

Memorandum of Understanding

This Memorandum of Understanding (“Agreement”) is made and entered into by and between the University of Maine System and all of its campuses, locations, sites, centers, and affiliated entities (collectively the “University”) and the Associated C.O.L.T. Staff of the Universities of Maine (hereinafter the “Union”), collectively (“the Parties”).

The Parties hereby agree to the below:

1. The attached Remote Work Guidelines will be adopted until a new collective bargaining agreement between the Parties is ratified.
2. In applying the Guidelines, the University agrees to follow the general rules below:
 - a. If Administrative Leave time is declared, the University will not differentiate between affected unit members who are working on-campus and those who are working remotely for the purposes of pay under Article 19, Section A (3).
 - b. If a unit member working remotely experiences a power outage and is unable to perform work, they will be paid for the remainder of their shift. The Parties mutually understand that unit members without reliable power won’t be allowed to continue to work remotely.
 - c. Either the University or the unit member who is under a remote work agreement may provide reasonable notice of a desire to end the remote work agreement. The parties anticipate that, absent extenuating circumstances, that the reasonable notice period would be consistent with the fourteen (14) day period set forth in Article 9 Section 2 regarding changes to work schedules.
3. 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 and shall not become the subject of a grievance, prohibited practice charge before the Maine Labor Relations Board, or other proceeding by any of the parties hereto.
4. This Agreement contains the entire Agreement between the University and the Union with respect to the subject matter and supersedes any prior agreements or understandings between them.

//s// Brian L Berger

Associated C.O.L.T. Staff of the Universities of Maine



University of Maine System

7/22/2021

Date

July 22, 2021

Date

Remote Work Guidelines

University of Maine System

Purpose

Remote work can benefit the University of Maine System, employees, and communities in many ways. It can increase productivity and job satisfaction; improve retention and recruitment; reduce commuting costs, congestion, and pollution; and offer employees greater flexibility.

The University of Maine System considers voluntary remote work when consistent with the needs of the University and an employee's department. Remote work is a voluntary scheduled alternative work arrangement that permits an employee to work remotely during part or all of the workweek. Decisions about requests to remote work will be made consistent with the provisions of the appropriate collective bargaining agreement or employee handbook.

These guidelines apply to continuing or recurring remote work arrangements (for example, every Wednesday). Temporary, brief, or occasional remote work – for example, to complete a short-term special project or when an employee needs to work remotely to care for a sick family member – are not subject to the guidelines.

Definitions

Remote Work: When employees carry out their work duties away from the office. Also referred to as Telecommuting and Telework. Remote work does not need to be all or nothing, and certain jobs are more conducive to a remote work option than others. Options are as follows:

Ongoing Remote: The job role is determined to be remote.

Hybrid Remote: The job role is determined to be a combination of remote and in-person.

Crisis Remote: The job role is primarily, permanently or ideally in-person. A crisis prompts the role to become temporarily remote.

Present On-Site: The job requires on-site placement; it is geographically dependent. Remote is not an option, even in crisis situations.

Eligibility

Remote work is available to regular and temporary staff who:

- Have successfully completed their probationary period (unless remote work is a condition for accepting employment),
- Have a record of satisfactory job performance,
- Have work responsibilities that can be performed remotely without adversely affecting quality, productivity, and the needs of the University,
- Have ongoing access to telephone and Internet remote which allow the employee to accomplish work tasks such as video training, video conferencing or more,
- Have a dedicated workspace that meets privacy and ergonomic requirements through annual review of safety checklist,

Employees may request to work remotely. Management has sole authority to approve or deny requests. If a request is denied, the employee may ask for a review by the University Human Resources office.

Criteria

Remote work is not suitable or practical for all work or all positions. It is generally not an option for positions involving a high level of student, employee, or public contact or requiring use of tools, equipment, or information that is available only at the University worksite. Work activities which require any type of hazard identification and mitigation, or the use of OSHA's hierarchy of controls

(other than ergonomic considerations) are not suitable work activities for remote work.

Out of State Remote Work: There are significant legal and tax implications when employees work outside of Maine and outside of the United States. Managers must contact their Human Resources Partner prior to approving an employee to work outside of Maine/US.

It may be expected that an employee be available to work on-site and/or participate in on-site events upon request.

