

3. The relevant CBAs establish contractual rights to the benefits negotiated when the retirees were unit members. Those benefits include the right to group health insurance according to the University policy in place at the time of each unit member's retirement.

4. UMS has violated the contractual rights of each Plaintiff by unilaterally eliminating group health insurance for retirees, and replacing it with an undefined commitment to provide each retiree with a cash allotment to be used in conjunction with enrollment in individual marketplace health plans provided under the ACA through the vendor ("AON") selected by UMS.

5. Plaintiffs file this Class Action lawsuit and herein seek to enforce their contractual rights to continuing group health insurance benefits during retirement, to obtain declaratory judgment that UMS is required to abide by its contractual obligations, and to enjoin UMS from taking any action that would infringe on their contractual rights to continued group health insurance.

PARTIES

6. Jean Kilpatrick of Houlton, Maine, was a member of Associated Faculties of the Universities of Maine ("AFUM") and worked for UMS as a Professor of Sociology from about 1984 until his retirement in 2000.

7. Merrill Elias of Mount Desert, Maine, was a member of AFUM and worked for UMS as a Professor of Psychology and a Professor in the Graduate School of Biomedical Research and Engineering from 1978 until his retirement in August of 2018.

8. Ana Lazar of Yarmouth, Maine, was a member of AFUM and worked for UMS as an Associate Professor of Social Work from 1976 until her retirement in September of 2019.

9. David Jones of Bend, Oregon, was a member of AFUM and worked for UMS as a Professor of Therapeutic Recreation from 1990 until his retirement in 2016.

10. Bruce Roberts of Yarmouth, Maine, was a member of AFUM and worked for UMS as a Professor of Economics from 1995 until his retirement in about 2016.

11. Kenneth Taylor of Stockton Springs, Maine, was a member of AFUM and worked for UMS as a Professor of English from 1970 until his retirement in 2004.

12. Debra Spurling of Bernard, Maine, was a member of Associated C.O.L.T. Staff of the Universities of Maine (“ACSUM”) and worked for UMS at the Hancock County Cooperative Extension from 1996 until her retirement on October 1, 2020.

13. Carole LeClair of Milford, Maine, was a member of ACSUM and worked for UMS as an administrative assistant on the Orono campus from about 1984 until her retirement in 2015.

14. Ellen Levay of Madison, Maine, was a member of ACSUM and worked for UMS as an administrative assistant in an admissions office, and later as a personal assistant to a UMS Vice President, from 2004 until her retirement in January of 2020.

15. Judie O’Malley of Gorham, Maine, was a member of Universities of Maine Professional Staff Association (“UMPSA”) and worked for UMS in various capacities in the office of public relations from 1986 until her retirement in 2014.

16. Cynthia Thomas of Newburgh, Maine, was a member of UMPSA and worked for UMS as a parking coordinator, administrative assistant, and student academic services coordinator from about 1998 until her retirement in 2015.

17. The University of Maine System was established in 1968 and comprises seven Universities and numerous other centers. UMS serves more than 30,000 students annually and is

supported by over 2,000 faculty and over 3,000 staff. Two-thirds of the UMS alumni population lives in Maine, totaling about 123,000 people.

CLASS ALLEGATIONS

18. The class represented by Plaintiffs in this action, and of which Plaintiffs are members, consists of all retired former members of AFUM, ASCUM, and UMPSA who were members of one of these bargaining units at the time of their retirement from employment with UMS, who met the eligibility requirements set forth in the CBAs for continuation of group health insurance, and all spouses and dependents of such retirees who are entitled to retention and continuation of their fixed and vested retirement health insurance benefits as set forth herein.

19. Upon information and belief, the exact number of members of the class, as identified and described above is not precisely known, but they are estimated to be about 2,900. The persons in the class are so numerous that joinder of all members is impractical, and the disposition of their claims in a Class Action rather than individual actions will benefit the parties and the Court.

20. The action has been brought and may properly be maintained as a Class Action, pursuant to Rule 23 of the Maine Rules of Civil Procedure. The action is brought by Plaintiffs as a Class Action, on their behalf and on behalf of all others similarly situated, under the provisions of Rule 23 of the Maine Rules of Civil Procedure for a declaration by this Court of the rights and other legal relations of Plaintiffs and Defendant UMS created by reason of the contractual agreements described herein; for declaration that Defendant UMS is obligated to maintain group health insurance benefits for each Plaintiff, as well as for each Plaintiff's spouse and dependents;

for a declaration that a retiree's rights are dictated by the contractual agreement in effect at the time of said retirement; for a declaration that each agreement constitutes a binding and enforceable contract between Plaintiffs and Defendant UMS; for a declaration that Defendant UMS acted without authority and in violation of the law when it unilaterally decided to end the retiree group health insurance plan, and that the Court order and direct Defendant to provide continuing group health insurance benefits to the members of the class identified above in accordance with the contractual agreements.

21. Numerous common questions of law and/or fact exist as to Plaintiffs and all members of the Class, and these common issues predominate over any questions affecting individual members of the Class, namely whether: (a) each Plaintiff had a contractual right to group health insurance throughout retirement, and (b) UMS violated that contractual right by unilaterally deciding to eliminate group health insurance.

22. The claims of, and relief sought by, Plaintiffs are typical of, and common to, those of the entire of class. The claims depend on the showing of the unilateral, improper acts of Defendant in altering the fixed and vested benefits and rights, which entitles Plaintiffs to the relief sought herein. There is no conflict between any individually named Plaintiff and other members of the class with respect to this action, or whether respect to the claims for the relief set forth herein.

23. The attorneys for the Plaintiffs are experienced and capable in litigation in the field of contract benefits pursuant to collective bargaining agreements and have experience with class actions.

24. Plaintiffs will fairly and adequately represent and protect the interests of the class and are committed to vigorous prosecution of this action.

25. The prosecution of separate actions by individual members of the class would create risk of inconsistent adjudications with respect to individual class members which would establish incompatible standards of conduct for Defendant, or adjudications regarding individual members of the class would as a practical matter be dispositive of the interests of the other members who are not parties, or would substantially impair or impede their ability to protect their interests.

26. Defendant UMS has acted on grounds that apply generally to the class, so final injunctive relief or corresponding declaratory relief is appropriate with respect to the class as a whole.

FACTUAL BACKGROUND

A. THE PLAINTIFFS WERE MEMBERS OF UNIONS WHILE EMPLOYED WITH UMS.

27. The University of Maine System was established in 1968 and comprises seven Universities and numerous other centers. UMS serves more than 30,000 students annually and is supported by over 2,000 faculty and over 3,000 staff. Two-thirds of the UMS alumni population lives in Maine, totaling about 123,000 people.

28. The AFUM is the union representing full time faculty members in the University of Maine System. The relevant language from their CBA is attached as Exhibit A.

29. The UMPSA is the union representing Professional and Administrative employees of the University of Maine System. The relevant language from their CBA is attached as Exhibit B.

30. The ACSUM is the union representing Clerical, Office, Laboratory, and Technical employees of the University of Maine System. The relevant language from their CBA is attached as Exhibit C.

31. The named Plaintiffs represent the class of all former unit member retirees who meet the eligibility requirements for receipt of group health insurance from UMS who are impacted by UMS's actions to terminate retiree group health insurance.

32. Since at least 1979, UMS and the three unions identified above have maintained successive collective bargaining agreements governing the employment relationship.

B. THE UNIONS NEGOTIATED CONTRACTS WITH UMS THAT PROVIDED ELIGIBLE EMPLOYEES WITH CONTINUED HEALTH CARE BENEFITS UPON RETIREMENT.

33. The three CBAs each include contractual language that provides for health insurance for all active members, and for the maintenance of certain benefits when members retire.

34. With respect to retirees, all three CBAs include language regarding retirees' rights to continued group health insurance benefits.

35. Upon information and belief, when members retired, each received a communication from UMS stating their rights to ongoing group health insurance. See UMS Letter attached as Exhibit D. Over the years, the contract differed only as to the percentage of the group health insurance premium paid by the retiree (0% for retirements before 2010; 7%,10% or 15% of premium based on years of service for retirements from 2010 to 2017, and; 20% for retirements after 2017).

36. Article 21(K) of the AFUM CBAs has contained the following language regarding retiree health insurance: "Employees who retire under these provisions shall be eligible for health insurance continuation in accordance with University policy for retirees in effect at that time." Since at least 1979, all AFUM CBAs have contained this language. See Exhibit A.

37. Since at least 2002, Article 29(B)(1)(c) of the UMPSA CBAs has contained the following language regarding retiree health insurance: “Employees who retire under these provisions shall be eligible for health insurance continuation in accordance with University policy for retirees in effect at that time.” See Exhibit B.

38. Since at least 2002, Article 13(E) of the ACSUM CBAs has contained the following language regarding retiree health insurance: “When eligible unit members retire, group health plan participation will be in accordance with University retiree policy in effect at that time. See Exhibit C.

39. In or about 2015, all three unions agreed to the following additional language to the respective sections:

Effective January 1, 2017 the parties understand the policy will be amended as follows: individual health premiums for all Medicare eligible unit members retiring on or after that date or when they become Medicare eligible in retirement for the unit’s member’s own coverage will be a single contribution rate of 20%.”

(The AFUM CBA included additional language affirming no changes to the spouse or dependent contribution.)

40. This language continues to the present in all three CBAs.

41. UMS maintains a Policy Manual detailing policies that apply to non-represented employees. Until early 2020, the Policy Manual addressed retiree health insurance in “Section 411” as follows (emphasis added):

“Employees who retire from University service may retain group health coverage. Retirees pay the full health plan premium unless they are eligible for the premium contribution described below. Retirees are employees who are at least age 55 and have ten or more years of continuous full-time regular service immediately preceding retirement.

University of Maine System retirees at or above the normal retirement age of 65 with at least ten years of continuous full-time regular University service immediately prior to retirement and who have remained in the System health plan are provided group health coverage with the retiree’s cost and one-half of eligible

dependents' costs paid by the University. This coverage is also extended to those former employees in the plan receiving benefits under the System's long-term disability (LTD) insurance and to widows/widowers of University employees and retirees. Retirees who retire on or after July 1, 2010 and former employees receiving LTD benefits will pay a share of the premium for personal coverage based on years of completed continuous, full-time equivalent regular service prior to retirement (or disability): Length of service Retiree's share 10 years and less than 20 years 15% of the premium 20 years and less than 30 years 10% of the premium 30 years or more 7% of the premium

For those retiring on or after January 1, 2017, the Medicare eligible retiree pays 20% of the individual premium and 50% of the dependent premium (9/1/17 for faculty). Former employees under the System's long term disability (LTD) plan are eligible to continue the health plan for a maximum of 24 months as long as approved for LTD benefits at a rate of 20% of the individual premium and 50% of the dependent premium. This is effective for all former employees that begin their LTD benefits on or after September 20, 2016."

42. Pursuant to this policy, UMS has maintained a group health insurance plan through Aetna Insurance, Inc.

43. The Policy Manual Section 411 language cited above was the policy "in effect at the time" of retirement, and was the language referenced in the respective CBA sections also excerpted above.

C. TIMELINE OF UMS ACTION REGARDING RETIREE BENEFITS.

44. In or around January 2020, the UMS Board of Trustees referred the matter of repealing and replacing Policy Manual Section 411 with an "Administrative Procedure Letter" to the Board of Trustees Subcommittee on Human Resources/Labor Relations.

45. On February 7, 2020, the University issued an RFP to solicit bids to provide Individual Marketplace - Medicare Exchange and Health Reimbursement Account (HRA) administrative services for the University's Medicare A and B retiree population. The RFP was not made public.

46. The RFP indicated that UMS maintained 2,934 Aetna Medicare Advantage enrollees.

47. On February 24, 2020, the UMS Board of Trustees Subcommittee on Human Resources/Labor Relations met in Executive Session and, it can be inferred, supported the repeal and replace of Section 411 with an “Administrative Practice Letter.”

48. On March 16, 2020, the UMS Board of Trustees voted to accept the recommendation, thus effectuating the “Administrative Practice Letter,” which contained the language eliminating retiree group health insurance.

49. Between March 17, 2020, and July 5, 2020, UMS awarded the contract to AON.

50. On or about July 7, 2020, UMS signed the contract with AON.

51. On July 8, 2020, UMS finalized the Administrative Practice Letter (“APL”) amending the Section 411 Policy Manual language cited above with respect to retiree group health insurance by replacing it with the following language: “Employees who retire from University service may retain Group Health Plan coverage through December 31, 2020. This coverage is also extended to those former employees in the plan receiving benefits under the System’s long term disability insurance, in accordance with the applicable collective bargaining agreement at the time of termination.”

52. This APL is effective through December 31, 2020.

53. On August 17, 2020, UMS communicated to retirees its decision to eliminate the group health insurance as of January 1, 2021, and incentivize retirees to purchase plans on the ACA exchanges through AON. UMS established a deadline of December 7, 2020, for retirees to enroll in an individual plan through AON.

54. On August 18, 2020, UMS communicated the same message to the unions and to active employees. The unions responded the same day by invoking impact bargaining, alleging failure to negotiate.

55. On August 25, 2020, UMS provided the unions a copy of the communication it sent to the retirees.

56. On September 4, 2020, AFUM and UMS met to negotiate the result of the unions' demand to bargain. UMPSA and ASCUM met separately with UMS on this date. The University proposed to each union to alter the existing CBA to allow the change to the retiree health insurance program. All three unions rejected this proposal and demanded that UMS honor the existing contract.

57. On September 14, 2020, UMS responded to the unions, stating that it has the authority to make the proposed changes for all existing employees and for all Retirees.

58. On September 14 and 15, 2020, the unions filed grievances against the University on behalf of the unit members.

59. None of the three unions, nor any members of the class, agreed to the proposed changes to retiree group health insurance.

COUNT I
(FOR DECLARATORY JUDGMENT)

60. Plaintiffs incorporate by reference the above allegations as though realleged herein.

61. Plaintiffs hereby request this Court grant declaratory judgment that the CBAs between UMS and AFUM, ACSUM, and UMPSA provide Plaintiffs with a vested contractual right to group health insurance as it was provided by UMS at the time of Plaintiffs' retirements.

62. Plaintiffs further request this Court to grant declaratory judgment that UMS's decision to unilaterally eliminate Plaintiffs' vested contractual right to continued group health insurance benefits and to replace such entitlement with an undefined commitment to provide them with cash allotments to be used in support of individual health plans violates the CBAs.

63. Plaintiffs further request that this Court grant declaratory judgment that UMS satisfy its contractual obligations and continue to meet its contractual obligations and provide Plaintiffs group health insurance.

COUNT II
(FOR BREACH OF CONTRACT)

64. Plaintiffs repeat and reallege each and every preceding paragraph of this Complaint, as if full set forth herein.

65. Defendant UMS entered into CBAs in favor of Plaintiffs whereby it promised, represented, and agreed that: "Employees who retire under these provisions shall be eligible for health insurance continuation in accordance with University policy for retirees in effect at that time," and, "When eligible unit members retire, group health plan participation will be in accordance with University retiree policy in effect at that time."

66. This express promise created a fixed and vested contractual right to continued group health insurance benefits to Plaintiffs upon their retirement, and in the form that was in effect at the time of retirement. In every case, the form was group health insurance.

67. Defendant UMS, in direct breach of contract, purports to unilaterally eliminate its provision to Plaintiffs of their vested contractual right to group health insurance benefits upon retirement, to be replaced by payment of money into an HRA for use only if Plaintiffs then secure a health insurance plan through vendor AON.

68. All Plaintiffs have, upon information and belief, satisfied all eligibility conditions and all conditions precedent have occurred or been performed by Plaintiffs.

69. As a direct, immediate, and proximate result of Defendant UMS's breach of contract, the Plaintiffs will sustain sweeping and substantial damage, including, but not limited to:

a. The likelihood many retirees will lose the ability to receive medical care from their current care providers and care networks. The current group health plan and the proposed AON plans do not align with respect to provider networks. Many members of the class will be forced to choose new doctors or else suffer escalating out of pocket costs, in addition to the risk to continuity of care and overall care that is triggered when patients are forced to find new medical providers.

b. Retirees will have to absorb significant administrative responsibilities. Whereas under the current group health plan retirees merely present an insurance card to a provider and pay co-pays, the prospective plans require each retiree to submit billing information to the plan administrator for the purpose of obtaining reimbursement.

c. Plaintiffs will be forced to select an AON plan in order to obtain HRA funding. Any delay or other meritorious reason to choose a plan outside the AON orbit would result in forfeiture of the only remaining UMS support for retiree health insurance. Further, this “option” is one-time only – meaning a retiree must make the choice now or risk never having UMS pay for the HRA.

d. Retirees who do not live in the United States are not eligible for health coverage under Medicare Part A or part B, so the insurance at issue is primary, not supplemental. The proposed change will automatically switch their primary health coverage from the current group plan to a more limiting AON plan.

e. The pending challenge to the ACA in front of the United States Supreme Court also could result in irreparable harm. The proposed change by UMS is predicated on allegedly comparable coverage being obtainable in the individual marketplace. That comparison requires the ACA to remain the law. If the Court rules against the ACA the

impact on Medicare eligible people, including the Plaintiffs, will be profound – and without recourse if the proposed change is allowed to stand. Specifically, the loss of the ACA would allow the prescription drug “donut hole” to re-emerge in most, if not all, AON plans, as the ACA provides direct price supports to plans on the individual market. No such problem would occur if Plaintiffs remain on the current group health plan.

.. f. UMS has either refused, or been unable, to produce a detailed financial analysis supporting its claims about the benefits of the AON plans. Retirees choosing plans under the AON contract are being asked to make, or re-make, lifetime financial decision without the benefit of the financial details – in particular regarding the amount of the HRA now, and in future years.

70. Many of the injuries Plaintiffs are likely to sustain as a result of UMS’s contractual breach are irreparable in nature and unable to be redressed through remedies at law. Many cause damage that is either incalculable, or not easily calculated at this time, given the factors of life expectancy, health changes, inflation, inflation of medical costs, and – if this proposed change is ratified – the power for UMS to change the arrangement at any time, again, without consideration.

71. No adequate remedy at law exists to redress Plaintiffs’ harm. Monetary damages cannot compensate for the loss of previously chosen doctors, many of which may have long-term relationships with retiree patients. Monetary damages could not be accurately calculated because the financial impact of losing the HRA, or UMS refusing to commit to the HRA levels, could span over decades for thousands of retirees. Monetary damages are incalculable when the financial impact is tied closely to unknown future physical health changes, especially as regards future prescription drug needs. Monetary damages would be prohibitively difficult to calculate if

the ACA is ruled unconstitutional and provisions such as the “donut hole” solution is eliminated for thousands of retirees over the coming decades.

WHEREFORE, as to Count I, Plaintiffs pray that this Court grant declaratory judgment that the CBAs between UMS and AFUM, ACSUM, and UMPSA each provide the relevant Plaintiffs with a vested contractual right to group health insurance provided by UMS upon their retirement. Plaintiffs also request that this Court grant declaratory judgment that UMS breached its contract with Plaintiffs when it unilaterally eliminated Plaintiffs’ vested contractual right to continued health insurance benefits.

As to Count II, Plaintiffs pray that this Court will grant a temporary restraining order enjoining UMS from unilaterally eliminating Plaintiffs’ vested contractual right to continued health insurance benefits and any other additional relief that this Court deems proper.

Dated at Topsham, Maine this 19th of November, 2020.



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Agreement

between

University of Maine System

and

Associated Faculties

of the

Universities of Maine, MEA/NEA

2019 - 2021

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The Agreement between the University of Maine System and Associated Faculties of the Universities of Maine, MEA/NEA, July 2019 – June 2021 can also be found at the University's web site:
<http://www.maine.edu/about-the-system/system-office/human-resources/labor-relations/>

Article 1 – Recognition

The Board of Trustees of the University of Maine System (hereinafter the Board) recognizes the Associated Faculties of the Universities of Maine / Maine Education Association / National Education Association (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine System Labor Relations Act, in the faculty bargaining unit (hereafter unit members). Unit members are University of Maine System employees in titles or positions included in the faculty bargaining unit as a result of the Stipulation in Unit Determination Hearings and Memorandum of Understanding dated March 27, 1978; the Certification by the Maine Labor Relations Board on May 11, 1978; and the Unit Determination Report of the Maine Labor Relations Board dated August 4, 1978, as they are amended by Article 13, Responsibilities of Department, Division or other Appropriate Units and Chairpersons; the Memorandum of Understanding dated September 19, 1982.

Article 2 – Academic Freedom and Faculty Expression

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the University. The parties acknowledge and encourage the continuation of an atmosphere of confidence and freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students. Academic freedom is the freedom of Unit members to present and discuss all relevant matters in the classroom, to explore all avenues of scholarship, research and creative expression, and to speak or write without any censorship, threat, restraint, or discipline by the University with regard to the pursuit of truth in the performance of their teaching, research, publishing or service obligation.

Unit members have the right to comment as faculty on matters related to their professional duties, and the functioning of the University, subject to the need for courteous, professional and dignified interaction between all individuals and the parties' shared expectation that all members of the campus community will work to develop and maintain professional relationships that reflect courtesy and mutual respect recognizing a Unit member's responsibility to refrain from interfering with the normal operations of the University and the ability to carry out its mission.

Additionally, Unit members as citizens are entitled to the rights of citizenship in their roles as citizens, including to comment on matters of public concern. Because of their special status in the community, unit members have a responsibility and an obligation to indicate when expressing personal opinions that they are not institutional representatives unless specifically authorized as such.

The University of Maine System is a public institution of higher education committed to excellence in teaching, research, and public service. Together, the students, faculty, and staff form our state wide University community. The quality of life on and about the member Universities is best served by preserving the above described freedoms and civility.

Article 3 – Board Association Relations

- A. The Board of Trustees (hereafter Board) and the Association agree to maintain the academic character of the University of Maine System (hereafter University) as an institution of higher education.
- B. The rights, functions, powers, duties and responsibilities of the Board and its officers and agents, under applicable state law and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents except as modified by this Agreement.
- C. Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of the University so long as such rights are not in conflict with a stated term of this Agreement.
- D. Nothing contained in this Agreement shall be construed to prevent the Board and its officers and agents from meeting with any individual or organization to hear views on any matters. The Board or its officers and agents shall at all times be cognizant of the status of the Association as the sole and exclusive bargaining agent under the University of Maine System Labor Relations Act for unit members. In accordance with Board policy, the Association may express its views at meetings of the Board of Trustees.

Article 4 – Association Rights

- A. 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.
2. One designated grievance chairperson per campus except two (2) at UM, UMA, and USM and, during the term of negotiations, seven (7) designated negotiating team members shall henceforth be granted priority, when necessary, insofar as possible within the campus scheduling procedures, in the selection of times for their assigned teaching schedules and/or other professional responsibilities in order to facilitate the implementation of this Agreement. These Association representatives shall have the responsibility to meet all classes, office hours and other duties and responsibilities. Such representatives shall have the right during times outside of those hours scheduled for such activities to investigate, consult and prepare grievance presentations and attend grievance hearings and meetings or participate in collective bargaining.
3. Upon timely designation by the Association, unit members who are Association representatives shall be granted a total of not more than fifty-eight (58) hours of release time during the period per academic year during the life of the agreement for the purposes of negotiations, grievance handling and implementation of this Agreement. No more than sixteen (16) hours shall be available to unit members from any single campus in any semester. The Association may purchase released time at the applicable overload rate for six (6) additional unit members timely designated for the above described purposes. Such purchased released time shall not exceed a total of eighteen (18) hours per semester, and all released time shall be subject to the above limitations regarding its allocation to campuses.
4. The Association shall inform the University of the name of the individual unit members who are to receive priority scheduling and/or released time far enough in advance so that the scheduling of any semester's classes is not interfered with or otherwise disrupted. Release time notification shall be made no later than May 31 for the following fall semester and no later than October 31 for the following spring semester.
- B. 1. The Association shall be allowed reasonable use of the intra-campus mail system.
2. The Association may request a lockable office for Association use pursuant to existing campus procedures at the University of Maine and the University of Southern Maine. An office shall be provided to the Association if available.
3. The University shall allow at no cost to the association the listing of a campus or other designated phone number for the Association in each campus directory. The Association may, at its cost, have a University phone installed on each campus. All operating charges shall be borne by the Association.
4. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus. The Association shall pay only the amount required of other campus organizations for this privilege.
5. The Association shall have access to the use of available campus office equipment at reasonable times.
6. The Association shall receive at no cost three (3) campus parking passes, where utilized, to assure ease of compliance with campus traffic regulations while representatives of the Association are on official business.
7. Within the months of February, April, June, August, October and December of each year and at no cost to the Association, the University shall supply the Association with a standardized MEA electronic data file (see below). Once standardized, no changes will be made to the data file during the life of this Agreement.

Collective Bargaining Unit
Unique ID
Employee ID
First and Last Name
Health Plan Type
Address (home)
Gender
Birth Date
Education Level
Step
Campus

Original Hire Date
Title
Department
Job Code
Job Entry Date
Employment Status
Regular / Temp
Time Base (full or part-time)
FTE
Union Code
Campus Address

Salary Base
Coverage
Country
Contract Length
Tenure Status
Hourly rate

Wage Grade
Benefit Plan
Soft Money
Work Year
College – where employed

8. The University agrees to provide to AFUM an Excel file containing the best available information regarding the name, course number, course title, number of credits per course and number of student credits for all non-unit members teaching credit bearing courses. Such report shall be provided twice annually by January 31 for Fall semester and by June 30 for Spring semester.
 9. Unless otherwise stated in this Article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities.
- C. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees in a timely fashion. At any Board of Trustees meeting where the agenda specifies public discussion with the public regarding matters which are subject to collective bargaining with the Association, the Association shall have the opportunity upon request to express its views in accordance with procedures and conditions for public comment which are adopted by the Board.

