

1 **Memorandum of Understanding: CGE COVID-19 Response Bundle**

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3 The Parties mutually agree that the terms and provisions of the collective bargaining agreement that  
4 were negotiated and fully executed on July 7, 2020, continue in full force and effect through the COVID-  
5 19 pandemic, and that this COVID-19 response bundle shall be maintained for the duration cited in  
6 Section 9 of this Memorandum of Understanding. Oregon State University remains committed to the  
7 support of Graduate Employees and reinforces its commitment to the collective bargaining agreement  
8 including, but not limited to, Article 10. Work Assignments, Article 18. Grievance Procedures, Article 24.  
9 Non-Discrimination, Article 25. Health and Safety and Anti-Bullying, and Article 28. Insurance.

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

12 **1. Provision of cleaning supplies and personal protective equipment**

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

17 **2. Provision of work supplies and training**

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

25 **3. On-campus workspace safety**

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

32 **4. Enforcement of physical distancing and face covering wearing policies**

33 The Graduate Employees who are required to enforce physical distancing and face covering  
34 wearing policies in their workplace will have the authority to enforce these policies without  
35 retaliation from their supervisor based on the fact that the Graduate Employee enforced the  
36 policy. If a Graduate Employee feels that their personal health and safety is in jeopardy due to  
37 lack of appropriate physical distancing or face covering wearing behavior in their work  
38 environment, they have the right to leave their workplace without penalty, without expectation  
39 of returning to the workplace until the University-designated health or safety office has  
40 reviewed the situation and made a finding. In addition, the Graduate Employee shall notify their  
41 supervisor of their decision to leave their workspace. If a finding was made, the supervisor will  
42 notify the Graduate Employee once improvements have been made to the situation.

43 A Graduate Employee may challenge a finding through the grievance process as outlined in  
44 Article 18 of the parties' Collective Bargaining Agreement.

45 **5. Medical expenses**

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

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52 **6. Testing**

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

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59 **7. Change in course modality**

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

64 **8. Child care**

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

68 **9. Duration**

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

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74 For Coalition of Graduate Employees, AFT-6069:

For Oregon State University:

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76 Printed name:

Printed name:

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78 Nathan Waugh

Heather Horn

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80 Signature:

Date:

Signature:

Date:

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DocuSigned by:  
Nathan Waugh

1/12/2021 | 08:20:47

DocuSigned by:  
Heather Horn

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