COVID-19 Related Guidance for Unit 18 March 31, 2020 – Original Issuance

The following guidance is applicable to Unit 18 during the COVID-19 related remote instruction period.

Training and Support

- Please communicate with all Unit 18 members regarding training, equipment, and support resources for successful delivery of remote instruction.
 - Departments, programs or units may provide additional instructional resources to NSF during the remote learning environment on a case-by-case basis.
 - The University shall not unreasonably deny instructional resources needed to ensure successful instruction during the remote learning environment.

Paid Medical Leave

- Until remote instruction as a result of COVID-19 ends, the following special Paid Medical Leave provisions (for the criteria established in the "COVID-19-Related Leave for Academic Appointees: Guidance for Supervisors" guidance document) shall apply to Unit 18:
 - o Criteria
 - NSF who have a full-time appointment for at least a full academic year (three quarters or two semesters) who are unable to work for reasons of personal illness, injury, or disability shall be granted paid medical leave under the terms of the currently expired collective bargaining agreement.
 - NSF who have an appointment of 66% up to a 99.9% appointment for a full academic year will be eligible for the Paid Medical Leave described below to cover a NSF's own COVID-19 illness and to cover a family member's COVID-19 illness.
 - Eligibility
 - NSF who have an average of 66% or greater appointment for a full academic year (three quarters or two semesters) are eligible for Paid Medical Leave.
 - An appointment average of 66% or greater is determined by a two-year look back period of six quarters/four semesters/twenty-four fiscal year months, not including teaching in summer session. Non-teaching terms are included and considered 0% appointment.
 - The NSF's appointment percentage will be determined by the higher appointment percentage between the two years.
 - If the NSF has a concurrent appointment, the NSF's eligibility for Paid Medical Leave will be determined by evaluating the combined percentages of all of the NSF's appointments. However, the amount of Paid Medical Leave available to the NSF will be prorated based on the NSF appointment only.
 - An eligible NSF shall be granted Paid Medical Leave as follows:
 - Eligible NSF with fewer than ten (10) years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for a

- maximum of twenty-two (22) weeks of consecutive or intermittent paid medical leave within a ten-year period for personal injury, illness or disability.
- Eligible NSF with ten (10) or more years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for a maximum of thirty-six (36) weeks of consecutive or intermittent paid medical leave within each subsequent 10-year period, for personal injury, illness or disability.
- Any prior usage by a NSF of Paid Medical Leave shall count toward the maximum weeks of usage (22/36) and the balance remaining will be available for use.
- Approval of Paid Medical Leave on an intermittent or partial reduction in time basis are subject to the outcome of the interactive process pursuant to Article 20 Reasonable Accommodation.
- For appointments less than 100%, the paid leave will be proportional to the NSF's appointment percentage at the time of the Paid Medical Leave.
- The University will not grant paid medical leave beyond the end date of an NSF's term appointment except in cases of reappointment.
- o Paid Medical Leave does not accrue.
- A Paid Medical Leave runs concurrently with FML if the leave is taken for any of the FML-qualifying reasons.

Layoff or Reduction in Time

Before moving to layoff or reduction-in-time in accordance with Article 17 – Layoff, the
employing program, department, or unit must, in consultation with the affected NSF, consider
appropriate alternative work with the employing program, department, or unit. In the event
that sufficient appropriate alternative work is not available, the provisions of Article 17 – Layoff
shall apply.