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Memorandum of Understanding Regarding Asymptomatic Testing for COVID-19

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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 Associated Faculties of the University of Maine System ("Association"), collectively ("the Parties").

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

1. Unit members who interact substantially in person with students or other University community members in their teaching, research, or service will have random sample or administrative testing, not to exceed once every two weeks. In this context, substantial interaction with others includes anyone who teaches an in-person class or reports to campus for duty in any facility or location where other people are also working. Recognizing the University list of faculty interacting with others on-campus may not be up to date, a faculty member or the Association may reach out to the University if they believe that a member who is selected should not be subject to testing under the terms of this paragraph.
 - a. Unit members 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. Availability is not affected by any University or UMS stockpiling such tests for future or planned tests.
 - b. The test shall not result in an expense to the unit member.
 - c. Unit members may arrange testing at other than the University and have the results reported. In this case, the test will be taken within three business days of the day scheduled by the University.
 - d. Recognizing the various demands on faculty, including teaching and other obligations, the University will provide maximum flexibility to allow faculty to reschedule testing to a time that does not interfere with their other work.
 - e. Unit members will be exempted from testing for valid medical reasons, or will be provided an alternative testing modality.
 - f. The unit member shall suffer neither loss of pay nor be required to use personal leave, if not allowed to work pending test results. Remote work is always preferred in this scenario.

- i. The unit member shall be allowed to work remotely, if possible. If they cannot work remotely then the employee would be eligible to utilize their FFCRA leave. 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.
 - ii. If the need to take a COVID-19 test is due to personal travel out-of-state or the unit member has been exposed to COVID-19 in some way outside of the work environment, then personal leave use may be required. Remote work is always preferred in this scenario.
 - g. Positive test results will be shared with the following leaders on the campus at which the employee works: emergency response team incident commander, the asymptomatic testing leader, the symptomatic testing leader, the contact tracing leader and relevant Human Resource partner. Personal identifiable information (PII) will be only be shared with those with a legitimate need to know in order to complete their duties related to testing.
2. In the event this Agreement conflicts with any provision of the Collective Bargaining Agreement between the Association and the University, this Agreement shall be controlling.
 3. The Parties 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.
 4. This agreement shall be effective and shall remain in full force and effect upon execution through May 21, 2020, unless mutually amended by the parties.

Jim McClymer

AFUM

10/3/2020

DATE

SR Cameron Der Pratt

University of Maine System

10/3/20

DATE