

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

2 GTFF Proposed Language | ~~GTFF deletion~~ | UO Proposed Language | ~~UO deletion~~ |
3 Agreed Upon Language | Status Quo

4
5 **Section 1.** Standard working hours for the purpose of this article are defined as Monday
6 through Friday, 8 a.m. - 12 p.m. and 1 p.m. - 5 p.m.
7

8 **Section 2.** Facilities and Services University Responsibilities
9

10 ~~The University shall provide each GE with access to facilities on campus and services~~
11 ~~conducive to carrying out their assignment (i.e., teaching, research, or administration) in~~
12 ~~a professional atmosphere, including reasonable office or desk space; reasonably~~
13 ~~secure storage space for books, papers, and supplies; and reasonable access to a~~
14 ~~computer and internet. In the case where the use of internet is required by a GE to carry~~
15 ~~out their assignment and wireless internet is not available in the location the GE is~~
16 ~~required to work on a UO campus by their hiring unit, the University will provide the~~
17 ~~active ports and connectors necessary for an ethernet connection. Upon notification and~~
18 ~~request by a GE, a department will provide reasonable access to a telephone, except for~~
19 ~~jobs that include work tasks requiring use of a phone. For GE with tasks requiring a~~
20 ~~phone (e.g. conducting phone interviews, calling conference participants, etc.), phones~~
21 ~~will be automatically provided, unless there is mutual agreement between the GE and the~~
22 ~~employing unit not to. GEs whose assignments involve use of specific software shall be~~
23 ~~provided with access to the software free of charge. If a certificate is required by a hiring~~
24 ~~unit for a GE to complete their work, the GE will be reimbursed upon request for the cost~~
25 ~~incurred while in that position. Each GE shall also have reasonable access to private~~
26 ~~facilities for conferring with students and faculty and for other job related purposes. GEs~~
27 ~~shall be provided desk copies of, or electronic access to, all texts required for their~~
28 ~~assignment. GEs have the same responsibility as other academic and administrative~~
29 ~~employees to maintain a safe, healthy, clean work environment. This responsibility may~~
30 ~~not conflict with or exceed GE work assignment/workload (see ARTICLE 9).~~
31

32 The University shall provide each GE with the following:

- 33 a. Access to facilities
34 i. Access to facilities on campus and services conducive to carrying out their
35 assignment (i.e., teaching, research, or administration) in a professional
36 atmosphere, including reasonable office or desk space.
37 ii. Reasonably secure storage space for books, papers, and supplies.
38 b. Access to a computer and internet
39 i. Reasonable access to a computer and internet

- 40 ii. In the case where wireless internet is not available in the location the GE is
41 required to work on a UO campus by their hiring unit, the University will
42 provide the active ports and connectors necessary for an ethernet
43 connection.
- 44 c. Telephones
- 45 i. For GEs with tasks requiring a phone (e.g. conducting phone interviews,
46 calling conference participants, etc.), phones shall be automatically
47 provided, unless there is mutual agreement between the GE and the
48 employing unit not to. Otherwise, upon notification and request by a GE, a
49 department shall provide reasonable access to a telephone.
- 50 d. Software
- 51 i. GEs whose assignments involve use of specific software shall be provided
52 with access to the software, on the computers of their choice, free of
53 charge.
- 54 e. Certificate reimbursement
- 55 i. If a certificate is required by a hiring unit for a GE to complete their work,
56 the GE will be reimbursed upon request for the cost incurred while in that
57 position.
- 58 f. Private facilities
- 59 i. Reasonable access to private facilities for conferring with students and
60 faculty and for other job related purposes.
- 61 g. Texts
- 62 i. Desk copies of, or electronic access to, all texts required for their
63 assignment.

64

65 GEs have the same responsibility as other academic and administrative employees to
66 maintain a safe, healthy, clean work environment. This responsibility may not conflict
67 with or exceed GE work assignment/workload (see ARTICLE 9).

