GTFs*

When coverage is necessary, the employing unit should notify the Graduate School and the Graduate School will advise regarding such coverage. This will also help us track the frequency of GTF coverage being required.

Nothing in the CBA precludes GTFs from continuing to swap duties/coverage, which we know to be a common practice. GTFs asked to cover without a corresponding “swap” should be able to do so without exceeding their FTE. That said, the CBA is now explicit that if a GTF is assigned to cover for an absent GTF and those duties exceed the replacement GTF’s current FTE workload allowance, the coverage GTF’s FTE will need to be adjusted accordingly.

*GRADUATE SCHOOL CONSULTATION*

If a GTF is going to miss more than one week of work, the GTF is now expected to contact the Graduate School. The Graduate School will then coordinate with the GTF on any necessary adjustments due to the GTF’s absence, such as adjusting the assignment and duties or reducing the GTF’s FTE for the term. Factors to be considered are the duration and timing of the absence, the GTF’s assignment, the GTF’s ability to perform assigned duties, and the impact of the absence on academic progress.

*FAMILY AND MEDICAL LEAVE (FML)*

GTFs continue to be eligible for up to 12 weeks of unpaid leave during any 12-month period for eligible medical or family-related reasons and provided they meet the outlined notice requirements. New in the 2014-16 CBA is that—only when taking an approved leave that meets the FML requirements-- GTFs appointed at .28 FTE or greater may retain their benefits (insurance access and premium support, tuition waiver, fee subsidy) for the term by performing work that meets a minimum of .16 FTE during the term in which the leave is taken. GTFs appointed at .27 FTE or less may retain these benefits for the term by performing work that meets a minimum of .14 FTE during the term in which the leave is taken. This minimum was formerly .20 FTE for all GTFs.

**Health, Safety and Work Environment (Article 10)**

Article 10 now clearly states that:

* GTFs have the same responsibility as other academic and administrative employees to help maintain a safe, healthy and clean work environment, though carrying out this responsibility may not cause the GTF to exceed his/her workload.
* GTF workspaces are to be provided with the same custodial services on the same schedule as other similar workspaces in the same building/department.
* GTFs should be provided with easy and reasonable access to internet (not necessarily Wi-Fi) to carry out work assignments.
* GTFs should have access to the same or similar kitchen facilities as other employees in the same department. They may request kitchen facilities where none exist.
* In the event that office or workspace is temporarily made unavailable by the University (e.g., a workspace floods or is under construction), the department is to arrange alternate workspace or make an appropriate adjustment to work duties.

**Performance Evaluation (Article 12)**

Article 12 provides information about GTF performance evaluation and classroom observation. It states that a GTF may request to be observed in the classroom once per term. It also states that, in teaching situations in which the GTF is not already evaluated by the students, a department may conduct its own student evaluation of the GTF once per term.

**Discipline and Discharge (Article 16)**

Article 16 now defines discipline as (new item is underlined) written warning or reprimand, reduction in duties, discharge, and the limitation of GTF employment based access to University property. It also allows for substantial sanction or discharge on the first occurrence when warranted, and allows for a history of discipline to be taken into account in some circumstances.

*ABANDONMENT OF DUTIES*

A GTF who is absent without notifying his/her department for 10 working days (two weeks) may be considered to have abandoned his/her position and voluntarily resigned. Before terminating the GTF, the department must attempt to contact the GTF through all available means (email, phone, campus mail, postal service), giving the GTF five days (one week) to respond. Please consult the Graduate School for more information. We have a responsibility to inform the Union in these situations as well.

**Appointments/Reappointments (Article 17)**

Article 17 now includes a reminder that hiring units may not select a particular candidate on the basis of cost (e.g., tuition).

**Criminal Records Checks (Article 35)**

Although the University has had an official policy outlining its ability to perform criminal records, credit and background checks of applicants since 2008 (<http://policies.uoregon.edu/policy/by/1/0309-recruitment-and-selection/criminal-credit-and-related-background-checks-applicants>), a new article has been established in the CBA detailing criminal records checks in the context of GTF employment.

**Drug and Alcohol Testing (Article 36)**

This new provision outlines the conditions under which the University may conduct drug or alcohol testing of a GTF. The new article details who, in the department, has the authority to initiate a test and permissible actions upon receiving confirmation that the employee has been consuming drugs or alcohol while performing job duties.

**Resources**

* UO-GTFF 2014-2016 CBA, <http://hr.uoregon.edu/er/labor-agreements>
* Graduate School, 541-346-2807
* Employee and Labor Relations team in Human Resources, 541-346-315

**GTF Workload Allocation Form**

**Template** (Feb. 2015)

|  |  |  |  |
| --- | --- | --- | --- |
| **Department/Unit:** |  | **Term\*:** |  |
| **GTF\*:** |  | **FTE:** |  |
| **Assignment** (i.e., TA, RA, Sole Instructor, Grader, Other (specify)): |  | **GTF Supervisor,** if different from Instructor or if Instructor is not applicable\***:** |  |
| **Instructor, if applicable\*:** |  | **Course, if applicable:** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Task/Function** | **Notes/Description** |  | **Hours/Term** |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
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**Comments:**

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**GTF AND SUPERVISOR, PLEASE REVIEW:** The above time allocation represents approximate times expected for each of the major components of the GTF assignment. Times will need to be adjusted by the GTF as needs dictate. Although the instructor/supervisor will always attempt to avoid making requests of the GTF that would cause the hours worked to exceed the total required hours per quarter, the GTF is expected to inform the instructor/supervisor if the sum of effort asked seems likely to exceed or fall short of the total hours required. It is understood that hours are likely to be distributed so that work in some weeks may be much heavier than in others due to programmatic needs such as when midterms, finals, and other assignments are due. In general, GTFs should notify their supervisors as soon as is practicable during the academic term if they anticipate their total work assignment will exceed their FTE.

A variance or deviation from the above time allocation for each specific work duty does not constitute a violation of this UO-GTFF Collective Bargaining Agreement and may not be grieved. However, A Union representative shall be allowed to attend a meeting between the GTF and the GTF’s supervisor for the purpose of reviewing the GTF’s workload allocation form to determine whether the GTF’s specific work duties will result in the GTF working in excess of the GTF’s assigned FTE.

**Maximum Hours Per Term By FTE** (calculation: FTE x 438= Total Hours per Term):

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **FTE** | **Hours** | **FTE** | **Hours** | **FTE** | **Hours** |
| .09 | 40 | .25 | 110 | .40 | 175 |
| .10 | 44 | .30 | 131 | .45 | 197 |
| .20 | 88 | .35 | 153 | .49 | 215 |

|  |  |  |
| --- | --- | --- |
|  | *Signature\** | *Date\** |
| GTF\* |  |  |
| Instructor, if applicable\* |  |  |
| Supervisor, if not Instructor\* |  |  |

\*All items marked with an asterisk (\*) are to be redacted at the time of submission to the department/unit.