

WIU/UPI Memorandum of Agreement
COVID-19
March 20, 2020
(Revised on August 22, 2020)

Preamble: The parties recognize that the list of these agreed upon conditions is not exhaustive and that either party may seek to revise and/or add to this Memorandum of Agreement as additional issues develop or become known.

Definitions:

Alternate Format: Any distance learning format that provides the instructional content for a course which a faculty member can successfully manage, as defined in the Temporary Alternative Work Arrangement.

Critical Incident Period (CIP): As determined by the University President, the time period during which usual face-to-face working conditions are suspended due to concerns related to Covid-19.

UPI and the Administration agree to the following provisions:

1. **Duration:** This revised agreement will be in effect beginning August 24, 2020 and will continue until the Critical Incident Period terminates.
2. **Notice of Termination of the Critical Incident Period:** The UPI must be provided advance notice of the planned termination of the Critical Incident Period by the University President.
 - a. Said notice of the termination of the Critical Incident Period shall identify the date on which the Critical Incident Period will terminate.
 - b. Said notice of the termination of the Critical Incident Period shall be provided to the UPI 10 calendar days in advance of the identified termination date.
 - c. The termination of the Critical Incident Period will not occur during an academic term.
 - d. The union does not waive any rights it has to bargain changes in work conditions under the Illinois Educational Labor Relations Act.
3. **Revisions to the MOA:** Revisions to this document become effective on the date both parties sign the revised agreement. The effective date(s) of revision will be clearly identified in the header of the document.
4. **Time Cards:** As per usual practice, members must submit accurate time cards.
5. **Privacy Concerns:** In order to facilitate the availability of faculty for real-time student contact, the University encourages the use of Google Meets or Zoom.
6. **Faculty Responsibilities**

- a. Faculty may choose the instructional modality of their assigned courses for the duration of the critical incident period and work with their immediate supervisor to ensure that course content and quality will be maintained.
 - b. Faculty may choose to convert a face-to-face course to a hybrid or remote only course or a hybrid course to remote only course at their discretion. Faculty must notify their chair with as much advance notice as possible if they are changing the modality of a course.
 - c. Faculty are reminded that face-to-face classes may be taught to up 74% remotely without a change in modality.
 - d. Initial declarations for spring 2021 must occur by December 1, 2020.
 - e. Faculty declaring a change in their modality must also notify the students in affected courses.
 - f. Faculty working remotely during the Critical Incident Period must complete the Temporary Alternative Work Arrangement Agreement.
 - g. Office Hours will be maintained per the contract and may be held entirely remotely. Additionally, faculty will attempt to answer student emails and inquiries within twenty-four hours.
7. **Work Flexibility:** Any member of a bargaining unit subject to a collective bargaining agreement represented by the UPI, who has need for schedule flexibility (beyond the terms of any already established Temporary Work Arrangement Agreement) should work with their direct supervisor to seek a mutually acceptable arrangement. The direct supervisor shall work with the employee to address work schedule flexibility requests. In cases where a mutually acceptable arrangement is not achieved, the member may submit a written request to have a meeting with their direct supervisor, another administrator, and a UPI representative. This meeting shall occur within 5 working days of the request, with the goal of working collaboratively to find a timely, mutually agreeable outcome and reduce the likelihood of formal grievance.
8. **Course Evaluations:**
- a. Course evaluations shall be conducted for all courses taught in the modality (at the time of the evaluation) chosen by the faculty and/or originally scheduled by the chair.
 - b. Results of student course evaluations conducted during the Critical Incident Period need not be included in retention, tenure and promotion portfolios and merit raise applications if the results do not reflect a 65% or greater student participation rate in the evaluation process.
 - c. Where student course evaluations were not conducted or were not required to be included in the retention portfolio, faculty will be held harmless for the lack of inclusion of those materials.
 - d. Peer/Chair evaluations, where necessary according to requirements established in department criteria, must be completed per department criteria and included in retention/tenure/promotion portfolios, if the course in which the evaluation is taking place is still being conducted in the same format/modality that was listed for the course in STARS on the 1st day of the semester. Departments will be permitted to develop a Virtual Peer/Chair Evaluation Form, if deemed necessary by the majority of faculty in each department.