Article 5 – Meet and Discuss

- A. Upon request of either party, the Chancellor and/or designees of the Chancellor shall during the term of this Agreement meet with a committee appointed by the Association for the purpose of discussing matters necessary to the implementation of this Agreement.
- B. The request for any such meetings shall include a list of the specific matter(s) to be discussed. A copy of any request shall be sent simultaneously to the offices of the Director of Labor Relations and the Association's Higher Education Representative.
- C. If the matters to be discussed are University-wide, appropriate arrangements will be made by the Chancellor's office to schedule the meeting within two (2) weeks of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed eight (8) persons. Likewise, the number of University System representatives shall not exceed eight (8). Six (6) meetings per year, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
- D. If the matters to be discussed are related to a particular campus, the Chancellor's Office will notify the chief administrative officer of that campus who shall make the appropriate arrangements to schedule the meeting within two (2) weeks of receipt of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed six (6) persons. Likewise, the number of University System representatives shall not exceed six (6). Two (2) meetings per semester per campus, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
- E. Such meetings shall not be for the purpose of discussing specific grievances, conducting collective bargaining negotiations on any subject, or modifying, adding to or deleting any provision of this Agreement.
- F. Matters of common concern, other than those specified in paragraph A, may be placed on the list of matters to be discussed with the Chancellor by mutual agreement of the Chancellor and the Association.

Article 6 – Personnel File, Data and Privacy

- A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate materials relating to the unit member's employment.
- B. Unit members shall be sent a copy of all material placed in the file at the same time it is placed in the file. Beginning June 1, 1995, any material or correspondence addressed to a unit member which is to be placed in the file shall be marked cc: Personnel File. Any material or correspondence not addressed to a unit member which is to be placed

in the file shall be sent to the unit member with a notation that such material has been placed in the personnel file. These provisions shall not apply to routine forms, such as Personnel Action Forms, Tuition Waiver Requests, etc. Anonymous, unattributed or inappropriate material shall not be placed in the file. A unit member shall have the right to submit to the file custodian a timely written response to any material placed in the personnel file. This timely written response shall then be filed and attached to the appropriate file material.

- C. Unit members shall have the right to examine their file in the presence of the file's custodian, that individual's designee, or, if those persons are unavailable, an appropriate administrator, during the normal business hours of the office in which the file is kept. Upon written request and the payment of five (5) cents per page of copying, a unit member may obtain copies of any material in the personnel file. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept.
- D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including: biographical data, information on teaching, research, publications, and University and public service.
- E. A unit member may indicate in writing to the file's custodian those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for their removal. For unit members who have a tenured appointment or continuing contract, or who hold the rank of Lecturer and have completed at least six (6) years of service, written reprimands or other formal disciplinary action shall be removed from the unit member's personnel file after three (3) years provided that the unit member has received no additional written reprimands or other formal disciplinary actions.
- F. In a specific personnel action, no use may be made of any material which has not been properly and timely placed in the personnel file with the exception of recommendations by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific personnel action.
- G. The file shall be available to authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.
- H. The Association or a duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files. The Association or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the unit member.
- I. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.
- J. Unit members will be made aware by the University of any University electronic monitoring of their work space. The University shall have the responsibility to inform unit members of the electronic monitoring process used.
- K. A unit member will have access to all personal data collected for disciplinary purposes, and shall have the right to dispute any of the data. Any unit member may submit a timely written response pertaining to any data that the unit member believes to be inappropriate.
- L. The personal files; including electronic files, maintained by the individual unit member in an office provided by the University will be considered to be the private property of the unit member; and only individuals specifically designated by the unit member shall be allowed access to such files.
- M.
 1. The Association and the University mutually agree that files may contain materials to which unit members have privacy and intellectual property rights, to the extent provided in this Agreement, with the benefit, and subject to the provisions, of all applicable State and Federal laws. Files include, without limitations, paper files, electronic files, e-mail, course files, creative works and personal files maintained in a University office or computer network or system; as well as University files maintained in a home office or personal computer or network. The University shall use good faith and customary efforts to safeguard the privacy and intellectual property rights of Unit members in accordance with this Agreement, including without limitation, Article 2, this Article, and any University policies related to information technology, intellectual property, applicable administrative practice letters, and to the extent provided by law. Cooperation between the Association, Unit members and the University is essential for the implementation of these provisions.
 2. The Association, Unit members, and the University mutually agree that the University has legitimate needs to

access files and that the University cannot assure privacy. Appropriate purposes to access files include, but are not limited to maintaining student and course records, investigating data breaches, investigating violations of law, responding to public records requests in accordance with Maine law, federal Family Educational Rights and Privacy Act of 1974 requirements, litigation holds, subpoenas, addressing evidence of misconduct and other legal requirements. The University shall not capriciously, unreasonably, or unnecessarily access files that contain information about or are created or maintained by a Unit member. Nothing within this section prevents the University from taking necessary actions to protect its systems and data from malicious or inappropriate files or activity.

3. When the University receives a request under the Maine Freedom of Access law for information related to an individual unit member which is defined as public record under the Act and not otherwise exempt, the request will be handled as set forth below recognizing that there are legal requirements and time obligations associated with a response which may be amended by the Legislature from time to time.
 - a) If the University determines that the requested information is not subject to the Act and will therefore not be provided, there is no requirement to notify the Unit member.
 - b) If the University determined it must provide the information or is reviewing the request to determine whether the information will be provided, the University will make a reasonable effort to notify the Unit member before complying with the request. Notice directly in person or by telephone or e-mail or in writing to the Unit member's last known work or home address is deemed to be reasonable. The notice will include the following statement: "Your Faculty Association (AFUM) strongly urges you to contact us to discuss this matter immediately. You may have certain legal rights and insurance protections that require timely implementation. Contact information is available at www.afum.org." The notice will include at least the general nature of the information to be provided.
 - c) Where possible, in the determination of the University, the Unit member will be afforded five business days from the date of the notice to contact the University with questions or concerns regarding the information to be provided.
 - d) The determination of the information to be provided in response to the request is in the sole discretion of the University. However, a Unit member may seek protection from the courts to prevent the disclosure of information.
 - e) If the University determines that the information requested is otherwise exempt and will not be provided, the University will notify the Unit member that it received the request and its denial as it deems reasonable under the circumstances. Notice will be provided as set forth in 3(b) above.
4. When the University receives a third party subpoena specific to an individual Unit member to produce evidence or permit inspection of items or information, the University, unless otherwise directed not to do so by the subpoena, will notify the Unit member as is reasonable under the circumstances. Notice will be provided as set forth in 3(b) above.
5. When the University receives a warrant to provide information or items relating to or personal to an individual Unit member or the Unit member is the subject of the warrant, the University will notify the Unit member within five business days unless under the applicable law notice may not be given or a law enforcement agency or a court directs or requests that the Unit member not be informed. Notice will be provided as set forth in 3(b) above.
6. When an internal investigation is conducted to determine whether an individual Unit member has engaged in misconduct, including but not limited to cases of suspected harassment or discrimination, and the internal investigation requires access to files or information maintained in paper or electronic records about the Unit member, the Unit member will be informed that access to the file or information is being provided to the internal investigator, unless, in the University's discretion, disclosure or notification would be disallowed by State, Federal or local law, statute, rule or regulation regarding privacy, legal rights or confidentiality. This notification will occur in advance of the release of the data, unless doing so could reasonably be concluded to compromise the integrity of the information or the investigation. When advance notice is not provided, the notice will be provided within a reasonable time period depending on the specific concerns about compromise of the information or the investigation. Notice will be provided as set forth in 3(b) above.
7. When the University has another legitimate need to access files, such as investigating data breaches, Family Educational Rights and Privacy act of 1974 requirements, data protection needs or other legal requirements,

the Unit member will be informed that access to the file or information extracted from the file is being provided. This notification will occur in advance of the release of the date, unless doing so could reasonably be concluded to compromise the integrity of the information or the investigation. When advance notice is not provided, the notice will be provided within a reasonable time period depending on the specific concerns about compromise of the information or the investigation. Notice will be provided as set forth in 3(b) above.

8. The parties recognize that responses to requests and circumstances described in sub-sections 3 through 7 above are each governed by various provisions of the law and the decisions of the University regarding how to respond are not discretionary on the part of the University. Therefore, decisions made in response to such requests are not grievable.
9. For the protection of Unit members' information, as well as information belonging to others in the University community, Unit members and the University mutually agree to use good faith efforts to maintain information security in accordance with the policies, standards, practices, laws and regulations referred to in this Article and the other provisions of this Agreement. The University shall provide timely guidance and training to help prevent misuse and inappropriate dissemination of information.
10. Nothing in this Agreement precludes the use by the University or Unit members of de-identified aggregate data for institutional research and measurement.

Article 7 – Appointment, Reappointment and Non-Reappointment, and Contract Status

A. Initial Appointments

1. In filling a University-approved vacancy within a department, division or other appropriate unit, which under the University of Maine System Labor Relations Act would result in bargaining unit status, appropriate candidate(s) chosen from all applicants who meet the established criteria shall be recommended by the department, division or other appropriate unit except that where more than one department, division or other appropriate unit has a legitimate academic interest, a combined committee from the affected departments, divisions or other appropriate units shall make these recommendations. The criteria shall be established in the traditional manner. The recommendation shall be made in compliance with applicable "equal opportunity" and/or "affirmative action" laws, policies and/or procedures.
2. Unit members have a legitimate concern in the selection, retention, and performance of faculty teaching credit bearing courses. To that end, full-time faculty in the department, division, or other appropriate unit shall participate in the selection of teaching faculty, including part-time faculty teaching credit bearing courses in accordance with campus governance procedures.
3. The department, division or other appropriate unit faculty shall submit their recommendation to the chairperson. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final and non-grievable. Prior to rejecting any department, division or other appropriate unit recommendation, the chief administrative officer or his/her designee(s) will meet with the faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.
4. In the event that time constraints do not permit adherence to the above described procedures, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.
5. Upon acceptance by the candidate, the University shall provide a copy of the appointment letter to the Association.
6. **Joint Appointments**
 - a. Faculty may receive an appointment with funding and / or responsibilities in more than one department, division or other appropriate unit. Such appointments shall be called Joint Appointments.
 - b. Faculty holding joint appointments shall, for the purpose of evaluation, reappointment, tenure and promotion and any other purpose provided for under this Agreement, be reviewed by a single peer committee.

- c. The composition of the peer committee for the unit member in a joint appointment shall reflect the proportion of responsibilities assigned to the unit member in each department, division, or other appropriate unit.
 - d. For the purpose of evaluation, reappointment, promotion, tenure, and any other purpose provided for under this Agreement there shall be a single recommendation from the peer committee. A single set of evaluation criteria and procedures shall be employed.
 - e. The letter of appointment may also specify the mix of workload activities, teaching, research and service that may be performed. The total full-time workload of faculty holding joint appointments shall be comparable to that of a faculty member holding a single appointment.
 - f. Guidelines shall be developed by the departments, divisions or other appropriate units concerning joint appointments and composition of peer committees and provided to the chief academic officer at each university for review and approval pursuant to Article 10 as well as to appropriate administrators, appropriate peer committees, affected unit members and the Association.
7. This section applies only to degree programs at two (or more) campuses that cooperate and each campus issues a degree in the academic program. Approved courses will be listed on all cooperating campuses and degrees shall be awarded from the student's home campus.
1. Cooperating departments will be limited to 15% of all degree granting programs, of all degree types separately (Associate's, Baccalaureate, and Master's and Doctorate), at each institution plus any existing cooperating degree programs effective July, 2019. If the number of cooperating departments exceeds the limits listed above, any expansion will require approval through a shared governance process on each campus in coordination with the Chief Academic Officers.
 2. Cooperating departments will have unit members teach at least 60% (rounded up to the nearest 5%) of classes with a goal of achieving a minimum of 75% of classes taught by unit members within 5 years of formation of the cooperating departments. Temporary reductions below these numbers will be corrected by the university as soon as possible and within three years.
 3. Unit members will have a home institution and they are fully a member of the academic unit on their home campus.
 4. Cooperating departments review faculty credentials to teach courses at their university every four years. Additionally, faculty, consisting of unit members, from cooperating departments may submit a letter to the home campus peer evaluation committee and candidate for review during peer review up to and including the tenure evaluation cycle. The peer committee may choose to use any feedback provided in said letter in their review process and if so, the letter shall be included in the candidate's review file.
 5. UMS supports communication and takes joint responsibility for success of both the program and unit member, to include sponsorship of travel to support cooperating department meetings.
 6. With mutual agreement, cooperating departments and University Administration may agree to transition to stand-alone degree-granting programs.
 7. With mutual agreement of the cooperating departments, if a position moves from a cooperating position to a non-cooperating department it will remain on the home campus to which it was appointed.

B. Probationary Period

The probationary period is an opportunity for the University to evaluate new unit members.

A probationary unit member shall be entitled to the following:

1. Annual evaluation based upon departmental criteria as described in Article 10, Evaluations: Such evaluation criteria shall be the primary criteria for any recommendations concerning reappointment during the probationary period.
2. A frank appraisal by the chief administrative officer or his or her designee of consideration beyond the control of the department, division or other appropriate unit or of the unit member, which might make reappointment unlikely despite fulfillment of the primary criteria.
3. Credit granted at the time of appointment towards the completion of the probationary period may be used at the discretion of the faculty member.
4. There shall be only one tenure decision by the Board of Trustees.

C. Procedure Regarding Reappointment and Non-Reappointment

1. Unit members with fixed length appointments, those holding tenure and/or continuing contract, and those holding the rank of Lecturer or Instructor who have earned just cause status, are not subject to reappointment. Unit members who are subject to reappointment shall automatically be considered for reappointment unless they indicate in writing to the department chairperson or director their intent to resign at the end of the current appointment.
 - a. Fixed length appointments may be extended beyond the initial duration and up to a total of 3 years in cases such as unforeseen circumstances with notification to the Association including the reason for the extension instead of hiring into a renewable appointment as well as the duration of the extension. Evaluation and recommendation by the Peer Committee for extensions shall be obtained in advance; in the event that time constraints do not permit adherence to this procedure, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.
 - b. Fixed length appointments may be extended beyond a total of 3 years with mutual agreement of the parties.
2. The department chairperson or director shall inform the appropriate peer committee that a faculty member is eligible for consideration for reappointment. Said committees shall be designated by the full-time faculty of the department, division or other appropriate unit and instructed by the University as to their responsibilities at least four weeks prior to the date for submission of the committee's recommendation in the case of first and second year faculty members and at least six (6) weeks prior to the date for submission of the committee's recommendation in the case of faculty members beyond their second year of service. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University. No person to whom a peer committee makes a recommendation shall be a voting member of that peer committee nor shall any person serving on a regular, interim or acting basis in the following capacity: Assistant Dean, Associate Dean, Dean, Assistant Provost, Associate Provost, Provost, Assistant Vice President, Associate Vice President, members of the classified staff and / or students, or Vice President. The functions of administrators attending peer committee meetings shall be to serve as a resource to the committee and/or to acquire discipline based knowledge. Administrators serving as a resource to the committee shall not have voting rights within the peer committee.
3. In its consideration of the faculty member for reappointment, the peer committee shall:
 - a. have access to the faculty member's personnel file, as provided in Article 6, Personnel File; and
 - b. provide the faculty member with an opportunity to meet with and address the committee.
 - c. All reports of the peer committee, both majority and minority (if any) must be signed by all of the members participating in the report. The names of all peer committee members must be listed and any abstentions noted.
4. The peer committee shall then forward its written recommendation regarding reappointment to the faculty member and department chairperson or director at least two (2) months prior to that date for notice of non-reappointment which is appropriate to the faculty member's length of service, as described in Section D of this Article, except that in the case of faculty members in the first year of service, the peer committee shall forward

its recommendations by no later than January 15. Within one (1) week of the receipt of the recommendation by the chairperson or director, the faculty member may prepare a written response to the recommendation. The response, if any, will go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:

- a. in extraordinary circumstances;
- b. to correct factual errors in the material submitted;
- c. to receive outside evaluations solicited during the review process which are received prior to the decision by the chief administrative officer.

In the event of such additional materials, the reappointment consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved. In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.

d. as provided for in paragraph 5 below.

5. Such administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the reappointment of the faculty member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. Upon conclusion of the administrative levels of review and prior to review by the Chief Administrative Officer, the unit member shall have an opportunity to submit a response to these recommendations. The unit member shall be accorded five (5) working days from receipt of the penultimate level recommendation to submit his/her statement. The statement submitted by the unit member shall become part of the official material reviewed by the Chief Administrative Officer. The unit member shall not grieve a negative recommendation until formally notified of the decision by the chief administrative officer. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.
6. The decision as to whether the faculty member shall be reappointed shall rest with the chief administrative officer. The chief administrative officer shall inform the faculty member of his or her decision and shall promptly supply written reasons upon the request of the faculty member.

D. Notice of Reappointment or Non-Reappointment

Unit members with probationary appointments shall receive written notice of reappointment or non-reappointment on the following schedule:

1. Not later than March 31 of the first academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
2. Not later than January 15 of the second academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
3. Not later than June 30 of the year prior to the expiration of an appointment after two (2) or more years of University service in a probationary appointment; or, if such an appointment terminates during an academic year, a minimum of one (1) year.
4. Unit members holding appointments as Lecturers shall receive notice of non-reappointment not later than March 31.
5. Instructors or Lecturers who are discontinued for bona fide program or financial reasons shall be notified of the decision no later than October 31 or March 31 of the semester in which notice is given. Unit members receiving notice of discontinuance shall fulfill their professional responsibilities for the remainder of the semester in which they are given notice and shall thereafter receive the following total compensation:

<u>Years of Completed Service</u>	<u>Pay</u>
six (6) completed:	two (2) months
ten (10) completed:	four (4) months
sixteen (16) completed:	six (6) months

6. A chart depicting the notification dates is contained in Appendix H.

E. Information to be provided to unit members

A unit member shall receive a legible copy of his/her Personnel Action Form (P-10) or its equivalent, showing the current terms of appointment contained in the payroll-personnel system at the time of appointment and as changes occur therein. The unit member shall also be promptly supplied with current information regarding:

1. A concise statement including general expectations for the unit member in the areas of teaching, research and public and University service consistent with Article 11, Workload;
2. Any special terms and conditions of employment;
3. The existing evaluation criteria and procedures applicable to the department, division or other appropriate unit;
4. The promotion, reappointment, tenure and continuing contract criteria and procedures applicable to the department, division or other appropriate unit;
5. Any department, division or other appropriate unit, college or campus mission statements; and
6. A copy of this Agreement.

F. Contract Status

1. Unit members shall be placed in one of the following categories:

- a. "Probationary Appointment" shall mean an appointment without tenure or continuing contract. A faculty member having a probationary appointment shall be reappointed or non-reappointed as provided for in this Article. Unit members who hold probationary appointments are eligible for tenure or continuing contract status.

Probationary appointees may be removed subject to the provisions of Article 17, Retrenchment and/or Article 16, Termination; or they may leave employment by resignation or retirement.

- b. "Tenured Appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 16, Termination, or Article 17, Retrenchment; or by resignation or retirement.
- c. "Continuing Contract" shall mean the right of a unit member to continued employment without removal except as provided for in Article 16, Termination, or Article 17, Retrenchment; or by resignation or retirement.
- d. "Soft-Money" appointments shall mean appointments which are the result of external funding from agencies, institutes or organizations over which the University has no financial control and which are so identified at the time of appointment. Unit members who hold a soft-money appointment may be eligible for tenure or continuing contract status. A unit member with tenure or continuing contract will not be considered to hold a soft-money appointment if the unit member's salary is temporarily funded by soft money.

A unit member who holds a "soft-money" appointment shall have no right, expectancy or interest in any reappointment beyond the length of the funding. The University may assume funding to retain a unit member in a soft-money position for an interim period of time not to exceed one (1) year. In this case the appointment will continue to be designated a soft-money appointment.

- e. Appointment in the category of "Lecturer" shall be in accordance with the provisions of Article 8, Section G of this Agreement.
- f. "Fixed Length Appointments" shall be appointments for a specified duration and shall not ordinarily exceed three (3) years. Fixed-length appointments may be used in situations such as: approved leaves, replacement of unit members serving in administrative positions, position vacancies, experimental programs, or unanticipated enrollments. Letters of appointment and position announcements shall give the specified duration of the fixed length appointment and state that the position is not eligible for reappointment. Fixed length appointments beyond three (3) years shall be with mutual agreement of the parties. A unit member who holds a fixed length appointment shall not be eligible for tenure or continuing contract status. A fixed length appointment will be given to any person who is not eligible for appointment in any of the preceding categories, who is appointed in a unit title on a full time basis for a single period of more than six (6)

consecutive months, or in the case of a renewal of a prior full time appointment in a unit title at the same campus of less than six (6) months, where the total period of continuous full-time service in the unit title will exceed six (6) months. Fixed length appointments will not be utilized to circumvent those provisions of Article 9 of this Agreement pertaining to consideration for tenure or continuing contract. Time spent at the University of Maine System in a fixed length appointment may be credited toward a required probationary period by mutual agreement. Other terms and conditions of employment shall be established by mutual agreement at the time of appointment to any subsequent position. The Association shall be provided with a list of unit members with fixed length appointments upon execution of this Agreement and shall be promptly notified of all renewals of fixed length appointments.

2. Explanatory Provisions:

a. Length of Probationary Period:

- (i) For those unit members eligible for tenure, the total period of full-time service prior to consideration for tenure will not exceed six (6) years. Probationary Faculty Members who have been approved for a probationary period extension as described in Article 9.B.3 will have the length of their probationary period adjusted accordingly.
- (ii) For those unit members eligible for continuing contract status, the total period of full-time service with CE rank prior to consideration for continuing contract status will not exceed six (6) years.
- (iii) For purposes of defining University service relative to sections D and F.2.a of this Article, any person hereinafter initially employed subsequent to November 30 of any academic or fiscal year, except as provided in Article 11, Section A.2, shall not receive service credit for that academic or fiscal year unless mutually agreed upon in writing at the time of the initial probationary appointment.

b. Assignment of Contract Status:

- (i) "Continuing Contract" as referred to in this Agreement shall be reserved for unit members employed by the University of Maine Cooperative Extension.
- (ii) All non-CE unit members who presently hold a continuing contract with the academic rank of Instructor or higher shall be treated for purposes of this Agreement in the same manner as unit members holding tenure.

c. Unit members who hold a "soft-money" appointment shall have priority consideration in any probationary openings in their department, division or other appropriate unit, for which they are qualified, provided however, that Equal Employment Opportunity and/or Affirmative Action procedures and/or policies appropriate and applicable to the probationary opening were followed by the department, division or other appropriate unit at the time of initial "soft-money" appointment. Time spent at the University of Maine System in a "soft-money" appointment may be credited toward the required probationary period.

G. Unit members who intend to resign or retire must provide written notice to the University no less than ninety (90) days prior to the date of resignation or retirement.

Article 8 – Academic Ranks

- A. There shall be the following academic ranks: 1. Lecturer, 2. Instructor, 3. Assistant Professor, 4. Associate Professor, 5. Professor.
- B. There shall be the following extension ranks: 1. Extension Instructor, 2. Assistant Extension Professor, 3. Associate Extension Professor, 4. Extension Professor.
- C. There shall be the following research ranks: 1. Assistant Research Professor, 2. Associate Research Professor, 3. Research Professor.
- D. There shall be the following clinical ranks: 1. Clinical Assistant Faculty, 2. Clinical Associate Faculty, 3. Clinical Senior Faculty.
- E. Unit members shall hold the ranks listed in Sections A through C of this Article except for those unit members who prior to January 1, 1985 did not hold such ranks. The criteria for and the utilization of academic ranks, extension

ranks, and research ranks shall be in conformity with existing Board of Trustees policy except as otherwise modified by or changed in accordance with this Agreement.

1. Persons holding special or research academic ranks shall not be eligible for tenure. Service in a special or research academic rank shall not count toward fulfillment of the probationary period for tenure, unless mutually agreed upon at the time of appointment to a probationary rank.
2. After six (6) years of service, non-reappointment of a unit member holding a "special" or "research" academic rank shall be for just cause. These positions may be discontinued for lack of funding.
3. Article 11, Section A and B of the collective bargaining agreement shall not be applicable to unit members holding "research" academic ranks. The work year for such unit members shall be a period specified by the University which shall not be changed arbitrarily.

F. Unit members with "soft-money" appointments shall hold academic, extension or research ranks in conformity with Article 7, Section F.1.d, Appointment, Reappointment and Non-Reappointment and Contract Status.

G. Use of the ranks "Lecturer" and "Instructor" shall be governed as follows:

1. Service in the rank of Lecturer shall not count toward fulfilling the probationary period for tenure.
2. Lecturers shall be appointed initially for a period not to exceed two (2) years.
3. Lecturers may be reappointed for periods not to exceed four (4) years.
4. After six (6) years of service, termination of employment shall be for just cause or discontinuance shall be for bona fide financial or program reasons.
5. Incumbent unit members holding the rank of "Lecturer" or "Instructor" as of August 15, 2010 shall not be impacted by the change made in 8 below. .
6. Procedure regarding reappointment and non-reappointment of unit members who are Lecturers shall be consistent with Article 7.C of this Agreement.
7. Unit members who hold ranks above the Instructor level shall not be redesignated Lecturer or Instructor under this section.
8. Persons appointed as Instructors on or after August 16, 2010 shall be designated tenure track and shall receive probationary appointments.
9. In the case of unit members who are coaches or otherwise involved in inter-collegiate athletics, any violation of policies or regulations governing or associated with inter-collegiate athletics may constitute just cause for termination.

H. Use of the Clinical ranks shall be governed as follows:

1. Clinical ranks shall be subject to the same terms of appointment as lecturers except as otherwise stated in this section. Clinical ranks shall not be eligible for tenure.
2. Clinical faculty shall be eligible for promotion and the procedures shall be the same as those contained in Article 9. The minimum amount for clinical faculty promotions is 3% based on the current salary at the effective date of the promotion. Clinical faculty are not eligible for longevity increases.
3. Clinical faculty shall be available for use in nursing and any other health related discipline such as dental hygiene, physical therapy, and audiology.
4. Clinical faculty shall not represent greater than 25% of the tenure stream faculty in that discipline system-wide without mutual agreement of the parties. Unanticipated Departmental needs and changes in tenure stream headcount (resignation, non-reappointment, retirement) shall not force a reduction in the number of clinical faculty.

