

August 6, 2020

United Academics Proposal

Agreement between UAOSU and the Employer

Memorandum of Understanding: ~~Continuation of Remote~~ Character of Work in Fall 2020

Decisions about whether work is performed remotely or on-campus involve multiple factors, including but not limited to curricular needs, the availability of classrooms and workspaces, pedagogical effectiveness, and the situation or work responsibilities of individual bargaining unit members. Academic units and/or colleges may make categorical determinations about certain kinds of work (for instance, prioritizing courses for first-year students, graduating seniors or graduate students for in-person delivery) while also working with individual bargaining unit members to determine whether they return to in-person work.

~~Each bargaining unit member is responsible for determining whether they return to in-person work.~~

~~Until a vaccine conferring immunity against Covid-19 is available to bargaining unit members, bargaining unit members not deemed essential personnel will be presumed to be working remotely unless they voluntarily elect to return to in-person work. Bargaining unit members who previously elected to return to in-person work may choose to transition~~ initiate conversation with their unit leadership to re-evaluate a decision to transition to remote work at any time. No retaliation, including discipline or a reduction in FTE, will ~~resume~~ be implemented based upon a determination that the bargaining unit member can effectively perform their position remotely ~~from the decision to remain remote or transition to remote work.~~

Bargaining unit members may challenge a determination that they cannot effectively perform their work remotely ~~their designation as essential personnel~~ via the grievance process outlined in Article XXII of the Parties' Collective Bargaining Agreement. Bargaining unit members are responsible for working with their immediate supervisor(s) to formulate plans that ensure that their work can be accomplished successfully whether it be remote or in person, with the understanding the bargaining unit members ~~retrains~~ retain their academic freedom, as outlined in Article IX, in regard to their teaching and scholarship.

This Memorandum of Understanding represents the joint agreement between the parties for the Fall Term 2020.

For United Academics:

For the Employer:
