

Memorandum of Understanding regarding COVID-19 Pandemic

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 University of Maine Professional Staff Association ("UMPSA"), collectively ("the Parties").

1. A unit member that does not have full work due to the COVID-19 Pandemic may voluntarily choose to either accept a full temporary COVID-19 Pandemic furlough or partial temporary COVID-19 Pandemic furlough, both outlined below, or to use their accumulated leave time to meet their regularly scheduled hours. Determination of those employees to be impacted by this provision may be identified by the supervisor or by the employee themselves. Requests for full temporary COVID-19 Pandemic furlough or partial temporary COVID-19 Pandemic furlough will be subject to approval by the University.
2. If an employee requests a particular choice per Item 1, and the supervisor denies, the employee may appeal to their campus HR office and UMPSA union representation. A committee shall be formed comprised of one HR representative and one UMPSA representative to resolve the appeal. If the committee does not come to consensus, HR will make the final determination. The decision shall be final.
3. If an employee chooses to use accumulated leave time and runs out of leave time, he or she may make a written request to his or her appropriate supervisor for an advance of disability leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his/her recommendation to the campus president or his/her designee for approval. No reasonable request shall be denied. The employee may appeal denials to their campus HR office and UMPSA union representation. A committee shall be formed comprised of one HR representative and one UMPSA representative to resolve the appeal. If the committee does not come to consensus, HR will make the final determination. The decision shall be final. The employee will engage in the typical process to return leave to the university, which is half of accruals withheld from each pay period until they are fully repaid.
4. Eligibility for unemployment is determined by the Bureau of Unemployment under the Maine Department of Labor. If anything in this agreement systematically prevents unemployment awards, UMPSA and the University commit to meeting within two days to evaluate the impact of this agreement on unemployment awards and to remedy the issue for the affected employee(s).
5. Employee eligibility and elections for health insurance, dental, and vision shall remain as they were prior to the pandemic furlough being implemented. Employees may either pay the active employee rates while on leave or go into arrears on their active employee rates and pay back the employee rates upon return. The employee shall be allowed to make a payment plan to pay back any amount in arrears per our existing pay processes. If an employee chooses not to return to work after COVID-19 Pandemic furlough, they will arrange for repayment of their premium rates with UMS to include potentially withholding payment from the final paycheck. Employees who are laid off while on COVID-19 Pandemic furlough shall have their premium balance in arrears waived.
6. When this agreement expires, the University and UMPSA commit to draft an MOU that will provide limited advance of disability leave for extenuating circumstances to UMPSA unit members with University approval
7. All other benefits shall continue under the same cost-sharing arrangements (if any). This includes, for example, employee tuition waivers.
8. All employees shall retain access to their UMS Gmail account, MaineStreet, and other information systems that they may need to access information while on COVID-19 Pandemic furlough.
9. The provision shall end for individual unit members and they shall be notified of recall to work immediately once the work typically performed returns, and shall be expected to return to work within 72 hours of notice. In an emergency situation, employees may need to be called back within 24 hours.
10. UMS will avoid involuntary COVID-19 Pandemic furloughs until June 30, 2020. The intent of UMS at this time is to prioritize voluntary furloughs.
11. UMS will avoid any layoff notices based on the effects of COVID-19 Pandemic until after this agreement expires.
12. If involuntarily COVID-19 Pandemic furloughs become viewed as necessary prior to the expiration of this agreement, UMS will negotiate the implementation of said COVID-19 Pandemic furloughs with UMPSA prior to implementation and UMPSA commits to meeting within two days of UMS making this request.
13. This agreement shall expire on June 30, 2020, unless there is an extension of the agreement.
14. Federal or State COVID-19 Pandemic guidelines or mandates supersede this agreement and parties will reconvene to address conflicting elements.

15. The COVID-19 Pandemic furlough does not constitute a break in service.
16. No leave time will accrue during full temporary furlough. Leave time for partial furlough will be earned based on current contractual agreement. The University will endeavor to support employees who are not on furlough to access and attend professional development training and will allow employees to apply time in training as hours worked. However, given the University's budgetary restraints and the current restrictions around public gatherings, the preference is for free development options. Professional development expense remains subject to supervisory approval and are subject to budgetary constraints.
17. If a special retirement program is successfully negotiated, any eligible employee on COVID-19 Pandemic furlough may take advantage of the benefit.
18. If UMPSA believes the University's financial position has significantly changed, UMPSA and the University commit to meet within two days to discuss at any time the effect on this agreement. __
19. UMS agrees that UMPSA will be notified of all COVID-19 Pandemic furloughs. The University shall provide a summary report to UMPSA of all leave used related to the -COVID-19 Pandemic.
20. The University will be required to provide educational materials on Federal and State emergency pandemic-related leave options, direct employees to the relevant site and resources for application and questions relating to applying for unemployment, and an explanation of this MOU. The University shall not impede in any way the use of Federal or State emergency leave provisions.

This Agreement contains the entire Agreement between the University and UMPSA with respect to the subject matter and supersedes any prior agreements or understandings between them.

Ned J. Greenberg
UMPSA

4/3/20
Date

Jennifer A. Perry
UMPSA

4/3/20
Date

Dana Pratt
University of Maine System

4/3/20
Date