

UPI's Proposed:  
Memorandum of Agreement  
August 19, 2020

Collective Statement of Intent

Eastern Illinois University (EIU) and the University Professionals of Illinois, Local 4100 (UPI) support and appreciate each others' willingness to cooperate and collaborate during this uncertain time created by the COVID-19 pandemic.

During Phase 4 of the COVID-19 pandemic, EIU has prioritized face-to-face and on-campus engagement of students and employees. This MOA is entered into with the intent of mitigating as many negative effects of that decision upon UPI bargaining unit members as possible. We recognize that any institutionalized effort to address health and safety during the pandemic can only function to reduce risk, not to eliminate risk.

Most importantly, the aim is to ensure that the existing Collective Bargaining Agreement be maintained (to the degree possible) and that any temporary alterations to the Agreement be clearly stated in this MOA.

The parties agree to meet to renegotiate the terms of this MOA if any directive from the State is issued that is inconsistent with any part of this agreement.

Most of the terms of this MOA apply specifically to the period of EIU's response to the COVID-19 pandemic in its utilization of different modes of instruction to ensure continuity of education for students. Several terms relating to performance evaluations and hold-harmless survive this MOA.

The term "UPI bargaining unit member" generally refers to all EIU employees represented by the Unit A and Unit B UPI collective bargaining agreements.

Nothing in this agreement shall be construed as a waiver of either party's position with respect to what, if any, bargaining obligation exists regarding EIU's decision to offer in-person classes for Fall 2020.

This MOA is effective upon its acceptance by both parties and terminates upon the earlier of the end of the 2020-2021 academic year (the end of the academic year ends the day Summer grades are due) or when the State of Illinois and Coles County move into Phase 5 (as defined by EO 2020-38). This MOA supersedes the MOU dated March 19, 2020.

- 1) Faculty and ASPs complying with EIU's COVID-19 policies will be held harmless for any COVID-19 related illness by a student. Noncompliance with EIU's COVID-19 policies can result in disciplinary action.

- 2) All employees and members of UPI are encouraged to promote public safety and reduce risk by monitoring and instructing compliance with physical distancing and mask guidelines and policies. In extreme situations instructing non-compliant individuals to leave a classroom or campus is appropriate. Such action would not be considered negatively in evaluation for merit or retention decisions.
- 3) Faculty and ASPs with instructional assignments are expected to develop strategies to support students with COVID-related absences. These strategies may include, but are not limited to, narrated powerpoints, audio recordings, streaming video and student note takers.
  - a) EIU will not enter into any additional online program management system(s) and will continue its efforts to ensure a faculty member's intellectual property rights in course content.
  - b) Faculty may use Zoom technology with the assurance that EIU has conducted a legal review and found Zoom to have sufficient privacy practices and technical security measures to comply with FERPA.
  - c) Faculty will not be penalized should inadvertent downloading of malware or viruses occur.
- 4) When possible meetings will be held virtually. All employee on-campus meetings shall allow for remote participation. Meetings include department, organization (i.e., MEI), and governance. For those that are required to comply with the Open Meeting Act, a quorum is still required. An individual does not have to have a COVID-19 accommodation to participate remotely.
- 5) ASPs and Resource Professionals are permitted to work remotely. In cases of tasks that must be completed on campus, ASPs and Resource Professionals may work with their supervisors to collaboratively determine the least risky way to complete those tasks, such as open houses or other events where ASPs and Resource Professionals ordinarily participate. ASPs and Resource Professionals who choose to work on campus may determine which of their tasks may be performed remotely from on-campus locations. The decision (remote or face-to-face) is the employee's, in consultation with the student involved. Any equipment needed for remote meetings from an on-campus location will be provided by EIU.
- 6) ASP employees must agree to any change in job descriptions and annual work plan revisions due to COVID-19. With the exception of temporary work assignments (2 weeks or less), any changes to job description or work plan must be accompanied by a written explanation of which tasks are being removed from the employee's job

expectations in order to make time for the new tasks or by a written statement of how much overload pay the employee will receive for these changes.

