

CBA Changes Explanation and Summaries

Article 3 – Union Rights

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

Article 4 – Dues Deduction

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

Article 5 – Union Use of Facilities

- Changes how GTFF is charged for using university spaces

Article 8 – Nondiscrimination

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

Article 9 – Work Agreement/Work Assignment

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

Article 10 – Health, Safety, and Work Environment

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

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

Article 11 – Personnel Files

- Language clean up to match current practices.

Article 13 – Grievances

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

Article 14 – Consultation

- Language clean up to reflect current practices

Article 15 – Arbitration

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

Article 16 – Discipline and Discharge

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

Article 17 – Appointment/Reappointments

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

Article 22 – Salary

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

Article 24 – Health Insurance

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

Article 25 – Respectful Workplace and Support Services

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

Article 29 – Paid and Unpaid Absences

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

Article 30 – The Graduate Assistance Fund

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

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

Article 31 – GE Training and Professional Development

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

Article 32 – Immigration and Customs Enforcement

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

Article 37 – Notices and Communications

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

Article 41 – Definitions

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

Article 42 – Term of Agreement

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

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

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

Appendix D – Letter of Agreement – Health Insurance Contribution Rates

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

Letter of Agreement – Facilitated Dispute Resolution Process

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

Letter of Agreement – Summer GE Positions

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

Letter of Agreement – Paid Parental Leave

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

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

Letter of Agreement – Childcare and Assistance

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

Letter of Agreement - Diversity GE

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

Memorandum of Understanding – Exploring Self-Funding

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

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

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