

## 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 Universities of Maine and the Associated C.O.L.T. Staff of the University of Maine (ACSUM) (hereinafter the “Union”), collectively (“the Parties”).

Whereas, the Parties recognize that the Centers for Disease Control and Prevention (“CDC”) advises that COVID-19 can cause serious, easily transmissible, life-threatening illness, up to and including death, and there is no way to know with certainty in advance how seriously COVID-19 will affect an individual; and

Whereas, the Parties acknowledge that the prevailing science and recommendations from the CDC, the World Health Organization's Strategic Advisory Group of Experts, and American College Health Association, among others, all state that FDA authorized or fully approved COVID-19 vaccines are highly effective in limiting or preventing the spread, and significantly reducing the severity, of COVID-19 and thus are a vital part of public health strategies to ensure the safety of UMS campuses where large numbers of students, faculty, staff, and visitors are gathering together this fall to learn, teach, work, research, and socialize together; and

Whereas, in consideration of the ongoing COVID-19 pandemic and growing concern regarding increased transmissibility, infections and hospitalizations from the highly contagious Delta variant, the Parties agree that it is in the best interest of the UMS community to adopt COVID-19 vaccination program requirements to enhance UMS’s effort of maintaining a safe workplace for all faculty and staff, students, and visitors to UMS campuses; and

Whereas, the Parties recognize that, as has been the case from the beginning of the pandemic, the state of the pandemic may require that UMS adjust or adopt further or new COVID-19 safety and public health protocols as necessary to maintain and ensure public health and safety and/or meet or comply with civil authorities and legally binding guidance, and that such changes will be discussed or bargained with ACSUM in advance as long as public safety permits.

Therefore, the Parties agree to the following:

1. UMS will implement the Vaccine Protocols for Employees which are effective upon execution of this MOU. To the extent the language in the Vaccine Protocol document is inconsistent with the language in the MOU, the MOU will prevail.
2. UMS will monitor guidance from all applicable public health authorities and, in the event a change is mandated by law, UMS will negotiate with the Union the impact of implementing any changes to the Vaccine Protocols for Employees.
3. The Parties highly recommend that all employees consult with their healthcare provider regarding whether to obtain a COVID-19 vaccination, and further will publicly encourage all who are medically able to do so to be vaccinated as soon as possible.

4. UMS will keep confidential any medical information concerning an employee's or job applicant's limitations and/or reasonable accommodation needs in compliance with applicable federal, state and local laws, including but not limited to the Americans with Disabilities Act (ADA), the Family Medical Leave Act (FMLA), the Families First Coronavirus Response Act (FFCRA), and the American Rescue Plan.
5. Any employee who has not submitted proof of vaccination is required to adhere to public safety protocols to include masking, regular asymptomatic testing up to two times per week, and as applicable, quarantine and isolation consistent with UMS protocols. UMS will store any vaccination information that it receives in the PointNClick COVID-19 vaccination verification portal, located [here](#), as a confidential, secure medical record maintained separately from personnel files and will limit access to that information on a need-to-know basis to protect the health and safety of the university community.
6. UMS may use and disclose vaccination information that it receives in the PointNClick COVID-19 vaccination verification portal or directly from employees for its legitimate business purposes (maintaining confidentiality provided in Paragraphs 4 and 5), and where appropriate confidentiality protections are in place, including, but not limited to: protecting the health and safety of students, employees, and university community members, those in the workplace, and business partners; managing employee leave, benefits, and accommodations; ensuring compliance with UMS policies; managing litigation; complying with contractual obligations; and meeting legal and regulatory requirements. UMS may disclose the vaccination records in electronic or other format to third parties with the employee's consent for the reasons stated herein.
7. Employees who receive the vaccine during their paid working time will be compensated for time spent obtaining the vaccine during their regular work hours for up to a maximum of two hours per vaccination dose if they receive the vaccine. If employees are vaccinated outside of working time, employees may (but are not required to) apply up to two hours of paid administrative leave per dose to the time spent obtaining a vaccine in addition to the time permitted employees under the CARES Act. UMS's timekeeping policies apply to the recording of vaccination time; the record must be accurate and must include all time spent obtaining the vaccine. Consistent with the CARES Act and the American Rescue Plan, employees will also be permitted to take up to a maximum of 80 hours paid leave time to recover in the event of side effects following vaccination. When the CARES Act expires, and provided no similar legislation is enacted, any employee who experiences side effects following vaccination will be permitted up to 80 hours of paid administrative leave to recover from those side effects. In the event the FDA authorizes booster shots for the COVID-19 vaccines, the parties agree to meet and negotiate over the applicability of this provision to booster shots.
8. Unit members who have been fully vaccinated and have shared proof of vaccination through the PointNClick electronic medical record will be exempt from asymptomatic testing and UMS quarantine protocols. Additionally, unit members who have satisfied

Level 1 wellness may share their proof of vaccination with Cigna to satisfy their Level 2 wellness incentive.