I. Nothing in this Agreement shall be construed as conferring tenure status on any unit member.

Article 9 – Promotion and Tenure and Continuing Contract Procedures

- A. Promotion, tenure and continuing contract recommendations by the faculty of the department, division or other appropriate unit shall be in accord with the criteria established in Article 10, Evaluations, and consistent with the applicable sections of Article 8, Academic Ranks.
- B. 1. Unit members shall be considered for tenure or continuing contract in their sixth year of service unless they indicate in writing to the chairperson, dean or director their intent to resign at the end of their current appointment.
2. Unit members who wish to be considered for tenure or promotion shall submit requests in writing to the chairperson, dean or director as early as possible but by no later than September 15.
- 3 a. In instances of child birth, child rearing, adoption, or any FMLA related event which requires a full time absence from work for greater than 6 weeks, a probationary Faculty Member may, by written notification to the appropriate administrator, initiate a one (1) year extension of the probationary period. Such notification shall be submitted to the appropriate administrator and the Faculty Member's peer committee on or before the first day of the academic year in which the extension will apply. The academic administrator shall acknowledge receipt of the notification in writing.
- b. In instances involving other exceptional life circumstances, a probationary faculty member may request a one-year extension of the probationary period. Such requests will be submitted in writing to the appropriate academic administrator on or before the first day of the academic year for which the request is being made. The academic administrator will review the request and notify the faculty member in writing of approval or denial no later than September 15 of the academic year in which the request is received. A copy of the Faculty Member's notification of any approved extension will be sent to the Faculty Member's peer committee.
- c. The probationary Faculty Member may initiate an extension of the probationary period for a full year even if he/she has not taken a leave of absence. The probationary period may be extended more than once during the probationary period. The total of all extensions under 3.a and 3.b may not exceed two (2) years.
- d. Faculty members who receive an extension of the probationary period have the option of reverting to the original tenure timeline (or to revert to a one-year extension if there have been two years of extension). The faculty member wishing to revert to the original tenure timeline should inform his/her peer committee before submitting reappointment material in the spring prior to when they intend to apply for tenure. The faculty member should indicate his/her intention to revert to the original timeline (or to revert from two-years to one-year extension) in a memo to his/her peer committee chair with copies to the department chair. When the faculty member's promotion and tenure application is reviewed, it will not be considered an "early" application.
- C. 1. The department, division or other appropriate unit chairperson, or director or dean shall inform the appropriate peer committee that a unit member has applied or is eligible for consideration for tenure, continuing contract or promotion. Said committees shall be designated by the department, division or other appropriate unit and instructed by the University as to their responsibilities by September 25. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University.
2. Each University, in accordance to its appropriate governance procedures, shall provide a written description of persons who are eligible to serve on a peer review committee and the procedures whereby members of peer committees are appointed. This report shall be submitted no later than June 30, 2003.
3. In its consideration of the unit member for tenure, continuing contract or promotion, the peer committee shall:
- a. have access to the unit member's personnel file, as provided in Article 6, Personnel File, and
- b. provide the unit member, by written notice, with an opportunity to meet with and address the committee.
4. The peer committee shall forward its recommendation regarding tenure, continuing contract or promotion to the department, division or other appropriate unit chairperson or director or dean and the unit member by no later than November 10. Peer recommendations both majority and minority (if any) must be signed by all of the peer committee members participating in the recommendation. The names of all peer committee members must be listed and a tally of the vote including any abstentions must be recorded.

5. Within one week of receipt of the peer recommendation by the chairperson, director or dean, the unit member may prepare a written response to the recommendation. The response, if any, shall go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:
 - a. in extraordinary circumstances;
 - b. to correct factual errors in the material submitted;
 - c. to receive outside evaluations solicited during the review process which are received prior to the decision or recommendation by the chief administrative officer. In the event of receipt of such additional materials, the promotion, tenure or continuing contract consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved.

In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article and/or Article 7. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.
 - d. As provided for in paragraph 6 below.
6. Such committees and administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the promotion of and/or granting of tenure or continuing contract to the unit member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. Upon conclusion of the administrative levels of review and prior to review by the Chief Administrative Officer, the unit member shall have an opportunity to submit a response to these recommendations. The unit member shall be accorded five (5) working days from receipt of the penultimate level recommendation to submit his/her statement. The statement submitted by the unit member shall become part of the official material reviewed by the Chief Administrative Officer. The unit member shall not grieve a negative recommendation until formally notified of the decision by the chief administrative officer or Board of Trustees. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.
7. The chief administrative officer shall inform the unit member of his/her decision or recommendation when it is transmitted and no later than February 28.
8. The decision as to whether to promote or grant tenure or continuing contract to a unit member shall rest with the Board of Trustees, or where designated, the chief administrative officer.

Article 10 – Evaluations

A. Statement of Purpose:

The evaluation of professional activities in a public institution of higher education is essential to the improvement of professional performance and to provide the basis for personnel recommendations by the department, division or other appropriate unit.

B. Procedure for the Development of Evaluation Criteria:

1. Recognizing that the mission of the University is teaching, research and public service, each department, division or other appropriate unit shall in developing evaluation criteria include (but not be limited to) the following as appropriate, which are listed in alphabetical order:
 - a. Course and curricular development
 - b. Creative works in discipline
 - c. Departmental, college, campus and University assignments and service
 - d. Instruction
 - e. Professional activities
 - f. Public service in discipline
 - g. Publications and papers
 - h. Research
 - i. Scholarly writing
 - j. Student advising.

2. The parties agree that student input is essential in the improvement of instruction and shall be considered during evaluation. Further, student input is a meaningful part of evaluation. Consequently, Unit members shall conduct student evaluations in each course taught. A department, division or other appropriate unit may develop or revise a standard student evaluation form and procedure. Student evaluation forms and procedures shall be developed, revised and approved in accordance with paragraph B (3) of this Article, except that the Association shall develop a default student evaluation form and procedures for assessment of online and interactive television (ITV) courses. The form shall be administered in an online format. In developing the form and procedures, the Association shall solicit comments from and work with faculty, and shall submit the form and procedures for approval by the Vice Chancellor for Academic Affairs in accordance with the process outlined in paragraph B(3) of this Article. Said default form and procedures shall be used for online and ITV courses starting with the first semester beginning at least ninety (90) days after said approval, and thereafter, unless an alternative is developed for online courses by the department, division or other appropriate unit. The procedure for developing this default form shall not constitute a practice or precedent for any other process carried out by departments, divisions or other appropriate units. Student evaluations shall be part of a Unit member's personnel file as follows:
 - a. Student evaluation forms which contain a series of questions each of which is confined to a limited aspect of the unit member's teaching performance shall be included in the personnel file whether such forms include a rating scale consisting of a discrete number of points such as a numerical scale, or require a series of short narrative answers. When a summary of such student evaluations is prepared by the University, the summary may be placed in the personnel file in lieu of the individual evaluation forms provided the unit member has been given an opportunity to verify the summary. Such student evaluations or summaries, if unsigned, shall not constitute anonymous materials under Article 6, Personnel File.
 - b. Student evaluations shall only be conducted during the last two weeks of classes for a course unless by mutual agreement of the faculty member and administration. Under no circumstances shall evaluations be accepted after grades are reported.
 - c. Student evaluation forms which consist of a broad solicitation, without limit or direction, to evaluate the unit member's teaching performance, including such portions of student evaluation forms otherwise described in subparagraph a. above, shall be placed in the personnel file when signed by the student who has conducted the evaluation.
 - d. Unsolicited student commentaries regarding a unit member's teaching performance which are contained on the evaluation form may be included in the personnel file if signed by the student and, by mutual consent, may be included even if unsigned.
 - e. Student evaluations shall not be made available to unit members until final grades for the course evaluated are received by the registrar. The results shall be made available to the unit member as soon as they are obtained by the department or division.
 - f. The University shall make available to unit members as promptly as possible the student evaluation forms or summaries, as appropriate, provided the conditions specified in sub-paragraph d. above have also been met. Consideration of the reappointment of a unit member shall not be withheld or prejudiced by administrative delay in the secure return of student evaluation forms or summaries.
 - g. Individuals who review the results of student evaluations are cautioned not to place undue emphasis on any single measure of performance and to be sensitive to the limitations of the statistical analysis of ordinal data. When either fewer than 10 students respond or the response rate is less than 60% the following language shall appear on the response survey. "Care should be used in evaluating teaching effectiveness utilizing these results when fewer than 10 students respond or the response rate is less than 60% for an individual class."

The parties affirm that it is a mutual interest to increase student response rates and that those using the materials should be aware of and factor into their review when response rates are low.

 - h. UMS will develop training and/or resources regarding the proper use and interpretation of student evaluation data. Such training and resources will be reviewed with AFUM for input.
 - i. Teaching evaluation results are confidential until such time as they are officially placed in the personnel file. In no case shall any administrator or peer see any unattributed comments unless they have been placed in the personnel file and accessed appropriately.

Non-administrative staff responsible for organizing the results and breaking out of the signed and unsigned comments shall be trained on the confidential nature of the evaluations. These personnel shall not be students.

3. For the purpose of evaluating peers, the full-time faculty of each department, division or other appropriate unit shall develop evaluation criteria, select members, and designate appropriate peer review committee structures. A full-time faculty member shall have a peer review committee made up of full-time faculty.
 - a. Each department, division or other appropriate unit shall submit their evaluation forms, procedures and criteria to the department, division or other appropriate unit chairperson or director for transmittal to the chief administrative officer or his/her designee at least 45 days prior to May 1st of any given academic year. Recommended criteria for promotion to the rank of full professor shall contain information on when the revised criteria would apply to candidates for promotion to the rank of full professor. In no case shall a candidate for promotion to full professor have less than two years notice of a change in the criteria.
 - b. The chief administrative officer or his/her designee shall respond in writing (within 45 calendar days) to the department, division or other appropriate unit stating his/her approval or rejection of the relevant criteria.
 - c. If the chief administrative officer or his/her designee approves the evaluation criteria, he/she will see that it is duplicated and distributed to appropriate unit members and shall forward a copy to the Association president or his/her designee.
 - d. If the chief administrative officer or his/her designee rejects the evaluation criteria he/she shall submit in writing his/her specific objections and his/her recommendations to the department, division or other appropriate unit. The chief administrative officer or his/her designee shall then meet with the department, division or other appropriate unit to resolve the issues. If within twenty-one (21) calendar days the issues have not been resolved to the mutual satisfaction of both parties, they will be submitted to a panel consisting of three (3) unit members elected by the department, division or other appropriate unit and three (3) administrators appointed by the chief administrative officer or his/her designee. The findings of a majority of the panel shall be binding on both parties.
 - e. The evaluation criteria so developed shall be the sole criteria relating to professional performance used in personnel recommendations except as otherwise provided in this Agreement. The parties acknowledge that individuals evaluating performance in accordance with said criteria may differ in their conclusions based on academic judgment. Where institutional circumstances may prevent reappointment, promotion or tenure the requirements of Articles 7.B.2 and 17 shall be observed. Evaluation criteria and student evaluation forms and procedures which are approved pursuant to this Article shall remain in force until such time as revisions have been developed and approved pursuant to this Article. Approved revisions shall be effective as of the commencement of the next academic or fiscal year. Review of the evaluation criteria, forms and procedures by the department, division or other appropriate unit and submission for approval in accordance with the procedures described in this Article shall occur whenever such review is considered appropriate by the department, division or other appropriate unit or the chief administrative officer or his/her designee.
 - f. For unit members who are serving in probationary appointments at the time the standards and criteria for tenure are changed pursuant to 10A-E above the following shall apply:
 1. Individuals in the third year of probationary service may elect to be reviewed either under the newly established standards or those standards in place at the date of their initial appointment as a probationary faculty member.
 2. Individuals serving in the fourth year of probationary service and above shall be evaluated for tenure based upon the standards and criteria in place at the time of their initial probationary appointment.
 3. Individuals serving in the first or second year of probation shall be evaluated under the newly established standards for tenure.
 - g. Effective with the 2007-2008 academic year, to avoid confusion and misunderstanding, the standards and criteria for tenure to be employed during any review shall be stapled to the candidate's dossier and become part of the overall evaluation packet that moves through subsequent levels of review.

C. Evaluation Procedure:

1. Each department, division or other appropriate unit shall conduct annual evaluations of each unit member except: a) those unit members whose service will cease at the end of the current academic or fiscal year need not be evaluated; and b) any unit member having the rank of Professor with tenure and any unit member having the rank of Extension Educator with continuing contract shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. Any unit member having the rank of Associate Professor with tenure, any unit member having the rank of Associate Extension Educator with continuing contract and any Lecturer or Instructor with over six (6) years of continuous service in the same department, division or other appropriate unit shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. c) Evaluations shall be scheduled to insure that promotion, tenure, continuing contract status, and reappointment schedules and/or deadlines will be met. At the written request of an appropriate administrator, the peer committee shall determine whether to conduct peer evaluations on a more frequent basis than provided for above. Under normal circumstances, a faculty member will be evaluated only once during an academic year. In the event a second evaluation takes place within the same academic year, the faculty member may add items to their previous documentation.
2. The peer committee may request from the unit member supporting documents, or other information pertaining to the assignments of the unit member.
3. Upon request of the unit member, the chairman of the peer committee or the appropriate peer committee of each department, division or other appropriate unit, shall meet with each individual unit member being evaluated for frank discussions of that person's professional performance.
4. The peer committee shall prepare a written evaluation. For one (1) week prior to placing the evaluation in the unit member's official personnel file, the unit member shall have the opportunity to supply written comments which, if provided, will be attached to the peer committee's evaluation. All evaluation reports of the peer committee, both majority and minority (if any) must be signed by all of the members of the committee. The names of all peer committee members must be listed and any abstentions noted.
5. The evaluation, with response, if any, shall be placed in the unit member's personnel file by the custodian of the file.
6. Peer and administrative reviews of electronic courses, discussions, and files shall follow department, or unit protocols established for evaluating instruction. Archived materials may not be used for evaluating instruction except in accordance with established department, division, or unit procedures, or with the faculty member's consent. Archived material is information on course content that has been stored beyond the duration of the course.

D. Evaluation of Part-time Faculty:

1. Unit members will evaluate the qualifications and credentials of new part-time faculty upon hire. If this evaluation cannot be completed before the hire it must be done by the end of the part-time faculty member's first semester of employment.
 2. Unit members will evaluate part time faculty within appropriate discipline areas.
- E. A joint AFUM / UMS sub-committee shall be established dedicated to taking a comprehensive look at the current student evaluation instruments and their use within UMS. Until such time as any recommendations made by this committee are accepted by the parties, the current student evaluation system shall remain in place. The committee shall be composed of four (4) representatives from AFUM and four (4) representatives from UMS.

The committee's recommendations shall be due one (1) year from the execution date of this Agreement.

- F. A joint committee shall be formed to review issues concerning faculty not found satisfactory in Post Tenure Review.

Article 11 – Workload

- A. 1. The work year for unit members on fiscal year appointments, except for such unit members in the Department of Physical Education and Athletics at the University of Maine, shall be from July 1 through June 30 inclusive of annual leave and holidays as provided in Article 19, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.

2. The work year for unit members on fiscal year appointments in the Department of Physical Education and Athletics at the University of Maine shall be twelve (12) consecutive months inclusive of annual leave and holidays as provided in Article 19, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.

- B. The work year for unit members on academic year appointments shall be from September 1 through May 31. An exception to this may be made in the form of a letter of agreement for any year in which the academic year starts, on the first or second day of the month of September. The work year shall include a teaching workload of two semesters and other professional and University activities and responsibilities.

Student orientations are especially important university activities that are best accomplished with faculty participation. Because student orientations are crucial to attracting and retaining students, and because orientations necessarily occur before September 1, faculty are urged to plan on participating voluntarily in this important university activity.

- C. The work year for unit members on 10.5-month appointments shall be either from September 1 through July 15 or from July 15 through May 31. An exception to this may be made in the form of a letter of agreement for any year in which the academic year starts on the first or second day of the month of September. The work year shall include a teaching workload and other professional and University activities and responsibilities.

Student orientations are especially important university activities that are best accomplished with faculty participation. Because student orientations are crucial to attracting and retaining students, and because orientations necessarily occur before September 1, faculty are urged to plan on participating voluntarily in this important university activity.

- D. 1. The workload of unit members shall consist of teaching, research, University, and public service. The mix of teaching, research, University, and public service responsibilities varies among campuses, colleges, divisions, departments, and unit members. Teaching includes but is not limited to course design, evaluation, content, delivery and assessment of student learning.
2. The major basis for determining the composition of a unit member's workload shall be department, division or other appropriate unit responsibilities and needs, college needs, individual competencies and the past workload of an individual unit member.
 3. There shall be no unreasonable change in practices relating to the scheduling of class times during the term of this Agreement.
 - a. Individual workload assignments including ITV/distance shall be made by the department, division or other appropriate unit chairperson or director in consultation with the individual unit member and the department, division or other appropriate unit subject to the approval of the chief administrative officer or his or her designee and shall be reasonable. There shall be no unreasonable increase or decrease in an individual's total workload during the term of this Agreement.
 - b. If part of a unit member's normal teaching workload is canceled, every attempt shall be made to assign the unit member to another course he or she is prepared to teach. The department chair or other appropriate administrator shall consult with the unit member prior to the determining of a substitute assignment in the event of the cancellation of a previously scheduled in-load class. In so consulting, the appropriate administrator shall attempt to accommodate the unit member's preferences with respect to the substitute assignment.
 - c. If team teaching is approved by a Dean/appropriate academic administrator, the unit members and appropriate academic administrator will meet prior to the commencement of the course to resolve pay issues on a case by case basis, and/or to adjust unit members' workloads.
 - d. Unit members who are teaching full course loads who engage in properly pre-approved individualized instruction and/or independent study and/or directed study (hereinafter referred to as "independent study") shall be paid at least five percent (5%) of the appropriate overload rate per student for such work. Independent study is not intended to replace regularly scheduled classes or cancelled classes.

If the Administration and Faculty members agree to pay more for such work, the Union and University Human Resources Department shall be notified and approve of the terms of such agreements.

4. Unit members will not normally be required to teach at an outreach center without their consent. Consideration in assignments to outreach programs shall include such factors as terms contained in letters of appointment, academic program needs and financial considerations. The University shall exercise reasonable effort to assure equitable distribution of outreach assignments.
 5. Class assignments for unit members teaching at more than one (1) geographic location shall be scheduled in such a way as to allow adequate travel time between classes. Such class assignments will be made in a reasonable fashion to avoid repeated trips between geographic locations during a day. Unit members teaching at more than one (1) geographic location shall be provided access to a private meeting location (office, conference room, etc.) where they may meet with colleagues or students. Unit members will also be provided typical office support services (copiers, scanning devices, internet access, telephone, etc.). The private meeting location may be shared by multiple faculty.
 6. Unit members on academic year appointments who are granted released time from any portion of their regular teaching workload will be eligible for overload offerings only with the approval of the chief academic officer or that person's designee.
- E. Unit members shall be entitled to at least ten (10) hours off time between the completion of assigned work on one day and the commencement of assigned work on the subsequent day. If a unit member's assigned work goes beyond ten p.m., the unit member shall not be required to perform assigned work earlier than ten a.m. the following day.
- F. Upon reasonable request, the University shall supply necessary data regarding unit members' workloads to the Association for use in such studies of workload which the Association may conduct.
- G. Any course which bears credits that apply to a degree shall be located within a division, department or other appropriate academic unit. In no case shall the division, department or other appropriate academic unit have less than one unit member assigned to it.

H. Voluntary Workload Adjustment

The University and AFUM recognize the importance of encouraging and supporting faculty service and research along with meeting student needs during the academic year and summer term and agree to a 4 year pilot.

On a voluntary basis and with the approval of the department head and/or Dean, a faculty member may be allowed to substitute a summer teaching assignment(s) for a fall or spring teaching obligation. Such adjustment will only apply to teaching workload and is not to be used in the event a regularly scheduled class is canceled.

Application from faculty proposing to shift teaching workload will be submitted to unit member faculty / peer committee in the appropriate department, division, or other appropriate academic unit for recommendation prior to February 10 for shifting a class out of the following Fall and October 1 for classes shifting out of the following spring. Department, division, or other appropriate academic unit's recommendations will be provided to the appropriate academic administrator for review and action.

This exchange will be considered as in-load and will not be eligible for extra compensation (overload or additional base salary adjustment).

If a summer course is scheduled based on mutual agreement but is subsequently canceled for low enrollment the University may reassign the faculty member to another, available course for which they are qualified to teach or alternate assignment during the same academic term so long as 2 weeks' notice is provided. Should such reassignment not be available the faculty member will be considered as having met their obligation and there will be no carry-over of this adjusted workload into the academic year or other summer sessions.

Such voluntary changes are understood to be in the best interests of the University and the faculty member, and therefore, annual records and merit and other evaluations will be adapted to take into account such flexible scheduling.

I. Early College

- 1) The faculty role in the oversight of early college programs shall include, but is not limited to:
 - approval, supervision, and oversight of all co-operating teachers,

- course content and curricular matters
- evaluation of co-operating teachers,
- assessment methodology for early college students, including necessary grading oversight/post audits
- site visit(s) – mileage will be paid per the provisions of Article 23
- discipline specific input into and participation in professional development to further enhance course content and delivery knowledge of co-operating teachers
- education of co-operating teachers on program policies, procedures and any necessary oversight to check for compliance.

The degree to which any of these or other necessary responsibilities and oversight occur are largely dependent on the faculty department, division, or other appropriate academic unit and academic administration goals and objectives. As such these may necessarily vary by co-operating teacher and academic program.

AFUM unit faculty shall have the right of first refusal to early college assignments. AFUM unit faculty will supervise and provide oversight to any non-unit faculty providing early college supervision. Departments will recommend those faculty to be involved in early college and the number of supervisions. Such recommendations shall be provided to the chief administrative officer who may either approve or modify the recommendation for a compelling reason(s).

- 2) Consistent with the need to have qualified and appropriately credentialed individuals teaching early college courses, the faculty, consisting of AFUM unit members, in the appropriate department, division, or other appropriate academic unit shall follow the provisions of Article 7 in the review and selection of EC co-operating instructors.

Typically, the review and selection of co-operating teachers will take place prior to the end of the UMS semester preceding the start of the UMS semester they are scheduled to teach (end of fall for spring, end of spring for fall). Each Department, Division, or other appropriate academic unit shall develop the process to be used in the event of a review outside of the typical timeframe. Should review outside of the typical timeframe become more routine, the University will work with the cooperating school to reinforce the timely selection of co-operating teachers.

Faculty who perform supervision of EC course(s), excluding review and approval of co-operating instructors or participation in occasional education of co-operating teachers, shall be provided a stipend for such work. Typically faculty will not be assigned greater than 6 early college sections with a maximum of 30 students per section for supervision each year. Any assignment for early college work will be reviewed and approved by the appropriate campus academic administrator prior to performing any such duties. The minimum stipend shall be ½ credit hour at the assistant professor overload rate (currently \$587) per EC course. With mutual agreement of the faculty member and appropriate academic administrator course release may be granted instead of a stipend for early college program work.

UMS recognizes the potential workload impact in the appropriate academic unit in providing supervision to non-unit members engaged in early college oversight/supervision. If such workload becomes unreasonable UMS and AFUM will meet to negotiate over the impact.

Article 12 – Distance Education

- A. Unit members will not be required to teach in ITV programs except when consistent with terms contained in letters of appointment. Videotapes of ITV program offerings shall conform to use policies established by the unit member and shall not be routinely kept by the University except for examination review, for make-up of student absences or for the unit member's self-study purposes. Videotapes shall not be used for evaluation purposes except where permitted by department or division evaluation procedure. Scheduling of ITV obligations shall conform with the other provisions of this Article. The University agrees not to retransmit by electronic means the work product of a unit member without the written consent of the unit member or his/her authorized representative and with any additional compensation as determined by mutual agreement. The use of videotapes

as an ADA accommodation will be determined by the campus ADA officer in consultation with the faculty member.

- B. Compensation for distance education courses identified in Appendix F as Regular ITFS, Enhanced ITFS and TV Plus shall use the following formula for a three credit course:

For courses with fewer than 20 students	3 credits
For courses with at least 20 but fewer than 30 students	4 credits
For courses with at least 30 but fewer than 40 students	5 credits
For courses with at least 40 but fewer than 50 students	6 credits
For courses with 50 or more students	6 credits + faculty assistance

The credit hours are minimum rates for compensation which do not preclude additional payment for courses which are deemed writing intensive or for innovative work which benefits the campus and/or the System. The credit hours shall be determined by the enrollment at the start of the third full week of classes. This schedule becomes effective when the enrollment at receiving sites exceeds 5 students.

- C. The minimum preparation fee for a new course shall not be less than \$500. This minimum does not preclude a higher preparation fee where deemed appropriate. Major revision preparation fees shall be determined after evaluation of the written application.
- D. In exploring options for compensation of unit members for teaching web-based courses and emerging technologies, the parties shall be guided by the finding of the Teaching Through Technology Task Force.

Article 13 – Responsibilities of Department, Division or Other Appropriate Units and Chairpersons

- A. The parties recognize that chairpersons have both administrative and collegial functions and that unit members have legitimate concern in the selection, retention and performance of individuals serving as chairpersons.
- B. Chairpersons at the following campuses shall be unit members: UMFK, UMM, USM.
- C. Chairpersons at the following campuses shall not be unit members: UMA, UM, UMPI, UMF.*

The nomination and selection of non-unit chairpersons shall be in accordance with current governance policy in effect at the appropriate campus. Governance policies which are in effect at the time of execution of this Agreement are attached (Appendix D). Although revisions to such policies may occur during the term of this Agreement in accordance with appropriate governance procedures, such revisions shall recognize the legitimate concerns of unit members described in Section A above. Any changes in governance policies pertaining to the nomination and selection of non-unit chairpersons shall be promptly forwarded to the Association.

