

**Letter of Agreement
between
University of Oregon
and
Graduate Teaching Fellows Federation, AFT Local 3544 AFL/CIO**

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 modifications to the Parties' 2019-2022 collective bargaining agreement ("CBA"):

Agreement:

1. **AY 22-23 Floor Increase:** Effective September 16, 2022, the half-time (.50 FTE) one quarter salary rate on which stipends for GEs in the bargaining unit are calculated shall also be increased by 3.0% (the "minimums"). The increase to the minimums will be effective until June 15, 2023.
2. **Work Hours:** GEs shall be given the opportunity to provide their work hours and duty preferences to their supervisor at least once every term. This includes requesting duties that are not tied to a set time, like online or web courses that can be taught asynchronously or grading course work. When consistent with operational needs, the unit's resumption plan and the university senate's academic continuity guidance, supervisors shall accommodate GEs' preferences.
3. **Graduate student assistance fund:** The UO will increase and expand the graduate student assistance fund through the end of AY 20-21 as follows. Except as stated below, all other terms of the graduate hardship fund apply, including timelines for requesting awards, funding provisions and required documentation:
 - a. Childcare expenses - maximum age increased to 12 and maximum award increased to medical issue cap of \$1,000;
 - b. New category created, "Loss of income caused by COVID-19 related absences:" Awards for GEs who have lost income due to a COVID-19 related quarantine or isolation. GEs must exhaust sick leave (including any COVID-19 related leave) first. This assistance is available up to two times and requires documentation that the GE has exhausted leave and is in a required isolation or quarantine period. Awards will match the amount of lost compensation up to \$300.
 - c. New category created, "COVID-19 related work expenditures:" Awards for GEs who have had new or increased expenses that are caused by COVID-19 directly tied to their work and who have been working remotely through AY 20-21. These costs must be new (post-April 2020), must be costs that would not otherwise have been incurred but for COVID-19 and related to the GEs work. Maximum award of \$50. Documentation of the costs are required.
 - d. New category created, "Guaranteed funding extension visa expenditures:" GEs who are international students that received an extension of guaranteed funding under the below section may apply to the fund for additional visa expenditures caused by their extension in funding. The maximum award for this request is \$370.

- e. The UO will consult with the GTFF by May 31, 2021 regarding the current impacts of COVID-19 and the ability and need to extend the changes to the hardship fund listed above.

4. Exception process for additional GE funding:

- a. GEs who meet the following criteria will be eligible for extended funding: (1) GEs in good academic standing who have not exceeded 6 years in their PhD program by the end of AY 20-21; and (2) GEs currently in their final year of their multi-year funding offer commitment as determined by each program's regular processes. All forms of support should be counted toward meeting the total promised years of funding support. For example, GE positions, training grants, external awards, Graduate School fellowships, and the like all count toward meeting the university's total promised years of funding support for any given student.
- b. GEs who: (1) meet the above qualifications; (2) indicate through a survey or other feedback mechanism that they need an extension of funding; and (3) will work as a GE for at least two terms during AY 20-21 will be provided with one-year of additional funding for AY 21-22 for so long as they are a GE in AY 21-22.
- c. The UO will consult with the GTFF by October 1, 2021 regarding ongoing impacts of COVID-19 and the availability of additional funding extensions for GEs who did not already receive an extension.

5. Resumption Plans: The unit will distribute resumption plans to GEs in their workplaces.

Changes to resumption plans will be communicated to GEs as they are made, and supervisors will be available to discuss questions or concerns. Principles for research resumption plans and phase appropriate rules can be found at: <https://research.uoregon.edu/covid-19-plans-for-research-recovery>. Current phases for particular labs can be found at: <https://research.uoregon.edu/covid-19-plans-for-research-recovery/approved-plans>. Current instructional department-level plans will be made available online.

6. Trainings: The university shall provide GEs with trainings on topics related to COVID-19, as prescribed by OSHA guidance. GEs can take trainings or review documents on work time.

7. Workplace Safety: When campus community members are not following the face mask safety regulation, other workplace safety regulations or any safety rule provided for in the unit's resumption plan, GEs are encouraged to remind the community member of the safety requirement; ask, or notify their supervisor to ask the person to comply with the rule or safety regulation; and, for face mask non-compliance, inform them of where a mask can be obtained. If the campus community member continues to refuse to comply with the safety requirement after being asked to comply by the GE and the person is in GE's workspace (the same room with four walls), the GE may leave their workspace. The GE may also leave their workspace if they tell their supervisor in-person or via electronic communication about the infraction within their workspace and the issue is not resolved.

