

## MEMORANDUM OF UNDERSTANDING

The Maine Educational Center for the Deaf and Hard of Hearing/Governor Baxter School for the Deaf (the "School") and The Maine Service Employees Association – SEIU (the "Union") agree to the following memorandum of understanding regarding remote work opportunities for bargaining unit members.

The parties agree that this MOU shall remain in effect for 12 months from the signature date. However, the parties to this agreement agree that either party may request to bargain over changes to this MOU to be effective after 12 months. Such a request must be received by the other party no more than 60 days, but not less than 30 days before the expiration of this MOU. If neither party requests bargaining, the MOU will continue in effect until the end of the current collective bargaining agreement.

### **Remote work:**

Remote work will be allowed, when appropriate, based on the established Remote Work Protocol set forth below.

### **Remote Work Protocol**

The parties recognize that remote work opportunities can increase productivity and job satisfaction, improve retention and recruitment, reduce commuting costs, and provide employees greater flexibility with using their time. The parties further acknowledge that remote work also can negatively affect some employees' productivity, have a negative impact on incidental learning and the sense of community at MECDHH/GBSD, and can lead to concerns of equity for employees unable to take advantage of these opportunities. The parties acknowledge that remote work requests should not be used to establish standing or routine schedule for remote working days based solely on the convenience for the School or employees.

To provide a flexible, balanced opportunity for remote work, remote work will be allowed based on:

### **General Eligibility Criteria for Remote Work:**

- Have been a staff member who has worked at least 90 days,
- Have a record of satisfactory job performance,
- Have work responsibilities that can be performed remotely without adversely affecting quality, productivity, and the needs of MECDHH/GBSD,
- Have consistent, ongoing access to telephone and Internet remote which allow the employee to accomplish work tasks such as video training, video conferencing, and
- Have a dedicated workspace that meets basic privacy and ergonomic requirements.

### **Requesting Remote Work Opportunities:**

- Employees must submit a request for remote work to their supervisor as soon as the need for remote work is identified by the employee.
- When a remote work request is based on emergency or unexpected circumstances, employees can reach out via text to their supervisor for a more timely response.

- Employees must provide pertinent information in their request including (a) the reason for the request; (b) the frequency of the remote work; (c) the duration of the remote work; and (d) the location at which the remote work will be performed.
- Remote work may not commence before supervisor approval. If an employee chooses not to come to work or to leave work early without remote request approval, they must take paid time off if available and under the Collective Bargaining Agreement.

**The Remote Work Decision Process:**


- Within five working days, or ASAP when an emergency is indicated, the employee's supervisor will respond to the remote work request with either an approval, request for more information, or reason a request is not approved.
- The length of the remote work arrangement will be based on the request.
- Remote work arrangements can be reevaluated and recalled at any time based on scheduling and caseload changes.
- If a request for remote work is denied or rescinded the Supervisor/Director will provide the employee a written explanation of the basis for the denial or rescission.
- Remote work requests denied by the Supervisor/Director may be appealed by the employee to the School's Executive Director, who will provide a written response to the employee's appeal within ten (10) days.
- Requests for remote work will not be arbitrarily or capriciously denied.

**Expectations for employees working remotely:**

- Employee will not schedule activities on a remote workday that would distract them from their duties during normal working hours.
- Employee will ensure there are no visual or auditory distractions/obtrusions during any Zoom or other online platform sessions.
- Employee will assure personal/environmental professional appearance for any Zoom or other online platform sessions.
- Employee will be available and responsive to communication from supervisor, team members, and families/students they serve.
- Employee will, at their own expense, maintain high speed internet service at your remote work location.
- All of your obligations and responsibilities, and terms and conditions of employment with the school remain unchanged.

DATED: 10-7-21

  
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 For the School

  
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 For the Union

10/08/2021