- D. In the case of unit chairpersons, the department, division or other appropriate unit shall recommend to the chief administrative officer or his/her designee a candidate whenever an opening for chairperson arises.
1. If the opening is to be filled from outside the department, division or other appropriate unit, Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, will be followed. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final. Prior to rejecting any department, division or other appropriate unit recommendation, the chief administrative officer or his/her designee(s) will meet with the department or division faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.
- E. The position of chairperson may be filled on a temporary (acting) basis at the discretion of the chief administrative officer or his/her designee for a period not to initially exceed one (1) year. The position may continue to be filled on a temporary (acting) basis for up to one (1) additional year if a chairperson has not been timely appointed on a regular basis within the initial year, or if such action is in accord with a recommendation of the department, division, or other appropriate unit.
- F. 1. Workload reduction and additional compensation for unit chairpersons shall be based on the number of full-time equivalent faculty in the department inclusive of the chairperson. In the calculation of full-time equivalent faculty, full-time regular faculty shall each count as one (1) full-time equivalent, and each twelve (12) credit

hours taught by part-time and temporary faculty shall count as one (1) full-time equivalent. For any year, this calculation shall be based on an average of the number of full-time equivalent faculty in the department in each of the two (2) semesters in the preceding academic year. Unit chairpersons shall receive no less than the following workload reduction and additional compensation:

Size	Reduced Load	Stipend per Year - As of:	
		FY2020 7.1.19 - 12.31.19	FY2020 1.1.20 - 6.30.20
Fewer than 11	1 course or 25%	2,182	2,198
At least 11 but fewer than 16	1 course or 25%	2,838	2,859
16 +	1 course or 25%	3,584	3,611

Size	Reduced Load	Stipend per Year - As of:	
		FY2021 7.1.20 - 12.31.20	FY2021 1.1.21 - 6.30.21
Fewer than 11	1 course or 25%	2,247	2,264
At least 11 but fewer than 16	1 course or 25%	2,923	2,945
16 +	1 course or 25%	3,692	3,720

Following consultation with the chairperson if it is the opinion of the campus administration that the chairperson cannot accept a reduced workload, reimbursement shall be at the appropriate overload rate.

2. When the University requests unit chairpersons with academic year appointments to perform occasional but substantial services during the period from June 1 to August 31, and such unit chairpersons accept assignment to such duties, they shall be compensated by payment of an additional 50% of the appropriate annual stipend which is set forth in Section F.1 of this Article.
- G. The departments, divisions or other appropriate units shall retain their traditional input into academic policy and standards consistent with the overall purposes of the University and the written policies of the Board of Trustees. Departments, divisions or other appropriate units shall establish appropriate committees to carry out their responsibilities pursuant to this Agreement.
- * The parties reaffirm for the life of this agreement the currently existing Memorandum of Understanding wherein department chairs at UMPI are considered members of the unit.

Article 14 – Checkoff and Maintenance of Membership

- A. Unit members shall elect one of the following options within sixty (60) days of initial employment in the bargaining unit or execution of this Agreement, whichever is later: 1) membership in the Association; 2) payment of a Representation Fee; or, 3) payment to an education fund.
- B. For purposes of this Article, “Representation Fee” is the costs associated with the negotiation and continued administration of this Agreement and the legal requirement that the Association represent all bargaining unit members. During the term of this Agreement, the Representation Fee shall be assessed monthly at an amount specified by the Association as set forth in Section E below.
- C. Unit members who elect the education fund option shall during the term of this Agreement be assessed monthly at the rate of one-twelfth (1/12) of the annual membership dues.
- D. Unit members who are members of the Association as of the date of ratification of this Agreement, or who, thereafter, during its term, become members of the Association, shall maintain their membership in the Association for the term of this Agreement; provided, however, that any such unit member may resign from membership in the Association during the period from August 15 to September 15 of a given year. Unit members who resign from membership in the Association are required to select an alternative option from Section A above upon the effective date of their resignation. If a unit member resigns and does not select an alternative option, upon notification from the Association, the University shall deduct the monthly Representation Fee in accordance with F below.
- E. The University agrees to deduct in monthly installments the dues of the Association, the Representation Fee or the education fund contribution from the pay of those unit members who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The University shall remit

monthly the aggregate deductions, together with an itemized statement containing the names of the unit members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the 15th of each month following the month in which such deductions have been made.

- F. The Association has demonstrated, based upon actual payroll records, that two-thirds (2/3) of the unit members voluntarily economically support the Association either through the payment of a membership fee or voluntary payment of the Representation Fee. Therefore, during the term of this Agreement the University agrees to deduct a monthly Representation Fee from the pay of all unit members hired on or after August 16, 2010 who have not signed an authorization for the University to deduct monthly installments for one of the options specified in Section A of this Agreement and also have not made arrangements to pay regular dues, representation fees or contributions to the education fund to the Association directly, unless the unit member is a religious objector as provided under Section G. The Association shall advise the University as to the names of such unit members who have not either authorized payroll deductions, made arrangements for direct payments, or qualified for religious objector status. Automatic deductions for those unit members as described in this paragraph will begin in the pay period following the month during which the Association has notified the University as required by this section.
- G. Any unit member covered hereby who maintains that she/he holds a sincere and bona fide religious belief that conflicts with an obligation to financially support the Association, public employee organizations or labor organizations in general may seek religious objector status by petitioning the Association. Any such unit member who is found by the Association to hold a sincere and bona fide religious belief that conflicts with an obligation to financially support the Association, public employee organizations or labor organizations in general, shall have the right to refuse to pay the Representation Fee only so long as the unit member makes contributions at least equal in amount to the Representation Fee to a non-religious charitable organization mutually agreed upon by the unit member so refusing and the Association, within ten (10) days after each payday. The Association shall not unreasonably deny the choice of such non-religious charitable organization suggested by the unit member. An administrative or legal challenge to a denial of a petition for religious objector status may be filed by the unit member against the Association in an appropriate forum and shall not be subject to grievance arbitration under this Agreement.

Should a unit member have a pending written request for religious objector status or a pending administrative or legal challenge regarding their religious objector status, the University will continue to deduct the Representation Fee from the unit member's pay until the request is granted or the challenge is resolved, and that amount will be placed by the Association in an interest-bearing escrow account pending resolution of such dispute or request. If, as a result, the unit member is granted religious objector status then the Association will pay the amount held in escrow to the unit member. The Association shall pay for any maintenance fees associated with such escrow accounts. The University shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts. If a unit member is granted religious objector status, the Association will notify the University of the unit member's religious objector status and the University will cease automatic Representation Fee deductions.

It shall be the sole responsibility of the Association to verify contributions made in lieu of Representation Fees pursuant to this Section G of this Article. It shall be the sole obligation of the Association to certify to the University the name of any unit member who has failed to make timely contributions as a religious objector and has, thus, forfeited religious objector status. Once the Association has certified the unit member's name to the University, the University will commence and continue to automatically deduct the Representation Fee from the unit member's pay as provided in Section F of this Article.

- H. It shall be the sole responsibility of the Association to verify payments or contributions made directly to the Association pursuant to Section A of this Article. It shall be the sole obligation of the Association to advise the University, as set forth in Section F above, as to the name of any unit member who has failed to make timely payments or contributions directly to the Association and has, thus, forfeited direct payment status. Once the Association has provided a unit member's name to the University, the University will commence and continue to automatically deduct the Representation Fee from the unit member's pay as provided in Section F of this Article.

Any administrative or legal challenge regarding payments or contributions made or not made directly to the Association by a unit member may be filed by the unit member against the Association in an appropriate forum and shall not be subject to grievance arbitration under this Agreement.

Should a unit member have a pending dispute with the Association regarding direct pay status or a pending administrative or legal challenge regarding his or her payments or contributions payable directly to the Association,

the University will continue to deduct the Representation Fee from the unit member's pay until the dispute or legal challenge is resolved, and that amount will be placed by the Association in an interest-bearing escrow account pending resolution of such dispute or challenge. If, as a result, the unit member is granted direct pay status then the Association will pay the amount held in escrow to the unit member. The Association shall pay for any maintenance fees associated with such escrow accounts. The University shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts. If a unit member is granted direct pay status, the Association will notify the University of the unit member's direct pay status and the University will cease automatic Representation Fee deductions. It will be the Association's obligation to work out a direct payment or contribution plan with the unit member.

- I. The University shall not be responsible for making any deduction for dues, fees or education fund contributions if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions or from worker's compensation benefits. In such event, it will be the responsibility of the Association to collect the dues or fees for that pay period directly from the unit member.
- J. The University shall be entitled to designate at least one (1) representative to participate in the administration of the education fund.
- K. The University's responsibility for deducting fees from a unit member's salary specified in Section A of this Article shall terminate automatically upon either: 1) cessation of the authorizing unit member's employment, or 2) the transfer or promotion of the authorizing unit member out of the bargaining unit.
- L. The University shall deduct any authorized amount as certified by the Association in accordance with section D, E or F above. Failure of a unit member to meet the obligation set forth in Section A shall not result in termination or non-reappointment of a unit member.
- M. The Association and the University shall develop appropriate forms to authorize payment of the representation fees and education fund contributions.
- N. The University shall inform all unit members in writing of their obligation to make an election as specified in section A above. Such notice shall be given to individuals in writing in the initial letter of appointment.
- O. The University agrees to mail to all newly appointed faculty at the start of the academic year a letter provided by AFUM concerning membership in the Association along with such membership forms as AFUM desires to enclose. This letter may also reference the AFUM website for those new faculty who may wish to complete the form electronically.
- P. The Association agrees that it shall indemnify, defend, reimburse, and hold the University harmless (collectively, "Indemnification") against any claim, demand, suit, cost, expense, damages or any other form of liability, including attorney's fees, costs or other liability arising from or incurred as a result of any act taken or not taken by the University, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the University by the Association pursuant to this Article; and including but not limited to any charge that the University failed to discharge any duty owed to its employees arising out of the Representation Fee deduction. The Association will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the University under this Article. In such litigation, the University shall have no obligation to defend its act taken or not taken.
- Q. Should any Court or other authority find the indemnity clause in Section P above void or unenforceable, Article 14 of the parties' July 1, 2007-December 31, 2009 collective bargaining Agreement shall apply in place of this Article.

Article 15 – Grievance Procedures

The Association and the University agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement. However, in the event such a complaint arises between the University and the Association which cannot be settled informally, a grievance procedure is described herein. Pursuant to this procedure, it is the intent of both the Association and the University that grievances shall be handled in a timely manner and that neither party shall delay procedures unnecessarily.

A. Definitions:

1. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the University and a unit member, a group of unit members, or the Association with respect to the interpretation or application of a specific term of this Agreement.
2. A "grievant" is the unit member, group of unit members or Association making the complaint.
3. "Days" shall mean all days exclusive of Saturdays, Sundays and officially recognized University holidays, as described in Article 19, Leaves.

B. Informal Procedure:

A complaint may be presented informally to the administrator whose decision or action is being contested. The thirty (30) day timeline outlined below in C will be considered paused while the parties are participating in the informal process. At any point during the informal process either party may request an end to the informal process and AFUM may choose to proceed with the formal procedure.

C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussions the grievant, within thirty (30) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the administrator whose action or decision is being contested the written signed grievance form (Appendix A). The administrator shall respond in writing within twenty (20) days of receipt of the grievance.

Step 2: If satisfactory resolution is not achieved in Step 1, the grievant, within twenty (20) days of receipt of an answer, or of the date the answer is due if no answer is provided, shall forward the grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation, to the next

appropriate level of administration. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. This step of the grievance procedure shall be applicable only at the following campuses: UMF, UM, UMPI, USM.

Step 3: In the event satisfactory resolution is not achieved in Step 2, the grievant, within twenty (20) days of the receipt of an answer or of the date the answer is due if no answer is provided, shall forward the grievance form and written statement(s) why the resolution is not satisfactory, and any other documentation, to the chief administrative officer of his/her designee. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. If a grievance affects unit members in more than one department, division or other appropriate unit on a campus, the Association, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the chief administrative officer or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 4: In the event satisfactory resolution has not been achieved in Steps 1 through 3, the Association, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, may forward to the Chancellor or his or her designee the written grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation. The Chancellor or his or her designee shall answer in writing within twenty (20) days of receipt of the grievance. If the grievance affects unit members on more than one campus, the Association, within twenty (20) days following the action or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the Chancellor or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 5: a) In the event a grievance is not satisfactorily resolved at Step 4 of the grievance procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 4 answer or the date such answer is due, if no answer is provided. The parties shall meet within twenty (20) days

to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator within ten (10) days of the initial meeting, or if the twenty (20) day period lapses without a meeting being scheduled, the grievance shall be referred by either party within twenty (20) days to the Federal Mediation and Conciliation Service for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association. Should the grievant elect representation in arbitration by counsel of his or her choosing, said counsel will assume full responsibility of selecting an arbitrator pursuant to the provision of this paragraph. The arbitrator shall not waive timelines or excuse counsel in instances where counsel fails to adhere to the specified timelines as related to the selection of the arbitrator. The Association will provide written notification to the Chancellor or the Chancellor's designee that the grievant's counsel will assume the responsibility of selecting an arbitrator and will also represent the grievant in arbitration.

Expedited Arbitration:

The University and the Association shall decide on a case-by-case basis whether expedited arbitration proceedings shall be utilized for any particular grievance. In those cases where both parties agree in writing to expedite arbitration, the following procedure shall be used:

The parties shall agree within sixty (60) days following the execution date of the Agreement on a panel of not fewer than seven (7) arbitrators who are members of the National Academy of Arbitrators. The panel members shall be placed in alphabetical order and shall be selected by rotation from top to bottom of the list of panel members. The arbitrators shall agree to hear a case in not less than ten (10) days and not more than twenty (20) days. If an arbitrator is not able to hear the case within the established time, the next arbitrator on the list shall be selected. The arbitration shall take place at a time and location agreed on by the parties. The arbitration shall be conducted in accordance with the following procedures:

- a. The hearing shall be informal
- b. Formal rules of evidence shall not apply
- c. There shall be no transcripts or post-hearing briefs
- d. The arbitrator shall notify the parties of his or her decision within seventy-two (72) hours after the close of the hearing.
- e. The decision of the arbitrator shall be based on the record before the arbitrator and shall include a written explanation of the arbitrator's decision. The arbitrator may issue his or her written explanation after the time of the decision, but in no case longer than seven (7) calendar days from the date the arbitrator gives notice of his or her decision.
- f. The decision shall be final and binding
- g. If the parties mutually agree, the arbitrator may be asked for a bench decision:
 - a) The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.
 - b) The arbitrator shall have no authority to substitute his or her judgment for the academic judgment exercised by the chief administrative officer or designee(s) or the Board of Trustees or their designee(s).
 - c) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the University, the Association and any and all affected members.
 - d) An arbitrator may award lost University compensation where appropriate to remedy a violation of this Agreement, but the arbitrator may not award other monetary damages or penalties.
 - e) The arbitrator may award an appropriate remedy when a violation of the Agreement has been determined. In no case shall the arbitrator award tenure as a remedy nor shall an arbitrator's decision awarding employment beyond the sixth year of employment entitle the unit member to tenure. The arbitrator in a case involving the denial of tenure may direct a remand to the Board of Trustees and may include a recommendation regarding the tenure status of the unit member.

- f) If a unit member is reappointed at the direction of an arbitrator, the chief administrative officer shall consult with the unit member and assign the person during the period of appointment to a mutually agreed upon assignment which may be the former position or a substantially equivalent one.

D. Duplicate Proceedings:

1. The Association and the University agree that this grievance procedure is the best forum for resolving issues of alleged contract violations. Consequently, the Association and the University will encourage any employee alleging a violation of the non-discrimination article to seek relief through this process. Notwithstanding the above sentence, employees may have rights to pursue claims or complaints through outside agencies, including the Office of Civil Rights and the Maine Human Rights Commission. If a complaint is filed with such an outside agency, any internal grievance that is filed or pending will be processed in accordance with the terms of this Article.
2. In the event a claim is filed with an outside agency such as those referenced above or filed through the University's equal opportunity complaint procedure, the University and Association may jointly agree to an extension of the deadline for a grievance response. All such extensions shall be to a specified date and shall be documented in writing.

E. Rights and Responsibilities of the Grievant, University and Association:

1. No reprisals shall be taken by either the grievant, Association, or the University against any participant in the grievance procedure by reason of such participation.
2. A unit member may be represented at any level of the grievance procedure by an Association member, or professional staff or counsel of the Maine Education Association.
3. When a unit member is not represented by the Association, the Association shall have the right and a reasonable opportunity to be present at all stages of the formal procedure and to state its views.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the unit members.
5. The forms which must be used for filing a grievance (Appendix A), and any subsequent review (Appendix B) shall be prepared by the University and supplied to unit members and the Association.
6. In all grievances at Steps 3 and 4, the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Association representatives involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
7. In the event that a grievance is not timely answered by the University at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
8. The costs of arbitration will be borne equally by the University and the Association. Such shared costs shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
9. The University shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives. If the Association requests material relevant to a grievance that did not accompany the grievance, the University will make a reasonable effort to provide relevant material that is in its possession unless provision of such material is deemed by the University to be violative of its responsibility under 1 MRSA 401-410.
10. No complaint informally resolved or grievance resolved at Steps 1, 2, 3 or 4 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the Association.
11. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate University administrator at any step of the grievance procedure except that the time limits for the initial filing of a grievance may be extended only by agreement between the Chancellor or designee and the Association. Any mutual agreement shall be confirmed in writing as soon as practicable.

12. Acts or omissions which occurred prior to the execution of this Agreement shall not constitute evidence of a violation of any term of this Agreement.
13. Grievances will be scheduled for arbitration in the order in which the University receives from the Association notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.

Article 16 – Termination

Definitions:

- A.
 1. "Termination" shall mean the removal from employment of a unit member with an appointment of definite duration during the term of the appointment, or a unit member with a tenured appointment or continuing contract at any time.
 2. "Suspension" shall mean the temporary removal of a unit member from the performance of duties.
 3. "Discipline" shall mean such things as withholding of pay, reprimands, reduction in rank or unusual limitations on access to University facilities or services.
- B. No unit member shall be terminated, suspended or disciplined without just cause.
- C.
 1. A unit member with tenure, continuing contract or Lecturers with more than six (6) years of service shall receive notice of termination from the chief administrative officer on a campus at least six (6) months in advance of the effective date of said termination. A unit member without tenure, continuing contract or Lecturers with six (6) years of service or less shall receive notice of termination from the chief administrative officer on a campus at least three (3) months in advance of the effective date of said termination.
 2. The chief administrative officer of a campus may immediately suspend a unit member where there is evidence that the unit member's presence imminently threatens individuals or the operations of the University. Such suspension of a unit member shall be with pay.
 3. Suspension prior to termination may be used when a unit member has voluntarily or involuntarily abandoned his or her position. Such suspension may be without pay.
- D. A unit member who is terminated, suspended or disciplined shall be given written notice of the action taken and the reasons therefore. The chief administrative officer shall notify the Chancellor and the Association of any termination or suspension.
- E.
 1. The chief administrative officer of a campus may move to terminate a unit member without advance notice when the unit member's action, behavior, or conduct is so egregious as to warrant immediate dismissal. Termination without notice shall mean that the termination is immediate and that the unit member's pay ceases with the termination.
 2. To terminate a unit member without notice, the chief administrative officer must present his/her request for termination to a faculty review committee. The review committee shall consist of five tenured faculty members, selected by lottery, from the unit member's campus.
 3. The faculty review committee shall conduct a hearing and render a decision within 14 calendar days of the chief administrative officer's request for a review. The burden of proof for termination without notice lies with the chief administrative officer of the campus. The unit member and/or his/her representative shall have the opportunity to present arguments why termination without notice should be denied.
 4. Four of the five faculty on the review committee must concur with the chief administrative officer's request in order for the termination to be immediate and without further pay.
 5. The chief administrative officer shall not implement any termination without notice until the faculty review committee has completed its review or if the committee fails to consider the matter within the timeline specified above.
- F. Any termination of a unit member pursuant to this Article shall have priority scheduling at Step 5 of the grievance procedure.

- G. Should the University elect to appeal an arbitrator's reinstatement of a unit member whose employment has been terminated or suspended without pay, the reinstated individual shall be paid his or her last salary amount, during the period of the appeal commencing within 30 days of the receipt of the award. The reinstated employee shall also be eligible for health insurance in accordance with Article 21.
- H. The University shall, to the extent possible, raise issues informally with unit members first with the intent of resolving as many issues as possible. The University maintains the right to move to Fact Finding whenever necessary. The administrator making the discipline decision shall participate in the fact finding. When the University decides, at its discretion, that a formal investigation or fact-finding is required, it may move forward and this decision is not grievable.

Unless suspension is invoked under Article 16 of this contract, under no circumstances shall a member be barred from campus or prevented from doing their work or meeting their classes except as provided for in D.

The President (not a designee) may remove a member from teaching when there is credible evidence in the charge(s) that students, staff or other faculty are at risk if the member continues to teach. The President (not a designee) shall list the charges and evidence as well as include a rationale as to why the charges/evidence reach the level of removing a faculty member from teaching. The President (not a designee) shall meet with the member and AFUM representative within 8 calendar days for an informal discussion. The member may choose not to attend without prejudice. Failure of the University to offer the meeting shall end the removal from teaching.

Under no circumstances, except suspension under Article 16, shall a member be barred from participating in peer committee or other professional responsibilities.

Article 17 – Retrenchment

- A. "Retrenchment" shall mean the discontinuance of a unit member with a tenured appointment or continuing contract from a position at any time or a probationary or fixed length appointment before the end of the specified term for bona fide financial or program reasons including temporary or permanent program suspension or elimination.
- B.
 1. For retrenchment within designated units, there shall be the following retrenchment categories:
 - a. less than one (1) year of employment
 - b. one (1) to three (3) years of employment
 - c. four (4) to six (6) years of employment
 - d. seven (7) to ten (10) years of employment
 - e. eleven (11) to fifteen (15) years of employment
 - f. sixteen (16) to twenty-one (21) years of employment
 - g. more than twenty-one (21) years of employment
 2. No tenured unit member shall be retrenched if there are non-tenured unit members in the retrenchment unit.
 3. No unit member with a continuing contract shall be retrenched if there are unit members without a continuing contract in the retrenchment unit.
 4. Where unit members are equally qualified under 1 through 3 above, unit members will be retained whose qualifications are most essential to the mission and purpose of the retrenched unit.
 5. The above order of retrenchment shall be applied in such a way as to minimize any adverse effect on affirmative action employment programs.
- C. Unit members to be retrenched shall be informed as soon as possible, with a copy of the notice to the Association. Unit members shall receive the applicable notice period provided for in Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, except for unit members with tenured or continuing contract appointments shall receive at least one and one-half (1 1/2) years notice of retrenchment, as described in Section D of this Article and be notified of the decision to retrench the faculty member's position no later than October 31 or March 31 of the semester in which notice or retrenchment is given.
- D. Unit members with tenured or continuing contract appointments shall fulfill their professional responsibilities for the remainder of the semester in which they are given notice, and shall thereafter receive one and one-half (1 1/2)

years of total compensation. During this one and one-half (1 1/2) year period, such unit members shall have no further professional obligations to the University unless appropriate alternate or equivalent employment at the retrenched unit member's campus, with the expectation of continuance beyond eighteen (18) months, is made available to the unit member in accordance with Section E of this Article. In such event, the salary received from the alternate or equivalent employment will be supplemented as necessary by a stipend so that no reduction in salary will be suffered during the one and one-half (1 1/2) year period. If such employment is offered and refused, the obligation to continue compensation for eighteen (18) months shall be limited to the difference between the salary for the position offered and the salary for the position from which the unit member was retrenched.

- E. At the time of notice of retrenchment, the University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for retrenched unit members. A retrenched unit member shall have a priority right to alternate or equivalent positions within the bargaining unit for which he/she is qualified.
- F.
 1. For two (2) years following the effective date of retrenchment, a unit member who has been retrenched, who indicates a desire to be placed on a recall list, and who is not otherwise employed in a full-time University position, shall be offered re-employment in the same position at the campus at which previously employed at the time of retrenchment should an opportunity for such re-employment arise. A unit member who held a tenured or continuing contract appointment on the date of termination by reason of retrenchment shall resume the tenured or continuing contract appointment upon recall. The unit member shall receive the same salary which was received at the time of retrenchment plus any non-discretionary increases in salary or benefits received by faculty.
 2. All persons on the recall list shall regularly be sent University position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of the unit member's current address.
 3. Should a vacancy occur at another campus within the University, unit members on the recall list shall be considered prior to the general public advertisement of the position.
 4. Any offer of appropriate re-employment pursuant to this section must be accepted within thirty (30) days after the date of the offer. In the event any offer of re-employment is not accepted, the unit member shall receive no further consideration pursuant to this Article.
- G. For the purposes of this Article, a retrenched unit member shall have been considered to have been laid off.
- H. In the event that retrenchment has taken place, no equivalent program will be developed at any campus for a period of three years unless the affected faculty have the right to relocate with the program.
- I. The provisions of this Article shall not apply to unit members with fixed length or "soft money" appointments.
- J. When a retrenchment is ordered, the University shall make available to the Association relevant information upon request.
- K. In the event of retrenchment, the Association shall proceed directly to Step 3 of Article 15, Grievance Procedure.

Article 18 – Position Elimination

Prior to the elimination of a position held by a unit member in his or her probationary period, the chief administrative officer or his/her designee shall meet with the department, division or other appropriate unit and the affected unit member to explain the reasons for the elimination.

The impact of the elimination of a position is grievable; however, the reasons given as provided for above shall not constitute the basis for a grievance.

Article 19 – Leaves

A. PROFESSIONAL TRAVEL

Unit members may with the approval of the non-unit chairperson and/or dean, attend professional meetings or conferences. With the approval of the chairperson and dean, the unit member's expenses, or a portion thereof, may be reimbursed in accordance with the current provisions of the University policy.

B. SABBATICAL LEAVES

1. Sabbatical leaves with pay shall be granted on the following basis:
 - a. Sixteen (16) University sabbaticals shall be available in each year of this agreement. The allocation of these sabbaticals to each campus shall be as follows: UM 5, UMA 2, UMF 2, UMFK 1, UMM 1, UMPI 2, USM 3.

