

**EIU-UPI
MEMORANDUM OF UNDERSTANDING
6/30/21**

COLLECTIVE STATEMENT OF INTENT

Eastern Illinois University (EIU) and the University Professionals of Illinois, Local 4100 (UPI) support and appreciate each others' willingness to cooperate and collaborate during this uncertain time created by the COVID-19 pandemic.

During Phase 4 and Phase 5 (Illinois Restored), EIU has prioritized face-to-face and on-campus engagement of students and employees. This MOU is entered into with the intent of following public health guidance and ensuring safety of UPI members.

Most importantly, the aim is to ensure that the existing Collective Bargaining Agreement be maintained and that any temporary alterations to the Agreement be clearly stated in this MOU.

Most of the terms of this MOU apply specifically to the period of EIU's response to the COVID-19 pandemic to ensure continuity of education for students and that operational needs are met.

By its term, the MOA dated August 19, 2020, has expired. As indicated, some terms still survive and are incorporated herein. All members are to return to campus no later than July 6, 2021 (12-month appointments) or August 15, 2021 (9-month appointments) and remain responsible for performance of their work.

The terms "member" and "UPI bargaining unit member" generally refer to all EIU employees represented by the Unit A and Unit B UPI collective bargaining agreements.

This MOU is effective upon its acceptance by both parties and ends December 31, 2021. The parties may mutually agree to extend this MOU through Spring 2022, in full or part, on or before October 15, 2021.

ARTICLES

- I. Program needs are the primary determinant of modality in the assignment of duties and work plans. In light of COVID-19, Department chairs and supervisors are encouraged to consult members as they formulate workload and work plans for the upcoming semester. Members with unique situations are encouraged to meet with chairs and supervisors as soon as possible to discuss unique situations.

- A. Supervisory consultations regarding workload/plans should occur before Aug. 1, 2021, for Fall 2021; Oct. 13, 2021, for Spring 2022; and if this MOU is extended to Spring 2022, March 1, 2022, for Summer 2022.
- II. Schedule Accommodations and Adjustments
- A. All unvaccinated UPI members who are medically vulnerable (as documented by a health care provider with an underlying medical condition as defined by the Centers for Disease Control and Prevention [CDC] as of 7/1/21), will be accommodated to allow for remote-only activities for the duration of this MOU. Such individuals may return to professional campus activities upon submission of a medical release.
1. By Aug. 1, 2021, EIU will provide UPI members with clear instructions for how to apply for COVID-related accommodations due to ADA-recognized or CDC-defined health conditions, pursuant to Article II.A of this MOU.
- B. Department chairs and supervisors are encouraged to explore scheduling flexibility to support the needs of primary caregivers insofar as it is reasonably possible given program needs and historical modes of delivery prior to the COVID-19 pandemic.
- III. Faculty and ASPs complying with EIU's COVID-19 policies will be held harmless for any COVID-19 related illness by a student or coworker. Noncompliance with EIU's COVID-19 policies can result in disciplinary action consistent with the EIU-UPI Collective Bargaining Agreements, articles A16 and B13. Specifically, while following the terms of the Agreements, the Provost may consider sanctions against a member for non-compliance of COVID masking and social distancing under this MOU. A member's first violation may result in a letter of reprimand; a second violation may result in an economic penalty such as a one-day suspension without pay.
- IV. UPI members are urged to contact the office of Academic Affairs with any health and safety issues raised by the Union.
- V. The University will continue to require and enforce mask wearing consistent with state public health guidance in classrooms, labs, and studios. Outside of classrooms, labs, and studios, Illinois Department of Public Health (IDPH) and Department of Commerce and Economic Opportunity (DCEO) masking guidance will be followed. Based on public speaking practices last year and current state public health guidance, vaccinated faculty who are also physically distanced (at least 6 feet) for the duration of the entire class from masked students may lecture/teach without a mask or choose a face shield.
- VI. The University will make reasonable efforts to maintain a sufficient supply of disposable masks for faculty/ASPs to take with them to class to hand out to anyone without one.
- VII. The University will ensure that social distancing measures, based on state guidance and/or CDC guidelines, are enforced by moving courses and meetings to spaces large enough to accommodate the appropriate number of individuals or by decreasing class size.

