**Memorandum of Understanding: CGE COVID-19 Response Package**

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 package shall maintain for that same duration. 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 and Anti-Bullying, and Article 28. Insurance.

The following are specific requirements for meeting Graduate Employee needs and the provisions of the collective bargaining agreement.

1. **Provision of cleaning supplies**

Graduate Employees shall be provided all cleaning supplies and personal protective equipment necessary for sanitizing their workspace(s). If a Graduate Employee cannot be provided with these materials, they may bring their own supplies with subsequent compensation for any costs accrued. If the Graduate Employee is unable to acquire cleaning supplies from alternate sources, they will not be required to access their work space until these provisions are made available to them again.

1. **Provision of work supplies**

Upon request, any Graduate Employee/s shall be provided with supplies required to conduct remote teaching and research, including but not limited to: laptop or desktop computer with any necessary cables; computer monitor; mouse; keyboard; writing tablet (*e.g*. Wacom or similar); headphones; microphone; personal whiteboard; camera; printer; scanner; “green screen” background; and stationery.

1. **Provision of personal protective equipment (PPE)**

Graduate employees shall not be required to procure or provide their own personal protective equipment (PPE). If PPE is required for the safe and successful completion of a Graduate Employee’s job duties, such PPE shall be provided to the Graduate Employee by the university at no cost to the employee. Moreover, the means of PPE resupply shall be made convenient for the Graduate Employee, such that it is in or as near as possible to their workspace. There shall be no limit to the frequency with which a Graduate Employee may obtain PPE. Resupply locations for PPE shall be regularly refilled by properly compensated staff.

1. **Safe on-campus workspaces**

Graduate Employees who are required to work on campus shall be provided with a workspace that meets the following requirements: All desks, work stations, and paths of movement through the room shall allow for six feet of distance between each room occupant at all times; access to the workspace is restricted to only the Graduate Employees assigned to that workspace.

If any of these conditions are not met, the Graduate Employee may request a new workspace. During the time that the Graduate Employee is assigned a workspace not meeting the requirements above, they may work in a location of their choice until being assigned a sufficient workspace.

If the Graduate Employee is required to perform traditionally indoor work outside, they shall be provided with a workspace that meets the following requirements: a height of at least 8 feet and an area of at 75 square feet, water protected flooring, ceiling, and walls, adequate heating/cooling, and access to a power source. Additionally, the outdoor workspace shall meet the same equipment and safety requirements as indoor workspaces.

1. **Equity in Work Assignments**

Supervisors and departments may not offload work assignments to Graduate Employees because instructors or faculty are not willing to take the assignment due to COVID related safety concerns. If a Graduate Employee feels their work was assigned for this reason, they may contest the assignment and request written ation explaining why the GE was the best fit for the assignment from the supervisor or department responsible.

1. **Curriculum**

Graduate employees shall be provided curriculum for operating a course in a fully remote or hybrid format. If such curriculum is unavailable, the Graduate Employee shall be trained in the creation of such curriculum and compensated for the training and time required to develop it.

1. **Software**

The Graduate Employee will be provided access to any paid software that they may require for their work. If the software required is incompatible with their operating system, OSU will issue new equipment that runs a compatible operating system or provide a different operating system for the Graduate Employee.

1. **Online materials**

Graduate Employees shall be provided free access by the employer to digitally available academic materials necessary for their work, such as digital textbooks and scholarly articles, regardless of the physical availability of these resources.

1. **Technology Training, Documentation, and Assistance**

Prior to the start of a Graduate Employee’s work assignment, the Graduate Employees shall be provided with clearly written documentation and training for successful use of any equipment or software necessary to satisfy productivity needs and maintain safe working conditions, including training and guidance for how to conduct a class remotely. Any training provided to the Graduate Employee shall be included in their paid work hours. Throughout their work assignment, the Graduate Employee shall be provided with timely Information Technology (IT) support for equipment or software used for work and education.

1. **Updates to Work Assignment**

Any change to a Graduate Employee’s work modality due to pandemic response plans shall be accompanied by an updated work assignment that clearly and explicitly reflects all updated expectations in their employee duties.