68

69 Section 3. Facilities and Services–Department Responsibilities

70 Departments shall develop policies and procedures regarding condition of workspace and
71 access to private meeting space, telephones, computers, internet access, office supplies,
72 photocopies, printouts and all other materials required for the GE's work assignments. These
73 policies and procedures shall be documented and made available to GEs by incorporating them
74 into departmental GE manuals or graduate student handbooks, by posting the information
75 online, or by creating a document specifically for that purpose. Listed below are practices and
76 standards designed to ensure a safe and appropriate working environment and to serve as
77 reference for specific departmental policies and practices. Departmental policies and
78 procedures shall address at least the categories listed below:

79

- 80 a. Workspace

- 81 i. Working locks on doors and latches on windows.
- 82 ii. Properly and securely installed partitions and shelving.
- 83 iii. Safe and appropriate furnishings.
- 84 iv. Provided with the same custodial services on the same schedule as other similar
- 85 spaces in the department or building/facility.
- 86 v. A desk space in a room able to be locked with no more than 21 GEs assigned to
- 87 ~~share~~-that desk.
- 88 vi. Access to all-gender bathrooms ~~comparable to other employee groups in any~~
- 89 ~~location the GE is required to work on a UO campus by their hiring unit.~~
- 90 The University shall publicize the location of every all-gender bathroom on
- 91 campus on their website. Whenever a new all-gender bathroom is
- 92 constructed, or an existing bathroom is converted to an all-gender
- 93 bathroom, that bathroom shall be added to the website within ninety (90)
- 94 calendar days.
- 95 vii. Indoor workspace(s) kept at a reasonable temperature and air quality/pollution
- 96 level in compliance with OR-OSHA.
- 97 viii. Access to the workspace described above must be provided starting at the
- 98 start date of a GE's appointment. Additionally, GEs shall have all-hours
- 99 access to these spaces.
- 100 b. Private Meeting Space
- 101 i. ~~Access to space for private meetings for GEs with teaching assignments~~
- 102 ~~either as instructor of record or as lab/discussion leader.~~
- 103 ii. Access to space for hosting private meetings and office hours. The space
- 104 shall be such that its occupants can reasonably expect that conversations
- 105 cannot be overheard by those outside the space. The space must include a
- 106 door that can lock and accommodate at least three occupants. It must also
- 107 be reasonably secured from intrusion by coworkers and the public. The
- 108 space must comply with all other regulations within this article regarding
- 109 appropriate and safe working spaces.
- 110 iii. Access to the private meeting space described above must be provided
- 111 starting at the start date of a GE's appointment. Additionally, GEs shall
- 112 have all-hours access to these spaces.
- 113 c. Access to Computers
- 114 i. Easy and reasonable access, at least during standard working hours, to
- 115 computers equipped with software typically provided to other departmental staff
- 116 and as it relates or related to GE assignments. Departments may send out
- 117 requests to determine if computers will be utilized by GEs for work duties, and if
- 118 by mutual agreement they are not being utilized, they may be removed.
- 119 ii. Easy and reasonable access to internet necessary to carry out work
- 120 assignments.
- 121
- 122 d. Access to Telephones Numbers (for all GEs with duties requiring phone use)

