

## **Letter of Agreement COVID-19 and the GTFF CBA**

This Letter of Agreement ("LOA") is between the University of Oregon ("University") and the Graduate Teaching Fellows Federation, AFT Local 3544 AFL/CIO ("Union"), collectively referred to as the Parties, to address temporary modifications to the Parties' 2019-2022 collective bargaining agreement ("CBA") or arrive at other understandings related to potential workplace issues that may arise as a result of steps taken by the University to address the COVID-19 pandemic or comply with Federal, State, and Local laws, regulations, and guidelines.

The Parties recognize that legislation and executive actions related to COVID-19 are ever evolving. In the event Federal or State legislative or executive action affects the University such that it is necessary to modify this LOA, the University shall notify the Union a reasonable time, not to exceed 3 working days.

This agreement shall not establish a precedent in the negotiation of any future agreements on the subjects addressed herein.

The terms contained in this LOA are effective during the periods outlined in each respective section of the LOA. The University fully intends to continue operations and apply the CBA, which remains in full force and effect, along with the following temporary modifications:

### **Credit Requirement Exemption Petition**

This provision of the Letter of Agreement modifies Article 23 ("Tuition Waiver") section 4. The effective period of this provision is Fall 2020 through Spring 2021. For processing purposes, this means it is in effect from September 16, 2020 through June 15, 2021.

To assist GEs balancing multiple commitments during this health crisis, the University will allow GEs to petition to reduce the CBA mandated minimum credit enrollment requirement from 9 to 3 credits. This number of credits is consistent with the non-GE graduate student minimum requirement of 3 credits. The Graduate School will evaluate these petitions on a case-by-case basis. Interested GEs should use the Graduate School's general petition process: <https://gradschool.uoregon.edu/sites/gradschool1.uoregon.edu/files/forms1/general-petition.pdf>. Petitions for this purpose shall not be subject to the \$15 fee for the duration of the emergency declaration.

### **Emergency Paid Sick Leave**

This provision of the Letter of Agreement modifies Article 29 ("Paid and Unpaid Absences"). The effective period of this provision is from March 23, 2020 through September 10, 2021.

#### **Amount and Pay:**

The University agrees to provide all Graduate Employees (GEs) with two (2) weeks of emergency paid sick leave pursuant to the Federal Emergency Paid Sick Leave Act ("H.R. 6201").

This Emergency Sick Leave is up to eighty (80) hours for full-time (1.0 FTE) employees,

prorated for part-time employees, and paid at the employee's regular rate of pay. This leave is in addition to the leaves accrued and provided for by University policy or GTFF CBA.

A GE's work week is made up of five consecutive days (Monday through Friday) with equal hours per day reflective of their assigned FTE. If a GE requests leave from their department for a qualifying event under "Use," below, they are assumed to be on leave until they request to end the leave. A GE should follow the GDRS of their department in requesting leave.

Use:

When remote work is not possible, an employee may use Emergency Sick Leave as described by this procedure, sick time for reasons stated in the GTFF CBA, or leave without pay to cover the time away from the work.

Emergency Sick Leave can be used for any of the qualifying events listed in HR 6201, Article 29 sections 7 and 8, Oregon Sick Leave Law, as well as care of children during school or daycare closures due to a public health emergency.

There is no requirement that the employee use or exhaust their accrued leaves prior to using Emergency Sick Leave. Emergency Sick leave is not paid out upon separation.

A GE's use of Emergency Sick Leave will be measured in work-week days from date of first use to provide an equivalent benefit to other University employee groups. The leave will be used on each work-week day in an amount equivalent to the GE's prorated FTE. So, for example, a 0.49 FTE GE starts with 39.2 hours of emergency sick leave (equivalent to 10 work-week days). If they tell their department that they are sick on Monday and able to return to work on Thursday, the GE will use 3.92 hours of emergency sick leave on Monday, Tuesday and Wednesday (totaling 11.76 hours for the entire sick leave period). This is true even if the GE only teaches on Monday and Wednesday. After they return to work, the GE would have 27.44 hours of Emergency Sick Leave remaining on Thursday, equivalent to 7 work-week days.

### **Occupational Health and Safety**

This provision of the Letter of Agreement modifies Article 10 ("Health, Safety and Work Environment"), Section 2. The effective period of this provision is from March 23, 2020 until the University is no longer operating at any COVID-19 Alert level as outlined in Section 2.2.1 of the COVID-19 Health and Safety Operational Plan. This is done to protect GEs from risk of exposure to illness and to slow the spread of COVID-19.

The CBA currently reads:

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

This LOA modifies this section to read:

The University acknowledges an obligation to provide a safe, clean, and healthy

environment for its employees on the University of Oregon campus and in University owned or controlled facilities, and agrees to do so in accordance with any and all applicable local, State, **Federal laws, and executive orders** pertaining to occupational safety and health **and the COVID-19 pandemic**. GEs may refuse to work in unsafe spaces, whether or not the space is owned or controlled by the University. **Unsafe spaces include, but are not limited to, spaces that cannot be accessed without breaking social-distancing guidelines - as described in University and applicable state and federal guidance.**