Unused University sabbaticals shall carry forward to the next academic year and will be allocated to campuses in rotational order based on descending campus size, which shall be determined by the number of unit members with six (6) or more years of full-time service at each campus.
 - b. In addition to the University sabbaticals (a. above) the campuses shall make available at least the following number of campus sabbaticals: UM 20, USM 12, UMPI 1, UMA 1, UMF 1.
 - c. In addition to University and campus sabbaticals (a and b above), if a department, division or other appropriate unit can provide coverage for the costs associated with a sabbatical so that no additional costs are incurred by the University, then the department, division or other appropriate unit may, with the approval of the chief administrative officer or his/her designee, allocate and recommend the award of additional sabbaticals.
 - d. The University agrees to the preservation of existing sabbaticals at campuses that become a regional, branch, or part of, another campus.
2. Unit members may make an application during their sixth year for a sabbatical leave.
3.
 - a. Applications for these sabbaticals shall be submitted to the chief administrative officer of the campus or his/her designee in accordance with procedures established at each campus which shall include a review and recommendation by the department, division or other appropriate unit. The selection of those who will receive these sabbaticals shall be based on a program proposal which includes a statement of intent and on benefits of the proposed sabbatical to the individual, the campus and the profession. All other things being equal, time since last sabbatical shall be considered a relevant factor in the awarding of sabbaticals.
 - b. Upon request of a unit member who has been denied a sabbatical leave, the chief administrative officer or designee shall discuss his or her decision with the unit member. If requested, the chief administrative officer or designee shall then promptly furnish written reasons for the decision to the unit member.
 - c. Applications for sabbaticals shall be submitted no later than six (6) months prior to the proposed effective date of the sabbatical and in accordance with campus procedures. In unusual circumstances this requirement may be waived. Unit members will be notified of approval or disapproval of sabbatical applications by the chief administrative officer no later than three (3) months prior to the proposed effective date of the sabbatical.
 - d. The Association shall be furnished annually a list by campus of unit members applying for, receiving and being denied sabbaticals.
4.
 - a. Sabbatical salaries shall be one-half pay for the academic or fiscal year; or full pay for one semester or half year. Fiscal-year or 10.5-month employees opting the academic-year basis for sabbaticals shall be paid by prorating the fiscal-year or 10.5-month salary to the academic-year equivalent and then receiving one-half pay for academic-year awards or full pay for one-semester awards.
 - b. The unit member must return to the University for at least one academic or fiscal year following the sabbatical, or for one 10.5-month work year for those faculty on 10.5-month appointments. Agreements to the contrary must be in writing prior to participation. Salary received during the sabbatical must be returned to the University where neither of the above is satisfied.
 - c. The unit member must provide a brief written report of the participation in the program to the chief administrative officer or his/her designee.
 - d. Unit members shall be eligible for another sabbatical leave after completion of six (6) years of full-time service since the last sabbatical except unit members in the rank of Professor or equivalent shall be eligible for another sabbatical leave after completion of five (5) years of full-time service. Calculation of service for this purpose shall begin at the time the unit member returns from the last previous sabbatical. Exceptions may be made if a proposed program is deemed of exceptional value to the individual, campus or the profession and there are unfilled sabbaticals.

- e. If a unit member defers an approved sabbatical at the request of the University, the length of the deferral shall apply toward eligibility for the next sabbatical.
 - f. Compensation during the sabbatical shall include contributions made by the University to retirement programs, Social Security programs, and insurance programs under the University policy.
 - g. Annual leave and sick leave shall continue to accrue during the period of the sabbatical on a pro-rata basis.
 - h. While on sabbatical leave, a unit member shall be permitted to receive travel and moving expenses, fellowships, grants-in-aid or financial assistance from sources other than the University, provided there is no requirement to perform duties detrimental to or which interfere with the objectives for which the sabbatical has been granted.
4. Grievances under this section may be appealed through Step 5 of the grievance procedure, except that academic judgments regarding the selection of unit members to receive these sabbaticals shall not be grievable.

C. LEAVE WITHOUT PAY

1. a. Upon timely written request of a unit member, the chief administrative officer or his/her designee shall normally grant a leave without pay for a period not to exceed one (1) year. Such leave may be extended by the chief administrative officer or his/her designee upon timely written request of the unit member for up to two (2) successive one-year periods. These leaves may be utilized for such purposes as holding appointive public office, meeting familial obligations and other purposes consistent with the needs and interests of the University.
 - b. When a leave without pay is granted so that a unit member may accept a state or federal appointive position, the leave may be extended by the chief administrative officer or designee upon timely request of the unit member for up to three (3) successive one-year periods, for a total leave not to exceed four (4) years. If an employee accepts a state or federal appointive office and is granted a leave under this policy, the employee may receive University retirement contributions under the following terms. If the employee returns to the University and contributes to the basic retirement fund an amount equal to what the employee's contributions would have been during the leave, the University shall contribute an amount equal to what its contributions would have been during the leave, based on the salary at the commencement of the leave. The University will not make any contributions if the employee accrued vested retirement benefits under a state or federal plan as a result of the appointive office.
 - c. The salary of the returning unit member shall be adjusted to reflect any increases negotiated in the current collective bargaining agreement covering the initial year of the leave. In the case of leaves beyond one year, upon return of the unit member, an adjustment shall be made to the base salary to reflect non-discretionary increases and may be made to reflect discretionary increases. The University shall provide that retirement and appropriate insurance coverage for periods of leave without pay will be available to the unit member at his or her expense. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not earn sick leave or annual leave. Time spent on leave without pay shall not be creditable for the purpose of determining eligibility for tenure or continuing contract. When a leave without pay is shorter than a full academic or fiscal year, the full year is not credited. Nevertheless, time spent on leave without pay may be creditable for the purpose of determining eligibility for tenure or continuing contract by mutual agreement of the unit member and the chief administrative officer or his/her designee.
2. Leaves without pay, granted under this provision for educational purposes, may be to acquire or complete an academic degree, to gain practical experience in one's field, or to participate in an educational opportunity valuable to the individual, the department or the campus. While on leave without pay for educational purposes, the University shall contribute its proportionate share to retirement and appropriate insurance programs if the unit member chooses to participate in those programs.

Upon return, the salary of the unit member shall be adjusted to reflect all increases distributed or negotiated during the period of leave. While on leave, the unit member shall retain accumulated sick leave and annual leave. Time spent on educational leave without pay may be creditable for the purpose of determining eligibility for tenure or continuing contract if agreed to in writing by the unit member, the department, division or other

appropriate unit and the chief administrative officer or his/her designee. Time spent on educational leave without pay shall be creditable for purposes of retrenchment.

3. The University shall grant a unit member with tenure or continuing contract a leave of absence without pay and without forfeiture of tenure or continuing contract or other accumulated leave benefits to fulfill the duties of a legislator, provided that the unit member submits a written notice of intent to become a candidate for the Legislature no later than June 30 of the preceding academic year.

D. FAMILY, SICK AND DISABILITY LEAVE

1. For purposes of this contract, "disability leave" and "sick leave" are synonymous. Unit members shall earn one and two-thirds (1 2/3) days of disability leave for each monthly pay period, or major portion thereof, of employment. Beginning on July 1, 2019, all newly hired unit members will have twenty (20) days of disability leave available to them upon their start date. After their first full year of employment, disability leave will be accrued monthly.
2. Unit members on academic year appointments may accumulate disability leave up to a maximum of one hundred fifty (150) days; those on fiscal year appointments may accumulate up to a maximum of one hundred eighty (180) days effective July 1, 1990. Unit members on 10.5-month appointments may accumulate disability leave up to a maximum of one hundred seventy-five days. Where retirement plans applicable to unit members permit service credit for accumulated disability leave, unit members may accumulate additional days of disability leave for such retirement purposes only if such credit is granted at no cost to the University.
3. The University shall provide each unit member with an annual statement showing disability days earned, utilized and accumulated. This statement shall be furnished to unit members within sixty (60) days after the execution date of the Agreement and thereafter during the month of October of each year.
4.
 - a. A unit member who is unable to perform duties because of a disability may use any and all accrued leave credits. A "disability" shall be defined as any physical or mental impairment of health, including an impairment resulting from pregnancy, which disables a unit member from the full and proper performance of duty.
 - b. A unit member must report disability leave for those days during which, due to disability, the unit member is unable to be on campus or other appropriate job site for classroom teaching or other assigned activities. A continuous period of disability leave commences with the first day of absence and includes all subsequent days until the unit member returns to work. For this purpose, Saturdays, Sundays and in the instance of fiscal year appointees, official holidays observed by the University shall not be counted. Unit members on disability leave during the period of either administrative holidays or official University holidays observed on the campus academic calendar shall not be charged disability leave for that period.
 - c. A unit member may use up to a total of sixty (60) days accrued disability leave each fiscal year for absences resulting from the need of the unit member to provide care for newborn or newly adopted infants, for the adoption of a child, and/or the care of children, spouse, or parent where the nature of the illness or family condition is such the unit member must be available to care for the family member

Provided all accumulated leave has been used, a unit member shall, upon written request be advanced up to twenty (20) days of sick leave.

Upon the unit member's return to work, the amount of sick leave advanced shall be repaid by the unit member on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of separation.
 - d. The Memorandum of Understanding entitled "Alternatives to Teaching Duties Associated with the Birth or Adoption of a Child" (Appendix K) currently in effect at the University of Maine shall be extended to all Unit members at all Universities. Prior to the expiration of this agreement, the parties shall receive a report on the effectiveness of this program.
 - e. A unit member may use up to five (5) days disability leave in each occurrence of death of a member of the unit member's family in order to attend the funeral and/or to matters related to the death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the chief administrative officer or his or her designee.

5. If a unit member's absence due to disability or other use of disability leave exceeds five (5) consecutive days or becomes habitual, the University may, by submitting a request in writing, require the unit member to furnish verification of the disability or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The unit member shall have ten (10) days to comply with the request.
6. If the chief administrative officer has a reasonable belief, based upon objective evidence, that a Unit member is unable to perform assigned duties due to a medical condition, the chief administrative officer may place the unit member on administrative leave with pay and require the unit member to submit to a medical examination by a physician chosen and paid by the University, or if the unit member desires, by a physician chosen and paid by the unit member who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the unit member is unable to perform assigned duties, the chief administrative officer shall place the unit member on compulsory disability leave at which time the unit member shall be notified in writing of the conditions under which the unit member may return to work. A unit member who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for total disability benefits must be made if the medical prognosis indicates a disability of qualifying duration.
 - a. If a unit member's absence due to disability exceeds three (3) months, the unit member may be required to apply for long-term disability benefits. Such requests shall be in writing. The unit member shall have thirty (30) days to comply with the request.
 - b. If a unit member receives both disability benefits and disability leave pay for the same period of time, the unit member shall repay the disability leave pay to the University. The unit member and the University may agree to a repayment schedule to avoid extreme personal hardship.
7. If the unit member is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or vacation leave, based on a current medical certification obtained as described in Section D, paragraph 6, of this Article, the chief administrative officer may after consultation with the unit member:
 - a. extend the leave without pay pending determination of eligibility for total disability benefits; or
 - b. extend the leave without pay for up to one (1) year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

When either of the above conditions have been met and the unit member is still unable to return to work the chief administrative officer may:

 - a. request the unit member's resignation; or
 - b. terminate the unit member's employment.
8. In the event of the death of a unit member on an academic year appointment, the University shall pay to his/her estate an amount equal to one-sixth (1/6) his/her annual salary or accrued salary, whichever is greater.
9. In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. Upon commencement of long term disability payment, an employee must re-pay any disability leave paid by the University for any period of time beyond the six (6) month elimination period to when long term disability benefits were approved.
10. In the event the unit member is placed on leave without pay due to disability, and has applied for long term disability, he or she may make a written request to the appropriate supervisor for an advance of disability leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his / her recommendation to the campus President or designee. The President or designee may receive other recommendations regarding the request from such individuals determined to be appropriate. The President or designee shall have the sole discretion to accept or reject the request, and his / her decision shall be final and shall not be grievable. Upon the unit member's return to work, the amount of sick leave advanced shall be repaid on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the balance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination. The employee who receives long term disability pay and is able to work part-time shall be allowed to use

accrued disability leave to supplement their pay. Accrued disability leave may be applied to the difference between the employee's base pay and what the employee receives through LTD payments and their part-time wages.

E. JURY DUTY

1. A unit member who is summoned as a member of a jury panel or subpoenaed as a witness, in a case not involving the unit member's personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by the unit member. No unit member shall be given leave with pay for the purpose of appearing as an expert witness when the unit member receives professional compensation for an appearance.
2. Any unit member who substitutes for another unit member appearing as an expert witness shall be compensated on a per diem basis at the overload rate appropriate to his or her rank.
3. To be eligible for the benefits of this section of the Agreement, evidence in the form of a subpoena or other written notification shall be presented to the unit member's immediate supervisor as far in advance as possible.

F. FISCAL YEAR EMPLOYEE – ANNUAL LEAVE

1. Unit members on fiscal-year appointments shall earn annual leave at the rate of one and two-thirds (1 2/3) days per month, or major portion thereof of employment for the first fifteen (15) years of service. In subsequent years, the unit member shall earn annual leave at the rate of two (2) days per month, or major portion thereof, of employment. Academic-year unit members shall not earn or accrue annual leave. Up to forty (40) days of annual leave may be carried forward from year to year. This annual carry forward shall be applied on December 31 of each year. A unit member may request a waiver to carry forward days in excess of forty (40) with the recommendation of the unit member's immediate supervisor and the approval of the System Office of Human Resources. Such requests shall not be unreasonably denied.
2. In the first year of employment, annual leave shall be earned before being taken. All requests for annual leave shall be submitted by the unit member to the immediate supervisor as far in advance as possible and appropriate. Approval of the dates on which a unit member wishes to take annual leave shall be subject to the consideration of departmental and organization scheduling, but shall not be unreasonably withheld by a supervisor.
3. When a fiscal-year unit member terminates employment or changes from a fiscal-year to an academic-year contract, the campus shall pay the unit member for up to forty (40) days of unused annual leave balance prior to the change to the academic-year contract or the termination of employment. Any accrued annual leave in excess of forty (40) days shall be forfeited by the unit member.

G. FISCAL YEAR EMPLOYEES – HOLIDAYS

The holidays for unit members on fiscal-year appointments shall be:

Independence Day; Labor Day; Indigenous Peoples' Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Patriot's Day; Memorial Day.

The date of the observance of the holidays shall be communicated to the Association by the University prior to the start of the fiscal year in which the holidays occur.

Holidays which fall on days when classes are scheduled shall be taken at a time mutually agreeable to the unit member and the appropriate supervisor.

H. RETURN FROM LEAVE

In the event a Faculty Member returns from leave mid-semester, the Faculty Member and University may develop an alternate work assignment for the remaining portion of the semester.

Article 20 – Salaries and Overload

- A. Any unit member who is promoted within the collective bargaining unit shall be guaranteed an increase in base salary on the effective date of promotion. The minimum amount of the increase shall be computed based upon the employee's current salary at the effective date of promotion or the new rank minimum, whichever is greater.

Instructor to Assistant Professor	6.5%
Assistant Professor to Associate Professor	6.5%
Associate Professor to Full Professor	7.5%
Clinical Faculty Promotions	3%

B. 1. Effective July 1, 2019 – December 31, 2019, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$42,391	\$49,456	\$50,865
Assistant Professor	\$50,969	\$59,464	\$61,160
Associate Professor	\$58,116	\$67,802	\$69,739
Professor	\$68,627	\$80,065	\$82,349

2. Effective January 1, 2020 – June 30, 2020, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$42,709	\$49,827	\$51,246
Assistant Professor	\$51,351	\$59,910	\$61,619
Associate Professor	\$58,552	\$68,311	\$70,262
Professor	\$69,142	\$80,666	\$82,967

3. Effective July 1, 2020 – December 31, 2020, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$43,670	\$50,948	\$52,399
Assistant Professor	\$52,506	\$61,257	\$63,005
Associate Professor	\$59,869	\$69,847	\$71,843
Professor	\$70,698	\$82,481	\$84,834

4. Effective January 1, 2021 – July 31, 2021, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$43,998	\$51,330	\$52,792
Assistant Professor	\$52,900	\$61,716	\$63,478
Associate Professor	\$60,318	\$70,371	\$72,382
Professor	\$71,228	\$83,100	\$85,470

C. 1. Effective July 1, 2019 the base salaries of unit members employed as of June 30, 2019 excluding those not returning to the University in September, 2019 shall be increased by 2.25% of the June 30, 2019 base salary.

2. Effective January 1, 2020, the base salaries of unit members employed as of December 31, 2019, excluding those not returning to the University in January 2020, shall be increased .75% of the December 31, 2019 base salary.

3. Effective July 1, 2020, the base salaries of unit members employed as of June 30, 2020, excluding those not returning to the University in September 2020 shall be increased by 2.25% of the June 30, 2020 base salary.

4. Effective January 1, 2021, the base salaries of unit members employed as of December 31, 2020, excluding those not returning to the University in January 2021, shall be increased by .75% of the December 31, 2020 base salary.

D. 1. Effective July 1, 2019 – December 31, 2019, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
six (6) years of service	\$1,421	\$1,658	\$1,826
ten (10) years of service	\$2,791	\$3,256	\$3,531
sixteen (16) years of service	\$4,160	\$4,853	\$5,223

2. Effective January 1, 2020 – June 30, 2020, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	Academic-Year Appointment	10.5-Month Appointment	Fiscal-Year Appointment
six (6) years of service	\$1,432	\$1,670	\$1,840
ten (10) years of service	\$2,812	\$3,280	\$3,557
sixteen (16) years of service	\$4,191	\$4,889	\$5,262

3. Effective July 1, 2020 – December 31, 2020, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	Academic-Year Appointment	10.5-Month Appointment	Fiscal-Year Appointment
six (6) years of service	\$1,464	\$1,708	\$1,881
ten (10) years of service	\$2,875	\$3,354	\$3,637
sixteen (16) years of service	\$4,285	\$4,999	\$5,380

4. Effective January 1, 2021 – June 30, 2021, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	Academic-Year Appointment	10.5-Month Appointment	Fiscal-Year Appointment
six (6) years of service	\$1,475	\$1,721	\$1,895
ten (10) years of service	\$2,897	\$3,379	\$3,664
sixteen (16) years of service	\$4,317	\$5,036	\$5,420

The appropriate increase shall, in the case of Lecturers with fiscal-year appointments, be added to base salary on July 1 or January 1 of the year immediately following the completion of the prescribed years of service as specified above, and on September 1 or January 1 in the case of Lecturers with academic-year appointments. In the case of Lecturers with 10.5-month appointments, the appropriate increase shall be added to base salary at the beginning of their work year or January 1 immediately following the completion of the prescribed years of service as specified above.

- E. Overload compensation rates for courses which commence with the Fall, 2019 semester, shall be calculated to reflect the increases described in Article 20, Section 2.D. Such overload compensation rates (see Appendix C) are minimum rates.
- F. In order to prevent gender based salary inequities, or other unintended illegal discrimination, a unit member's salary shall be reviewed by the campus EEO/HR office at the time a promotional increase or individual salary increase is recommended. Each campus shall make available information regarding the possibility, if any, and the procedures and criteria by which any extraordinary salary adjustments are made.
- G. Post Tenure Compensation

1. Any unit member having the rank of Professor with tenure, Associate Professor with tenure, Extension Professor with continuing contract, or Associate Extension Professor with continuing contract, or any Lecturer, Research Faculty, or Instructor with over six (6) years of continuous full-time regular service in the same department, division, or other appropriate unit shall be eligible for consideration for the award of compensation at the time of his / her post tenure review.
 5. a. Normally, approximately 25% of the faculty at a given university shall be eligible in any given year. Faculty members who were not reviewed on their last scheduled date of post tenure review shall be scheduled for review in a four (4) year cycle commencing with their most recent tenure or promotion date.
 - b. Faculty who are on sabbatical or educational leave may elect to stand for review while on leave or may elect to be reviewed upon return from leave. Election to be reviewed upon return from leave does not alter the schedule for future reviews which shall continue to be based on the most recent tenure or promotion date. Election to be reviewed upon return from leave shall not result in any retroactive payment of the salary adjustment.
 - c. A faculty member who is participating in the partial phased retirement program or who has submitted formal written notice of intention to retire or resign and who has no more than three years remaining before

the date of full retirement or resignation and whose performance was found satisfactory in the most recent post tenure review may elect to opt out of participation in the review and so notify the appropriate administrator. Faculty members who elect to opt out of the review are not eligible to receive any post tenure compensation increases.

- d. A faculty member who is participating in the partial phased retirement program or who has submitted formal written notice of intention to retire or resign and who has no more than three years remaining before the date of full retirement or resignation and whose performance was not found to be satisfactory in the most recent post tenure review may request to opt out of participation in the review. The request will be reviewed by the chief academic officer or designee. If the request is approved, the faculty member will not be eligible to receive any post tenure compensation increases.
 - e. Nothing in this section precludes the University from requesting that an evaluation be conducted in accordance with Article 10, Section C.
3. A joint UMS – AFUM committee, drawn from each party’s negotiations team shall oversee administrative issues and any other problem that may arise during the course of this program. Such issues may include questions of eligibility, determination of cohort groups, and adherence to the procedures outlined herein. The University shall provide the committee with a report each year concerning those awards made, denied, augmented, or any situation in which the peer recommendation is altered in any way.
 4. Eligible faculty shall be evaluated pursuant to Article 10, Section C of the Agreement. Those faculty who receive a peer committee evaluation of satisfactory or better shall be recommended to receive a 3.5% adjustment to their base pay effective at the start of the subsequent fall semester for academic-year faculty, or, at the start of their work year for 10.5-month faculty, or to be effective the July 1 following the review in the case of faculty with fiscal year appointments. Within ninety (90) days of the execution of this Agreement, the University will issue to University academic administrators and Unit members, a statement clarifying that the standard for successful post tenure review is satisfactory performance. The statement will include a reminder that satisfactory performance is not the same standard as that applied in peer review for tenure and promotion.
 5. The peer committee’s recommendation shall be forwarded to the dean or appropriate academic administrator, who may ratify, or for compelling reasons, overturn the peer committee’s recommendation. In the event that the peer recommendation is overturned, the appropriate administrator shall inform the peer committee of the reasons of such action. The administrative review may also augment the peer committee’s recommendation in recognition of stellar performance, salary compression, and / or equity. Under no circumstances shall the amount of the augmentation exceed an additional 3.5% of the individual’s base salary.
 - a. For a period of 4 post tenure cycles starting with FY 18, UMS will allocate 1% of its 3.5% post tenure discretionary monies for minimizing or correcting salary compression and inversion. This 1% is to be calculated on an individual basis (e.g. 1% from the maximum 3.5% discretionary monies for that individual faculty member up for post tenure review). UMS may apply up to the full 3.5% discretionary monies to address compression.

Should UMS determine there is no salary compression or inversion the full 3.5% discretionary monies for the individual faculty member will be available for stellar performance and/or equity consistent with the existing post tenure compensation program. The total for post tenure increase, including monies for compression or inversion issues, shall not exceed 7%. The application of the 1% and the outcome of any individual or group salary compression or inversion analysis shall not be grievable.

6. The exercise of academic judgment by either the peer committee or the academic administrator shall not be subject to the grievance procedure. Alleged violations of the procedures contained herein shall be subject to the grievance and arbitration provisions of the Agreement.

H. Direct Deposit:

Unit members are required to have paychecks directly deposited unless the employee indicates in writing that a special circumstance exists. In such instance, direct deposit will not be required.

Article 21 – Retirement and Insurances

A.1.a. Beginning April 15, 2020, employees may have access via loan or distribution due to hardship or disability/terminal illness to pre-tax employee contributions to the 403(b) plan. Such access will be governed by IRS regulations and the plan documents. Loans will be limited to the lesser of the amount allowed by the IRS (currently \$50,000) or 50% of the lienable amount in the plan. Disability/terminal illness for this purpose will be as defined by the plan documents.

5. The University shall continue the University of Maine System Retirement Plan for Faculty and Professional Employees for unit members. Contribution rates shall be as follows:

University share	10% of unit member's annual base salary
Unit member's share	4% of his/her annual base salary
Total	14% of unit member's annual base salary

a. Unit members with academic-year appointments who are participants in the Retirement Plan and who have been engaged by the University to perform additional University work other than teaching during the period between the end of one academic year and the commencement of the next academic year and to whom additional compensation equal to or exceeding two-ninths (2/9) of the unit member's annual base salary as of June 1 is to be paid may be eligible to participate in the retirement program. Contributions for the additional compensation for the covered work during the June 01 – August 31 period shall be the same percentages as the applicable retirement program.

b. Such contributions shall be made by and on behalf of only those eligible unit members who submit a written election for this option with the appropriate campus administrative office at least ten (10) work days prior to the payroll submission date of the month in which the work is to be performed.

B. Unit members participating in the plan as of June 30, 2009 upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.

C. 1. The University shall continue to make available to unit members a health insurance plan which is the equivalent to the plan in existence June 30, 2015, except as noted below or as amended in accordance with the provisions of this article. Unit members may choose to enroll themselves and their eligible dependents in this plan offered by the University. This shall not preclude consideration by the University of alternative equivalent health insurance systems during the term of this Agreement. The parties agree to continue to negotiate the introduction of an additional medical insurance plan option with the mutual intent that this option starts in plan year 2016. The parties shall discuss and work together on structuring this choice via discussions at the Employee Health Plan Task Force (EHPTF). The parties further agree that the Open Access Plus (OAP) Quality Incentive Passive plan shall no longer be offered effective with the plan year beginning January 1, 2016.

2. Unit members shall have deducted from their monthly pay for health coverage an amount calculated at the same employee premium share percentages, based on the rates in effect for each plan year subject to the provisions of D.

Normally starting no later than November 15 of each year, members of the bargaining unit may, on an annual basis, elect to enroll in available health plan option(s) under the University's group health insurance plan and relevant provisions. Any future plan design changes made under the provisions of D. or E. will be communicated in materials made available at open enrollment and will be considered as part of the provisions of this collective bargaining agreement.

3. Health Insurance Premium Rebate

a. If during the term of this Agreement, the UMS Group Health Plan continues to operate on a self-insured basis and the total aggregate premium amount for the two-year period January 1, 2011 through December 31, 2012 and each two year period thereafter exceeds the total aggregate costs paid to the insurer for the same period for claims and other expenses by equal to or exceeding 1%, unit members will receive a proportionate rebate of premiums paid based upon their level of coverage at the time the rebate is paid. The rebate will be paid no later than September 30, 2013 and each corresponding September in subsequent two year cycles.

b. During the term of this agreement all state and federal health insurance mandates, including those regarding

mental health services, that would be applicable to employee coverage under insurance plans provided by the University by way of regulated insurance carriers, shall be applicable to the UMS Group Health Plan plans covering unit members under the terms of this Agreement. If a mandate results in a mid-year premium change, the employee premium share will be increased or decreased proportionately.

4. Prescription Drug Plan – Effective February 1, 2014 (Subject to change per the provisions of D. and E.):
 - a. There shall be a four (4) tier plan per (30) day supply : \$5 for preferred generics, \$10.00 for *Tier 1* medications, \$25.00 for *Tier 2* medications and \$40.00 for *Tier 3* medications. Prescriptions shall be subject to step therapy to ensure use of the most safe, effective drugs.
 - b. A mail order option is available through the health plan administrator that provides for receiving a 90 day supply of medications for two (2) co-pays. In addition, the 90 day supply for two (2) co-pays may be obtained from local pharmacies who participate in the mail match program with the health plan administrator.
 - c. Maximum out of pocket expenses for prescription co-payments shall be \$1,300 for individuals and \$1,950 for families.
 - d. Routine modifications of the formulary will not constitute a violation of Article 21, C.1.