- 123 i. Easy and reasonable access to a telephone number necessary to carry out work
124 assignments
- 125 ii. Access to voicemail or other messaging service.
- 126 e. Access to Office Supplies, Photocopies, and Printouts
- 127 i. GEs working under the direction of an instructor of record (as teaching
128 assistants, lab leaders, or discussion section leaders), administrative GEs, and
129 research GEs shall have access to supplies necessary to accomplish the tasks
130 associated with their assignments as directed by their supervisors. These shall
131 be available at no personal cost to the GEs and does not preclude limitations
132 placed upon the supervisors or instructors of record.
- 133 ii. GEs working as instructors of record shall have limits on quantity and out-of-
134 pocket costs for necessary supplies that are substantially similar to other
135 instructional staff with comparable instructional assignments in the department.
136 Access to these supplies shall be available at least during departmental standard
137 working hours.
- 138 f. GE Assistance
- 139 i. When known, departments shall inform, in writing, GEs who work as instructors
140 of record how assistance from other GEs shall be apportioned. This information
141 shall be shared with GEs at least two weeks prior to the start of a term and is
142 subject to change.
- 143 g. Kitchen Facilities
- 144 i. Access to the same or similar facilities as other faculty and staff in the
145 department.
- 146 ii. When no kitchen facilities exist, GEs and/or the Union have a right to request
147 kitchen facilities.
- 148 h. Disability Access
- 149 i. Each request for accommodation must be assessed on a case-by-case basis
150 and may include modifications such as ergonomic furniture, assistive software,
151 reserved parking, air quality standards, masking, and work location.
- 152 ii. Requesting an accommodation is a protected activity. GEs who participate in the
153 interactive process shall not be subject to retaliation, including when initial
154 requests for accommodations are made. Accommodation requests that are
155 denied may be grieved under ARTICLE 13.

156

157 **Section 34.** Health and Safety

158

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

- 164 a. Training: The University shall see that GEs are properly instructed and supervised in the
165 safe operation of any machinery, tools, equipment, process, personal protective
166 equipment, or practice that they are authorized to use or apply during the course and
167 scope of their employment. GEs will attend all required training on workplace health and
168 safety provided by the University and this training will be provided at the employee's
169 regular rate of pay.
- 170 b. Equipment: It is the responsibility of the University to provide, at no cost to the GE, all
171 necessary personal protective equipment (PPE) and training in the proper use of any
172 issued PPE.
- 173 c. The University shall provide for and maintain in safe working condition all tools and
174 equipment required for the execution of GE duties.
- 175 d. If, after reporting to the supervisor that a specific task or assignment may jeopardize
176 personal health or safety, correction is not made, that employee may refuse to perform
177 such activity without penalty until the appropriate health or safety officer has reviewed
178 the situation and made a finding. The University shall notify the GTEFF of each
179 determination that is made.
- 180 e. When OR-OSHA provides notice that it plans to inspect University facilities where GEs
181 work, the Union shall be notified as soon as possible if possible. A Union official, upon
182 request, shall be allowed to accompany the inspector if possible.
- 183 f. The Union shall be afforded representation on the University Safety Advisory
184 Committee.
- 185 g. Once the time and location of assignments have been established, a GE who has
186 security concerns about these aspects of their assignment will have until one week prior
187 to the start of classes to submit a petition to the hiring unit stating their reason for
188 requesting a reassignment. The hiring unit will prescribe a remedy and/or make an effort
189 to reassign the GE. If the hiring unit is unable to reassign the GE or prescribe a remedy
190 acceptable to the GE, they may either accept the original assignment or resign their
191 appointment for the term.

192 A GE who has resigned their appointment following the process outlined here shall be
193 put on a departmental priority reappointment list until the end of the academic year or
194 until another appointment of equal duration is made, whichever comes first. GEs on the
195 priority reappointment list shall receive first consideration by the department for other
196 suitable appointments before employing new GEs.

197
198 A GE on the priority list who declines a subsequent appointment offer that is
199 substantially similar to the position which they resigned and for which they are qualified
200 shall be taken off the priority reappointment list for that term. However, if the GE does
201 not accept the subsequent appointment offer based on the security concern identified in
202 the above-mentioned petition process, they may remain on the priority list by stating in
203 writing that the same security concern still applies.

