

The University of Maine

DigitalCommons@UMaine

---

General University of Maine Publications

University of Maine Publications

---

10-6-2020

## Memorandum of Understanding Regarding Asymptomatic Testing for COVID-19

University of Maine System Human Resources

Follow this and additional works at: [https://digitalcommons.library.umaine.edu/univ\\_publications](https://digitalcommons.library.umaine.edu/univ_publications)



Part of the [Higher Education Commons](#), [History Commons](#), and the [Labor Relations Commons](#)

---

### Repository Citation

University of Maine System Human Resources, "Memorandum of Understanding Regarding Asymptomatic Testing for COVID-19" (2020). *General University of Maine Publications*. 2302. [https://digitalcommons.library.umaine.edu/univ\\_publications/2302](https://digitalcommons.library.umaine.edu/univ_publications/2302)

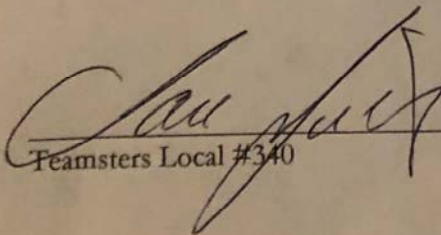
This Other is brought to you for free and open access by DigitalCommons@UMaine. It has been accepted for inclusion in General University of Maine Publications by an authorized administrator of DigitalCommons@UMaine. For more information, please contact [um.library.technical.services@maine.edu](mailto:um.library.technical.services@maine.edu).

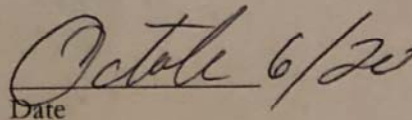
## Memorandum of Understanding

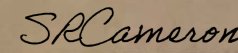
This Memorandum of Understanding ("Agreement") is made and entered into by and between the University of Maine System and all of its campuses, locations, sites, centers, and affiliated entities (collectively the "University"); and Teamsters Union Local #340, Service & Maintenance Unit ("Union"), collectively ("the Parties").

The Parties agree to the following regarding asymptomatic testing of unit members for COVID-19:

1. Unit members who are working on campus may be considered part of a random pool for required employee COVID-19 testing. The Parties recognize the mutual benefits to university community health and safety of ongoing testing through random sampling. The Union will support UMS requests for unit members to be tested based on Phase 3 random or administrative selection. Unit members who, due to good cause, are unable to appear for a test will not be subject to discipline in any way.
2. Employees shall be provided as many options for testing as possible. In all cases they may request a saliva test. The request for such a test shall not be denied if such tests are available within three business days or available within UMS.
3. The test not result in an expense to the unit member.
4. Employees may arrange testing at other than UMS and have the results reported. In this case, the test will be taken within three business days of the day scheduled by UMS.
5. If an employee is selected for testing and their testing window does not fall within their scheduled work days/hours, they shall inform their campus testing leader and/or supervisor in order to schedule a different time or make alternate arrangements for testing. If other arrangements cannot be made, the employee will be compensated for time associated with the testing that is outside of their work schedule in accordance with Article 30 of the collective bargaining agreement.
6. Employees will be exempted from testing for valid medical reasons or will be provided an alternative testing modality.
7. In the event of a positive test result as part of Phase 3 testing, the employee would be eligible to utilize their FFCRA leave while they are unable to work. 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.
8. HIPAA guidelines will be followed with regard to reporting the test results through the testing companies. Test results for employees will not be stored in personnel files. The University will comply with all applicable nondiscrimination laws.
9. 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.

  
Teamsters Local #340

  
Date

  
University of Maine System

10/6/20  
Date