D. Effective with the group health plan renewal for January 1, 2015, health plan provisions and employee contribution shares will be determined as follows for a four-year pilot project:

1. The Employee Health Plan Task Force (EHPTF) will continue as a Task Force appointed by the Chancellor with AFUM participation to make recommendations to reduce the cost trend of the UMS group health plan through creating a culture of health, plan design changes, wellness initiatives, and medical care payment reform.
2. Calculations of the health plan renewal percentage increase (decrease) will be based on actual claims experience through August, available in mid-September. A preliminary estimate of the renewal percentage will be available in July and will be updated in August and September with the most recent experience.
3. For purposes of this section the term “premium” is used to refer to the actuarially determined working rate premium equivalent for the self-insured plan.
4. If the health plan renewal percentage is 4.5% or less, UMS will pay 90% of the increase for unit members who qualify for the wellness incentive premium share and 80% of the increase for unit members who do not qualify for the wellness incentive premium share. The unit member will pay the remaining 10 or 20% of the increase.
5. If the health plan renewal increase is estimated to be greater than 4.5%, UMS and AFUM will meet to negotiate between July 15 and September 15 to identify plan changes to reduce the plan renewal percentage to 4.5% or less. The parties will consider, but not be limited to, EHPTF recommendations. Decisions regarding plan provisions will be made no later than September 30 and will not be affected by experience data received later.
6. If the parties are not able to reach agreement on plan changes that reduce the increase to 4.5% or less, the cost share for the portion of the increase in excess of 4.5% will be as follows: unit members will pay 50% of the increased cost above 4.5% and UMS will pay 50%. A unit member’s premium contribution will not exceed 15% of the total premium for unit members who qualify for the wellness incentive premium share or 25% for those who do not qualify for the wellness incentive premium share.
7. When the increase in the plan premiums rates exceeds 4.5% and unit members consequently pay 50% of the increase amount above 4.5%, the parties will determine the difference between the rate a unit member would have paid if paying 10% of the full increase for single coverage and the actual rate charged to unit members with single coverage. This will be referred to as the “incremental cost share.” The amount accumulated at the single coverage rate will be proportionately increased to apply to two person and family coverage.
8. The amount of accumulated incremental cost shares may be lowered in any year in which the health plan renewal increase will be less than 4.5% using the following methodology: The aggregated amount of incremental cost share will be determined by multiplying the incremental cost share for each level of coverage by the number of plan participants with that level of coverage as of September 30.

The total dollar amount of aggregated incremental contributions may be used to reduce the premium contribution of plan participants. The unit member's contribution shall not be less than 10% of the total premium for the applicable coverage level.

9. Each year the share of any premium increase will be determined as described above and that amount will be added to the premium contribution amounts of the unit member and the university.
 10. The parties commit to a four-year pilot project (for plan years 2015 – 2018) of this methodology with annual monitoring of the impact on costs to employees and the university, employee engagement in health improvement and reducing the cost trend in the UMS health plan. During the four-year period this pilot project continues during any time of an expired agreement and unit member premium contributions are subject to change each January 1. It is understood and agreed that the process of E. runs in conjunction with the requirements of D.
 11. At the conclusion of the four-year pilot the parties will review the program and negotiate about any changes proposed by either party. The provisions of the program will continue as the status quo until such time as any revisions are agreed to by the parties.
- E. The parties agree that the health insurance plans available to unit members shall have a cost below that prescribed by the Patient Protection and Affordable Care Act excise tax level, otherwise known as the "Cadillac Tax". If the actuarially projected rates for any level of coverage exceed the "Cadillac Tax" threshold in plan year 2016 or 2017 then the process in E. shall occur. For calendar year 2018 and beyond, if the actuarially projected rates exceed the "Cadillac Tax" threshold as applicable to the University for that year then the process in E. shall occur. It is understood and agreed that the process of E. runs in conjunction with the requirements of D.
1. If the actuarially projected costs for any level of coverage exceed the "Cadillac Tax" threshold the parties shall meet to negotiate what plan changes shall be made to achieve an actuarially projected cost below the "Cadillac Tax" threshold.
 2. The parties will meet to negotiate under the provisions of E. between July 15 and September 5.
 6. If the parties are unable to reach agreement on plan changes that reduce the actuarially projected cost below the "Cadillac Tax" threshold by September 5, they shall submit their respective last offers and statement of position in the form of a brief to a pre-selected neutral arbitrator who shall have 15 days to provide the parties a binding decision of what plan changes shall be made to bring the projected cost below the "Cadillac Tax" threshold.
 4. The arbitrator shall be the same for any union representing UMS employees in similar proceedings. The arbitrator must render a decision which recognizes that UMS administers similar benefits to all UMS employees. The arbitrator's decision shall be final and binding and shall not be constrained in any way other than the requirement of reaching a premium level below the Cadillac Tax.
- F. The University and the Association agree to work together to carry out the recommendations of the Employee Health Plan Task Force submitted to the Chancellor on June 6, 2011, including the following actions:
1. **Quality, Cost and Payment Reform:**
The UMS Group Health Plan will be modified effective 2/1/2014.
 - a. Implement quality and cost tiered network for hospitals and quality tiered network for primary care providers (PCP's).
Unit members will be required to select a PCP regardless of the plan in which they participate.
 2. **Plan design changes:**
The plan design changes in Appendix L will be incorporated in the UMS Group Health Plan effective on the date of execution of this Agreement. Future plan design changes made under the provisions of C.1, D, or E will be communicated in materials made available at open enrollment and will be considered as part of the provisions of this collective bargaining agreement.
 3. **Health improvement:**
 - a. The parties will work together to achieve a goal of 85% participation in Rise UP (first year target of 78%) and in wellness and care management strategies.
 - b. **Effective 1/1/14 the following wellness incentive program applies to the UMS Group Health Plan:**

- i. A wellness incentive premium share shall be applicable to all unit members who complete the requirements of Level 1 of the wellness incentive program. All references to the wellness incentive premium share in this Article refer to section E.3.b.ii below.
 - ii. Full-time, regular unit members who complete the Level 1 wellness incentive program as described in Section E.3.g below will pay an average of 10% of the total health plan premium applicable to their coverage level.
 - iii. Unit members who do not qualify for the wellness incentive premium shall pay premiums as described in section D.3.b iv. below. All references to the non-incentive premium share in this Article refer to section D.3.b.iv below.
 - iv. Full-time unit members who do not to complete Level 1 will pay an average of 20% of the health plan premium applicable to their coverage level until the Level 1 wellness incentive program is completed.
- c. Unit members and spouses or domestic partners who are included in the unit member's coverage must complete the requirements of Level 1 in each calendar year for the unit member to be eligible for the wellness incentive premium share.

Once the unit member qualifies for the wellness incentive premium share, that share will begin in the month following the date on which the unit member qualifies and continue until March 31 of the following calendar year. The unit member may complete Level 1 for the new year prior to March 31 and continue the wellness incentive premium share. If Level 1 is not completed, unit members will pay the non-incentive premium share until the Level 1 wellness incentive program is completed.

- d. Unit members initially employed on or after 1/1/14 (Date subject to implementation schedule) will pay the wellness incentive premium share for the first ninety (90) days of employment. To remain qualified for the wellness incentive premium share, a unit member and his/her spouse or domestic partner must complete Level 1 of the wellness incentive program outlined in Section D.3.g within the first ninety (90) days of employment. If a unit member and his/her spouse or domestic partner have not completed Level 1 of the wellness incentive program within the first ninety (90) days of employment, his/her premium share shall be the non-incentive premium share.
- e. Unit members who participate in Level 2 of the wellness incentive program as described in sub-section g. below will receive an additional incentive of \$100 per adult (unit member, spouse, or domestic partner) for completing Level 2 in each year of this Agreement. Review of qualification for and payment of the additional incentive will occur unit wide one time per year as determined by the University.
- f. **Wellness Program Requirements**

Level 1(Deadline = March 31 of any plan year) –

- i. Unit member, spouse or domestic partner will need to obtain 21 Level 1 Activity Points by:
 - Downloading and completing the Healthy Habits questionnaire, and meet with a Provant onsite or telephonic health coach (20 points), OR
 - Receive a Preventive Health Screening between April of the prior year and March of the current plan year (10 points) AND accumulate 10 Level 1 activities from the Health Activity List.
 - 1 additional point shall be awarded for completing either of the above options.

*NOTE the lead negotiators agree that this language will be updated for final contract posting / reproduction to reflect wellness adjustments occurring for plan year 2016 which involve the removal of points and other modifications reviewed with EHPTF and incorporated in open enrollment materials

Level 2 –Requirements in addition to completing Level 1(Deadline = November 30 of any plan year)

- i. Unit member, spouse or domestic partner participates in wellness activities totaling one hundred (100) points as described in the Rise Up points tracker, such as lunch and learns, walking, nutrition, yoga, weight watchers, etc., Total number of points must be 120 by the qualifying date, OR
- ii. by the qualifying date participate in a designated coaching program.
 - a. Complete your individualized coaching plan with a Provant coach (onsite or telephonic) OR

record keeper whose rules of participation have been mutually agreed upon by the parties.

- J. The Partial/Phased Retirement Program (PPRP) described in Appendix J shall remain in effect.
- K. 1. Unit members initially employed prior to July 1, 1996, who participate in the University of Maine System Retirement Plan for Faculty and Professional Employees, or who are eligible to take normal retirement under the Maine State Retirement System, and who are at least fifty-five (55) years of age and who have at least ten (10) years of continuous, regular service are eligible for the retirement benefits specified below. Unit members on leave of absence are eligible so long as they meet all other eligibility requirements.
 - 2. Upon retirement, the unit member shall be eligible to receive a lump sum contribution to the basic retirement plan. The lump sum shall be equal to one and one-half per cent (1.5%) of the unit member's final base salary for each completed year of continuous regular University service up to a maximum of twenty-seven (27) years of service.
 - 3. The lump sum described above shall be deposited in the unit member's basic retirement account up to the maximum amount determined by regulations of the Internal Revenue Service. Any remaining amount shall be deposited in the unit member's basic retirement account in the next January following the date of retirement up to the maximum determined by IRS regulations.
 - 4. Employees who retire under these provisions shall be eligible for health insurance continuation in accordance with University policy for retirees.
- L. Unit members may register a domestic partner for purposes of receiving University benefits. A domestic partner who is registered shall be considered to be equivalent to a spouse for purposes of University benefits, such as health insurance, bereavement or disability leave, tuition waiver, and use of University Facilities subject to appropriate taxation as determined by the IRS. Registration of a domestic partner shall be in accordance with university policy.
- M. Effective January 1, 2007, the University will provide a dental plan. The University will pay 100% of the premium for the full-time regular employee. The employee may enroll eligible dependents by paying the difference between the plan cost for an employee and the cost for the coverage desired.
- N. The University shall make available a short-term income protection plan for unit members to purchase on a voluntary basis at their expense.
- O. Effective September 1, 2017 the parties understand UMS will amend the existing University retiree policy to reflect that individual health premiums for all Medicare eligible unit members retiring on or after that date or when they become Medicare eligible in retirement for the Unit member's own coverage will be a single contribution rate of 20%. Nothing in this understanding impacts the spouse/domestic partner contribution rate.

Article 22 – Tuition Waiver

- A. The University shall maintain a space available tuition waiver program. When space is available, unit members and former unit members of emeritus status may enroll in a course on a tuition-free basis subject to the following requirements:
 - 1. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating individuals;
 - 2. Participating individuals must meet any course prerequisites;
 - 3. All fees other than tuition shall be paid by the participating individuals as a condition of enrollment;
 - 4. Participating individuals may enroll in a maximum of two courses per semester or summer session, not to exceed four (4) credit hours per course. The following shall apply when a unit member is required to concurrently enroll in a laboratory course, in connection with another separate course, which is covered by a tuition waiver, the tuition waiver shall be applicable to the laboratory course. The laboratory course shall not be counted as part of either the four (4) or eight (8) hours of total waiver, and shall not constitute an additional course. Modular courses which may be construed to be a single course and are offered sequentially over a single semester will count as a single course not to exceed four (4) credit hours. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the campus;

5. Minimum enrollment requirements, established by any campus as a necessary condition for offering a course, shall not count these interested participants toward the number of students required to guarantee the offering of such course.
6. Effective July 1, 2016 a unit member receiving tuition waiver benefits under the provisions of this Article shall have the unified fee waived for tuition waiver covered courses.
 - A. 1. a. The spouse or dependent children of unit members shall be eligible for a waiver of one-half (1/2) tuition, provided that the spouse or dependent child is attending the University of Maine System as a full-time undergraduate student. Dependents of unit members who are part-time undergraduate students shall be eligible for a waiver of one-half (1/2) tuition, provided that the part-time student is matriculated and that there is space available in the course(s).
 - b. Eligibility for graduate students for this waiver of one half tuition also requires matriculation in a degree program, that there is space available, and extends only to courses taken as a part of an approved program of study
 - c. For Summer Session courses which are self-supporting, students who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings.
 - d. In the event of the retirement, retrenchment, or death of a unit member, his or her spouse or dependent children who are enrolled students or become enrolled students within 4 years of the event shall maintain eligibility as long as they maintain continuous enrollment as matriculated students or until they complete the requirements for a degree.
2. In no event shall tuition waivers granted under this Article exceed one-half (1/2) tuition for the spouse or each eligible child of a unit member.
3. Non-matriculated dependents may take summer or winter term courses with a 50% tuition waiver. Eligibility is on a space available basis. Non-matriculated dependents need not be counted toward minimum enrollment requirements for a course to be offered and proceed as scheduled. This provision in no way alters any University requirements which may otherwise exist for non-matriculated students to be eligible for enrollment in courses.
- C. Dependents and spouses of employees called to active military duty shall be eligible to participate in the tuition waiver program described above.
- D. The dependents of employees, who retire during the life of this Agreement and who have 20 (twenty) or more years of University service, shall be eligible to participate in the tuition waiver programs as described above.
- E. During the term of this agreement the parties will establish a joint committee to study the tuition waiver program and practices related to charging fees.

Article 23 – Use of Personal Automobile

- A. Effective upon the execution date of this Agreement, unit members who use their personal automobile for assigned non-campus University business shall receive reimbursement by the University as follows:
 1. For the first 8,000 miles in the fiscal year, the unit member will receive mileage payments equal to the rate paid by the State of Maine.
 2. For all miles in excess of 8,000 the unit member shall receive the rate approved by the Internal Revenue Service.
 3. For the life of this agreement, unit members may receive reimbursement of an additional five cents (5¢) per mile if they use their personal vehicle to carpool with other employees(s). The unit member claiming the additional reimbursement shall be required to certify in writing the names of passenger(s).
3. The University shall take steps to publicize and make unit members aware of the carpool options.
- B. Parking fees shall not exceed the following amounts:

<u>UM</u>	<u>USM</u>	<u>UMPI</u>
\$35	\$35	\$10

Funds collected shall be utilized for the support of the parking program. Fees at other campuses shall remain unchanged. If during the term of this Agreement any University receives a recommendation to increase parking fees, written notice will be provided to AFUM. If AFUM chooses to negotiate this matter, it shall provide a written request.

Article 24 – Outside Employment

- A. "Outside employment" shall mean any private practice, private consulting, additional teaching or research, or other professional activity which is not part of the unit member's assigned duties and for which no compensation is paid by or through the University.
- B. It is the responsibility of unit members to perform fully their teaching, research, and University and public service responsibilities. Unit members' service is not measured in a fixed number of hours per week. The unit member is expected to devote as much time as necessary to fulfill his or her responsibilities.
- C. Any unit member who proposes to engage in any outside compensated professional employment which the unit member should reasonably conclude may create a conflict of interest, under the University of Maine System Conflict of Interest Policy, shall report to the unit member's supervisor, in writing, the details of such proposed employment prior to engaging therein.
- D. In the event that University resources are to be used, prior arrangements shall be made with an appropriate administrative officer for reimbursement at an appropriate rate.
- E. A new written report shall be submitted for outside employment previously reported at:
 - (1) the beginning of each academic year for outside employment of a continuing nature; and
 - (2) such time as there is a significant change in the outside employment (nature, extent, funding, etc.).
- F. Any outside employment which falls under the provisions of this Article and in which the employee is currently engaged but has not previously reported, shall be reported within 60 days of the execution of this Agreement and shall conform to the provisions of this Article.
- G. In the event the proposed outside employment is determined to constitute a conflict of interest and the unit member disagrees with that determination, the unit member may file a grievance under the grievance procedure contained in Article 15 directly to step 3.
- H. A unit member who has failed to report pursuant to Section C may not engage in such outside employment pending a resolution of the matter pursuant to Section G.
- I. No unit member shall claim to be an official University representative in connection with outside employment unless so authorized by the Chancellor or the chief campus administrative officer or the designee(s) of those individuals.
- J. The reporting provisions of this section shall not apply to employment performed wholly during a period in which the unit member has no appointment with the University.

Article 25 – Bargaining Unit Work

- A. Bargaining unit work includes such activities as are described in Articles 10.B and 11.C.1. These responsibilities are fulfilled in major part by unit members.
- B. It is the intention of the parties that bargaining unit work be performed by unit members. However, the responsibilities stated above, as in any other academic institution, are also fulfilled by non-unit members.
- C. A variety of research, specialized advising, public service and teaching that has not been traditionally performed by unit members may be determined to constitute part of regular workload or overload as provided in Article 11.
- D. Undergraduate students shall not assume regular classroom teaching responsibilities.
- E. Where non-unit members have teaching responsibilities, evaluation of teaching performance shall be in accordance with the procedures established in this Agreement.
- F. Overload courses within their department, division or other appropriate unit shall be offered to qualified unit members. The distribution of such courses shall be in an equitable manner.

- G. Unit members shall be informed of summer session and mini-session course opportunities within their department, division or other appropriate unit. Current practice regarding the assignments of these courses within the department, division or other appropriate unit shall be continued.
- H. Departments, division or other appropriate units identified in the report of the Committee on Bargaining Unit Work dated July 24, 1985 which use non-unit members for more than 35% of current teaching contracts shall not increase this proportion except in the case of unusual circumstances with notice to the Association.

Article 26 – Office Space and Equipment

Unit members shall be provided office space. The University will try to provide individual offices; however, if an office must be shared, arrangements will be made to facilitate privacy. The desirability of providing each unit member with reasonably secure office space, with access to office equipment, secretarial services and a telephone is recognized.

UMS is agreeable to confirming availability of private space to hold confidential student meetings. Such space may need to be pre-scheduled to the extent there may be competing demands for the space. Those meetings which have an impact on students shall have scheduling priority.

UMS agrees that faculty shall be issued computing devices upon hire. UMS will provide a computing device for day-to-day faculty responsibilities, consistent with the faculty member's discipline, job duties, and University mission. Any disputes over the contract provision related to computing devices shall be the subject of a meet and discuss between the parties and shall not be grievable.

Article 27 – Non-Discrimination

The University and the Association agree not to discriminate illegally with respect to wages, hours and working conditions based upon: race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin, citizenship status, age, disability, genetic information, veteran's status or membership or non-membership in the Association.

Article 28 – No Strike or Lockout

The Board and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of law in this regard will not be violated. The Board agrees it will not lockout any or all unit members during the term of this Agreement. The Association agrees on behalf of itself and unit members that there shall be no strikes, slow-downs or interference with the normal operation of the University during the term of this Agreement.

Article 29 – Separability

In the event that any provision of this Agreement is found to be inconsistent with existing state or federal law, the provisions of such state, or federal law shall prevail and, if any provision herein is finally determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request of either party.

Article 30 – Safety and Health

- A. The employer recognizes a responsibility to provide an environment intended to protect the health and security of employees as they carry out their responsibilities. All Unit members will abide by University safety regulations and will use appropriate safety equipment and protective clothing required and provided by the University.
- B. On those campuses where the health center has a health professional in attendance, said facility shall be available for emergency assessment and first aid for injuries occurring to unit members while at work.
- C. Each campus shall establish and publicize a telephone number for use by unit members in the event of an emergency, and designate available telephones for such use.
- D. Each campus shall establish a committee to address health, safety and security issues for that campus.

- E. Each campus shall designate an administrator who shall be responsible for the health, safety and security issues on that campus, and for publicizing that campus's emergency procedures.
- F. Any faculty member who in the performance of his/her job is the recipient of a threat of bodily harm by a student, member of the public, or faculty or staff, shall immediately report the incident to his or her supervisor and to appropriate law enforcement officials as necessary. The faculty member who is threatened may require the threatening person to leave the classroom or office.
- G. The University may adopt policies relating to the regulation of smoking in the work place by unit members. The chief administrative officer or designee shall consult with a designated campus Association representative prior to the establishment of a new policy and/or a change in a current campus-wide smoking policy. Such policies shall not conflict with state laws or regulations.

Article 31 – Program Transfer

- A. In the event that a program to which unit members are assigned is eliminated or suspended at one site and transferred to another site which requires the relocation by a participating unit member of more than fifty (50) miles, such unit members who relocate with the program shall be reimbursed for actual, reasonable and necessary household moving expenses.
- B. The University shall provide advance notice at the time such program transfers are anticipated for the purpose of discussing the proposed action.
- C. If less than one hundred twenty (120) days' notice of a program transfer is provided, the University shall reimburse a participating unit member for actual, reasonable and necessary temporary housing expenses for a number of days not exceeding the difference between one hundred twenty days and the actual notice in days.

Article 32 – Program Elimination

The Association shall be notified in writing of any proposed elimination or suspension of a program to which unit members are assigned at the time a Program Elimination Procedure is initiated. The Association shall have the opportunity to meet and discuss with the campus administration prior to completion of an impact study.

Article 33 – Conditions of Agreement

This is a tentative Agreement and shall be of no force and effect unless and until all of the following occur:

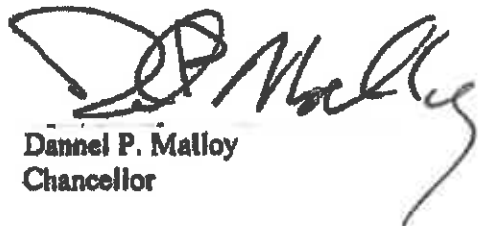
- A. The tentative Agreement is approved by the Board of Trustees of the University of Maine System.
- B. The tentative Agreement is ratified by the bargaining unit membership of the Associated Faculties of the University of Maine System, MEA/NEA.

Article 34 – Term of Agreement

- A. The provisions of this Agreement shall be effective as of July 1, 2019, unless otherwise specified herein, and shall continue in full force and effect until and including June 30, 2021.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.
- C. Either party may serve upon the other a notice at least sixty (60) days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor Agreement.


In witness whereof, the parties hereto have caused this Agreement to be executed as of August 12, 2020.

For the University of Maine System



Dannel P. Malloy
Chancellor

For the Associated Faculties of the
University of Maine System, MEA/NEA



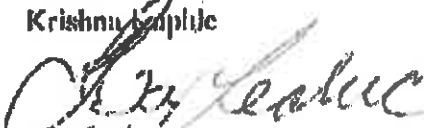
James P. McClymer
President



Christopher Bates



Krishna Kapile



Asha Leche
- Asha Leche



Lydia Savage



Sherrie A. Sprangers
Sherrie Sprangers

Appendix A – Faculty Grievance Form – Step 1

**University of Maine System
Faculty Grievance Form – Step 1**

Date: _____

Name: _____

Campus: UMA UMF UMFK UMM UM USM UMPI US/SMS

College / Division: _____ Department: _____

Mailing Address: _____

Provision of Agreement violated: Article(s) & Section(s): _____

Statement of grievance (*including date of acts or omissions complained of*):

Redress sought:

I will be represented in this grievance by (*check one*):

AFUM _____ Myself or Personal Representative _____

AFUM grievance representative's signature: _____

(If AFUM is representing the grievant, an AFUM grievance representative must sign here)

This grievance was filed with the Office of: _____ on: _____

(Date)

By (*check one*): Mail Personal Delivery

Signature of Grievant: _____

Date Received: _____ By: _____ Grievance #: _____

Distribution of Step 1 Grievance Form:

Original
Administrator

1st Copy
Campus Grievance File

2nd Copy
*Campus Grievance Person
Or AFUM (Bangor)*

Appendix C

Associated Faculties of the University of Maine System Overload compensation Schedule

FY2020

For courses commencing with the Fall Semester 2019

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	1,677	3,354	5,081	6,708	838	100
Associate Professor	1,441	2,882	4,323	5,764	720	83
Assistant Professor	1,237	2,474	3,711	4,948	619	81
Instructor	1,004	2,008	3,012	4,016	501	74
Lecturer I*	1,004	2,008	3,012	4,016	501	74
Lecturer II**	1,201	2,402	3,603	4,804	601	81
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	6-10 years previous college teaching or equivalent experience					
*** Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 2.25% increase from FY2020 to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						

Appendix C

Associated Faculties of the University of Maine System Overload compensation Schedule

FY2020

For courses commencing with the Spring Semester 2020

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	1,680	3,360	5,070	6,760	844	101
Associate Professor	1,452	2,904	4,356	5,808	725	84
Assistant Professor	1,246	2,492	3,738	4,984	623	82
Instructor	1,012	2,024	3,036	4,048	505	75
Lecturer I*	1,012	2,024	3,036	4,048	505	75
Lecturer II**	1,210	2,420	3,630	4,840	605	82
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	6-10 years previous college teaching or equivalent experience					
*** Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 0.75% increase from FY2020 to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						

Appendix C
Associated Faculties of the University of Maine System
Overload compensation with the Fall Semester 2020
FY2021

For courses commencing with the Fall Semester 2020

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	1,728	3,456	5,184	6,912	863	103
Associate Professor	1,485	2,970	4,455	5,940	741	86
Assistant Professor	1,274	2,548	3,822	5,096	637	84
Instructor	1,035	2,070	3,105	4,140	516	77
Lecturer I*	1,035	2,070	3,105	4,140	516	77
Lecturer II**	1,237	2,474	3,711	4,948	619	84
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	6-10 years previous college teaching or equivalent experience					
*** Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 2.25% increase from FY2021 to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						

Appendix C
Associated Faculties of the University of Maine System
Overload compensation with the Spring Semester 2021
FY2021

For courses commencing with the Spring Semester 2021

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	1,741	3,482	5,223	6,964	869	104
Associate Professor	1,496	2,992	4,488	5,984	747	87
Assistant Professor	1,284	2,568	3,852	5,136	642	85
Instructor	1,043	2,086	3,129	4,172	520	78
Lecturer I*	1,043	2,086	3,129	4,172	520	78
Lecturer II**	1,246	2,492	3,738	4,984	623	85
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	6-10 years previous college teaching or equivalent experience					
*** Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 0.75% increase from FY2021 to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						

Appendix D – Non-Unit Chairpersons Governance Policy

Non-Unit Chairpersons Governance Policy

University of Maine Policy on Department Chairpersons

The chief administrative officer of a department shall be known as chairperson.

