

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 Associated Faculties of the Universities of Maine (AFUM) (hereinafter the “Union”), collectively (“the Parties”).

Whereas, the Parties executed a Memorandum of Understanding on September 21, 2021, regarding vaccination of employees for COVID-19;

Whereas, Governor Janet Mills announced on November 17, 2021, that all Maine residents aged 18 and older are now eligible for booster vaccinations, and in accordance with CDC guidance, the parties recognize the potential benefit of a booster dose;

Therefore, the Parties agree that the September 21st Memorandum of Understanding is hereby amended as follows:

1. Employees who receive the vaccine or a booster shot during their paid working time will be compensated for time spent obtaining the vaccine during their regular work hours for up to a maximum of two hours per vaccination dose if they receive the vaccine or a booster shot. If employees are vaccinated or receive the booster shot outside of working time, employees may (but are not required to) apply up to two hours of paid administrative leave per dose. UMS’s timekeeping policies apply to the recording of vaccination time; the record must be accurate and must include all time spent obtaining the vaccine or a booster shot. Any employee who experiences side effects following vaccination or a booster shot will be permitted up to a total of 80 hours of paid administrative leave to recover from those side effects from any/all vaccine or booster shots during the term of this Agreement.
2. These amendments shall be effective upon execution. All other terms of the Agreement executed by the Parties on September 21, 2021, and these amendments shall expire on May 31, 2022, and shall remain in full force and effect until that time unless mutually amended by the Parties or if changes are mandated by law. Either Party may request to meet to discuss any of the items in this Agreement or the September 21st Memorandum of Understanding 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.
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.

*Jim McClymer*

Associated Faculties of the Universities of Maine

12/3/2021

Date

*Robert Placido*

University of Maine System

12/3/2021

Date