

COVID-19 Related Guidance for Unit 18
March 31, 2020 – Original Issuance
April 17, 2020 – Second 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, including
 - Establishing a loan program to provide the technology to deliver the remote instructional content for those NSF who do not have access to a computer or smart device that can provide the ability to engage in remote instruction;
 - Allow NSF to teach on campus in empty classrooms or other designated spaces; and/or
 - Provide instructional resources including designated UC individuals for problem solving, zoom pro accounts, and other assistance for successful 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.

Transition to Remote Learning Environment

- NSF may need to exercise flexibility during the emergency transition to remote instruction as they develop syllabi, assessments, and other instructional materials or processes. **In accordance with the applicable campus, department, program, and unit procedures**, this flexibility may include, but is not limited to, obtaining and practicing with remote learning tools, dedicating instructional time to orienting students to technology, reorganizing syllabi, changing and/or rebalancing some course activities.
- **Substitute for Instructional Delivery:** Pursuant to Article 8 Instructional Support, if a NSF is unable to fulfill the NSF's instructional duties with respect to a scheduled class and a suitable arrangement cannot be made to provide for the delivery of necessary instruction, the NSF may request University assistance in arranging a substitute to satisfy the instructional obligations of the course. If the University decides that a substitute is appropriate and necessary, the University shall assume all related expenses, if any, for the substitute.

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:
 - 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 continue to be granted paid medical

- leave under the terms of the currently expired collective bargaining agreement. However, they may also use their Paid Medical Leave to care for a family member's COVID-19 illness.
- 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 due to the NSF's own COVID-19-related illness or that of a family member only.
- Extended Eligibility During Remote Instruction Related to COVID-19:
 - 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 to use due to the NSF's own COVID-19-related illness or that of a family member.
 - 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.
 - A NSF shall be granted Paid Medical Leave for their own COVID-19 related illness or that of a family member 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.
 - 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.
 - 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.
 - 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.

Mentoring Meetings

The University shall defer all mentoring meetings referenced in Article 31 – Mentoring until in-person instruction resumes, unless the NSF specifically requests such meeting in Spring 2020.