

Memorandum Of Understanding

This Memorandum of Understanding (“Agreement”) is made and entered into by and between the University of Maine System (UMS) and all of its campuses, locations, sites, centers, and affiliated entities (collectively the “University”) and the University of Maine Professional Staff Association (“UMPSA”), collectively (“the parties”).

The parties agree to the following:

1. For the safety of all unit members, all University work environments must comply with UMS reopening safety protocols and procedures which are in compliance with any relevant CDC guidelines regarding minimizing the spread of COVID-19 and safety in the workplace. Workplace supervisors shall be responsible for the enforcement of System guidelines such as cloth face cover wearing and social distancing, with support from unit members.

If an UMPSA unit member is in a situation where UMS guidelines and protocols are not being followed, the unit member shall be empowered to request that the individual adhere to them, if appropriate. If anyone refuses to follow the guidelines and protocols then the unit member shall immediately notify their supervisor and the supervisor will enforce them. If the supervisor is not present or available then the unit member is empowered to refuse service and remove themselves to a safe location and shall contact their Human Resources partner.

No unit member shall be required to perform duties that are unsafe, fail to comply with UMS and CDC safety guidelines, or fall substantially under the purview of other bargaining units. Some additional basic cleaning tasks in the unit member’s work area may be required. Unit members who feel any of these provisions are being violated shall immediately notify their supervisor. If the supervisor’s resolution is unsatisfactory the unit member shall be empowered to contact their HR partner to discuss the issue and seek resolution. The unit member shall not be required to perform the disputed tasks until the situation has been resolved.

If a unit member has worked with their supervisor, or is unable to reach them, and has contacted HR, and is unable to immediately get resolution to the safety issue in a timely manner, the unit member should work with HR to decide if they may leave campus and when they may safely return. In these circumstances, administrative leave may be appropriate, if the employee is unable to work in another on-campus location or remotely, to allow UMS time to resolve the issue.

If there is a disagreement regarding whether a condition is in compliance with University guidelines, the issue shall be immediately brought to UMS Human Resources for review. If an acceptable resolution is not found through the supervisor or through HR, the unit member has the right to ask for a review by a joint labor management COVID-19 Safety committee. The committee shall be typically comprised of at least one HR representative and at least one Union representative chosen by the respective parties. The parties will hear the concern and deliberate on the response. This committee will typically convene within two business days of

the request. If agreement cannot be reached UMS will make a decision. The unit member may then choose to engage in the grievance process.

Disciplinary action will not be taken in situations where unit members are attempting to resolve situations through the process described above. All other policies regarding interacting with colleagues or the public shall be enforced.

2. All Unit members shall be provided with two cloth face coverings, hand sanitizer, and offices will be equipped for safety per the requirements of the University reopening guidelines and protocols.

The provided cloth face coverings shall meet CDC guidelines and should both fit the unit member appropriately and be appropriate to the employment circumstances of the unit member. At a minimum, all unit members shall receive sufficient cloth face coverings, hand sanitizer and sanitizing wipes for the needs of their particular circumstance. If the appropriate materials are not available, the unit member shall work with their supervisor to resolve the issue. If the supervisor and employee face challenges with resolving the issue, they will reach out to Human Resources for assistance and a plan for the workplace to continue to remain open and to maintain our guidelines. If the materials are not available due to supply issues and the office does not have supplies and/or sufficient alternatives are not available, then the unit member will work remotely until the supplies are delivered to the unit member's workspace. If remote work is not possible, administrative leave shall be provided.

3. Unit members play an important role in ensuring a safe work environment. Front-line unit members or those that frequently interact with students and other faculty and staff may be required to assist in activities that enforce University policy. These activities could include reminding students or the public of the requirement for face coverings or offering disposable face coverings. Unit members cannot be held responsible for lack of compliance by others, unless the unit member is a supervisor, and would therefore follow the guidance under number 1.

4. If at any time, the University requires that a unit member take a COVID-19 test on the job for work-related reasons the following shall apply:

a. The test shall not result in an expense to the unit member.

b. The unit member shall suffer neither loss of pay nor be required to use personal leave, if not allowed to work pending test results. Remote work is always preferred in this scenario.

c. If the need to take a COVID-19 test is due to personal travel out-of-state or the unit member has been exposed to COVID-19 in some way outside of the work environment then personal leave use may be required. Remote work is always preferred in this scenario.