- e. When course evaluation results from during the Critical Incident Period are reported in future retention, tenure and promotion portfolios, as well as merit raise applications, evaluators must consider the likelihood that evaluations may have been negatively impacted by COVID-19. In the event of a negative decision by a portfolio reviewer, that decision must be accompanied by a statement which provides evidence of how adjustments to the conduct of the course due to COVID-19 were determined to not be a factor in the decision.
9. **Intellectual Property Rights:** The University will not consider materials created for alternate format period teaching as products made under the "work for hire" rules. During the Critical Incident Period, faculty retain 100% interest in any materials created for class use, unless compensated.
 10. **Online Course Development:** Online course development during the critical incident period will continue to be compensated according to Article 16.4.a.2 of the WIU/UPI Agreement 2017-2021. Unless compensated, online materials developed during the Critical Incident that later become part of an authorized online course will not prevent a faculty member from receiving benefits outlined in Article 16.4.a.2 of the WIU/UPI Agreement 2017-2021.
 11. **Virtual Conferences and Cancelled Conference Presentations:**
 - a. For purposes of retention, promotion, tenure, and merit evaluations, the presentation of a paper or other presentation at a virtual conference, per discretion of department level evaluators, shall be accepted for the requirement of presenting at a conference. The department criteria still apply for assessment of the value and appropriateness of the conference.
 - b. For purposes of retention, promotion, tenure and merit evaluations, the acceptance of a paper or other work for presentation at a conference subsequently cancelled due to the Covid-19 pandemic, when accompanied by proof of the conference's cancellation can be counted, per the discretion of department level evaluators, to satisfy DPC language that specifies the requirement of presenting at a conference.
 - c. In cases where the university paid any costs toward a conference subsequently cancelled due to the Covid-19 pandemic, employees are required to seek refunds for such expenditures to the maximum feasible extent. However, employees will not be held responsible for unrefunded charges.
 12. **Academic Support and Civil Service (Library Operation Associates) Personnel:**
 - a. All ASPs may choose the extent of their remote work arrangements for the duration of the critical incident period and work with their immediate supervisor to ensure that service content and quality will be maintained.
 - b. Individuals working remotely during the Critical Incident Period must either complete the EOA Accommodation Request Form or a Temporary Alternative Work Arrangement Agreement.
 - c. Appointments and other forms of interactions associated with the job description will be maintained per the contract and may be held entirely remotely.
 - d. From time to time it may be necessary for employees to perform essential work on campus and/or hold face-to-face meetings with proper safety precautions.

13. **ACE Assignments and Tutored Study**

- a. The awarding of ACEs for labs, studios, and other courses during the critical incident period will remain consistent with the assignment of ACEs as currently addressed throughout Article 18 of the WIU/UPI Agreement 2017-2021, unless modified by language in this MOA.
- b. Faculty will be held harmless for course enrollments (including studio courses and lab sections) that have been lowered to fit room capacity based on physically distanced instructional spaces during the Critical Incident Period.
- c. Where physical distancing standards during the critical incident period require a lab, studio, or class to be split into additional face-to-face sections, faculty will be provided additional ACEs as per Article 18 of the WIU/UPI Agreement.
- d. Faculty will be allowed to waive one tutored study designation each semester for the duration of the Critical Incident Period.

14. **Retention, Tenure and Promotion Processes**

- a. Retention, tenure and promotion documents can be submitted electronically, according to the preference of the submitting faculty member. To enhance the secure submission of retention, tenure, and promotion documents, the university is encouraged to develop electronic submission processes using secure methods.
- b. Unit B Retention: During the critical incident period, the criteria for retention for Unit B faculty will follow the normal procedure. Where student course evaluations (see MOA item 8) were not conducted or were not required to be included in the retention portfolio, faculty will be held harmless for the lack of inclusion of those materials.
- c. Unit A Retention, Tenure and Promotion, and Merit Raise: During the critical incident period, faculty must meet the retention, tenure and promotion requirements specified in the department criteria for scholarly and professional activities or they can opt to take the COVID pause, which they may request within one (1) year of the termination date of this agreement or the last day the next fiscal year whichever is later.
- d. Service Requirements: Since most service requirements can be fulfilled remotely the departmental, college, and University requirements for service will remain for all RTP purposes as defined in individual Departmental criteria.

15. **Covid-19 Pause and Stop-the-Clock.** Faculty that have experienced challenges or difficulties in maintaining their scholarly or professional activities as a result of interruptions to their research and/or publication plans may request a one-year Covid-19 Pause (equivalent to stop-the-clock) in their retention, tenure, promotion or merit evaluation process. Use of a Covid-19 Pause does not eliminate the availability of the contractual Stop-the-Clock option, or negate the grounds for the use of the Stop-the-Clock option, per Articles 20.9.f or 20.10.j.

