

To mitigate the effects of the University's steps to address COVID-19, the University shall:

A. Compensation

1. Provide proportional compensation and/or course equivalency for time spent in excess of what would normally be dedicated to the following:
 - a. Preparing to teach;
 - b. Communicating about classes and responding to student concerns;
 - c. Converting classes from one format to another;
 - d. Learning to use new instructional tools and technologies, including but not limited to online and remote course environments and conference/meeting platforms;
 - e. Training GSI's, ASE's, readers, graders, tutors and undergraduate students in the use of instructional technology
 - f. Counseling GSI's, ASE's, readers, graders, and tutors on changes to instruction and pedagogy
 - g. Additional work that would normally be performed by GSIs and ASEs, especially when Unit 18 faculty have been instructed not to increase GSI/ASE workload
 - h. Training other faculty in the use of instructional technology
2. Reimburse the costs of all canceled work-related travel, including but not limited to costs of attending conferences at which the Unit 18 faculty member would have been identified as affiliated with or representing the University.
3. Not charge paid medical leave to or dock the pay of any Unit 18 faculty if a campus or work site is closed for health and safety reasons or if a Unit 18 faculty member is directed to be absent from work by the University or by public health officials.

B. Training and Support

1. Provide necessary equipment and home internet access free of cost to any student in a course taught by a Unit 18 faculty member.
2. Immediately (i.e., within 48 hours of TA) notify Unit 18 faculty in writing whom the University intends to hire for spring quarter 2020, but who are not yet on payroll, of instructional recommendations and requirements related to COVID-19 measures.
3. Designate a one-week training period for online and remote course conversion and training in online and remote pedagogy for the first week of instruction during the spring 2020 term on quarter campuses, and the first week of instruction

following spring break 2020 on semester campuses, and relieve all Unit 18 faculty from teaching responsibilities during that week.

4. Guarantee that training and other material assistance and support is immediately available to all Unit 18 faculty.
5. Provide a laptop with a camera suitable for web conferencing to all Unit 18 faculty.
6. Purchase (or direct bill) and provide all other equipment and supplies requested by Unit 18 faculty to convert and/or teach classes in new formats. When such equipment and supplies cannot be purchased or directly billed to the University, the University shall reimburse all out of pocket costs for such equipment.
7. Provide Unit 18 faculty with, or reimburse for, home internet access and/or increases to home internet speeds needed to effectively teach online or remotely.
8. Not oppose, impede, or object to any home office tax deductions or credits taken by Unit 18 faculty members as a result of working from home.
9. Immediately provide the names and contact details of campus officials to whom Unit 18 faculty may direct questions and/or concerns.

C. Health and Safety

1. Provide paid leave without loss of benefits for the purpose of caring for family members whose care facilities (e.g., day care centers, schools, nursing homes, adult day cares, etc.) are closed.
2. Provide paid leave without loss of benefits for the purpose of caring for sick or ill family members.
3. Not require any Unit 18 faculty member to be physically present at a work site if they feel that doing so could compromise their health or safety.
4. Provide reasonable accommodations for working from home upon request of a Unit 18 faculty member.
5. Provide instructions and reimburse all costs for Unit 18 faculty to be tested, treated, and vaccinated for COVID-19 as needed.
6. Provide clear, consistent, and safe guidance on lab instruction requirements.
7. Notify Unit 18 faculty if or when other members of the campus community in their work environment are identified as having been exposed to COVID-19.

D. Preservation and Retention of Work

1. Incur no adverse impact on Unit 18 faculty members' compensation or benefits in the event of closure of University facilities due to emergency circumstances,

UC-AFT Unit 18 COVID-19 Effects Bargaining
March 6th, 2020
UC-AFT Proposal #1

including but not limited to power outage, natural disaster, quarantine, or government order.

