

WIU/UPI COVID-19 Memorandum of Agreement Fall 2021

Preamble: Western Illinois University will be operating in a mostly on-campus modality for Fall 2021. The parties recognize that the list of these agreed-upon conditions is not exhaustive and that either party may seek to revise and/or add to this Memorandum of Agreement as additional issues develop or become known.

UPI and the Administration agree to the following provisions:

1. Duration: This revised agreement will be in effect beginning July 1, 2021, and will remain in effect throughout the Fall 2021 semester. The union and the administration agree to meet at least once per month to assess the campus reopening process, plans, and conditions. Furthermore, changes in Centers for Disease Control (CDC) or Illinois Department of Public Health (IDPH) guidance will trigger a mandatory meeting and discussion between the administration and the union specific to the potential modification of this MOA. A decision regarding the extension of this MOA will be agreed upon by the union and the administration by October 31, 2021.
2. Agreement to Follow CDC Guidance for Institutions of Higher Education: Absent state- or local-level guidance specific to institutions for higher education, both the union and the administration agree that the CDC offers guidance designed to protect the public health, and agree to establish and follow the COVID-19 mitigation recommendations outlined in the CDC's June 4, 2021, guidance for institutions of higher education (<https://www.cdc.gov/coronavirus/2019-ncov/community/colleges-universities/considerations.html>).
3. Campus Vaccination and Vaccination Status:
 - a. The administration and the union agree to meet and discuss the possibility of a campus COVID vaccination mandate within 72 hours of the Federal Drug Administration (FDA) fully approving one of the COVID-19 vaccines. Until such time that a vaccination mandate is imposed, the university recognizes that it is operating, by CDC standards, as an "institution of higher education where not everyone is fully vaccinated" (<https://www.cdc.gov/coronavirus/2019-ncov/community/colleges-universities/considerations.html#section3>).
4. Right to Bargain: The union does not waive any rights it has to bargain changes in work conditions under the Illinois Educational Labor Relations Act (IELRA).

5. Revisions to the MOA: Revisions to this document become effective on the date both parties sign the revised agreement. The effective date(s) of revision will be clearly identified in the header of the document.
6. Time Cards: As per usual practice, members must submit accurate time cards.
7. Faculty Responsibilities:
 - a. Effective July 1, 2021, courses will be assigned in a manner consistent with the WIU/UPI Collective Bargaining Agreement.
 - b. Office hours will be maintained per the WIU/UPI Collective Bargaining Agreement.
 - c. As appropriate, bargaining unit members are encouraged to respect and honor student requests to be remote for office hours and/or other individualized activities.
 - d. For the purpose of simplifying contact tracing, faculty members must maintain seating charts and take attendance for all on-campus classes during the Fall 2021 semester.
 - e. Faculty are expected to include in their course syllabi clear policies on how COVID-related extended absences will be handled. Absence from class will be considered excused if the absence is due to a required isolation or quarantine based on a documented directive from a public health official or health provider, and if the instructor of record receives notification through WIU Student Success. The student remains responsible for contacting instructors to arrange to complete missed work as soon as possible and is ultimately responsible for material covered in class.
 - f. Any faculty member who does not want to return to working on campus (i.e., in-person) can choose to take a one-year unpaid leave.
8. Course Evaluations:
 - a. The protections described in this section will survive this MOA. Persons protected under this MOA will continue to be protected for retention, tenure and promotion. Because evaluation practices and processes were modified from Spring 2020 forward, those materials that were not collected, or not required to be submitted in portfolios, need to continue to be treated in the same manner throughout the impacted individual's career at WIU.
 - b. Course evaluations from Spring 2020 through the conclusion of this MOA shall be considered "COVID-19 era evaluations." Protections afforded COVID-19 era evaluations in the current and past MOAs shall also survive this MOA.
 - c. Course evaluations shall be conducted for all courses taught in the instructional modality in which the course was scheduled by the department chair/director
 - d. Peer/Chair evaluations, where necessary according to requirements established in department criteria, must be completed per department criteria and included in retention/tenure/promotion portfolios.

- e. The submission of course evaluations from summer session, intercession, and tutored study courses shall remain consistent with Article 20.11.f of the WIU/UPI Collective Bargaining Agreement.
- f. Regardless of the evaluation modality used (online or in-person), if there is a return rate of less than 65%, this will be noted in the portfolio.
- g. Where student course evaluations were not conducted due to COVID-19 era protections or were not required to be included in the submitted portfolio or materials, faculty will be held harmless for the lack of inclusion of those materials.

9. Virtual Conferences and Presentations:

For purposes of retention, promotion, tenure, and merit evaluations, the presentation of a paper or other presentation at a virtual conference, per discretion of department level evaluators, shall be accepted for the requirement of presenting at a conference. The department criteria will still apply for assessment of the value and appropriateness of the conference.

10. Academic Support and Civil Service (Library Operation Associates) Personnel:

- a. All ASPs will be required to work on campus, unless they have an EOA-approved accommodation permitting them to work remotely or have arranged a temporary remote work arrangement with their immediate supervisor, per Item 21 below.
- b. Admission counselors and/or recruiters who are expected to attend in-person recruitment fairs will be exempt from attending any event that does not follow Illinois State Board of Education (ISBE) guidelines and/or that substantially deviate from WIU campus practices. In situations where there is evidence that the event is not following established guidelines, the member will consult with their supervisor to develop an alternative recruiting strategy.
- c. Any ASP or LOA who does not want to return to working on campus (i.e., in-person) can choose to take a one-year unpaid leave.
- d. Library Return to Work Plan: The Interim Dean of Libraries and library faculty and staff will bargain the safe working conditions of the university libraries. The resulting agreement, submitted by the Interim Dean of Libraries, will be reviewed by the Provost's Office and, once mutual agreement is reached, will be incorporated into this agreement by reference.

11. ACE Assignments:

- a. Faculty will be held harmless for course enrollments (including studio courses and lab sections) that have been lowered to fit room capacity based on physically distanced instructional spaces during the period of this agreement.
- b. Where physical distancing standards during the period of this agreement require a lab, studio, or class to be split into additional face-to-face sections, faculty will be provided additional ACES as per Article 18 of the WIU/UPI Agreement.

- c. Where physical distancing standards during the period of this agreement require a lab, studio, or class to be adapted or change modality to fit physical distancing requirements, faculty will be provided additional ACES if the change results in a significant increase in workload. The number of additional ACES will be negotiated between the chair/director and faculty member, but will not exceed two per course. For example, adding only a livestream component to an existing on-campus course would not be considered a significant increase in workload. However, adding a significant online component to a course that is already being fully taught on campus, will be considered an increase.
- d. Faculty will be allowed to waive one tutored study designation during the 2021-2022 academic year. *Please note this benefit intentionally extends past the agreed upon duration of this MOA.*

12. Retention, Tenure and Promotion Processes:

- a. During the period of this agreement, retention, tenure and promotion documents will be submitted electronically using the university's electronic submission process.
- b. During the period of this agreement, faculty must meet the retention, tenure and promotion requirements specified in the department criteria for Teaching/Primary Duties, Scholarly/Professional Activities, and Service Activities, or they can opt to take the COVID-19 pause, which they may request up until June 30, 2022.
- c. Individuals who have opted to take the COVID-19 pause may voluntarily nullify the pause by notifying the Provost's Office and submitting their portfolio by the appropriate date specified in the University Timetables, as if the COVID-19 pause were not in place. Note: once the portfolio submission deadline has passed, the faculty member will no longer be able to nullify the COVID-19 pause.
- d. All evaluators must consider the impact the pandemic has 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), and on service opportunities.
- e. Any indication that evaluators are influenced by the lack of evaluative materials as a result of the bargained agreements associated with this and former MOA's entered into since Spring 2020 will be treated as inconsistent with the principles of the WIU-UPI agreement and this MOA.
- f. Unit B Retention: During the period of this agreement, the criteria for retention for Unit B faculty will follow the normal procedure. Where student course evaluations were not conducted or were not required to be included in the retention portfolio, faculty will be held harmless for the lack of inclusion of those materials.
- g. Unit A Retention, Tenure and Promotion: During the period of this agreement, faculty must meet the retention, tenure and promotion requirements specified in the

department criteria for Teaching/Primary Duties, Scholarly/Professional Activities, and Service Activities.

13. COVID-19 Pause and Stop-the-Clock:

Faculty who have experienced challenges or difficulties in maintaining their scholarly or professional activities as a result of interruptions to their research and/or publication plans may request a one-year "COVID-19 pause" (equivalent to stop-the-clock) in their retention, tenure, promotion or merit evaluation process. The COVID-19 pause must be requested no later than June 30, 2022. Use of the pause does not eliminate the availability of the contractual stop-the-clock option, or negate the grounds for the use of the stop-the-clock option, per Articles 20.9.f or 20.10.j of the WIU/UPI Collective Bargaining Agreement.

14. Cleaning the Instructional Space:

Cleaning materials will be provided in each classroom by Facilities Management. Faculty and students in on-campus courses may choose to wipe down their instructional areas at the beginning of each class period with the materials provided. Nothing in this provision relieves the university from ensuring all campus spaces are cleaned properly by university staff.

15. Conduct of Labs, Studios, Offices, and Similar Instructional Settings:

- a. Members of the bargaining unit working in settings or situations that are difficult to physically distance due to physical space constraints, course content, or instructional method, may request through their chair and dean additional protections (face masks, face or Plexiglas shields, and gloves) as deemed necessary. Upon request, the university will make every reasonable effort to provide said additional protections to the requesting faculty member.
- b. Members of the bargaining unit working in private or semi-private settings (such as faculty or advisor offices and similar settings) can choose to restrict entry of individuals into those spaces for the duration of this agreement. Convenient alternative spaces for appointments in which physical distancing standards can be maintained will be identified, organized, and arranged by the university.

16. Building and Classroom Safety:

The university agrees to continue increased building and classroom safety measures by ensuring that ASHRAE guidance is followed, and that:

- a. Spaces are ventilated with the maximum amount of outside air the system is capable of handling;
- b. HVAC filtration will be improved to MERV 13 or the highest achievable level that the system will allow;
- c. Portable HEPA filter room cleaners with appropriate clean air delivery rates for the room will be installed in all classrooms needing additional mitigation and will run

during normal teaching hours and at least one hour before and after in each classroom.

- d. Said HEPA filters will be positioned to maximize effectiveness for the entire room;
- e. Standard HVAC systems will not be cycled; specialized systems will be operated on a necessary basis.
- f. The administration will meet with the UPI a minimum of once a semester to discuss air quality issues and concerns should the union request it.

17. Health and Safety Measures and Testing Protocols:

- a. The union agrees to encourage all members to be vaccinated and follow outlined mitigations.
- b. The union agrees to assist with member education.
- c. The union agrees to advocate/lobby at state and federal levels (jointly with university preferred) for additional infrastructure funds to improve university ventilation systems for both short- and long-term benefits.
- d. The university will continue to collaborate with the McDonough County and Rock Island Health Departments in providing support for contact tracing of university members and will continue to update its COVID-19 dashboard throughout the 2021-2022 academic year.
- e. The university will maintain a COVID-19 testing protocol to which all members of the bargaining unit are expected to comply.
- f. Mask use: The university will mandate mask use by all faculty, staff, students, and visitors in all shared, public, and semi-private indoor spaces in which the vaccination status of all occupants is not or cannot be known. This includes classrooms, labs, studios, recital halls, shared offices, waiting rooms, dining facilities, residence hall lounges, libraries, and other similar spaces. Additionally, all UPI members have the right to wear a mask and physically distance, without challenge or comment in any work environment. No UPI member will be asked to remove a mask regardless of vaccination status.
- g. Physical distancing: The university will mandate physical distancing consistent with CDC standards in all shared, public, and semi-private indoor spaces. This includes classrooms, labs, studios, recital halls, shared offices, libraries, and other similar spaces in which the vaccination status of all occupants is not or cannot be known.
- h. COVID-19 testing: The university will mandate participation in a COVID-19 testing program.
 - 1. Students taking on-campus classes, and individuals working on campus will voluntarily provide evidence of COVID-19 vaccination before attending said on-campus classes or reporting to work.
 - 2. The university will maintain a testing program, to be provided free of charge, that includes a detailed policy consistent with CDC standards regarding contact tracing, quarantining and isolation.

3. Fully vaccinated individuals are encouraged to participate in said testing program at least once per week as a means of gauging the overall health of the campus.
4. Unvaccinated persons, and those individuals who did not disclose their vaccination status, will be required to participate in the COVID-19 testing program.
5. Unvaccinated individuals and individuals who did not disclose their vaccination status will be tested no less than once per week.