- 7) ASP employees who engage in remote work while working on-campus will be held harmless for their decisions regarding remote (versus face-to-face) work but will remain responsible for performance of their work.
- 8) Office hours, independent study meetings, tutorials, independent research project meetings, etc., may be remote even if the faculty member (or ASPs with instructional assignments) and student are both on campus. The decision (remote or face-to-face) is the faculty member's (or ASP's with instructional assignment), in consultation with the student. In the case of lab-based research, studio meetings, etc., the faculty member (or ASP with instructional assignment) will have the final determination of how these activities will occur.
  - a) As appropriate, Faculty and ASPs with instructional assignment are expected to respect and honor student requests to be remote.
- 9) Faculty and ASPs with instructional assignment have primary authority over course content and pedagogy. In situations of site supervision, faculty will have final decision-making authority regarding the nature of their student interactions at off-campus locations (internships, practica, etc.) and the nature of interactions with off-campus organizations and will advise students with primary attention paid to our students' safety and health.
- 10) Faculty, and ASPs with instructional assignment, teaching hybrid are able to determine the appropriate percentage of course content that will be remote and what percentage will be face-to-face with the understanding that courses with 24% or fewer required contact hours face-to-face are generally considered an online course. This MOA recognizes the value of hybrid courses in the current environment as they permit continued face-to-face learning experiences.
  - a) In the event that a student in a face-to-face class tests positive for COVID-19, a faculty member (or ASP with instructional assignment) may be required to temporarily move all face-to-face teaching to remote delivery for a period of two weeks based on guidance provided by the IDPH standard contact tracing protocol.
- 11) In the event that a faculty member (or an ASP with instructional assignment) teaching hybrid or face-to-face tests positive for COVID-19 but is asymptomatic, the instruction will be moved to remote delivery for at least two weeks.
- 12) In the event that a faculty member, or ASP with instructional assignment, teaching hybrid or face-to-face exhibits COVID-19 symptoms (with or without a positive test

result) and another faculty member or faculty members are needed to substitute teach the course, those substitute instructors have the authority to determine what percentage of the substitute instruction will be remote, face-to-face or hybrid. Notwithstanding, substitute instruction for remote courses will continue to be taught remotely.

- 13) Substitute instructors will receive 0.25 CUs for every 1-week of substitute instruction (beyond first two weeks--beginning in Week 3 of a course's substitution). No single substitute assignment (i.e., a single course) can exceed the maximum CU assignment for the original course. COVID-related overages will be exempted from overload maxima. The administration is expected to minimize the amount of substitute work assigned to any single UPI member to a maximum 3 CUs per semester. When and where additional substitute work may be assigned to a single faculty member, the administration via the chair must notify the UPI President and/or designee.
- 14) Delivery of a course remotely—online or hybrid—during the COVID-19 crisis does not constitute instructor or departmental approval of that course for remote delivery in the future.
- 15) Notwithstanding any change in modality resulting from any remote work accommodation or guidance from either Coles County Health Department, Sarah Bush Lincoln, and/or the State of Illinois:
  - a) Any change in teaching modality will be recognized for DACs or evaluation purposes as a new course design.
  - b) All employees who received approval to teach in an online/remote/hybrid modality before Aug. 6, 2020, will retain that approval. Approvals will remain in effect for the duration of this MOA.
  - c) Subject to a request being made to their respective Department Chairs on or before the first scheduled class meeting, pursuant to Article 6.11 (Unit A) and 6.1m (Unit B), EIU hereby allows members teaching courses face-to-face at any level the ability to teach any course remotely or hybrid for Fall 2020. Spring 2021 declarations must occur by December 1, 2020.
- 16) UPI members will be held harmless for any issue arising from failure of networked computing platforms or the university's computing network; this includes but is not limited to an inability to hold virtual/remote class sessions or late grade submissions.
- 17) Student evaluations of instruction will be collected as usual, for accreditation purposes. Inclusion of student evaluation scores for Spring 2020, Summer 2020 and

Fall 2020 in faculty portfolios will be at the discretion of the faculty member. Faculty members may choose to substitute an average of up to four (4) semesters of student evaluation scores in lieu of the COVID-19 era scores. Any indication that chair or dean evaluations or employee reappointments are influenced by this by this substitution will be treated as inconsistent with the principles of the EIU-UPI agreement, this MOA and the approved DAC.

- 18) Each annually contracted faculty member will be allowed to choose, in consultation with their chair/supervisor, what evaluative materials will be used to determine future employment, merit increases, and PBIs. For example, one Unit B ACF may choose to use Spring and Fall student evaluation scores as usual, while another may choose to substitute an average of up to four (4) semesters of student evaluation scores instead of the scores from Spring 2020, Summer 2020, Fall 2020, and Spring 2021 (if the COVID-19 crisis continues into Spring 2021). Any indication that chair or dean evaluations or employee reappointments are influenced by this by this substitution will be treated as inconsistent with the principles of the EIU-UPI agreement, this MOA and the approved DAC.
- 19) Faculty in departments where DACs specify a particular number of service, research, or creative activities required to achieve a particular evaluative adjective are encouraged to include in their evaluation portfolios statements (with supporting documentation) identifying the ways the COVID-19 semesters affected their service and/or research/creative activity. All evaluative bodies will be strongly urged to give these statements their most careful consideration and to evaluate tenure/promotion portfolios on the basis of the quality, rather than quantity, of the work achieved during this time. We recommend departments with numerical expectations for service, teaching, research and creative activities in their DACs submit revisions by addendum no later than October 1, 2020 to the VPAA.
- 20) For those probationary faculty members whose work has been substantially interfered with because of the COVID-19 pandemic, the probationary period may be extended pursuant to procedures described in Article A10.6.b(4) of the Collective Bargaining Agreement.
- 21) It is strongly recommended that departments with numerical expectations for service, teaching, research and creative activities in their DACs submit revisions by addendum no later than October 1, 2020 to the VPAA.
- 22) Merit based processes (PAI, PBI and merit) allowed in the collective bargaining agreement should be consistent with principles outlined in paragraphs 16-20. Virtual participation in workshops, professional development activities, and campus events will be counted the same as traditional participation.