2. Protect and promote the academic freedom of Unit 18 faculty to teach as they judge fit during the emergency, including but not limited to acknowledging that Unit 18 are authorized to make any course policies and/or pedagogical decisions necessary to foster student learning and accommodate student needs and situations. Unit 18 faculty shall compensate for course elements that are resistant to or impossible to convert to online and remote formats in a manner they see fit. While the parties recognize that emergency measures may not be ideal or may not be as effective as traditional in-person classroom teaching, no Unit 18 faculty shall be required to teach in a manner they deem ineffective, unduly detrimental, or directly harmful to student learning.
3. Reinstate all classes previously taught to in-person classroom formats without laying off any Unit 18 faculty when the State of California ends the COVID-19 state of emergency proclaimed by Governor Newsom on March 4th, 2020. All course elements of classes that were previously taught in-person shall revert to the previous in-person classroom formats.
4. Not use enrollments during the state of emergency and the first full academic year and summer session immediately after its end to determine future course offerings taught by Unit 18 faculty.
5. Remove student evaluations of teaching for winter 2020 and spring 2020 terms, and any future terms affected by COVID-19 emergency response measures, from reappointment and review dossiers that cover those periods. The University and review committees shall not consider winter 2020 and spring 2020 student evaluations, nor student evaluations from any future terms affected by COVID-19 emergency response measures, in their assessments of Unit 18 faculty performance during those terms.
6. Not retaliate against any Unit 18 faculty member who takes necessary leave as a COVID-19 precautionary measure.
7. Not retaliate or take punitive or disciplinary measures against any Unit 18 faculty who do not meet deadlines for converting courses to online or remote formats.
8. Not require Unit 18 faculty to take on additional work normally performed by GSIs, ASEs, readers, graders, or tutors. If Unit 18 faculty optionally take on this additional workload, they will be compensated per A.1.g above.
9. Not retaliate or take punitive or disciplinary measures against Unit 18 faculty, who are supervisors of GSIs/ASEs in their classes, because of inevitable course load increases that GSIs/ASEs might experience during the transition to or implementation of remote teaching platforms. The mitigation of workload

increases to GSIs, and/or compensation of these workload increases, should be the sole responsibility of the University and not of Unit 18 faculty.

10. Include Unit 18 faculty members on all task forces and committees charged with developing, implementing, and/or overseeing policies related to teaching and instruction affected by COVID-19.
11. Include a representative from the UC union coalition on all task forces and committees charged with developing, implementing, and/or overseeing policies related to teaching and instruction affected by COVID-19.

E. Copyright and Intellectual Property

1. Guarantee that the copyright of all course materials, including but not limited to syllabi, assignments, handouts, discussion fora, lecture slides, notes, presentations, and audio and video recordings of instruction, shall remain with the Unit 18 faculty member who created them regardless of when and where they are posted or distributed online or remotely. These course materials shall remain the exclusive intellectual property of the Unit 18 faculty member who created them and shall not be accessible to or provided to any other UC faculty, UC staff, or third party not directly employed by the University except by the Unit 18 faculty member themselves.
2. Guarantee the privacy and security of all course data, course materials, and personal information shared by Unit 18 faculty and students with all third-party service providers which the University has recommended or suggested as an option for use by Unit 18 faculty members. The University shall ensure that no data or information provided or uploaded by Unit 18 faculty members or students is sold or shared by third-party service providers.
3. Not access or engage in any surveillance of Unit 18 faculty courses or course materials posted on online or remote course environments.

F. Visas and Immigration

1. Ensure that any Unit 18 faculty members whose visas are sponsored by the University are able to maintain their visa status even if courses shift online or are conducted remotely, or if campus programs are impaired or suspended, and support Unit 18 faculty who must leave the country if their visa status changes.
2. Provide legal guidance on immigration status for all international Unit 18 faculty members whose status may be in jeopardy because of illness, inadequate teaching facilities or resources, or other complications.

UC-AFT Unit 18 COVID-19 Effects Bargaining
March 6th, 2020
UC-AFT Proposal #1

- G. If any federal or CA state legislation related to COVID-19 and terms and conditions of employment is enacted that provides for measures more generous than what is agreed to here, the University shall enact them for Unit 18 faculty.

- H. If the California COVID-19 state of emergency, or other need for this MOU as it is related to COVID-19, extends beyond June 30, 2020, the University and the Union will renew this agreement for the 2020-21 academic year, with renegotiations over the application timeline for individual provisions.