Term. The term of the chairperson shall be three (3), four (4) or five (5) years as determined by the department. Normally a chairperson shall serve no more than two (2) consecutive terms. However, if a chairperson is appointed from outside the University, the first two (2) years shall be considered probationary. Early in the second year the dean shall request that the department vote whether or not to recommend extension of this appointment to the full term. The dean will notify the incumbent promptly of the department's recommendation. If the vote is affirmative, and if the department's recommendation is accepted by the president, the incumbent continues to serve out the full first term and may then stand for a second. If the affirmative recommendation of the department is not accepted by the president, or if the vote is negative, an immediate review shall be initiated using the procedures set forth in the section entitled **Selection**. If confirmed by this review process, the incumbent will serve out the remainder of the term.

Selection. Early in the final year of the chairperson's term, the dean of the college shall assume responsibility for establishing an **ad hoc** selection committee of no fewer than five (5) faculty members. The dean will chair this committee but will have no vote. In departments having three or more tenured faculty members, the faculty of the department shall elect to the committee three (3) members, at least two (2) of whom shall be on tenure and shall notify the dean of the election. The dean will appoint from related disciplines two (2) members of the committee. In departments having fewer than three (3) tenured faculty members, the dean will, with the agreement of the departmental faculty, appoint the necessary number of committee members from related disciplines. Additional committee members, in excess of the five (5) specified above, may be appointed by the dean, provided the department faculty concurs as to both number and affiliation of additional persons. The committee will consider the merits of reappointing the incumbent chairperson and of seeking new candidates for the chairperson's position. If the committee decides to choose new candidates, it will 1) actively solicit applicants for the position, 2) review credentials of all applicants, 3) select those persons to be interviewed, 4) participate in interviews, 5) insure that persons interviewed are given an opportunity to meet with faculty members of the department, and 6) recommend the candidates considered most suitable for the position. At a departmental faculty meeting called expressly for the purpose, the committee will meet with the faculty of the department to announce its tentative recommendations. The committee will invite from the faculty expressions concerning its recommendations. Following this departmental faculty meeting, the committee will make its final decision and notify the dean and the faculty of the department of its nomination. The dean will then either recommend the appointment of the nominee or veto the committee choice. Should he or she elect the latter course and the committee not propose an acceptable alternate, the matter shall be referred to a committee consisting of the vice president for academic affairs, the dean, and a representative of the department selected by the department. This committee shall take such action as is necessary. The college may substitute other procedures to accomplish the basic purposes of this section by a majority vote of that faculty.

Functions of the Chairperson

Sitting as the committee of the whole, all full-time departmental members shall determine the academic philosophy of a department and the broad outline of the curriculum needed to implement that philosophy. The chairperson shall be responsible for the general conduct of departmental affairs, and shall have authority for all decisions concerning such affairs. The chairperson shall be advised by a Policy Advisory Committee organized as determined by the tenured members and in such a manner as to reflect the special characteristics of the department. The Policy Advisory Committee shall be chaired by the chairperson. The Policy Advisory Committee shall be concerned with all matters concerning appointments and non-appointments, promotions and tenure, resource allocation, and all other matters relative to the successful implementation of the department's educational and scholarly objectives. Should the Policy Advisory Committee feel that its advice and

judgment are not given adequate hearing by the chairperson, it shall have the right to bring the matter to the attention of the appropriate dean and academic vice president. The department may organize such other committees as it shall deem necessary.

Selection of Department Chairpersons In the College of Engineering and Science

Early in the final year of a chairperson's term, the dean of the College shall meet individually with all members of the department to discuss and consider the merits of re-appointment of the incumbent chairperson. The dean shall then meet with the department, the incumbent chairperson excepted, to present his/her evaluation for their criticism and discussion. After this meeting, the dean shall notify first the incumbent chairperson and then the department of his/her decision to re-appoint or not to re-appoint. If members of a department are not satisfied with the dean's decision, they should refer the matter to the vice president for academic affairs. If the decision is not to reappoint, the dean shall establish a selection committee consisting of five (5) faculty members and the dean as chairperson. In departments having three (3) or more tenured faculty members, the faculty of the department shall elect three (3) members to this committee, at least two (2) of whom shall be on tenure, and shall notify the dean of the selection. The dean will appoint two (2) members of the committee from related disciplines. Additional committee members, in excess of the five (5) specified above, may be appointed by the dean, provided the department faculty concurs as to both number and affiliation of additional persons. The selection committee shall (1) actively solicit applicants for the position from within the University and from the outside; (2) review credentials of all applicants; (3) select those persons to be interviewed; (4) participate in interviews; (5) insure that persons interviewed are given an opportunity to meet with faculty members of the department; and (6) recommend the candidate(s) considered most suitable for the position. At a departmental faculty meeting called expressly for the purpose, the committee will meet with the faculty of the department to announce its tentative recommendation(s). The committee will invite from the faculty expressions concerning its recommendations. Following this departmental faculty meeting, the dean will make his/her decision and notify the faculty of the department of his/her recommendations. Should the recommendation be not acceptable to members of a department, they should refer the matter to the vice president for academic affairs.

University of Maine at Farmington Procedures for Selection and Nomination of Department Chairs

1. The term of the Chair of a Department shall be three (3) years. An Incumbent Chair may be re-nominated by his or her Department; however, a Chair may not serve for more than six (6) consecutive years.
2. The Chair of a Department shall be a faculty member of that Department. In the event that the position of Chair is to be filled from outside the campus, the normal faculty appointment procedures shall be followed prior to the nomination of the Chair. All full-time faculty members of the Department shall be eligible to stand for the position of Chair.
3. In the event that the Chair is appointed from outside the campus, the first three (3) semesters of his or her appointment as Chair shall be considered probationary. Early in the third semester, the President shall request that the Department vote whether or not to extend this appointment to the full term. If the vote is affirmative, and if the President accepts the Department's vote, the incumbent may continue to serve out the full term, and may then stand for a second. If the affirmative vote is not accepted by the President, or if the vote is negative, the Department shall hold a new election, and a new Chair shall be appointed (according to the procedures outlined in this document) at the beginning of the following semester.
4. All full-time faculty members of the Department shall be eligible to vote in the election of a nominee for Chair. These full-time faculty members shall determine if any additional full-time members of the Department shall be eligible to vote. The actual voting procedures shall be left to the discretion of the individual Departments.
5. After the election, the name of the Department's nominee shall be forwarded to the President or his/her designee for appointment.
6. Should there be any question concerning the Department's choice, the President or his/her designee shall

meet with the Department faculty to discuss the matter. This meeting shall take place prior to any formal action.

7. Should the President or his/her designee reject the Department's nominee, the Department shall conduct a second election.
8. Should the President or his/her designee reject the Department's nominee following the second election, the President shall appoint a faculty member from the Department to fill the position of Chair on an acting basis for a period of one (1) year.
9. The position of Chair may be filled yearly on an acting basis until the President or his/her designee appoints a Chair nominated by the Department. However, an appointed Acting Chair may not succeed himself or herself unless nominated for a three (3) year term by the faculty of the Department.

Evaluation of Academic Administrators

Faculty representatives by campus shall be provided the opportunity to be involved in the evaluation of academic administrators. The specifics of the academic administrators' evaluation process shall reside with the individual campus.

Appendix E – Coaches – University of Maine and University of Southern Maine

Coaches - University of Maine and University of Southern Maine

Lecturers who are employed as head or assistant coaches of major sports at the University of Maine and University of Southern Maine are excluded from the bargaining unit in accordance with previous agreements. The sports designated as major are:

Baseball
Basketball (men and women)
Field Hockey
Football

Ice Hockey (men and women)
Soccer (men and women)
Softball
Volleyball (women)

Appendix F – Typology of Relevant Instructional Modalities

Typology of Relevant Instructional Modalities

The following identifies relevant instructional modalities most commonly used by the University of Maine System in March, 1999, when the joint distance education committee conducted its review.

- 1) Regular ITFS* More than 50% of the contact hours are through synchronous ITFS transmissions.
- 2) Enhanced ITFS Regular ITFS enhanced with web-based computer conferencing or the equivalent; e-mail is not enough.
- 3) TV Plus 50% or fewer of the contact hours are through synchronous ITFS broadcasts. Courses are supplemented with a combination of one or more of the following: on-campus visits, pre-produced video tapes, computer conferencing, telephone conferencing, e-mail, list-serves, etc.
- 4) Compressed Video 2-way audio and video interactive; available at campuses only.
- 5) Fiber 1-way or 2-way video and audio, available at campuses only.
- 6) Course in a Box Videotape-based asynchronous course; may be supplemented with computer conferencing, e-mail, etc.
- 7) Web-Based Web-based asynchronous courses.
- 8) Enhanced On-Site "Regular" on-site course, enhanced with computer conferencing and other web activities other than e-mail and list-serves.

*ITFS - Instructional Television Fixed Service microwave channel

Appendix G – Appointment Salary

Appointment Salary

It is recommended that each campus put in place the following review process for appointments to tenure track faculty positions. The review process is intended to add a stronger review for search and salary equity concerns before an appointment is made in order to avoid unintended inequities which may occur in setting initial salaries.

Each university in the System will specify the details regarding who is responsible for conducting the review and how the review will occur. The following key elements should be included in each procedure.

1. The administrator responsible for faculty hiring (referred to below as Dean/VP/Provost) will set a salary range for the position at the time the search is approved. The salary range will go forward as part of the approval process for the search though it will not usually be included in vacancy announcements.
2. The Dean/VP/Provost will consult with Equal Employment Opportunity/Human Resources before making a tentative offer to a candidate in order to review the search and the recommended salary, for any indication of any kind of illegal discrimination. This review must be conducted in a time frame which does not jeopardize the ability to hire the selected candidate.
3. Equal Employment Opportunity/Human Resources will review and sign off on the appointment before it is officially extended.
4. Annually the Dean/VP/Provost and Equal Employment Opportunity/Human Resources will conduct a review of hiring salaries for equity considerations.

Appendix H – Appointment-Reappointment Schedule

Appendix H Appointment – Reappointment Schedule

<p>Reappointment / Non-Reappoint. 1st Year Probationary Appointment</p>	<p>* 12/15 Peer Committee Notified and Instructed * 01/15 Peer Committee Forwards Recommendation * 01/22 Deadline for Unit Member Response 02/29 Chair Forwards Recommendation 03/05 Dean Forwards Recommendation 03/12 Provost Forwards Recommendation * By 03/31 Unit Member Notified by President</p>
<p>Reappointment / Non-Reappoint. 2nd Year Probationary Appointment</p>	<p>*09/15 Peer Committee Notified and Instructed *10/15 Peer Committee Forwards Recommendation *10/22 Deadline for Unit Member Response 10/29 Chair Forwards Recommendation 11/12 Dean Forwards Recommendation 11/30 Provost Forwards Recommendation *By 01/15 Unit Member Notified by President * 03/15 Peer Committee Notified and Instructed * 04/30 Peer Committee Forwards Recommendation. *05/07 Deadline for Unit</p>
<p>Reappointment / Non-Reappoint. 2 or More Years Probationary Appointment</p>	<p>Member Response 05/14 Chair Forwards Recommendation. 05/29 Dean Forwards Recom. * By 06/30 Unit Member Recomm.</p>
<p>Promotion, Tenure, and Continuing Contract</p>	<p>06/11 Provost Forwards Notified by President * 09/15 Unit Member (less than 6th year) Requests Consideration * 09/25 Peer Committee Notified and Instructed * 11/10 Peer Committee Forwards Recommendation * 11/17 Deadline for Unit Member Response 11/26 Chair Forwards Recommendation 12/10 Dean Forwards Recommendation 01/05 Provost Forwards Recommendation Upon Transmittal (02/11 for tenure) And no later than * 02/28 Unit Member Notified of President's Decision</p>
<p>Annual Peer Eval. (All Faculty except tenured Full and Assoc. Professors)</p>	<p>03/15 Peer Committee Notified</p>
<p>Outside Employment Notification</p>	<p>09/15 Notification to Unit Members of Need to Report in Writing for Approval the Nature and Extent of Outside Employment (Includes courses taught on other campuses) Prior to Undertaking Such Employment</p>
<p>Personnel File Maintenance</p>	<p>09/15 Reminder to Unit Members of Responsibility to Update Their Personnel File Annually</p>
<p>Terms and Conditions Notification Article 7.E</p>	<p>At the Time of Appointment and as Changes Occur</p>

* - Date / deadline mandated by AFUM / UMS Collective Bargaining Agreement 11/16/06

Appendix I – Intellectual Property Agreement

UNIVERSITY OF MAINE SYSTEM / ASSOCIATED FACULTIES OF THE UNIVERSITY OF MAINE SYSTEM

INTELLECTUAL PROPERTY

The following text is the result of negotiations between AFUM and the University of Maine System and is to be included in the February 2, 2002 policy document entitled: “Statement of Policy Governing Patents and Copyrights.” It is to be included in Section VII *Disposition of Income* and is to be inserted as a new third paragraph to that section.

It is hereby agreed that:

For the first \$100,000 of cumulative net income the default minimum distribution shall be as follows:
50% to the faculty creator / inventor
50% to the University

For cumulative net income in excess of \$100,000 the default minimum distribution shall be as follows:
40% to the faculty creator / inventor
60% to the University

The above distributions shall serve as a general guideline or minimum default distribution of income, nothing precludes or prevents individual agreements being arrived at by members of the faculty and the University which exceed the distribution plan outlined above. In the event that an individual agreement is executed, AFUM, as the exclusive bargaining representative, shall receive a copy of such an agreement.

Any disputes which might arise under this policy, including disputes concerning the determination of what constitutes net income, shall be submitted to the University Intellectual Property Committee for final and binding resolution.

Frank C. Gerry

8/22/02

University of Maine System Date

Ronald A. Mosley, Jr. 8/30/02

President, Associated Faculties Date
of the University of Maine System

The complete text of this Policy may be found on the University of Maine System homepage at <http://www.maine.edu/policysc209.html>.

Appendix J Partial / Phased Retirement Program

Partial / Phased Retirement Program

A. Eligibility:

Faculty unit members are eligible to apply to participate in the Partial / Phased Retirement Program if either: (1) they are at least fifty-five (55) years of age and have at least ten continuous years of full-time regular University of Maine service; or (2) their age in years and length of continuous full-time regular University of Maine service in years totals seventy-five (75) or more years.

B. Application and Approval Procedures:

1. A faculty unit member who wishes to participate in the Partial / Phased Retirement Program must submit a written, individual application in accordance with applicable campus procedures.
2. Such applications shall be reviewed in accordance with campus administrative procedures. **If a negative recommendation is made at any level of approval, the application shall be forwarded to subsequent levels of review.** If it is not the Chief Administrative Officer's recommendation that an application be approved, the application will be forwarded to the Chancellor or his/her designee(s) for review. If it is the campus Chief Administrative Officer's recommendation that an application should be approved, a proposed agreement for participation, including workload and salary reduction terms, and other details applicable to the individual, shall be prepared in writing and signed by the unit member and campus Chief Administrative Officer. **A copy of all approved applications and agreements shall be forwarded to the Association.**
3. **The application form and agreement for participation are included in this appendix and available on the UMS benefits website at <https://mycampus.maine.edu/group/mycampus/forms>.**
4. Prior to the Chancellor or designee's disapproval of a pending application, the University shall provide the Association with a copy of each such application in a timely manner so that the Association may have an opportunity to consult with the unit member.
5. A unit member may request modification or withdrawal of his or her application at any time prior to final approval or disapproval of the proposed agreement.
6. Decisions regarding applications to participate in this program shall not be subject to the grievance procedure described in Article 15. Unit members whose applications for participation in the Partial / Phased Retirement Program are denied may appeal to an ad hoc review committee composed of two persons designated by the Association, two persons designated by the University and a fifth person selected by the other four committee members. All members of the committee shall be from the applicant's university. This committee shall expeditiously review the application and other relevant facts and circumstances and shall issue a final determination consistent with the terms of this memorandum.
7. After final approval of a proposed agreement, participation in the Partial / Phased Retirement Program shall be revocable only by mutual consent of the unit member and the University.
8. Requests to participate in the Partial Phased Retirement Program shall not be unreasonably denied when the request is for a mutually agreed upon duration (normally not to exceed three (3) years) and shall primarily entail teaching responsibilities where the participant's expertise contributes to the mission of the department, division, or other appropriate unit. Once approved, a participant may petition to amend the duration of the partial phased retirement prior to its expiration. In no case, once approved, will requests to return to full-time status be approved. Participation in the program may be extended by mutual agreement.

C. Rights and Obligations of Program Participants:

1. The workload and salary reduction for each individual participant shall be specified in the individual's agreement for participation. To the extent possible the assignment will be as specified in the proposed work plan. However, specific course assignments shall be subject to the needs of the department, college and university in accordance with Article 11.
2. Employee benefits for participants shall be treated as follows:
 - a. Group term life insurance – Amount of insurance shall be based on the reduced salary. Allocation of premiums shall be unaffected by participation in the PPRP.
 - b. Group health insurance – Eligibility for coverage and allocation of premiums shall be unaffected by participation in the PPRP.
 - c. Faculty and Salaried Employees Retirement Plan eligibility for participation shall be unaffected by participation in the PPRP. Percentage contributions by the University and unit member shall be unaffected by participation in the PPRP and shall be based on the reduced salary.
 - d. Federal Retirement – Participation and contributions shall be maintained and /or modified in accordance with applicable Federal and / or State laws and / or regulations.
 - e. Long-Term Disability Insurance – Eligibility for participation shall be unaffected by participation in the PPRP. Benefit levels shall be based on the reduced salary.
 - f. Employee and Dependent Tuition Waiver – Eligibility and benefits shall be unaffected by participation in the PPRP.
 - g. Disability leave and annual leave – The rate of accruals shall be based on the reduced workload.
 - h. Other paid and unpaid leaves – Eligibility and conditions shall be unaffected by participation in the PPRP. Pay, in the case of paid leaves, shall be based on the reduced salary.
 - i. Tax-sheltered annuities – Eligibility shall be unaffected by participation in the PPRP, subject to applicable IRS criteria.
3. Unit members who on the commencement of their participation in the PPRP, have tenure, continuing contract or an appointment in the rank of Lecturer with at least six years of service shall retain their respective appointment status while participating in the PPRP.
4. Eligibility for any future salary increases which may be granted to members of the faculty unit shall be unaffected by participation in the PPRP.
5. Calculation of length of service prior to participation in the PPRP for retrenchment purposes shall be unaffected by participation in the PPRP. Additional service credit for retrenchment purposes for each year of participation in the PPRP shall be in proportion to the reduced workload.
6. Unit members who participate in the PPRP may at their option elect to receive their annuity or pension from TIAA-CREF or approved alternative vendors, or the Federal retirement system, whichever is applicable, subject to the following limitations:
 - a. Unit members who elect to receive their Federal retirement system annuity shall receive salary and annuity amounts subject to applicable laws and / or regulations.

7. Unit members who are within three years of the date of full retirement, who are working no more than 50% of full-time, and who have attained the age of 55 may also elect to receive cash distribution from TIAA-CREF or approved alternative vendors in accordance with the procedures and regulations of the Internal Revenue Service and the vendor.

D. General Provisions:

1. The “normal retirement age” shall remain age 65 for other purposes.
2. The PPRP shall be independent of the Incentive Retirement Plan described in Article 21, Section J. If a unit member in the PPRP elects to participate in the IRP, computation of the incentive shall be based on the reduced salary at the time of early retirement increased on a proportionate basis to a full-time salary for the individual.
3. Participation in the PPRP may extend beyond the age of 65.
4. In the event that any provision of this Memorandum is found to be inconsistent with existing State or Federal law, the provisions of such State or Federal law shall prevail and if any provision herein is finally determined to be invalid or unenforceable by a court or other authority having jurisdiction, such provision shall be considered void but all other provisions hereof shall remain in full force and effect. Negotiations on the provision found invalid shall commence within thirty (30) days of a request of either party.

Employee: _____

Campus: _____

Recommendations:

a) Department

Approve Disapprove *Peer Committee Chair* Date
Signature & Title

b) Administrative
Officers

Approve Disapprove *Dean / Director* Date
Signature & Title

Approve Disapprove *Vice President / Provost* Date
Signature & Title

Approve Disapprove *Signature & Title* Date

c) President:

Approve Disapprove *President's Signature* Date

d) Chancellor's
Designee:

Approve Disapprove *Chancellor's Designee Signature* Date

Agreement for PPRP
University of Maine System
AGREEMENT FOR PARTICIPATION
Partial / Phased Retirement Program

To be prepared by university HR office for appropriate signatures

This agreement, by and between the University of Maine System and _____, (employee's name) together with additional documents which are appended to or referenced in this agreement, shall constitute the terms for the employee's participation in the PPRP.

1. Participation in the PPRP shall commence on _____ (effective date) and shall conclude on _____ (expiration date) when the employee shall retire from the University of Maine System.
2. The workload during the period of participation in the PPRP shall be determined in accordance with applicable provisions of the collective bargaining agreement for:

Please ___ the Associated Faculties of the University of Maine System; or
check ___ the Universities of Maine Professional Staff Association; or
check ___ the Non-Represented Faculty, Professional and Administrative Staff handbook.

This workload shall be considered to be _____ % of the normal full-time workload.

<i>Effective date</i> _____	_____ %	<i>If percentage of workload will vary at different times during the period of PPRP participation, state all dates and percentages.</i>
<i>Effective date</i> _____	_____ %	
<i>Effective date</i> _____	_____ %	

3. The employee's salary during the period of participation in the PPRP shall be proportionate to workload, except as the employee and the University of Maine System, in consideration of applicable retirement rules and regulations, have otherwise agreed herein (see attached). Annual salary on the effective date of the employee's participation in the program shall be \$ _____, which shall be adjusted in accordance with applicable provisions of the collective bargaining agreement or handbook.
4. Other rights and privileges of the employee during his/her period of participation in the PPRP shall be maintained or established in accordance with the applicable terms of the collective bargaining agreement or handbook between the University of Maine System and the employee.
5. This agreement shall be effective upon approval by the Chancellor or designee. Modifications to this agreement shall require the filing and approval of a new PPRP application. This agreement shall be revocable only by mutual consent of the employee and the University of Maine System except as described in the applicable CBA or handbook between the University of Maine System and employee.

Employee	Date
Campus President	Date
Chancellor or Designee	Date

Appendix K – Alternatives-to-Teaching Duties Associated with the Birth or Adoption of a Child UM MOU

MEMORANDUM OF UNDERSTANDING University of Maine System and the Associated Faculties of the University of Maine

Alternatives-To-Teaching Duties Associated with the Birth or Adoption of a Child- University of Maine

The University of Maine System and the Associated Faculties of the University of Maine agree to amend the workload provisions of the current Agreement for a period commencing September 1, 2008 and ending June 30, 2009 to enable faculty members at the University of Maine System to have access to a leave of absence associated with childbirth and adoption

All tenure-track and tenured academic year appointees who have substantial responsibility for the care of a newborn child or a child placed for adoption and who have exhausted all accrued disability leave available for absence related to childbirth, child care or adoption, may request to be assigned to alternative work assignment for one semester or the balance of the semester in which the sick leave is used. These alternatives are intended to substitute for up to the faculty member's full teaching load. Such assignments shall be made pursuant to Article 11- Workload with consultation between the faculty member, department or division or other appropriate unit chairperson and subject to the approval by the chief administrative officer or designee. Eligibility for such assignments shall normally extend from 3 months prior to 12 months following the birth or placement and shall be concluded within 12 months following the birth or placement. Normal salary payments will continue during this period. No faculty member will be penalized for making use of this policy. Faculty members serving in alternative work assignments under these provisions shall not be eligible for overload compensation.

As soon as practicable, the individual planning on taking alternative-to-teaching duties must:

- a) inform her or his peer committee and, in consultation with the department chair, develop a plan for alternative-to-teaching duties,
- b) complete the Request for Alternative to Teaching Duties form and forward, along with the plan outlining alternative duties to be performed, for review and approval to the chair, dean and Provost, approval of such plans shall not be unreasonably denied.
- c) file a report with the Department Chair upon completion of these duties. This report will become part of the annual faculty report.

Information about this program will be included in the faculty handbook and in materials distributed by Human Resources, including on the Family Friendly web site. Deans, chairs, directors and peer committees will be informed about the program.

Some examples of alternative-to-teaching duties options

(Please note that this is not meant to be a comprehensive list; other options are possible.)

Work on departmental administrative projects.

- Work associated with university reaccreditation
- Work associated with departmental external review, including writing the self-study, compiling information needed for the self-study, working with external reviewers
- Work associated with curriculum development, including curriculum transformation and the introduction and development of technology in the classroom, and the development of distance learning options
- Work associated with the development of new departmental initiatives
- Work associated with networking with community groups linked to the department or to alumni of the department mentoring colleagues
- Mentoring colleagues

Work on college projects

- Workshops on teaching or research topics
- Participation in college committees, such as chair search committees, standing and ad hoc committees
- Involvement in college level work for accreditation
- Curriculum development
- Involvement in networking and development work

Work on university and system projects


- System-wide committees and project
- Comparative analysis of UM programs and programs at other universities

Policy on Course Coverage Following the Birth or Adoption of a Child

As described in the Policy on Alternatives-To-Teaching Duties Associated with the Birth or Adoption of a Child, academic appointees who have substantial responsibility for the care of a newborn child or a child placed for adoption may substitute alternative-to-teaching duties for up to the faculty member's full teaching load.

