Dear UFE Coordinating Committee and Stewards Council:

The UFE Bargaining Team has reached Tentative Agreements (TAs) through negotiations with Evergreen’s administration on two Memoranda of Understanding (MOUs). The MOUs address the following:

* Faculty furloughs related to budget shortfalls; and
* Safe working conditions during the Covid-19 pandemic.

What follows is a digest of key issues. The Bargaining Team recommends your support to move these TAs forward by recommending a yes vote by the UFE membership.

**Furlough MOU Digest**

* No layoffs of regular faculty for the 2020-2021 academic year.
* TESC will honor the verbal teaching offers made to adjunct faculty for the 2020-21 academic year.
* Full-time regular and full-time adjunct faculty will be furloughed with a credit-load reduction from 16 credits to 12 credits during winter or spring quarters; full-time faculty will also take 3 furlough days at the beginning of the contract period in September (9/14 through 9/16/20). The credit hour reduction (48 credits to 44 credits) plus the 3 furlough days equals a 10% workload reduction.
* Parallel with this work reduction, compensation will be reduced by 10% on the 2019-20 salary grid for all full-time regular and full-time adjunct faculty. While this is a sacrifice, it is much better than the original TESC proposal. Academic Dean salaries will also be reduced by 10% during the academic year. In addition, budgets for senior administrator salaries will be reduced by at least 10%. This represents fair reductions across the board.
* Furloughed faculty workload is protected. During the furlough quarter when faculty are teaching 12 credits, they will not be required to offer additional credit-bearing programs or courses when under-enrolled.
* Part-time faculty compensation is also protected and will not be reduced. Faculty who are scheduled to work less than full-time during 2020-21 or who have already taken work/pay reductions, will not take additional reductions (this includes regular half-time faculty, administrative faculty on 11-month contracts, regular faculty scheduled for one or more quarters of leave without pay, and adjunct faculty not on full-time contracts).
* Post-retirement contracts are postponed for the 2020-21 academic year, rather than cancelled.
* This MOU is silent on sabbaticals for 2020-21; they are already scheduled and will take place.
* The 3% COLA scheduled for 2020-21 is suspended; the legislature has not taken any action on this budget allotment, so it will be negotiated in the next round of bargaining.
* Faculty will continue to accumulate experience years on the salary grid.
* No financial exigency or financial emergency will be declared during the 2020-21 academic year
* Furlough MOU is for one year.

**Further context:** This Tentative Agreement on faculty furloughs is a response to the more extreme proposals that were considered earlier in negotiations. Due to proposed state budget cuts, lower enrollments and the health threats due to COVID 19, TESC proposed to furlough faculty with a 16.67% salary and student/faculty ratio reduction, along with undoing the planned 3% COLA increase for 2020-21. In addition, TESC President Bridges used the phrase “Financial Emergency” in a campus email, a phrase in the CBA that would enact serious consequences if it had been an official declaration.

The UFE went to work immediately and reviewed the TESC furlough proposal of reducing class size and proposed an alternative based on furlough time equal to a 20% cut in compensation. Led by UFE Chair Shawn Hazboun, the UFE held two faculty forums, one for UFE members and one for all faculty coordinated with the Agenda Committee. The UFE presented the TESC financial situation and the two furlough ideas. Faculty added invaluable ideas and critiques. The UFE and TESC bargaining teams dropped both furlough ideas and developed a new one described above.

The tentative agreement on furloughs incorporates several ideas from faculty, including reducing the furlough time and salary initial reduction of 16.67% to 10%, protecting adjunct with contracts, making sure health benefits are covered, bargaining administration salary reductions and other items. Further, the tentative agreement commits to no faculty lay-offs for the duration of the MOU.

**Safety MOU Digest**

This Safety MOU affirms that faculty do not have to teach in-person in the fall; if you do, there are protections and protocols, but your safety is in your hands. Choose wisely.

* Evergreen will follow reopening guidelines established by Governor Inslee's communications regarding higher education, including *Higher Education Proclamation 20-12.1*. Thurston and Pierce County Public Health Officers will review all safety plans for in-person instruction.
* Equipment purchases for home offices in support of remote instruction will be considered by the Academic Budget Office.
* No large, in-person lectures, workshops, or seminars are permitted.
* After Thanksgiving break, all classes will meet remotely with rare exception. All faculty and students returning from travel will adhere to self-quarantine restrictions.
* Faculty members will address Evergreen's safety precautions in their syllabi and/or Community Agreements.
* Faculty will not be assigned as COVID-19 Supervisors or Custodians.
* Evergreen will provide faculty teaching in-person with all safety supplies to comply with the college's safety plans.
* Some provisions of the Spring MOU dated 30 March 2020 will carry over to summer and fall quarters, including 1.c, which states, "student evaluations . . . included in the portfolio will be for informational purposes only, and not formally considered or evaluated as part of an annual review, third-year review, or five-year review."
* All other provisions of the CBA will remain in effect, including Article 18 - Workplace Safety and Health, which states in 18.5, "Faculty members shall not be required to work under hazardous conditions nor perform tasks that endanger their health or safety."
* Safety MOU ends 18 December 2020, unless extended by both parties.

The UFE Bargaining Team expresses its thanks to our faculty colleagues for recognizing the harsh realities we face and for offering ideas for us to consider. Like other Evergreen staff, we realize faculty are part of the solution by making these difficult sacrifices. We also thank the TESC Bargaining Team for working collaboratively in this hardest of negotiations. The UFE Bargaining Team recommends a YES vote to ratify these MOUs. The ratification timeline and MOUs will be found on the UFE website shortly.

In solidarity,

The UFE Bargaining Team--

Jon Davies

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Grace Huerta

Laurie Meeker

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