

1 **Agreement between United Academics and the Employer**

2 **Memorandum of Understanding: Resumption of In-Person Work**

3 ~~Discussions~~ **The assessment** about whether work is best performed remotely or ~~in-person~~ **onsite may**
4 involve multiple **considerations** ~~factors~~, including but not limited to the health and safety ~~needs of~~
5 students, staff, **and** faculty, ~~their families, and the community~~; curricular needs; the availability of
6 ~~classrooms and safe workspaces~~; pedagogical effectiveness; and the situation or work responsibilities of
7 individual bargaining unit members. Academic units and/or colleges may make categorical
8 determinations to prioritize **onsite assignments** ~~in-person delivery of some types of courses~~ (for
9 instance, prioritizing courses for first-year students, graduating seniors, or graduate students for ~~in-~~
10 **person onsite** delivery; **providing animal care; and providing maintenance of experiments**). No
11 bargaining unit member whose work can be adequately performed remotely will be required to return
12 to **onsite** ~~in-person~~ work. ~~Judgments about whether to return to in-person onsite work will be made in~~
13 ~~consultation with the unit head or supervisor, but the final decision rests with the bargaining unit~~
14 ~~member.~~

15 If disagreement exists **between a bargaining unit member and a unit head** as to whether work can be
16 adequately performed remotely, unit heads may appeal to the Associate Provost for Employee and
17 Labor Relations for **further review**. ~~a determination~~. Bargaining unit members may challenge ~~this a~~
18 determination that they cannot adequately perform their work remotely via the grievance process
19 outlined in Article XXII of the Parties' Collective Bargaining Agreement, beginning at Step 3.

20 Bargaining unit members **engaged in onsite** ~~who were previously assigned~~ elected to return to **onsite** ~~in-~~
21 **person** work may **initiate** transition to remote work at any time by initiating a conversation with their
22 unit leadership **at any time about the possibility of transitioning to remote work**. No retaliation,
23 including discipline or a reduction in FTE, will be implemented based upon **the fact that a bargaining unit**
24 **member expressed a desire** ~~decision~~ to remain in or transition to remote work.

25 Bargaining unit members are responsible for working with their immediate supervisor(s) to formulate
26 plans that ensure that their work can be accomplished successfully, whether it be remote or in-person,
27 with the understanding the bargaining unit members retain their academic freedom, as outlined in
28 Article IX, in regard to their teaching and scholarship.

29 This Memorandum of Understanding represents the joint agreement between the Parties for the
30 Fall Term 2020 and will remain in effect until either **December 31, 2020, or on a date the Governor of the**
31 **State of Oregon rescinds the State of Emergency declared through the Executive Order 20-03, whichever**
32 **is earlier**. ~~a safe and effective vaccine for COVID-19 is available to bargaining unit members or either Party~~
33 ~~elects to renegotiate this Memorandum of Understanding.~~

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35 For United Academics:

For the Employer:

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