1. **Enforcement of Physical Distancing Policies**

The Graduate Employees who are required to enforce physical distancing policies in their workplace will be provided with the details of their duties in their work description. This shall include clear instruction pertaining to enforcement of these rules. If the Graduate Employee is the sole instructor present in a classroom, they will have the authority to enforce these policies without fear of retaliation from their supervisor. If a Graduate Employee feels that their personal health and safety is under threat due to lack of appropriate physical distancing or mask wearing behavior in their work environment, they have the right to leave their workplace at that time without fear of subsequent retaliation.

1. **Student retaliation against Graduate Employees**

Graduate Employees enforcing physical distancing and mask policies may be met with hostility or retaliation from students. The employer will adopt a policy that protects the standing of a Graduate Employee against such retaliation in the form of poor performance reviews or harassment by the student violating the policy. Upon request, a Graduate Employee may contest any performance review, and have it removed from their employment record. None of this language shall preclude a Graduate Employee from seeking further individualized resolutions to recurring instances of harassment.

1. **Pause in Instruction**

If at any point during the term a course is required to transition to remote instruction, the Graduate Employee may decide to institute a pause in instruction. The Graduate Employee shall deem how much time is necessary to transition to an online format. The Graduate Employee will inform their immediate supervisor of this pause and its duration.

1. **Child Care**

Graduate Employees who require child care services shall either be provided reliable and safe child care at one of OSU’s child care service providers, or be refunded the cost of child care at another service provider. If the Graduate Employee cannot secure reliable and safe child care, they shall be provided with a remote work assignment.

1. **Transportation**

In recognition of the risks and restrictions of public transportation during the pandemic, OSU agrees to incentivize Graduate Employees’ use of non-public transportation with the following:

* Waiving parking permit costs for any Graduate Employee who is required to work on campus.
* Securing a bicycle rental free of charge for the Graduate Employee

1. **Workplace Testing and Screening**

Oregon State University shall provide all Graduate Employees who are required to work in person with conveniently located and readily available COVID-19 symptom screening at their worksite, without limit to the frequency of screening and at no expense to the Graduate Employee.

In recognition of the highly variable timeframes associated with COVID-19 incubation, symptom display, and infectivity, which prevent detected COVID-19 cases from corresponding directly with on-campus work, the university shall provide COVID-19 nucleic acid testing to all Graduate Employees who are expected to work on campus. Alternatively, if the university cannot directly provide nucleic acid testing, then the university shall cover all expenses incurred to Graduate Employees who procure such testing through other entities.

1. **Medical Expenses**

The University shall request (in good faith) that PacificSource indefinitely continue and expand upon their existing waiver of all COVID-19 medical costs to current and future Graduate Employees, as well as their dependents and co-insured. This waiver shall include out-of-pocket costs for COVID-19 testing, diagnosis, treatment, and out-of-pocket costs for any illness or injury resulting from COVID-19 or from COVID-19 treatment regardless of place of service.

Upon confirmation of this waiver, 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.

If a Graduate Employee is required to perform their work on campus and tests positive for COVID-19, OSU will cover all of the medical expenses accrued by the Graduate Employee.

Graduate Employees who are expected to perform work on campus shall be provided the option for professional legal assistance in drafting a living will and a last will and testament. The Graduate Employee shall be given clear and explicit notice that this legal assistance is available. Such notice will be given well in advance of the date upon which the Graduate Employee is expected to report to on-campus work, such that the Graduate Employee's living will may be in place prior to assumption of their assuming their work assignment.

In the event that a Graduate Employee dies of COVID-19 or related complications while under the employ of Oregon State University, the university shall cover all expenses of cremation, burial, or other disposal of the Graduate Employee’s remains. The university shall cover all expenses for moving the Graduate Employee’s remains to a destination chosen by the Graduate Employee in advance of their death, or by the Graduate Employee’s surviving family if no advance directive were provided. None of these costs shall accrue to the Graduate Employee's surviving family, dependents, beneficiaries, or other legatees.

In the event that a Graduate Employee has additional active health insurance separate from their OSU-provided health insurance, if the Graduate Employee applies for a waiver of their OSU-provided health insurance, the waiver shall be granted.

1. **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:

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