- 204 h. GEs who are nursing shall be afforded appropriate access to secure, private, and
205 sanitary lactation space, other than a public restroom or toilet stall. This space shall

206 allow the GE who is nursing to be fully shielded from view and reasonably secured from
207 intrusion by coworkers and the public. The university will make reasonable efforts to
208 ensure that such spaces are in close proximity to a GE's primary work space. If private,
209 clean, and secure, lactation spaces may include the GE's work area or a child-care
210 facility. The university shall provide lactation spaces in every building on the Eugene
211 campus. ~~If there is not a space dedicated to the nursing parent's use in the~~
212 ~~building in which their GE office is assigned, one must be available when needed.~~

213 A space temporarily created or converted into a space or made available when needed
214 by the nursing parent is sufficient for this purpose. A reasonable amount of break time
215 shall be provided for GEs to pump, along with adequate space to store a pump and an
216 insulated food container. GEs employed at a facility other than the Eugene campus may
217 request a lactation space. The University shall publicize on its website designated
218 lactation stations, including access instructions, and support GEs in identifying other
219 lactation room options closer to workspace when needed and what amenities (e.g.,
220 refrigerator or sink) can be provided.

221 i. GEs 1) who were employed as a GE during the spring term and who accept a GE
222 appointment for the following fall term and 2) are not enrolled in any summer courses or
223 otherwise cause a tuition cost may sign up for membership at the UO Recreation Center
224 at no cost to the GE. GEs who take advantage of this program must not enroll in classes
225 at the University during the summer term. If a GE does enroll in summer courses or
226 causes a tuition cost after taking advantage of this program, they will be charged the full
227 amount of the membership fee.

228 j. The University shall provide drinking water with lead concentrations below 5ppb.
229 Drinking fountains shall be tested for lead annually, and alternative drinking water
230 must be provided at the location of any non-compliant fountain. Alternative
231 drinking water must be provided within five (5) calendar days of receiving the test
232 results. The date of the most recent test and the results from the most recent test
233 done on each fountain shall be posted at each fountain's location within five (5)
234 calendar days of receiving the test results.

235 k. Unless otherwise requested, the university shall keep indoor workspace(s) at
236 temperatures between 68 and 78 degrees Fahrenheit, and at humidity levels
237 between 30 and 60 percent. The air quality index (AQI) in GE working spaces shall
238 not exceed 100. During wildfire season, from July through the end of September,
239 the University shall test the air quality on campus, using PurpleAir monitors, to
240 ensure that pollution levels are not exceeding the rates outlined in this contract.
241 Four (4) PurpleAir monitors shall be active and maintained in non-adjacent
242 campus buildings, to provide daily readings of AQI. On days when the AQI
243 exceeds 150, the University will send an advisory email to all members of the
244 bargaining unit to let them know that it may be dangerous to come to campus.
245 GEs shall not be required to work on campus on those days.

246 **Section 45.** The Union may provide to the University a list in priority order of those facilities and
247 services it believes do not meet the requirements of Section 1, ~~and~~ Section 2, and Section 3 of
248 this Article. Within forty-five (45) days of presentation of the list, the University shall advise the

249 Union of its evaluation of the list and the University's plan to remedy those items which it
250 believes to be deficient.
251

252 **Section 56.** Suppression of electronic publication by the University of information about a GE
253 shall be by active permission of the GE.
254

255 **Section 67.** The University shall provide office space during the summer to GEs who
256 were employed as a GE in the spring term and who have accepted or expect to accept a
257 GE appointment for the following fall term. This office space must comply with the
258 requirements of sections 2, 3 and 4 of this article.
259

260 **Section 8.** In the event office or work space is temporarily made unavailable for use by the
261 University, the department shall arrange alternate workspace of equal quality, according to
262 section 2, 3 and 4 of this article, for within three (3) working days immediate use or make
263 an appropriate adjustment to work duties. All temporary office or work spaces must be ADA
264 compliant and comply with the health and safety requirements as outlined in section 4 of
265 this article.
266