- 23) During the defined COVID-19 era, all members have the ability to appeal to the VPAA regarding merit-based decisions and/or evaluations.
- 24) Booth library practices will vary by phases with phase 3 (and summer term) characterized by reduced hours, closed stacks, and no general public access. In phase 4 (Fall 2020), Booth will be compliant with all IBHE guidelines as they relate to limited gatherings and the status of the stack will be based on practices of peer IL institutions. Library practices will vary by phase, at this time, opening stacks is inconsistent with state guidelines and, therefore, will be closed.
- 25) The University commits to having a dynamic dialog with community partners, public health officials and the State to respond to public health needs, and will not solely rely on regional data.
- 26) Entrances and exits of buildings in which students and/or the public are allowed:
  - a) Where possible, the University will designate lobby doors with entrance- only or exit- only options. The University will place spacing markers in lobbies and circulation-flow markers in high-traffic areas. The University reserves the right to alter or re-designate signage as necessary.
- 27) In buildings with multiple stairways, where possible, the University will designate stairwells as up- only or down- only (except in the event of building emergencies). The University reserves the right to alter or re-designate signage as necessary. Students or employees in violation will be reminded of public health guidance on this matter.
- 28) The University will operate elevators at reduced capacity. Maximum capacity will be posted by each elevator bank.
- 29) The University agrees to purchase and install HEPA air filtration units for the classrooms. Delivery expected to occur on or about 8/24/20. Classrooms in which face-to-face and hybrid learning is scheduled will be prioritized. Windows may be open in classrooms, regardless of heating/cooling settings, when possible.
- 30) Faculty leading educational experiences in laboratories and studios may also determine that participation may require additional PPE such as face shields, goggles and gloves.
- 31) Pursuant with IBHE and public health guidance, appropriate facilities and public spaces will receive daily cleanings and/or disinfection.
- 32) The University will install hand sanitizing stations within view of entry points of buildings and large common areas such as dining halls and eating spaces, Booth Library, gymnasiums, the Rec Center, and Residence Hall common rooms.

- 33) Where appropriate, Departments will institute sanitizing protocols for the checkout and return of instructional equipment.
- 34) EIU will make reasonable efforts to maintain a sufficient supply of disposable masks for faculty/ASPs with instructional assignments who are teaching face-to-face to take with them to class to hand out to anyone without one.
- 35) If a faculty member has a concern about the safety of an assigned classroom, they should contact their chair and determine if the room is compliant with this MOA. If not, the faculty member may request a room change.
- 36) On August 18, 2020, EIU released a temporary Flexible Work Schedule policy to help employees navigate the dual responsibility of employee/caregiver during work-time hours. In situations in which the temporary Flexible Work Schedule may not be fully appropriate, individuals should contact their UPI representative who will follow-up with administration.
- 37) EIU will continue to utilize its best efforts to secure a vendor to perform COVID-19 surveillance testing on campus, with targeted start to occur within five weeks. In the short-term, EIU will utilize Sarah Bush Lincoln's services for surveillance testing to the greatest extent possible.
- 38) UPI members are urged to contact the office of Academic Affairs with any health and safety issues raised by the Union.
- 39) The parties agree to select an arbitrator within fourteen (14) days of acceptance of this agreement to resolve disputes that arise under this agreement that directly implicate the health and safety of the employees covered by the agreement. If a dispute arises under this agreement that directly implicates the health and safety of a bargaining unit member, the President of the EIU Chapter and the Provost, or his designee, will meet within 24 hours upon written notice of such dispute in an attempt to resolve the dispute. If the Chapter President and the Provost, or his designee, cannot resolve the dispute, the parties agree to immediately submit the dispute to the agreed arbitrator for resolution. The arbitrator's decision shall be final and binding. The parties further agree that during such expedited arbitration process the Union will not seek to enjoin the University regarding the issue in dispute.
- 40) If it is believed an MOA is required for any part of the 2021-2022 academic year, the parties will convene in early summer, 2021, to begin discussions in good faith with the goal of reaching agreement on an MOA.

The parties agree to meet in early summer, 2021, to discuss whether a new MOA is required for the 2021-2022 academic year and, if so, to begin discussions in good faith with the goal of reaching agreement on an MOA.

Upon agreement of this MOA, UPI agrees to withdraw any known grievance related to the issues addressed in this MOA, including the grievance it filed on August 5, 2020, and its unfair labor charge with the Illinois Educational Labor Relations Board (Case No. 2021-CA-0010), including its effort to seek injunctive relief in support of the charge.

So Agreed:

For UPI

For EIU

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Jeannie Ludlow, PhD

President UPI

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Jay Gatrell, PhD

Vice President Academic Affairs & Provost