

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 provisions:

1. Furloughs due to lack of work

- a. If a unit member does not have full work available due to the COVID-19 pandemic, they may choose to:
 - i. voluntarily furlough or
 - ii. use their appropriate accumulated leave time to meet their regularly scheduled hours, to include vacation, sick, and/or compensatory time.
- b. 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, we will work together to try to resolve the issue.
- c. If an employee who does have work available would like to volunteer for a furlough, they may approach their supervisor and seek approval.
- d. Final decisions regarding furloughs, including but not limited to length of any furloughs, will be made by management, based upon operational needs.
- e. Employees on Voluntary Furloughs who are recalled to work will generally be expected to report to work within 5 days, unless operational needs are such that it is not possible to give that much notice or the University provides longer notice. The University will provide as much notice to employees as possible given the circumstance. In some cases, this recall may be for a short term. If a supervisor has reached out to an employee about a recall to work, the employee shall respond to such communication (for example, by calling back or sending a text message) as soon as possible and within 24-48 hours.
- f. Management has the right to meet emergent operational needs, as outlined in Article 17 of the collective bargaining agreement. This is not intended to allow non-bargaining-unit workers or temporary workers to perform bargaining unit work while Service and Maintenance members are on furlough. Assignments under this Article to persons who are not within the unit will not be made for the purpose of undermining the Union.

2. Involuntary furloughs

- a. If involuntarily temporary furloughs become necessary, employees will be furloughed according to Article 15 of the Collective Bargaining Agreement. Union stewards shall have top seniority for this purpose. For involuntary furloughs, there will be no bumping outside of the classification.

- b. Management has the right to meet emergent operational needs, as outlined in Article 17 of the collective bargaining agreement. This is not intended to allow non-bargaining-unit workers or temporary workers to perform bargaining unit work while Service and Maintenance members are on furlough. Assignments under this Article to persons who are not within the unit will not be made for the purpose of undermining the Union and only after all reasonable attempts to use bargaining unit members has been made.
 - c. Employees on Involuntary Furloughs may be recalled to work at any time based upon operational needs. Employees will be recalled according to Article 15 of the collective Bargaining Agreement.
3. Applicable to both voluntary and involuntary furloughs:
- a. The voluntary and involuntary pandemic furlough does not constitute a break in service.
 - b. Employee benefits eligibility and elections shall remain as they were when the pandemic furlough was implemented. Employees may either pay their portion of active employee insurance premiums while on leave or may arrange for payment after they return from leave.
 - c. All other benefits shall continue under the same cost-sharing arrangements (if any). This includes, for example, employee tuition waiver for the 2020-21 academic year.
 - d. Employees will not accrue annual leave or disability leave while on full furlough. Employees on partial furlough will accrue prorated annual and disability leave.
4. Either party may request to meet to discuss renegotiating the terms of this agreement if circumstances change. The parties agree to meet within 30 days of such request.

This agreement shall expire unless there is an extension of the agreement on or before June 30, 2021.


Teamsters Local #340


Date


SR Cameron
University of Maine System

8/31/20
Date