Conditions

1. Remote work arrangements must be documented in a written agreement approved by the immediate supervisor and the appropriate manager. A copy will be placed in the employee's personnel file and sent to the University Human Resources office. Any changes to the remote work agreement will also be documented and retained in the personnel file
2. Approved agreements may be periodically reviewed to ensure that they continue to meet the work demands and needs of the University. A review after six months is required.
3. The written agreement will include the following provisions:
 - a. Expectations about work to be performed and regularly scheduled check-in times or meetings.
 - b. Core hours when the employee will be available to supervisors, co-workers, and others.
 - c. Supervisor responsibility for reviewing work products to ensure that productivity, quality, and service are maintained at appropriate levels.
 - d. Agreement about how phone calls to the employee's University office and the need for others to contact the employee on remote work days will be addressed.
 - e. Agreed upon work-related office product expenses such as paper, writing utensils and ergonomic equipment incurred by the employee will be provided by the University, subject to management approval.
 - f. A provision making clear that the University does not pay utility costs associated with remote work, including phone or Internet service.
 - g. Employees are assigned a campus location. Travel reimbursement between an employee's remote work office and campuses not designated as a home campus will be reimbursed per University policy.
 - h. For hourly employees, advance supervisor approval is required if remote work will result in the employee working more than 40 hours in a week . Flexible schedules and comp time are encouraged when appropriate.
 - i. Employees will notify their supervisor and provide accurate time entry in MaineStreet when disability leave or annual leave will be used during the time scheduled for working remotely.
4. All University observed holidays and departmental policies, procedures, and standards of conduct that apply to employees working on campus apply when an employee works remotely..
5. The employee is responsible for ensuring the confidentiality of University data, records, and other information used, stored, or accessed at their remote location. The employee will complete the attached agreement to protect covered data such as personally identifiable information. The agreement outlines appropriate measures to protect data and report security breaches.
6. The employee will be provided essentials to perform their jobs such as computer equipment and necessary software when required and appropriate. It is expected that

employees will provide their own office furniture for work performed remotely. The University is not responsible for damage, repairs, or maintenance to any equipment/furniture owned by the employee.

7. Any University equipment provided for an employee's remote work use should be documented as University property and will be returned by the employee when the remote work arrangement concludes, or the employee leaves University employment. The employee will bring University provided equipment to a University-designated location for maintenance, repairs, and return.

8. In-person meetings should never be held in the remote work location and if it becomes necessary to meet in person, should be held at the campus location when appropriate.

9. Remote work is not a substitute for dependent care, and family responsibilities must not interfere with work time. A remote work employee is expected to devote all of their attention to University business during the agreed-upon work hours.

10. Employees are required to take all meal breaks and rest breaks as outlined in state law and collective bargaining agreements if applicable.

11. The employee is responsible for maintaining an appropriate, safe work area for remote work. The space must not have recognized dangers or hazards. The attached checklist or comparable information should be provided to the employee.

12. The employee will continue to have statutory Workers' Compensation insurance coverage, when remote work, for an injury that arises out of and in the course of University-approved work. An employee who has a work-related injury must report it immediately to the supervisor and other designated officials responsible for Workers' Compensation claims. The University has the right, but may not exercise this right in each situation, to inspect the site of the injury if a work-related injury is reported. Injuries that occur outside of the designated work space will not be considered work related.

13. The University is not responsible for damage to employee's or third party's property or injuries to third parties unless caused by the negligent acts or omissions of the University.

14. The Agreement is subject to periodic review to ensure that it meets the work demands of my position and the needs of the University and may be rescinded at any time in the sole discretion of the University..

15. Seniority (applies to ACSUM and UMPA unit members only) – If more than one employee in the bargaining unit in the same classification and the same department wishes to participate in the remote work program and the employees have equal qualifications, the most senior unit member will receive the remote work assignment, if both cannot be approved.

16. After supervisor approval, employees wishing to telecommute are to go through the Ergonomic Assessment Process flow chart following directions and completing each necessary step in order to self-certify their remote work space. Supervisors must receive signed documentation from the telecommuting employee which confirms (according to the flow chart) that steps have been completed, and during the annual review, ensure that the self-certification is documented. This process of employee self-certification must take place within 2 business days of an employee being authorized to work remotely, although certain elements of the flow chart can be accomplished ahead of time by employees.

16a. If deemed necessary after the employee has completed their own assessment, ergonomic assessments (E-ergo) may be requested when the employee has completed the necessary steps in the remote work flow chart. E-ergo assessments are coordinated through Risk Management and may be completed by a worker's compensation insurer, third party evaluator, or internal University resources such as Safety Management. It is the responsibility of the supervisor to ensure that evaluations are requested at the appropriate point in the process.