



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

#### The Parties hereby agree to the following:

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 rule that 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.
  - a. Unit members shall be eligible to request either all or part of their job responsibilities to be performed via remote work. Management has sole authority to approve or deny requests.
  - b. If Administrative Leave is declared, the University will not differentiate between affected unit members who are working on campus and those who are working remotely. Administrative Leave will apply equitably for both types of unit member.
  - c. If a unit member working remotely experiences a power or internet outage and is unable to perform work, they will not suffer loss of pay or be required to use any accrued leave time. The parties mutually understand that unit members without reliable power or internet connection will not be allowed to continue to work remotely.
  - d. Either the University or the unit member who is under a remote work agreement agree to 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 Article 14, B. items 3 and 4 in the CBA.
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.

  
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University of Maine Professional Staff Association

  
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University of Maine System

07/21/21

Date

July 22, 2021

Date