9. Upon execution of this MOU, new hires or rehires will be required to follow UMS Vaccine Protocols and the terms and conditions of the MOU required of current bargaining unit members.
10. Any bargaining unit member who fails to get vaccinated and does not request an exemption by September 30, 2021 will be notified in writing of the importance of being vaccinated if medically able and will be encouraged to do so within 15 calendar days. A unit member who does not initiate the vaccination process by obtaining at least the first dose of a COVID vaccine, or submit a request for an exemption by October 15, 2021 may be evaluated by UMS, which may include a discussion of whether public health circumstances indicate that remote work and alternative work assignments may be advisable. The unit member will be entitled to union representation at this meeting. The unit member is required to adhere to public safety protocols to include masking, regular asymptomatic testing up to two times per week, and as applicable, quarantine and isolation consistent with UMS protocol as long as he or she remains unvaccinated and engaged in in-person work.
11. No unit member will 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.
12. Regarding UMS testing for employees who, as a result of an exemption, an accommodation, or a bargaining unit member subject to testing pursuant to Paragraph 10 above, are subject to mandatory testing and have not submitted proof of vaccination:
  - 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, either for testing or if the member is not allowed to work on site pending test results. The unit member shall be allowed to work remotely if possible.
  - c. Unit members who do not submit proof of vaccination will be subject to 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. Testing will be scheduled to the extent possible, on days the member is on campus. Testing will occur between Monday and Friday, 8:30 am and conclude by 4:30 p.m. Individual arrangements may be made for mutual convenience outside these windows.
  - d. In the event of a positive test result:
    - (i) The employee shall be retested within 72 hours of a positive result, if they choose.
    - (ii) Positive test results will be shared with the following leaders on the campus at which the employee works: the emergency response team

incident commander, the asymptomatic testing leader, the symptomatic testing leader and the contact tracing leader. UMS will maintain confidentiality in accordance with the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Families First Coronavirus Response Act (FFCRA), the American Rescue Plan and any other applicable federal, state, or local laws.

13. In the event a unit member fails to adhere to UMS's public safety protocols (including, but not limited to, masking, regular asymptomatic testing up to two times per week, and as applicable, quarantine and isolation consistent with UMS protocols for unvaccinated unit members), the unit member's non-compliance will be administered in accordance with the existing progressive disciplinary processes under the Parties' collective bargaining agreement. Only repeated and willful disregard for UMS's public safety protocols, after clear notice to the unit member, may result in a unit member's discharge.
14. If any unit member tests positive for COVID-19: The unit member shall be allowed to work remotely, if possible. If the employee cannot work remotely, they shall be eligible to take paid leave time consistent with the CARES Act and the American Rescue Plan. Once the CARES Act and/or the American Rescue Plan expires, and provided no similar legislation is enacted, employees may utilize any accrued leave to cover their absence.
15. If a member becomes ill within 14 days of identified exposure at work, the employee would first rely on leave consistent with the CARES Act and the American Rescue Plan. Once the CARES Act and/or the American Rescue Plan expires, and provided no similar legislation is enacted, paid administrative leave shall be granted for the duration of the illness.
16. Unit members may be granted advances of sick leave pursuant to 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 leave above and beyond 40 hours shall be exhausted before advances of sick leave are offered.
17. UMS will provide face coverings to unit members. Unit members shall be allowed to take breaks as needed when required to wear face coverings. 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 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.
18. This agreement shall expire on May 31, 2022, and shall remain in full force and effect until that time unless mutually amended by the parties or if changes are mandated by law. 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.

19. 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.

20. UMS may publicly state that (1) the Parties have agreed to a MOU that requires unit members to comply with UMS's public safety protocols; and (2) the Parties continue to encourage employees to be fully vaccinated to maintain a safe workplace for our employees, students, and those who visit UMS campuses. The Parties will continue to publicly encourage UMS employees to receive the COVID-19 vaccine, and will not make public statements inconsistent with this MOU.

//s// Brian L. Berger

Association



University of Maine System

9/16/2021

Date

September 21, 2021

Date