

## Addendum to the 6/30/21 MOU between EIU & the UPI

The following clarifies and extends existing language in the Fall 2021 MOU through the Summer 2022 term. The MOU terminates on July 27, 2022 or earlier, if mutually agreed upon.

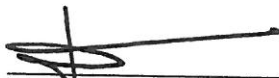
1. Spring 2022 and Summer 2022 shall be considered COVID-19 impacted terms, where appropriate and as it relates to evaluation. The COVID-19 period is defined as beginning in Spring 2020 through Summer 2022. Additionally, this defined period shall replace the periods specified in Article XX.C and Article XX.K.
2. The University agrees to include a UPI representative on any campus wide or multi-divisional or Academic Affairs COVID-19 planning committees and notify the UPI Executive on major COVID-19 policy changes that may impact work environments for UPI members.
3. Article III is hereby amended as follows: 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-19 policies including but not limited to masking, required testing, and physical distancing under this MOU. After verbal warning, a member's first COVID-19 violation following a verbal warning may result in a letter of reprimand; a second COVID-19 violation may result in an economic penalty such as a one-day suspension without pay.
4. Article V is hereby amended as follows with the addition of Article V.A: The University will continue to enforce state public health and IBHE guidance for classrooms, labs, and studios. Efforts to conform to these guidelines may include, but are not limited to: masking requirements, verifying employee vaccinations per the University's policy, supporting contact tracing on campus, routine COVID-19 testing, maintaining safe ventilation capacity in enclosed spaces, maintaining physical distancing on campus per IBHE guidelines, and deploying ongoing mitigation strategies across campus as outlined in the 6/30/21 MOU.
5. Article XIX is hereby amended as follows: UPI members with required assignments at any off campus venue will be exempt from attending any event face to face that does not follow Illinois State Board of Education (ISBE), IBHE or other relevant Illinois state guidelines, as applicable to the case. In these situations, the member will consult with their supervisor regarding utilizing a remote strategy for the event—if practical—or canceling if safe and reasonable alternatives are unavailable.
6. During the COVID-19 impacted terms beginning Spring 2022 through June 30, 2022, to the extent possible, any UPI member who has been vaccinated who, consistent with CDC and/or IDPH guidelines, is required to quarantine or who has been vaccinated and is the primary care

giver of a child (13 years or younger) who is required to quarantine, may work remotely during the period of quarantine.

7. Effective at the signing of this MOU, enrollment requirements to the Sick Leave Bank (as defined in the IGP 6.1 and delineated by the "Membership Guidelines" of the EIU Benefits Services) shall be amended as follows for any UPI members who either suffer from COVID-19 illness or who is the primary care giver to someone who is:
- a) All UPI members are immediately enrolled in the program through the duration of the current and any future COVID-19 impacted term. Upon the expiration of this MOU, membership through this MOU will be terminated;
  - b) Once a member receives benefits from the Sick Leave Bank, the member will be required to donate annually for the duration of their employment.
  - c) Members and non-members who are eligible to retire may not donate any of their remaining sick or vacation leave to the Sick Leave Bank.
  - d) Eligibility to receive leave from the Sick Leave Bank:
    - a. The member must have exhausted all accumulated sick and vacation leave;
    - b. Have a documented COVID-19 illness by a healthcare provider for oneself or immediate family member (as defined by the Policy); and,
    - c. Follow Policy procedures to apply for Leave.
  - e) Administration Guidelines. Appeal, Definitions, Exclusions. Payment of Leave, Termination of Sick Leave Bank Hours and Appeal of the Policy remains in effect unchanged by this MOU.

So agreed:

For EIU



Jay Gartrell, PhD  
Vice President Academic Affairs & Provost

October 25~~0~~, 2021

For UPI



Jennifer L. Stringfellow, Ph.D.  
President, EIU chapter UPI

October 25~~0~~, 2021