d. Unit members may be considered part of a random pool for required employee COVID-19 testing. Those who work 100% remotely may elect not to be tested. If an employee who is working remotely receives a testing notification they will respond to the message to explain their situation and be exempted if they choose. Employees who work at locations where travel to a testing center is not feasible (i.e. some Co-op locations, distance learning centers, etc.) shall receive testing kits in the mail and the test administration will be supervised via Zoom by a trained UMS employee. Employees who work part-time on campus and part-time remotely shall be empowered, if necessary, to respond to the testing notification message to provide their schedule and their test will be rescheduled to the next date that the unit member will be present on campus. In the event of a positive test result as part of random testing:

i. The unit member shall be allowed to work remotely, if possible. If they cannot work remotely then the employee would be eligible to utilize their FFCRA leave. If their FFCRA leave is exhausted, administrative leave shall be granted. Administrative leave will not extend beyond two weeks, after two weeks the employee may use their accrued leave until the employee is safely returned to work following CDC and other relevant guidelines.

ii. The employee shall be retested within 72 hours of a positive result if they choose.

iii. Positive test results will be shared with the following leaders on the campus at which the employee works: emergency response team incident commander, the asymptomatic testing leader, the symptomatic testing leader and the contact tracing leader. UMS will maintain confidentiality according to regulatory guidelines including Health Insurance Portability & Accountability Act (HIPAA), Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), and Families First Coronavirus Response Act (FFCRA).

5. If the University requires that unit members work remotely and/or quarantine and said unit members are unable to work remotely, then the employee would be eligible to utilize their FFCRA leave. If their FFCRA leave is exhausted, administrative leave shall be granted. If an employee becomes ill within 14 days of identified exposure at work, the employee would first rely on FFCRA leave, then administrative leave shall be granted for the duration of their illness.

6. If a unit member is exposed to COVID-19 outside the work environment and hence is required to quarantine and/or becomes ill, and is unable to work remotely, with appropriate documentation the unit member shall be granted the balance of their 80 hours of FFCRA leave, and the unit member may supplement any additional time with disability time (pandemic leave) or any accrued leave time as needed at the employee's discretion.

7. Unit members may be granted advances of sick leave per the existing collective bargaining agreement as necessary. Per University policy regarding Family and Medical Leave the unit

member shall, if they wish, retain 40 hours of annual leave. All other annual leave above and beyond 40 hours shall be exhausted before advances of sick leave are offered.

8. Related to the individual needs of unit members regarding the requirement to return to campus, the University shall comply with all relevant provisions of the FMLA (both Maine and Federal), the ADA, and the FFCRA emergency leave provisions.

9. Unit members who cannot return to campus due to their own unique medical circumstances or that of a family member, or who have family care issues and can do their jobs remotely may request to telecommute with their supervisor and will be given first priority for consideration and approval, provided this agreement best suits the needs of the university. Others who simply prefer to work remotely may still submit a request, and the decision about telecommuting will rest with the supervisor in order to meet the needs of the department and university. Departments have varying work cycles and expectations, so this need may change and will be communicated with the employee at least 14 days before the employee is required to return to work on campus.

If the request is denied the supervisor shall provide the denial in writing. If the unit member feels their request was unreasonably denied, they may seek an appeal with their local Office of Human Resources. If an acceptable outcome is not reached, the unit member has the right to ask for a review by a joint labor management COVID-19 Safety committee as described in item 1. During this process the unit member shall continue to work in the way in which they were working before their request for remote work was submitted (i.e., if they were working remotely they shall continue to work remotely until the process is complete).

10. No unit member shall be terminated due to illness or absence as a result of their own personal illness as a result of COVID-19 infection, or while caring for an immediate family member as a result of COVID-19 infection, for any reason, including but not limited to the lack of available leave. In situations where the unit member cannot return to work procedures in place for disability leave shall be followed. The current contract language regarding unpaid leaves for up to one year remains in place, and after one year, UMS would continue to reserve the right to sever employment if necessary.

11. Unit members shall be allowed to take breaks as needed when required to wear face coverings for the majority of the workday. Decisions about frequency of breaks shall be a conversation between the unit member and their direct supervisor. If an agreeable solution cannot be reached, the unit member may feel empowered to reach out to their local Office of Human Resources to discuss. An example might be a ten-minute break every hour for the unit member to find a space where they could remove their face covering safely.

12. This agreement shall expire on June 30, 2021 and shall remain in full force and effect until that time unless mutually amended by the parties. Either party may request to meet to discuss any of these items and re-negotiate at any time in order to stay nimble and responsive as circumstances with the pandemic have proven to change and evolve quickly.

The parties further agree that the facts and circumstances related herein and the conclusions and determinations made by the Agreement shall not establish a precedent or practice for any purpose.

UMPSA

Date

University of Maine System

Date