- VIII. The University will provide HEPA filters for the classrooms and follow American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) guidance for classroom buildings as it relates to MERV13 filters.
- A. Facilities will develop and post HEPA filter protocols and operating instructions in all classrooms by August 1 and present the protocols to the Council of Chairs. The University and supervisors will share the protocols with UPI members.
- IX. Faculty with concerns about a specific assigned classroom (including concerns such as back-to-back courses), may request a change of their classroom. If available, a new location may be assigned.
- X. Unvaccinated UPI members must follow all University policies specific to masking and social distancing that are required of all unvaccinated employees.
- XI. Any UPI member has the right to wear a mask and social distance, without challenge or comment, in meetings, office hours, and other non-classroom environments. No student or UPI member will be asked to remove a mask, regardless of vaccination status.
- XII. EIU will continue to collaborate with Coles County Health Department in providing support for contact tracing of university members. EIU will continue to update its COVID-19 dashboard on the EIU homepage throughout the 21-22 academic school year.
- XIII. Where appropriate and based on the assignment of duties and an individual's work plan, UPI members may host virtual office hours and meetings with students. Office hours, independent study meetings, tutorials, research project meetings, advising, etc., may be remote based on prior practice even if the UPI member responsible for the meeting and the student(s) are on campus. No student will be required to meet in person if they are not comfortable doing so. In consultation with members, the Counseling Center leadership will develop work plans that meet the diverse needs of clients that combine multiple modes of service delivery.
- XIV. Where practical and available, alternate spaces should be used to maximize face-to-face interactions outside of the classroom. The decision for remote eligible tasks or activities (excluding required face-to-face events either on- or off-campus) is the employee's decision after consultation with the student(s) involved.
- XV. As appropriate, members are expected to respect and honor student requests to be remote for office hours and/or individualized activities.
- XVI. At no time will in-person advising/counseling result in room density in violation of DCEO/Illinois Board of Higher Education (IBHE) guidance.

XVII. When appropriate, meetings may be held virtually, and an individual does not have to have a COVID-19 accommodation to participate remotely. In contexts when the Open Meetings Act or local by-laws do not permit remote participation and/or the definition of a quorum excludes remote participation, then a non-vaccinated medically vulnerable member(s) will not be penalized for evaluation purposes as a result of a lack of participation in these situations. In all events, individuals are advised to work with committees and councils to ensure shared governance continues.

XVIII. Booth library, computer labs, gymnasias, Doudna Fine Arts Center, Tarble Arts Center, the Martin Luther King Student Union and other typically public spaces on campus will remain open to the public and follow all relevant sector/activity specific guidance required by state public health guidance.

A. With respect to public non-instructional spaces, the University commits to being in compliance with state guidance on venues from the DCEO and will address any concerns brought forward by UPI members. Additionally, the University commits to sanitizing and all IBHE classroom-specific protocols when public spaces are reset as classrooms or alternative learning spaces. Further, alternative learning spaces and traditional classrooms are prioritized for instruction with outside and registered student organization (RSO) use limited through at least the end of Fall 2021.

XIX. UPI members who are admission counselors and/or recruiters and who are expected to attend in-person recruitment fairs at high schools will be exempt from attending any event that does not follow Illinois State Board of Education (ISBE) guidelines and/or that substantially deviates from campus practices. In these situations, the member will consult with their supervisor regarding utilizing a remote recruiting strategy for the event.

EVALUATION:

XX. The protections described in this Article will survive this MOU.

A. All use of student evaluations must consider the impact that the pandemic had on course delivery methods, the fast turnaround to switch to virtual learning/advising/counseling in Spring of 2020, and the pandemic's impact on students' and UPI members' mental health and family situations. A member cannot be denied tenure/retention/promotion due to the pandemic's impacts on student evaluations. Particular attention should be paid to the potential impact on UPI members who are evaluated primarily on the basis of student evaluations of instruction.

B. Student evaluations of instruction will be collected, as usual, for accreditation purposes.

C. Student evaluation scores for Fall 2021, Summer 2021, Spring 2021, Fall 2020, Summer 2020 and Spring 2020 in faculty portfolios will be considered "COVID-19 era scores" for office hours and/or individualized activities.

