Memorandum of Understanding: CGE COVID-19 Response Bundle

The Parties mutually agree that the terms and provisions of the collective bargaining agreement that were negotiated and fully executed on July 7, 2020, continue in full force and effect through the COVID-19 pandemic, and that this COVID-19 response bundle shall be maintained for the duration cited in Section 9 of this Memorandum of Understanding. Oregon State University remains committed to the support of Graduate Employees and reinforces its commitment to the collective bargaining agreement including, but not limited to, Article 10. Work Assignments, Article 18. Grievance Procedures, Article 24. Non-Discrimination, Article 25. Health and Safety and Anti-Bullying, and Article 28. Insurance.

The following sections address Graduate Employee needs pertaining to COVID-19 work conditions.

1. Provision of cleaning supplies and personal protective equipment

Graduate Employees shall be provided all cleaning supplies and personal protective equipment that the University determines is necessary for them to perform their assignment from their on-campus workspace in a manner that supports safety. A Graduate Employee will not be required to access their workspace until these provisions are made available to them.

2. Provision of work supplies and training

Upon request and per prior supervisor approval, a Graduate Employee shall be provided with supplies and training that the supervisor determines are required to conduct assigned remote work as part of their appointment. Supervisors will take preferences articulated by Graduate Employees into account. The requirements of the role form the primary basis for final determination of the supplies and training provided. A Graduate Employee may challenge a determination through the grievance process as outlined in Article 18 of the parties’ Collective Bargaining Agreement.

3. On-campus workspace safety

Graduate Employees who are required to work on campus shall be provided with a workspace that meets the requirements as outlined in the University Resumption plan. The Graduate Employee may work with their supervisor to find an alternative workspace, or specific modifications to their existing workspace, if they find that the space does not comply with the University guidelines, and state and federal laws. If such a request is made, the University will follow the process outlined in Article 25, Section 1(d).

4. Enforcement of physical distancing and face covering wearing policies

The Graduate Employees who are required to enforce physical distancing and face covering wearing policies in their workplace will have the authority to enforce these policies without retaliation from their supervisor based on the fact that the Graduate Employee enforced the policy. If a Graduate Employee feels that their personal health and safety is in jeopardy due to lack of appropriate physical distancing or face covering wearing behavior in their work environment, they have the right to leave their workplace without penalty, without expectation of returning to the workplace until the University-designated health or safety office has reviewed the situation and made a finding. In addition, the Graduate Employee shall notify their supervisor of their decision to leave their workspace. If a finding was made, the supervisor will notify the Graduate Employee once improvements have been made to the situation.
A Graduate Employee may challenge a finding through the grievance process as outlined in Article 18 of the parties’ Collective Bargaining Agreement.

5. Medical expenses

The University shall request (in good faith) that PacificSource continue their existing waiver of all COVID-19 medical costs to enrolled Graduate Employees, as well as their enrolled dependents. The university shall email all bargaining unit members alerting them of these benefits, as well as a detailed explanation of the benefits and any contact information in the event that there are difficulties with receiving such a waiver.

6. Testing

At the point at which the University determines it is necessary to conduct community-wide high-frequency screen testing of members of the OSU community, all Graduate Employees assigned to perform work on the Cascades or Corvallis campuses will be provided with an ongoing opportunity to participate throughout the testing period.

7. Change in course modality

If at any point during the term a course is required to transition to remote instruction or from remote to in-person instruction, a Graduate Employee and supervisor shall decide the best way to transition course modalities and meet the stated learning outcomes for students enrolled in the course.

8. Child care

A Graduate Employee who is a caretaker for children and is unable to secure reliable and safe child care may request a remote work assignment per the process as agreed to within the Determination of Remote Work memorandum of understanding signed on September 26, 2020.

9. Duration

This agreement represents the joint understanding between the parties and will remain in effect so long as OSU is operating at Operations Level 2 or above per the university’s current definitions, or until both parties elect to revisit this memorandum of understanding, whichever is earlier.

For Coalition of Graduate Employees, AFT-6069: For Oregon State University:

Printed name: Printed name:

Nathan Waugh Heather Horn

Signature: Signature:

Date: Date:

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