16. **Cleaning the Instructional Space:** Cleaning materials will be provided in each classroom by Facilities Management. Faculty and students in on-campus courses may choose to wipe down their instructional areas at the beginning of each class period with the materials provided. Nothing in this provision relieves the university from ensuring that all campus spaces are cleaned properly by university staff.

17. **Conduct of Labs, Studios and Similar Instructional Settings**

Faculty leading educational experiences in instructional settings or situations that are difficult to physically distance due to physical space constraints, course content, or instructional method, may request through their chair and dean additional protections (surgical masks, face shields and gloves) as deemed necessary. Upon request, the university will make every reasonable effort to provide said additional protections to the requesting faculty member.

18. **Library Work Conditions**

The Library Return to Work Plan, submitted by the Interim Dean of Libraries is incorporated into this agreement by reference. Should UPI bargaining unit members housed in the libraries have specific concerns with any details of this plan, this MOA allows for modifications to that plan per mutual agreement via discussions between the administration and the UPI.

19. **Building and Classroom Safety**

The university agrees to increase building and classroom safety by ensuring that:

- a. Spaces are ventilated with the maximum amount of outside air the system is capable of handling;
- b. HVAC filtration will be improved to MERV 13 or the highest achievable level that the system will allow;
- c. Portable HEPA filter room cleaners with appropriate clean air delivery rates for the room will be installed in all classrooms needing additional mitigation and will run during normal teaching hours and at least one hour before and after in each classroom.
- d. Said HEPA filters will be positioned to maximize effectiveness for the entire room;
- e. Standard HVAC systems will not be cycled; specialized systems will be operated on a necessary basis.
- f. The administration will meet with the UPI a minimum of once a semester to discuss air quality issues and concerns should the union request it.

20. **Health and Safety Measures and Testing Protocols**

- a. **Testing:** For each semester impacted in whole or in part by the Critical Incident Period, the university administration will provide to the union an executable plan for mandatory Covid-19 testing for all employees and students. Said executable plan will:
 - i. Detail the manner in which the gateway testing of all employees and students will occur for each semester impacted by the critical incident period;
 - ii. Detail the manner in which surveillance testing of all employees and students will take place for the duration of each semester impacted by the critical incident period;
 - iii. Verify that the administration has secured the necessary support and supplies to be able to execute said testing plan for each academic semester impacted by the critical incident period.
 - iv. Administration reserves the right to adjust the plan based on the availability of the supply chain.
- b. **Public Access to Campus Health and Safety Data:** The University will publish a dashboard and update regularly health and safety metrics including positivity rates of both the Macomb and QC campuses in order to keep the university community informed.

- c. **University Metrics for Ending On-Campus Classes:** The University will use campus metrics published in the dashboard to identify conditions that will no longer allow on-campus classes to continue. Said metrics will not exceed levels established by the Illinois Department of Public Health.

21. **Different Rules for Resuming and Maintaining On-Campus Classes on the Macomb and QC Campuses:** Given the different rates of positive Covid-19 testing in the two different geographical regions served by the Macomb and QC campuses, each campus will be treated as independent units regarding resuming and maintaining on-campus classes during the duration of this MOA.

22. **UPI Members Held Harmless for Negative Evaluations**
Members of a bargaining unit represented by the UPI will be held harmless for sanctions brought against them and/or employment action for enforcing health and safety protocols established by the university administration.

23. **Computing Infrastructure and Data Breaches**
 - a. UPI members will be held harmless for the failure of either the university's own computing network or for the failure of computing networks (e.g. Zoom, Google Meets, etc.) used for teaching purposes, but should take all reasonable precautions to ensure that their personal computers are free from malware and malicious components.
 - b. UPI members will also be held harmless for any data breaches occurring as a result of the reasonable use of personal computer equipment in pursuit of their work as university employees. Employees must notify UTech and the Provost office within 24 hours of any known data breach.
 - c. In the event of the failure of a home network, employees will make every reasonable effort to fix the problem. If the problem cannot be resolved, and absent a mandated university closure, it may be necessary for a UPI member to return to the campus network to fulfill work assignments.

Upon agreement of this MOA, UPI agrees to withdraw any known grievance related to issues addressed in this MOA, including the grievance it filed on August 6, 2020, and its unfair labor practice charge with the Illinois Educational Labor Relations Board (Case No. 2021-CA-0009-C), including its effort to seek injunctive relief in support of the charge.

So agreed:

Western Illinois University

UPI Local #4100

Dr. Martin Abraham
Interim President

Dr. John Miller
President of UPI Local #4100

Dr. Russell Morgan
Chief Negotiator

Dr. William Thompson
Chapter President

Dr. Patrick McGinty
Chief Negotiator