**Memorandum of Understanding:**

**Determination of remote work during COVID19 public health crisis**

Decisions about whether a Graduate Employee’s work is performed remotely or on-campus involve multiple factors that may include, but are not limited to: the safety of the Graduate Employee; the safety of the Graduate Employee’s students, coworkers, and supervisors; pedagogical and curricular needs; and availability of classrooms and workspaces. Any employing unit that makes a categorical determination that a Graduate Employee must perform in-person work of any kind shall notify the Graduate Employee in their ~~Graduate Employee’s W~~work ~~A~~assignment per Articles 9 and 10 of the CBA or in a supplemental email as the Parties recognize that some decisions related to revised work assignments will be made closer to the assigned start date. This notification will provide the reason ~~must explicitly describe the reasons~~ that the assigned work cannot be performed remotely. Until such communication occurs, the Graduate Employee shall determine whether they return to in-person work, while adhering to the University’s health policies and applicable state and federal laws.

At any time, a Graduate Employee may submit a formal request to their employing unit leadership to transition to remote work or onsite work. ~~Given the fluid and unpredictable nature of changes to a Graduate Employee’s term-to-term work assignments, as well a Graduate Employee’s potential need to physically access campus even under conditions of remote work, the Graduate Employee may request a designation as an “in-person employee” in order to protect against any potential negative legal or academic consequences for not having such a designation.~~ Employing unit leadership shall evaluate and respond to the Graduate Employee’s request within 48 hours, either approving or rejecting the request. If the request is rejected, the ~~Coalition of Graduate Employees shall be notified of the rejection along with~~ the Graduate Employee will be notified in writing. ~~If the Graduate Employee’s working conditions become unsafe or if the health status of the Graduate Employee’s household becomes unstable, a Graduate Employee’s request to work remotely shall be approved. At such time as the Graduate Employee’s working conditions become safe or their household health status becomes stable, the Graduate Employee and their employing unit may revisit the continuation of remote work.~~ No retaliation or discipline, including a reduction in FTE, may be implemented in response either to a Graduate Employee’s request to perform their work remotely or to an employing unit’s granting of the Graduate Employee’s request.

Should an employing unit determine that a Graduate Employee cannot perform their assigned work remotely, the Graduate Employee may challenge that determination beginning at step 2 of the grievance process outlined in Article 18 of the parties’ Collective Bargaining Agreement.

A Graduate Employee’s employing unit is responsible for working with the Graduate Employee to formulate plans that ensure the Graduate Employee’s work can be accomplished successfully, whether that work is performed remotely or in person. In all cases, the Graduate Employee shall retain their existing rights and responsibilities as outlined in the parties’ Collective Bargaining Agreement in regard to the Graduate Employee’s teaching, scholarship, health, and safety.

This agreement represents the joint understanding between the parties 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:

Signature: Date: Signature: Date: