

Agreement between United Academics and the Employer

Memorandum of Understanding: Resumption of Onsite/In-Person Work

No bargaining unit member whose work can be performed remotely will be required to return to onsite/in-person work.

The assessment about whether work is performed remotely or onsite/in person may involve multiple considerations, including but not limited to the health and safety of students, staff, and faculty, their families, clients, and the community; curricular needs; the availability of workspaces that comply with state and federal guidelines for COVID-19 health and safety; pedagogical effectiveness; and the situation or work responsibilities of individual bargaining unit members. Academic units and/or colleges may make categorical determinations to prioritize onsite/in-person assignments (for instance, prioritizing courses for first-year students, graduating seniors, or graduate students for onsite delivery; providing animal care; and providing maintenance of experiments).

Bargaining unit members engaged in onsite/in-person work may initiate a conversation with their unit leadership at any time about transitioning to remote work. No bargaining unit member whose work can be performed remotely will be prevented from transitioning their onsite/in-person work to remote work. No retaliation, including discipline or a reduction in FTE, will be implemented based upon the fact that a bargaining unit member expressed a desire to remain in or transition to remote work.

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

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 onsite/in-person, with the understanding the bargaining unit members 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 and will remain in effect so long as OSU is operating at Operations Level 2 or above per the university's current definitions. Either Party may request to ~~renegotiate~~ **revisit** the provisions of this MOU in advance of its expiration.

For United Academics:

For the Employer:
