

1 **COVID MOU #23 FINAL BOT Proposal #01 (2021-03-04)**

2 *This MOU #2 will supersede MOU #1 TA'd on April 30, 2020*

3
4 **Statement**

5 During the current global health emergency brought on by the coronavirus pandemic, the
6 UFF-UCF faculty union and the UCF Board of Trustees are committed to maintaining the
7 productive and efficient operation of the University in a safe and healthy environment.
8 Local, state, federal, and international health organizations recommend social distancing
9 and wearing masks or facial covering as ~~the most~~ effective immediate responses to
10 reducing the spread of coronavirus. This agreement acknowledges those recommendations.
11 To this end, we agree that the following terms and conditions shall remain in effect until the
12 state of Florida declares an end to the emergency, escalates the emergency, or ~~December~~
13 ~~23, 2020~~ **August 7, 2021**, whichever comes first. During this period, as a best practice, the
14 University agrees to use its best efforts to inform ~~a designated UFF representative~~ all UCF
15 employees and students on its crisis management response through email and the
16 university's COVID-19 webpage, ucf.edu/coronavirus.

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18 **Assignment/Evaluation**

19 Current faculty, staff, and students rely on college and university education for their
20 present and future livelihoods. Florida and the nation depend on educated and skilled
21 workers beyond the pandemic. We shall strive to continue investing in UCF during the
22 economic downturn. We recognize that reductions in University funding can have a
23 negative impact on our local economy.

- 24
- 25 1 ~~The University and UFF-UCF agree to have open discussions on the potential work~~
26 ~~modalities for fall 2020 and spring 2021 semesters.~~
 - 27 2 The University shall permit faculty whose assignment ~~does~~ not require them to
28 return to campus to work in a remote setting ~~in Fall 2020 semester~~ through the
29 summer 2021 terms.
 - 30 3 Labs and offices shall remain open to the extent allowed by law and/or emergency
31 orders. Research procedures and safety protocols should remain in place, such as
32 the practice of conducting symptom and exposure monitoring every day before
33 coming to campus through the COVID Self-Checker.
 - 34 4 Given the uncertainty arising from COVID-19, it is possible that assigned activities for
35 ~~spring/summer~~ 2021 may change. Such changes shall be communicated to faculty by
36 ~~December 5, 2020~~ April 15, 2021, or as soon as is practicable.
 - 37 5 Supervisors should, in alignment with their department/unit's AESPs, take into
38 account the fact that research routines have been disrupted due to the pandemic in
39 evaluating faculty in annual evaluations and promotion portfolios. Where
40 quantitative research measures are explicitly or implicitly present in the AESPs, they
41 shall be proportionately considered during annual evaluation. For example, if an
42 AESP requires a faculty member to publish at least three journal articles per year to

Commented [CR1]: Additional clarity is intended.

43 earn a rating of Outstanding and the chair/director recognizes that data collection
44 for the faculty member's research has been impacted by COVID, the chair/director
45 could rate the faculty member Outstanding in research with two or more journal
46 articles published. Faculty are encouraged to have proactive discussions with their

47 chair or immediate supervisor regarding impacts to their research or creative
48 scholarship. Supervisors are encouraged to request a consultation meeting with a
49 faculty member to review their online teaching.

- 50 6 Should a course need to transition to another modality during the ~~fall~~spring 2021
51 semester or summer 2021 term(s) due to the health of the instructor or to the state
52 of the pandemic, the University shall use best efforts mitigate the disruption and any
53 adverse results for the students or the faculty.

- 54 7 The University shall continue to provide support and training for remote instruction.
55

56 **Intellectual Property Rights**

- 57 8 Instructors shall maintain rights to all course content, including content required to
58 be presented in an online format as provided in Article 18 of the UCF Collective
59 Bargaining Agreement.
60

61 **Tenure and Promotion**

- 62 ~~9~~—As previously agreed in the April 30th 2020 MOU, because there is uncertainty as to
63 the length of the COVID-19 health emergency, the University recognizes that ~~many~~
64 some pre-tenure faculty are still readjusting their research or creative scholarship
65 agenda. For example, child or adult care responsibilities, non-functioning laboratory,
66 non-accessible research archives, lack of student participation in research, lack of
67 opportunity to recruit students, delay in laboratories modeling, delays in procuring
68 laboratory equipments, etc., may have hampered ability to be research productive.

69 To ensure affected faculty's tenure progression is not negatively impacted from the
70 sudden and substantial disruption to research productivity, and to ensure tenure-
71 earning faculty have time to creatively adjust to new resources, conditions, and/or
72 work environments, upon demonstration of the hardship, the University will extend
73 their probationary period by one year, beginning with the 2019-2020 academic
74 year if requested. Any tenure-earning faculty member who is eligible to request an
75 extension by September 1, 2020, shall have until October 1/June 30, 2020-2021 to
76 request an extension. [https://facultyexcellence.ucf.edu/document/covid-19-tenure-](https://facultyexcellence.ucf.edu/document/covid-19-tenure-clock-adjustment-request/)
77 [clock-adjustment-request/](https://facultyexcellence.ucf.edu/document/covid-19-tenure-clock-adjustment-request/) If the faculty member later decides to not use the
78 additional year, he or she may forego the additional year provided by the extension.
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80 **Public Health and Safety**

- 81 9 On-campus innovations to combat the virus require funding to protect the health
82 and safety of students, faculty, and staff who return to campus for hybrid or face-to-
83 face classes. To date, the University has already invested in, for example, \$5 million
84 dollars to upgrades to its facilities, increased d cleaning, and provide training in health

85 protocols for all faculty, staff, and students who will be returning to campus. It has
86 taken extensive measures to mitigate risk and prevent the spread of COVID 19. A
87 complete description of all the health and safety precautions being taken by the
88 University may be found at the University's Coronavirus website:
89 ucf.edu/coronavirus.