18. Enforcement of Health and Safety Measures and Protocols:

- a. Students who are non-compliant with health and safety measures or protocols (as noted in #17 above) will be subject to disciplinary action consistent with student conduct procedures found in the Code of Student Conduct and following the general process outlined in disruptive student behavior procedures (<http://www.wiu.edu/policies/disrupst.php>).
- b. UPI bargaining unit members employees who are non-compliant with health and safety measures or protocols (as noted in #17 above) will be subject to disciplinary action consistent with Articles 21 and 38 of the 2017-2021 WIU/UIP Collective Bargaining Agreement.
- c. University employees who are non-compliant with health and safety measures or protocols (as noted in #17 above) will be subject to disciplinary action consistent with established university procedures.

19. Campus Health and Safety Plan – Breakout Procedure

- a. Public access to campus health and safety data: The university will publish a revised dashboard and regularly update health and safety metrics to keep the university community informed of changing COVID-19 conditions on campus.
- b. University metrics for ending on-campus classes: The university will use campus metrics published in the dashboard and community metrics available via other sources to identify conditions that will no longer allow on-campus classes to continue, as follows:
 1. The university will establish thresholds for transitioning from on-campus instruction to distance delivery along four different factors:
 - i. The university's capacity for quarantine – the number of individuals in quarantine on campus who can be supported
 - ii. Infection trend at WIU
 - iii. Total number of active cases in the WIU community
 - iv. McDonough District Hospital capacity
 2. The university's response will proceed in stages:
 - i. Stage 1 – The university will alert all campus members of deteriorating metrics and cancel all non-academic events on campus.

- ii. Stage 2 – The university will temporarily move all instruction and academic functions to remote delivery (some exceptions may apply for internships or other on-site activities) for up to 14 days and check the relevant metrics again at the end of this period. Housing and dining will continue to operate, but with increased enforcement on distancing and mask-wearing.
 - iii. Stage 3 – The university will move all instruction and academic functions to remote delivery for the remainder of the semester.
 - c. Independent of the above triggers, if at any time during this MOA the university believes the health and safety of the campus community would be best served by discontinuing on-campus classes, the union agrees to meet and discuss the university's remote work plan and implementation timeline.
- 20. Macomb and QC Campuses to be Considered Independent Units: Given the different rates of positive COVID-19 testing in the two different counties in which the Macomb and QC campuses are located, each campus will be treated as an independent unit regarding resuming and maintaining on-campus classes (per item #7 above) for the duration of this MOA.
- 21. Remote Work and Work Flexibility: UPI bargaining unit members who have need for temporary remote work arrangements or a combination of remote work and schedule flexibility should work with their immediate supervisor to determine the conditions and duration of such arrangements. In cases where a mutually acceptable arrangement is not achieved, the member may submit a written request to have a formal meeting with their direct supervisor, another administrator, and UPI representatives. This meeting shall occur within 5 working days of the request, with the goal of working collaboratively to find a timely, mutually agreeable outcome and reduce the likelihood of formal grievance.
- 22. Obligatory and/or Expected Meetings: For the duration of this MOA, all members are permitted to request temporary virtual participation in all meetings (department, college, university, area, etc.) that they are generally obligated or expected to attend. Reasons for denial of such requests will need to be provided in writing (e.g., via email). In cases where virtual participation is not permitted, the member may submit a written request to have a meeting with their direct supervisor, another administrator, and a UPI representative. This meeting shall occur within five working days of the request, with the goal of working collaboratively to find a timely, mutually agreeable outcome and reduce the likelihood of formal grievance.

23. UPI Members Held Harmless:

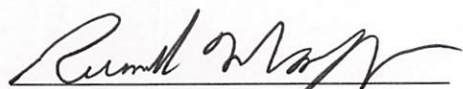
- a. Members of a bargaining unit represented by the UPI will be held harmless for sanctions brought against them and/or employment action for enforcing health and safety protocols established by the university administration.
- b. Members of a bargaining unit represented by the UPI will be held harmless for any COVID-19 related illness by a student or co-worker.

So agreed:

Western Illinois University




Dr. Guiyou Huang
President



Dr. Russell Morgan
Chief Negotiator

UPI Local #4100



Dr. John Miller
President of UPI Local #4100



Dr. Patrick McGinty
Chapter President