If GEs leave the workspace as provided above, GEs should work with the supervisor to determine an alternative work assignment until the person leaves the workspace. Reports of non-compliance can also be made at:

https://cm.maxient.com/reportingform.php?UnivofOregon&layout_id=120

8. **Extension of credit reduction program:** The UO will allow GEs to petition for a credit reduction over winter term 2021 under the same terms provided for in the original credit reduction program. The parties agree to discuss an extension of the credit reduction program for spring term 2021 by March 29, 2021.

9. **Extension of Occupational Health and Safety Language:** Article 10 (“Health, Safety and Work Environment”), Section 2 is modified as follows.

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.**

10. **Retaliation Prohibition:** Retaliation for requesting a benefit or engaging a process described in this LOA is prohibited. Retaliation means taking an adverse action because of a GE’s request or engagement in a process provided for in this-LOA. Adverse action includes discipline, non-renewal, change in duties or hours or otherwise changing the GEs working condition because the person requested or engaged in a process provided herein.

11. **Intellectual Property:** Through winter term AY 20-21, the university will not capture material from remote courses, other than what may be necessary for academic continuity. This does not impact applicable:(1) UO policies; or (2) individual agreements related to the development of online courses.

12. Accommodations:

- a. **Space accommodations:** GEs should request equipment and software necessary to complete remote GE work from their hiring unit. If it is not operationally possible to provide certain equipment or software for home use, supervisors should provide on-campus work space for GEs. On-campus office spaces will comply with unit resumption plans and applicable safety regulations.
- b. **ADA accommodations:** The UO agrees to provide ADA accommodations to eligible GEs working from home. Accommodations for pre-existing disability-related needs or mental health conditions should continue to be followed by supervisors. GEs may request accommodations through the ADA process provided for in Article 10 of the CBA.

13. Collective Bargaining Agreement Extension:

- a. Article 42: of the CBA shall be modified to read: “This Agreement and Appendices G, H, I, J, and K shall be effective from November 11, 2019, the date of ratification by the parties below, through June 15, **2023.**”
- b. Article 24: This article will remain in full force and effect except that section 4 will be amended to include a statement that for AY 22-23, the university will pay \$105,797 for GTFE Trust administrative services.
- c. Except as stated in this LOA, the CBA and Appendices remain in full force and effect. Changes provided for in this section will remain in effect through the negotiation of a successor collective bargaining agreement.

14. Student Experience Surveys: The university will add fields to the instructor self reflection survey and student experience surveys that allow GEs to state the impacts of COVID-19 on their performance. Those statements will be reviewed and considered when assessing GEs' performance.

15. Satisfactory progress: Before a GE’s position is impacted as a result of dismissal from their program for failure to make satisfactory progress, the university shall consider how COVID-19 impacted the GE’s academic progress.

16. Term and Precedent: Unless stated specifically in the sections above, the terms in this LOA are effective until Executive Order 20-28 applicable to higher education in the State of Oregon expires or the end of AY 21-22, whichever occurs first. This LOA does not set a precedent with respect to future bargaining sessions or constitute a waiver of the university’s right to assert that subjects are permissible subjects of bargaining.

17. Complete agreement: This is the Parties’ final and complete agreement with respect to the implementation of the university’s resumption plans, the implementation of COVID-19 related state and federal executive orders, guidance and laws, and the subject areas described above. During the term of the CBA and except as stated in the parties’ agreements, neither party shall be obligated to bargain collectively with respect to any subject or matter described in the CBA or in this LOA. Notwithstanding the foregoing, if there are new state or federal laws related to COVID-19 or university policy changes that substantially impact working conditions, the parties retain their rights and obligations to impact bargain under Oregon law.


[Teresa Caprioglio \(Nov 30, 2020 14:52 PST\)](#)

For the Union
 Teresa Caprioglio – Lead Negotiator

Nov 30, 2020

Date

Michael Marchman
[Michael Marchman \(Nov 30, 2020 14:55 PST\)](#)

Michael Marchman – Staff Organizer

Nov 30, 2020

Date



For the University
 Missy Matella, Senior Director, Employee and Labor Relations

11/30/20

Date