- D. Inclusion of COVID-19 era scores will be at the discretion of the faculty member.
Faculty members may choose to substitute an average of up to four (4) semesters of student evaluation scores in lieu of the COVID-19 era scores.
- E. UPI members (Units A and B) who do not have three pre-pandemic academic years at the university may choose not to include student evaluations in portfolios.
- F. If student evaluations are not available due to COVID, the evaluation process will proceed without them.
- G. Any indication that chair or dean evaluations or employee reappointments are influenced by this substitution will be treated as inconsistent with the principles of the EIU-UPI agreement, this MOU and the approved DAC.
- H. Tenure/Promotion/Retention Processes: All evaluators must consider the impact that the pandemic had on research/scholarship/creative activity – including but not limited to – travel restrictions, lab/studio/exhibition and performance space closures, interruptions to work with research/creative collaborators (colleagues, professionals, and students)—, on service opportunities, and on members’ mental health and family situations. A member cannot be denied tenure/retention/promotion due to the pandemic's impacts on their research/scholarly/creative activity/service. Particular attention should be paid to the potential impact on UPI members who are probationary.
- I. Faculty in departments where DACs specify a particular number of service, research, or creative activities required to achieve a particular evaluative adjective are encouraged to include in their evaluation portfolios statements (with supporting documentation) identifying the ways the COVID-19 semesters affected their service and/or research/creative activity. All evaluative bodies will be strongly urged to give these statements their most careful consideration and to evaluate tenure/promotion portfolios on the basis of the quality, rather than quantity, of the work achieved during this time. Departments with numerical expectations for service, teaching, research and creative activities in their DACs are encouraged to submit revisions by addendum no later than October 1, 2021, to the VPAA.
- J. For the purposes of evaluation and merit-based processes, virtual participation in workshops, professional development activities, and campus events will be counted the same as traditional participation.
- K. If supervisor/peer/external evaluations required or recommended by the DAC are not available due to COVID, the evaluation process will proceed without them. This will apply to the supervisor/peer/external evaluations as required in the COVID impacted semesters of Fall 2021, Summer 2021, Spring 2021, Fall 2020, Summer 2020, and Spring 2020.
- L. For those probationary faculty members whose progress towards promotion and tenure work has been substantially interfered with because of the COVID-19 pandemic, the probationary period may be extended pursuant to procedures described in Article A10.6.b(4) of the Collective Bargaining Agreement. Probationary faculty members who have previously been awarded prior service credit may also elect to request to return an additional 1 year of service credit if 2 years had been provided.

- M. All processes to determine merit-based increases (PAI, PBI, merit, Achievement and Contribution awards) will adhere to the principles articulated in Article XX of this MOU.
- N. If any aspect of the merit-based increase application process is unavailable due to COVID, the process will proceed without it.
- O. During the defined COVID-19 era, all members have the ability to appeal to the VPAA regarding merit-based decisions and/or evaluations.

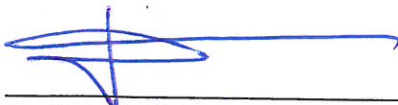
ADDITIONAL CONSIDERATIONS:

- XXI. EIU and UPI agree to follow all state public health guidance as it relates to variants and other dynamics of the COVID-19 pandemic. In situations where substantive new guidance emerges that requires enhanced mitigations and/or a change in campus practices (e.g., changes to work modality and/or strengthened safety measures), EIU and UPI will discuss modifications to this MOU and/or current practices.
- XXII. EIU and UPI agree to communicate regularly, ordinarily at least every two weeks, to assess any situations related to COVID-19 and attempt to resolve any agreed-to mitigation issues as soon as practical.
- XXIII. Both EIU and UPI agree to encourage all members to be vaccinated, assist with member education, and advocate/lobby for additional infrastructure funds to improve university ventilation systems for both short- and long-term benefits.
- XXIV. If any UPI member believes that they are being unreasonably treated regarding any aspect of this MOU, then that member can appeal the decision of their chair/supervisor to the Provost and the UPI Chapter President for review. The outcome of this review process shall not preclude the affected member from pursuing any relevant grievance process as provided by the current CBA.

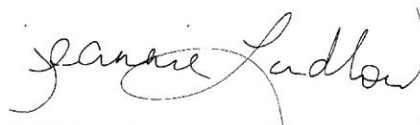
So agreed:

For EIU

For UPI



Jay Gatrell, PhD
Vice President Academic Affairs & Provost



Jeannie Ludlow, PhD
President, EIU chapter UPI

date: 6/30/21

date: June 30, 2021