267 **Section 79.** Professional Ethics
268

269 For the purposes of this section, professional code of ethics refers to guidelines for conduct
270 published by recognized professional associations. Graduate Employees shall not be barred
271 from consulting with their professional association or outside legal counsel should an ethical
272 concern arise at their workplace. GEs who believe they are being asked to perform a work duty
273 in violation of a recognized professional code of conduct may call for a meeting with their
274 department/unit head (or department/unit head's supervisor if the department/unit head is the
275 party asking for the work to be performed) to discuss the matter. The GE shall have the right to
276 have their Union representative present at such meeting.
277

278 **Section 810.** Standard personnel documents and forms related to GEs will use gender inclusive
279 language. This provision will not apply where mandatory State or Federal forms are not
280 available with gender-inclusive terminology.
281

282 **Section 911.** The University shall provide an employment disability accommodations process
283 for all GEs in accordance with the Americans with Disabilities Act.
284

285 a. GEs shall give notice of their need for accommodation by submitting a request form at
286 <https://hr.uoregon.edu/interactive-disability-accommodation-process>. Upon receiving this

- 287 notice, the University shall acknowledge receipt within ten (10) days and initiate the
288 interactive process within fourteen (14) days. A list of the types of workplace
289 accommodations that may be reasonable shall be included on the University's HR
290 website and a link to that list will be provided to employees when first seeking
291 accommodations.
- 292 b. Unreasonable denials of employment disability accommodations, including when denials
293 are based on the anticipated costs of the requested accommodations, shall be resolved
294 through the GTFF grievance procedure at the discretion of the GE to optionally begin at
295 Step 3.
 - 296 c. The University shall, when feasible and agreeable to the GE, take steps to reduce
297 duplication in the accommodation processes covering a GE's student and employment
298 accommodation needs. Both employment and student disability accommodation offices
299 shall inform GEs of the availability of both kinds of accommodations and will, upon
300 request of the GE, work collaboratively with the other office to integrate the
301 accommodation implementation process.
 - 302 d. In the event that a GE believes the accommodation provided is not effective, they may
303 contact the ADA Coordinator to re-engage the interactive process.
 - 304 e. At the beginning of the accommodation process, the ADA coordinator shall ask
305 question(s) regarding potential accommodation needs over multiple terms and the
306 timeframe in which the accommodation is needed. In addition, in the event a GE
307 anticipates needing an accommodation over multiple terms or if they believe the need is
308 urgent, they are encouraged to inform the ADA coordinator of that at the outset of their
309 engagement in the accommodation process. Reasonable steps will be taken to
310 memorialize that need to help ensure that there is no break in accommodations across
311 appointments.
 - 312 f. The Americans with Disabilities Act (ADA) and the reasonable accommodation process
313 will be covered as part of the GE orientation provided by the Division of Graduate
314 Studies.
 - 315 g. All GEs shall receive information in initial offers of employment to access necessary and
316 reasonable employment accommodations for a variety of disability needs covered by the
317 ADA including but not limited to chronic health conditions, physical disabilities, mental
318 health disabilities, learning disabilities, and/or any other conditions. The University shall
319 attempt to put into place workplace accommodations before the beginning of
320 employment if advance notice is provided.

321 **Section 12. The university shall provide all GEs with subsidized parking rates. GEs shall**
322 **be charged no more than 20% of the standard rate for parking permits.**
323

324 **Section 13. Except as otherwise required by state or federal law, or in the case of an**
325 **incident of active violence (as defined in ARTICLE 44) on campus, the University shall**

- 326 a. **not station UOPD within 1000 feet of protests or events organized by students or**
327 **employees of the University of Oregon, and**

328 b. not request the presence of officers from the EPD (Eugene Police Department),
329 Lane County Sheriff's office, or other state or federal law enforcement offices on
330 campus or at any campus event. UOPD may not request the help of EPD, Lane
331 County Sheriff's office, or other state or federal law enforcement in carrying out
332 any of UOPD's duties.

333 When on campus, the UOPD shall not be permitted to carry weapons or riot control
334 agents of any kind.