

August 13, 2020

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

2 **Memorandum of Understanding: ~~Character of Work in Fall 2020~~ Resumption of In-Person Work**

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

15 Bargaining unit members who previously elected to return to in-person work may transition to remote
16 work at any time by initiating a initiate conversation with their unit leadership. No retaliation, including
17 discipline or a reduction in FTE, will be implemented based upon a determination that the bargaining
18 unit member can effectively perform their position remotely decision to remain in or transition to
19 remote work.

20 If disagreement exists as to whether work can be adequately performed remotely, unit heads may
21 appeal to the Associate Provost for Employee and Labor Relations for a determination. Bargaining unit
22 members may challenge a this determination that they cannot effectively adequately perform their
23 work remotely via the grievance process outlined in Article XXII of the Parties' Collective Bargaining
24 Agreement, beginning at Step 3.

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 Parties for the
30 Fall Term 2020 and will remain in effect until either a safe and effective vaccine for COVID-19 is available
31 to bargaining unit members or either Party elects to renegotiate this Memorandum of Understanding.

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34 For United Academics:

For the Employer:

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