90 **10 The University will provide employees with an on-campus assignment an N-95**
91 **mask, upon request.**

92 ~~10 A partial list of the steps already taken or in the process of being completed include:~~
93 ~~11~~

94 ~~12 Installing upgraded air filters and adding UV lighting in buildings~~

95 ~~13 Adding 1,200 hand sanitizing stations, including one in all classrooms~~

96 ~~14 Performing regular wipe downs of door handles, elevator buttons and bathrooms~~
97 ~~throughout the day.~~

98 ~~15 Adding 615 step and pull door openers as well as 530 plexiglass panels in high traffic~~
99 ~~areas such as the library and welcome center, and 400 retrofitted motion sensors for~~
100 ~~doors.~~

101 ~~16 Adding 1,350 touch-free paper towels dispensers in buildings that did not already~~
102 ~~have them.~~

103 ~~17 Providing reusable face coverings for all faculty, staff, and students at no cost;~~
104 ~~additionally retrofitting vending machines to provide masks at a fair cost.~~

105 ~~18 Fogging classrooms with anti-virus spray each night after classes end for the day.~~

106 ~~19 Roping off sections of seats in classrooms to promote social distancing.~~

107 ~~20 Reducing classroom capacities in large classrooms.~~

108 ~~21 Providing protocols for social distancing in open areas in offices and campus dining~~
109 ~~facilities.~~

110 ~~22~~

111 ~~A complete description of all the health and safety precautions being taken by the~~
112 ~~University may be found at the University's Coronavirus website: ucf.edu/coronavirus.~~

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114 **Security, Space, and Maintenance of Equipment**

115 12 The University shall consider all requests for additional technology and materials
116 required for faculty to meet their teaching, research, and service obligations. The
117 faculty member understands that all equipment, records, and materials provided by
118 the University shall remain the property of the University.

119 13 All UCF equipment will be serviced and maintained by UCF to the extent possible
120 given the limitations imposed by the current health emergency.

121 14 Faculty agrees to report to their department chair or immediate supervisor, the
122 incidence of lost, damaged, or unauthorized access of UCF equipment or systems at
123 the earliest reasonable opportunity, including any work-related accidents.

124 15 The University shall reimburse faculty or professional employees who are instructed
125 by their supervisor to purchase items or use P-cards to purchase such materials.
126 Documentation will be necessary for reimbursement.

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Social and Emotional Well-being

- 16 Prolonged physical distancing, isolation, death, and illness in our families and communities, and economic disruption may leave many employees with ongoing trauma and mental health issues. To promote a healthy environment, the University has provided a comprehensive website that provides the most recent UCF related COVID information. Faculty are encouraged to visit ucf.edu/coronavirus for the latest information. In addition, anyone who experiencing stress, anxiety, depression, relationship or family issues, or any other mental health or life issue is encouraged to seek help through the University’s Employee Assistance program, either by calling toll-free: **877-240-6863**, or by accessing the website HealthAdvocate.com/members.

Safe Working Conditions

- 17 The University shall consider any high-risk factors for COVID-19 that faculty members self-identify when making decisions about returning to campus. If the faculty member falls into one or more “at-risk groups” as defined by the CDC, [after providing the appropriate documentation required](#), they shall be allowed to remain at home and work remotely. Faculty members with household members who fall into one or more “at risk groups” may request to remain ~~and-at~~ home and work remotely [after providing the appropriate documentation](#). Such requests shall be evaluated on a case-by-case basis. Employees with disabilities who are in need of an accommodation due to the pandemic are encouraged to contact the Office of Institutional Equity. Employees with serious health conditions who are unable to perform any essential functions of their job due to the pandemic should contact Human Resources.

~~Employees are encouraged to use the leave available under the Families First Coronavirus Response Act when they are eligible, including emergency paid sick leave and expanded family and medical leave. Information about this leave is available on the University’s Human Resources website at <https://hr.ucf.edu/families-first-coronavirus-response-act/>. Employees are encouraged to use any COVID-19 related leave that becomes available under a federal or state mandate when they are eligible. Information about any such leave will be communicated to all employees, including on the university’s Coronavirus webpage, ucf.edu/coronavirus.~~

Employees are encouraged to communicate with their supervisors and/or Human Resources about alternative or flexible working arrangements to accommodate caregiving responsibilities. The University has asked supervisors to be as flexible as possible with employees’ schedules, and will make a good faith effort to grant an employee’s request.

Commented [CR2]: The FFCRA is no longer in force.

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As long as this MOU is valid, email communication will suffice in all cases where certified mail or personal delivery is required by the CBA. An electronic delivery receipt will be considered proof of receipt by the recipient.

Commented [CR3]: Adapted from MOU #1