

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH SITUATION

~~During the current sharp increase in cases of the coronavirus,~~ UFF-FSU and the FSU Board of Trustees are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. To this end, this memorandum of understanding provides clarifications to terms and conditions of the UFF-FSU Collective Bargaining Agreement. The parties agree that the terms and conditions outlined herein are effective as of August 23, 2021 and will sunset effective ~~December~~ October 31, 2021, unless the parties agree to extend them.

1. The FSU Administration and UFF-FSU agree to continue to have open discussions on the workplace modalities and changes during the COVID-19 epidemic, particularly in their impact on faculty members. These discussions may be informal in nature or may be subject to consultation as outlined in Article 1, Recognition and Article 2, Consultation.

~~1.~~

~~2.~~ Faculty members may be assigned remote on-campus responsibilities, which include face-to-face instruction, ~~including remote instruction~~, and would ~~not~~ be required to report to campus for these assignments. ~~Some faculty members may be assigned on-campus duties, which include face to face instruction, and are required to report to campus.~~ Faculty members should work with their department chair or dean should they have individual concerns about their assignment of responsibilities.

~~2.~~

~~3.~~ Faculty members may request a temporary modification to their Assignments of Responsibilities based on high-risk concerns for Fall 2021 assignments. Faculty members with a disability-related need under the Americans With Disabilities Act (or pregnancy-related) may go through the Reasonable Accommodation process. Modifications may include remote work if appropriate, but other modifications may include options for physical distancing, alternative work locations, reassignment, modified or flexible schedules, and/or the use of personal leave. In evaluating the request, HR may request medical documentation. HR will strive to be flexible as they work to accommodate faculty requests.

~~3.~~

4. The University's telecommuting policy (Alternate Work Location Agreement policy) generally does not apply to faculty members whose job duties do not require them to be on campus full time during normal business hours (8:00 am to 5:00 pm).

5. Individual faculty members teaching face-to-face may require communicate to students in their classes or office hours the University's expectation for Fall semester. Communications and class syllabi may include the following:

Renisha Gibbs
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FSU – BOT

Michael Mattimore
Co-Chief Negotiator
FSU - BOT

Irene Padavic
Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

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- Everyone is expected to wear a face covering or mask at all times when inside any FSU facility, even if they are vaccinated.
- Everyone is expected to be vaccinated against COVID-19, even if they've had COVID in the past. Students should strive to be fully vaccinated, but if unable, strive to have at least one shot of Pfizer or Moderna vaccine no later than August 22nd.
- Everyone is expected to stay home when sick, self-quarantine and get tested for COVID-19 no sooner than 24 hours after your symptoms begin.
- Everyone is expected to continue to practice good hygiene habits such as washing hands frequently.

~~a Covid-19 risk mitigation plan, which may include masks, social distancing, or vaccinations for students in their classes or office hours. If a student chooses to not honor this request, the faculty member may elect to teach the course remotely.~~

6. The University will provide, upon request, face coverings to each faculty member who is on campus during this period.
7. Faculty will make a reasonable and good faith effort to ensure students are aware of University safety policies. Faculty may address any safety infractions as described in Article 5.4(d). Faculty members also have the right to end a class session when the instruction space becomes unsafe due to violations of University safety policy and should notify their supervisor and the Student Conduct Office if they do. A student choosing not to wear a mask is not considered a University safety policy violation.

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