Academic departments and department chairs are responsible for considering options to cover the course load of the faculty member who is using an alternative-to-teaching assignment. These options may include reassigning the course to another qualified departmental faculty member as part of their normal load, assigning the course to a faculty member as an overload, hiring adjunct faculty, canceling the course, or rescheduling the course in a different semester. The cost for one course from a resulting overload or adjunct hire will be funded by the Provost's Office. The cost for covering any other course or courses will be funded by the individual's department or college.

 date 5-20-08
UMS

 date 5/16/08
AFUM

APPENDIX L - APPD-EHPTF Plan Design Recommendations

Health Program		Plan Design Effective 2/1/2014	
Base Health Plan	Provision	POS - In Network	CompCare
	Inpatient Hospital Deductible	Meet or exceed UMS Quality and Cost criteria = \$0	Meet or exceed UMS Quality and Cost criteria = no change
		Below UMS Quality and Cost criteria = \$100 IP Deductible	Below UMS Quality and Cost criteria = additional \$100 IP Deductible
	Non-Wellness PCP Visit Co-pay/Coinsurance	Meet or exceed UMS Quality criteria = \$10	UMS Cost & Quality design criteria = Subject to Current deductibles then 15%
		Below UMS Quality criteria = \$20	Below UMS Quality criteria = Subject to Current deductibles then 20%
	Specialist Co-pay	Meet or exceed UMS Quality criteria = \$20	Meet or exceed UMS Quality criteria = no change
		Below UMS Quality criteria = \$25	Below UMS Quality criteria = Subject to Current deductibles then 75%
	Selection of PCP Required	Yes	Yes (no referrals required)
	Urgent Care Facility	\$25	\$25
	Emergency Room Visit (if not admitted)	\$100	Additional \$100 deductible per visit
Prescription Drugs	Co-pays	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40
	Step Therapy	Yes (existing therapies grandfathered)	Yes (existing therapies grandfathered)
Health & Wellness	Participation Incentive - Phase I	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium
	Biometric Screening	Total Cholesterol (TC) HDL TC/HDL Ratio Triglycerides Glucose Blood Pressure Weight Height	
	Wellness Points Health Assessment	umsrlseup.maine.edu umsrlseup.maine.edu	

*UMS current methodology for Tiering can be found on the UMS Benefits webpage at: <http://www.maine.edu/system/hr/medicalqip.php>. Current UMS criteria may change as UMS refines the criteria in conjunction with the Maine Health Management Coalition and the Employee Health Plan Task Force (EHPTF).

Appendix M - Workgroups

Workgroups

The parties agree to the following for the term of the 2015-2017 collective bargaining agreement. The contract may be reopened to negotiate over any areas which may necessitate changes due to APRIP recommendations.

Committees will be formed comprised of AFUM and UMS representatives, selected by the respective party, to discuss and study the following during the term of this agreement:

- Student evaluations – study best practices, including training and student signatures.
- Peer evaluations – develop a joint Association/University training to be provided to peer committees and Administrators involved in the evaluation process. The work will be completed so as to allow initial training sessions to be scheduled in the Spring 2016 Semester.
- Faculty hiring – study career paths in the lecturer job category and also clinical and practice hiring lines.
- Faculty Composition – study best practices regarding faculty composition, including full-time and part-time.
- Faculty Compensation – agreed to meet and discuss incentive pay programs with the understanding any such programs would be subject negotiation between the parties.



Agreement

between

University of Maine System

and

**Universities of Maine
Professional Staff
Association**

Professional and Administrative Unit

July 2019 June 2021

Agreement *between* University of Maine System *and* Universities of Maine Professional Staff Association, MEA/NEA
July 2019 – June 2021

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The Agreement between the University of Maine System and the Universities of Maine Professional Staff Association effective July 1, 2019 may be found on UMPSA's and the University's web sites: <http://umpsa.org/> and <https://mycampus.maine.edu/group/mycampus/labor-relations>

Article 1 – Recognition

- A. The Board of Trustees of the University of Maine System (hereafter the Board) recognizes the Universities of Maine Professional Staff Association (MEA/NEA) (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine System Labor Relations Act, in the professional and administrative staff bargaining unit (hereafter unit members). Unit members are University employees in titles included in the professional and administrative staff bargaining unit as a result of the Certification by the Maine Labor Relations Board on March 30, 1979, and any subsequent agreements reached between the parties.
- B. The parties agree that during the term of this Agreement in the event new titles are created which may result in additions to or exclusions from the bargaining unit, the University shall inform the Association bi-monthly regarding such new titles. The parties may discuss and attempt to reach agreement regarding the appropriate unit placement of such new titles and of existing titles when changes in their job descriptions occur which may result in additions to or exclusions from the bargaining unit. In the event the University wishes to exclude titles when changes in job duties and/or titles of existing positions occur, the University will provide written notice to the Association of its intent. The Association shall have twenty (20) business days to respond with regard to the approval or disapproval of the University's request. If the Association does not respond, the exclusion shall take effect and supersede the provisions of Section C below.
- C. If the parties disagree on the placement of a title, the matter may be referred to the Maine Labor Relations Board by either party for determination.
- D. If the parties disagree on the placement of a title and the final determination places the title in this bargaining unit, the individual(s) shall be entitled to applicable salary and fringe benefits contained in this Agreement, retroactive to the effective date of change.
- E.
 - 1. The University will review all positions currently included in the bargaining unit that have been designated as eligible for overtime because they are non-exempt under the Fair Labor Standards Act (FLSA). The University will solicit information from the unit member and supervisor and make a determination of exemption status under current FLSA regulations. The University will inform the Association of these determinations at the same time that it informs affected employees.
 - 2. Any positions determined to be non-exempt from the FLSA will be removed from the bargaining unit and placed in an hourly pay status. The University will provide a list of these positions to the Association four weeks prior to taking action to remove the positions from the bargaining unit. If the Association objects to the removal of any positions from the bargaining unit, the parties will jointly request a clarification of the bargaining unit from the Maine Labor Relations Board.
- F. The University and Association shall form a joint committee to review the unit placement of positions which supervise unit members and will make recommendations to the parties by January 1, 2013 which shall be considered by the negotiating teams for the successor contract.

Article 2 – Management Rights

- A. The Board and the Association agree to maintain the academic character of the University of Maine System (here after University) as an institution of higher education.
- B. The rights, functions, powers, duties and responsibilities of the Board and its officers and agents, under applicable state law and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents except as modified by this Agreement.

- C. Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of the University so long as such rights are not in conflict with a stated term of this Agreement.
- D. Nothing contained in this Agreement shall be construed to prevent the Board and its officers and agents from meeting with any individual or organization to hear views on any matters. The Board or its officers and agents shall at all times be cognizant of the status of the Association as the sole and exclusive bargaining agent under the University of Maine System Labor Relations Act for unit members.

Article 3 – Association Rights

- A.
 - 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The Association agrees a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.
 - 2. The Association shall be allowed reasonable use of the intra-campus mail system. The Association shall pay only the amount required of campus organizations for this privilege.
 - 3. The University shall allow at no cost to the Association the listing of a campus or other designated phone number for the Association in each campus directory.
 - 4. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus. The Association shall pay only the amount required of other campus organizations for this privilege.
 - 5. The Association shall have access to the use of available campus office equipment at reasonable times.
 - 6. Unless otherwise stated in this Article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities.
- B.
 - 1. Within the months of February, April, June, August, October and December of each year and at no cost to the Association, the University shall supply the Association with a standardized MEA electronic data file, to include e-mail addresses. Once standardized, no changes will be made to the data file during the life of this Agreement.
 - 2. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees in a timely manner.
- C.
 - 1.
 - a. Nine (9) negotiating team members designated by the Association shall be permitted to participate in collective bargaining negotiations with the University during the normal working hours of the University upon notification by the Association that negotiations are requested. The Association shall be entitled to purchase one (1) day for each member of the bargaining team, not to exceed nine (9) days, for negotiations preparation. The costs associated with these days shall be charged against the funds available to implement this Agreement.
 - b. The designated negotiating team members shall inform their supervisors prior to leaving the work site to participate in negotiations.
 - c. The Association acknowledges that negotiating team members fulfill their assigned responsibilities.
 - d. The Association shall inform the University of the names of the nine (9) designated negotiating team members as far in advance of negotiations as is practicable.
 - 2.
 - a. The Association may designate one grievance chairperson for each campus except the UM shall be entitled to two grievance chairpersons and USM shall be entitled to three grievance chairpersons, one to be located at Portland, Gorham, and at Muskie in Augusta.

- b. The grievance chairpersons shall have the right to investigate grievances, consult with the grievant and prepare for and attend grievance hearings or meetings during the normal working hours of the University.
 - c. The grievance chairperson shall inform his/her supervisor prior to leaving the work site.
 - d. The Association commits itself to a reasonable use of this privilege and understands that a grievance chairperson must fulfill his/her assigned responsibilities.
3. Designated Association leaders shall be granted up to a combined total of thirteen (13) days for each year of this Agreement to attend conferences and/or training sessions sponsored by the Association, and for preparation time for negotiations. Up to ten (10) unused days may be carried forward from one year to the next, within the period of this Agreement. Written notice of such sessions shall be provided at least seven (7) days prior to the event to the appropriate supervisor. At the same time the unit member shall also send a copy to the office of The Director of Labor Relations.
 4. The Association shall provide the University with a list of all unit members who are to be grievance chairpersons. Any changes shall be promptly reported.
 5. Upon notice to the appropriate supervisor, the Association president, vice president and / or the chief negotiator shall be granted release time to perform Association business during the normal working hours of the University on up to a combined total of twenty (20) days per fiscal year. The number of days available for this purpose shall be prorated in the fiscal year in which this Agreement is executed.
- D. The Association may request a lockable office for Association use pursuant to existing campus procedures at The University of Maine, the University of Southern Maine, the University of Maine at Machias, the University of Maine at Farmington, the University of Maine at Augusta, the University of Maine at Presque Isle, and the University of Maine at Fort Kent. An office shall be provided to the Association if available. The Association President shall be provided with a lockable file cabinet with padlock.

Article 4 – Meet and Consult

- A. The parties agree in the best interest of employee morale and effective delivery of services that, periodically, University administrators shall meet with the unit members under their supervision to discuss the status, direction, and/or proposed alterations of the program(s).
- B.
 1. Upon request of either party the Chancellor and/or designees of the Chancellor shall during the term of this Agreement meet with a committee appointed by the Association for the purpose of discussing matters necessary to the implementation of this Agreement.
 2. The request for any such meetings shall include a list of the specific matter(s) to be discussed. A copy of any request shall be sent simultaneously to the System Office Director of Labor Relations and the Maine Education Association's Bangor office.
 3. If the matters to be discussed are University-wide, appropriate arrangements will be made by the Chancellor's office to schedule the meeting within two (2) weeks of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed eight (8) persons. Four (4) meetings per year, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
 4. If the matters to be discussed are related to a particular campus, the Chancellor's Office will notify the chief administrative officer of that campus who shall make the appropriate arrangements to schedule the meeting within two (2) weeks of receipt of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed six (6) persons. Two (2) meetings per year per campus, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.

5. Such meetings shall not be for the purpose of discussing specific grievances, conducting collective bargaining negotiations on any subject, or modifying, adding to or deleting any provision of this Agreement.
6. Matters of common concern, other than those specified in paragraph B.1. may be placed on the list of matters to be discussed with the Chancellor by mutual agreement of the Chancellor and the Association.

Article 5 – Personnel File

- A. Each campus shall maintain, for official University purposes, one (1) official personnel file for each unit member. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate material relating to the unit member's employment. Unit members shall be informed by the University of the location of the official personnel file. A supervisor's personal notes regarding the employee, counseling memorandum/letters of direction, equal opportunity complaints including supporting documentation, and records relating to grievances and/or arbitrations, are specifically excluded from the official personnel file except as otherwise provided by Article 15, Paragraph E(4).

Handling of sensitive documents which are prepared for retention in the official personnel file (referenced above) should occur with regard for the subject employee's concern for appropriate privacy and the University's proper interests. No information or material from the official personnel file shall be released to any outside person, organizations or institutions without the prior written permission of the unit member.

Excluded from this requirement is any release of information that is specifically required by statute or governmental regulation, subpoena or other court orders; however, should such information be provided, the bargaining unit member will be timely informed of what specific information is being provided and to whom such information is released, unless such notification is contrary to the statute, regulation, subpoena or court order.

- B. Unit members shall be sent a copy of all material henceforth placed in the file at the same time as it is placed in the file. Anonymous, unattributed or inappropriate material shall not be placed in the file. A unit member shall have the right to submit a written response to any material placed in the personnel file. This written response shall then be filed and attached to the appropriate file material. Any correspondence addressed to a unit member that is to be placed in the personnel file shall be sent to the unit member "cc: Personnel File."
- C. Unit members shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept. A unit member may obtain copies of any material in the personnel file. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept. A unit member whose regular work location is not in the same city or town as the location where her/his personnel file is maintained may request from the file custodian that a paper or electronic copy of the file be sent to the unit member at no cost to enable the unit member to examine the file. The request must be a signed written request or sent from the unit member's Maine.edu account. The copy of the file will be sent to a University physical address or a member's Maine.edu e-mail address. Such a request may be made no more than once per year. The file custodian will provide the requested copy of the file as soon as practicable and no later than ten (10) business days after the request.
- D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including any relevant professional accomplishments.
- E. A unit member may indicate in writing to the file's custodian those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for their removal.
- F. In a specific personnel action no use may be made of any material which has not been properly and timely placed in the official personnel file with the exception of recommendations regarding a specific personnel

action by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific action. In addition, counseling memorandum may be used by the University as documentation of prior discussions to support subsequent personnel actions in the specific area covered by the memorandum for 12 months following the issuance of the letter.

- G. The file shall be available to authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.
- H. The Association or duly designated representative shall have access to a unit member's personnel file providing written authorization has been granted by the unit member to the custodian of the files. The Association or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the unit member.
- I. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.
- J. If the Association requests material relevant to a grievance that did not accompany the grievance, the University will make a reasonable effort to provide relevant material that is in its possession unless provision of such material is deemed by the University to be violative of its responsibility under 1 MRSA S401-410.
- K. Materials relating to a bargaining unit member's evaluation and any other sensitive information pertaining to a unit member's employment shall be treated with appropriate safeguards which respect the employee's privacy. Appropriate safeguards include measures such as envelopes, folders, and secure electronic files.

Article 6 – Appointment, Reappointment and Non-Reappointment

A. Appointment

- 1. Persons appointed to positions which under the University of Maine Labor Relations Act would result in bargaining unit status shall be given an appointment which includes a probationary period.
- 2. Upon the appointment of a new regular employee to a bargaining unit position, the University shall forward a copy of the appointment letter for said employee to the Maine Education Association in care of the UMPSA President.

B. Probationary Period

- 1. Each new employee shall be required to serve an initial six (6) month probationary period and shall be made known in writing at the time of the initial appointment. The University may extend the probationary period by an additional six (6) months of active employment by providing a reason(s) to the unit member in writing. The University shall send the Association a copy of the probationary extension notification solely for informational purposes. The lack of notice to the Association shall not constitute any grounds to diminish the University's right to extend the probationary period. The University may grant a continuing appointment prior to the end of the probationary period that was established at the time of appointment. The probationary period for a unit member with a soft-money appointment shall be in accordance with Article 10. The probationary period for a unit member with a non-renewable fixed length term shall be in accordance with Article 31.
- 2. During the probationary period, the person shall be evaluated in writing prior to the completion of the initial six (6) month period of the appointment. A decision to terminate a unit member for unsatisfactory job performance any time between the completion of the initial six month period of appointment and the end of the probationary period shall be supported by an unsatisfactory written evaluation.
- 3. A unit member shall be given at least one (1) month written notice or pay and benefits in lieu of notice that his/her employment will be discontinued within the probationary period, or that he/she will not be reappointed beyond the probationary period. Such notice shall not be required in the event of the termination of a unit member for just cause during the probationary period, the expiration of non-renewable fixed length appointment, or the cessation of funding in the case of a unit member with a soft

money appointment. In the event that a unit member is provided with pay and benefits in lieu of notice, the unit member must also continue to contribute his/her proportionate share.

4. Fogler Library – The University of Maine: The initial 6-month probationary period for Librarian/Professional I at the Fogler Library may be extended by an additional six-months in accordance with the provisions of B 1. UMS may extend the probationary period by up to an additional year, resulting in maximum probationary period of 24 months, with mutual agreement of the employee, UMPSA, and UMS. If an employee who has had their probationary period extended beyond one year is terminated prior to completing the extended probationary period, they will receive 2 week's severance pay in addition to the notice or pay and benefits in lieu of notice per the provisions of B. 3.

C. Reappointment

Except for unit members with soft money or non-renewable fixed length appointments, unit members who are reappointed beyond the probationary period shall receive a continuing appointment. Unit members with soft money or non-renewable fixed length appointments shall not be eligible for continuing appointment status.

D. Information to be provided to unit members

A unit member shall receive current information regarding:

1. the existing evaluation system applicable to the unit member;
2. the unit member's job description;
3. a copy of this Agreement;
4. the unit member's work schedule; and
5. fringe benefits.

E. Appointment Status

1. "Probationary appointment" shall mean an appointment which is without continuing appointment status and which is neither a soft money nor non-renewable fixed length appointment. Probationary appointees may be removed subject to the provisions of this Article; Article 7, Job Openings and Promotions; Article 8, Termination; or they may leave employment by resignation or retirement.
2. "Continuing appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 8, Termination, or Article 9, Layoff and Recall, or by resignation or retirement.
3. "Soft money appointment" shall be in accordance with the terms of Article 10.
4. "Non-renewable fixed length appointment" shall be in accordance with the terms of Article 31.

Article 7 – Job Openings and Promotions

A. Career Ladders

Classification structures providing for non-competitive promotion from one title to others within the professional bargaining unit are available for all unit members if mutually agreeable between the employee and the supervisor. Procedures for such promotions may be revised or developed by the University during the period of this Agreement. The University will provide affected unit members and the Association with an opportunity to comment regarding revised or developed procedures. The University will notify the Association of such changes. Upon receipt of such notification the Association will have a period of ten (10) working days in which to review the revised or developed procedures and approve or disapprove. If the Association fails to respond within ten (10) working days, the Association shall be deemed to have approved such revisions or developments.

B. Job Openings

1. Whenever a job opening occurs for a position or title included or leading to inclusion within the professional bargaining unit that is anticipated to last more than one hundred eighty (180) days, professional position announcements shall be placed on designated bulletin boards at each location throughout the University System, campus newsletters, and campus websites. At each campus at least one bulletin board shall be in a location that is not in the immediate vicinity of the human resources / personnel office. Any posting shall include the type of appointment, its length if applicable, summary of the duties to be performed, qualifications, job status, and work year and salary range for the position. A copy of such notices shall be promptly furnished to the Association at that time. In the event of positions filled by (a) persons specifically identified for positions in funded grants, (b) post-doctorate research associates, (c) recruitment in accordance with an applicable Affirmative Action Plan, (d) internal candidates within a department when all unit members within the department have been given timely notice of the opening, or (e) by mutual agreement of the Association and the University, the University shall be required to post internally but not required to conduct a search.
 2. Applications shall be submitted in writing in accordance with the notice of the opening and the applicants shall identify themselves as unit members.
 3. Unit members from the campus at which the opening exists shall be considered prior to other applicants. Any internal candidate who meets the minimum job qualifications will be given an interview prior to external candidates.
 4. The unit member best qualified for the position may be selected to fill the opening. Where two or more applicants are equally qualified, the applicant with the greatest length of relevant University service, if any, shall be selected. The University may hire the most qualified candidate regardless of whether they are internal or not.
- C. 1. Unit members with continuing appointments who are selected for such an opening shall be required to serve a sixty (60) day probationary period in the new position. Except in cases of termination for just cause, a unit member who is not continued in the new position during or at the conclusion of this probationary period shall have the right to return to his or her former position and resume the continuing appointment. Unit members who are continued in the new position after the conclusion of this probationary period shall be given a new continuing appointment except in cases where the new appointment is a soft money or non-renewable fixed length appointment.
2. Unit members with probationary appointments, including those in the probationary period of a non-renewable fixed length or soft money appointment, who are selected for such an opening shall have the status of new employees and shall serve a probationary period in the new position in accordance with Article 6.B. Unit members with soft money appointments who have completed a probationary period who are selected for such an opening shall serve a probationary period in the new position which shall not exceed six (6) months. The unit member's related University experience, if any, shall be considered by the University in the determination of the length of the probationary period in the new position.
- D. The University shall post notices of vacancies for professional positions which are not included in the bargaining unit. Such notices shall be posted on all bulletin boards as described in this Article.

Article 8 – Discipline and Termination

A. Definitions:

1. "Termination" shall mean the removal from employment of: 1) a unit member with a continuing appointment at any time; 2) a unit member, following completion of the probationary period, with a non-renewable fixed length appointment or soft money appointment during the period of the appointment or funding for the position; or 3) a unit member during the probationary period without notice as provided in Article 6, Appointment, Reappointment and Non-Reappointment.

2. "Suspension" shall mean the temporary removal of a unit member from the performance of duties. Suspension may be with or without pay.
 3. "Discipline" shall mean such things as reprimands, disciplinary demotions, transfers or unusual limitations on access to University facilities or services.
- B. No unit member shall be terminated, suspended without pay or disciplined without just cause.
 - C. A grievance regarding the discharge of a unit member may be initiated at Step 2 of the grievance procedure as set forth in Article 15, Section C, within twenty (20) days after the notification of discharge.
 - D. A unit member who is terminated, suspended or disciplined shall be given prompt written notice of the action taken and the reasons therefore.
 - E. Prompt written notice of the termination, suspension or discipline of any unit member shall be given to the Association's respective campus grievance chairperson or campus chapter president or UniServ Director. This notice shall not be required in the case of an oral reprimand.
 - F. A unit member may be suspended with pay for up to ten (10) working days in order to conduct an investigation which may result in termination, suspension without pay or discipline. The unit member may be represented by an Association representative during the investigation who shall receive copies of any correspondence to the unit member regarding the investigation. In the event that the unit member is exonerated, all pay lost from a resulting suspension without pay shall be returned to the unit member.
 - G. A written reprimand shall not remain in effect for a period of more than eighteen (18) months from the date of occurrence upon which the reprimand is based, provided that the unit member has not otherwise been disciplined during such period and shall be removed from the employee file at the end of the period upon request of the unit member.

Article 9 – Layoff and Recall

- A. "Layoff" shall mean the discontinuance of a unit member with a continuing appointment at any time for bona fide financial or program reasons.
- B. The University shall designate the layoff unit within which layoff may occur and the positions within said layoff unit which will be eliminated.
 1. Unit members within the designated layoff unit shall be grouped into the following categories:
 - a. unit members without continuing appointments.
 - b. unit members with continuing appointments with less than five (5) years of relevant University service.
 - c. unit members with continuing appointments with at least five (5) years, but less than ten (10) years of relevant University service.
 - d. unit members with continuing appointments with at least ten (10) but less than fifteen (15) years of relevant University service.
 - e. unit members with continuing appointments with fifteen (15) or more years of relevant University service.
 2. Unit members who occupy a position which will be eliminated within the designated layoff unit may retain employment in another position within the layoff unit which will not be eliminated provided that:
 - a. The position to be retained is occupied by a unit member in a lower designated category;

- b. Retention of employment shall be in that position, if any, which is occupied by a person in the lowest category in the layoff unit for which the unit member in the position to be eliminated possesses skills, training and qualifications necessary to perform the services to be maintained.
 - c. Qualifications referenced in 9.B.2.b as determined by the University shall be reasonably related to the services to be maintained.
3. Selection for layoff among unit members within the same category in the layoff unit shall be based upon assessment by the University of relative skills, experience and evaluations, the needs of the University, and affirmative action goals. When unit members within the same category in the layoff unit are equal in regards to the aforementioned criteria, length of continuous University service at the campus shall determine the selection for layoff, with the least senior employee laid off first.
- C. 1. Unit members with continuing appointments with less than five (5) years of service shall receive at least six (6) months' notice of layoff in writing or four (4) months' pay and benefits in lieu of notice. Unit members with continuing appointments with five (5) or more years of service shall receive at least six (6) months' notice of layoff or the equivalent in pay and benefits in lieu of notice; with the agreement of the affected unit member, a combination of notice and pay and benefits in lieu of notice totaling six months may be provided. The following shall be the additional months of severance pay received by unit members with continuing appointments after active employment ceases based on their length of service. For the purpose of this section benefits shall be defined as health, dental, and life insurance. It is further understood and agreed that benefits are subject to the employee payment of their share of benefits costs:

Years of Service	Severance Amount in Months
less than 2 years	1/2
at least 2 but less than 6 years	1
at least 6 but less than 8 years	2
at least 8 but less than 10 years	3
at least 10 but less than 12 years	4
at least 12 but less than 14 years	5
at least 14 but less than 16 years	6
at least 16 but less than 18 years	7
at least 18 but less than 20 years	8
at least 20 but less than 22 years	9
at least 22 but less than 24 years	10
at least 24 but less than 26 years	11
26 years or over	12

One-half of the number of months of additional severance pay for which the unit member is eligible will be paid as a lump sum payment at the time of layoff. For this purpose, the number of months to be paid as a lump sum will be rounded to the next full month if a fraction. Severance pay which is paid as a lump sum will be unaffected by future employment with the University. The remainder of the severance pay shall be paid on a monthly basis for the number of months remaining in the severance pay period. If the unit member is re-employed by the University during this portion of the severance pay period, remuneration under this Article shall be reduced by the amount of salary paid in the position in which re-employed. Severance payments shall include the University's contribution to the TIAA-CREF retirement plan and deductions for the unit member's contribution to TIAA-CREF retirement plan shall be made from the severance payments.

- 2. Unit members who have been laid off shall be eligible to participate at their cost in University group life and health insurance for one (1) year following the effective date of layoff, except if recalled within three (3) months, the University shall reimburse the unit member for the University's share of the premium payment.

3. Unit members who have accumulated unused annual leave balances shall be reimbursed for such balance in accordance with Article 19, Section D.3.
 4. Unit members recalled after layoff shall not be considered to have suffered a break in service for purposes of seniority and sabbatical eligibility.
- D. In lieu of layoff or displacement a unit member under this section may voluntarily be placed by the University in a vacant continuing appointment eligible position in the bargaining unit for which the unit member is qualified. This provision shall supersede the provisions of Article 7, Section B. All offers and acceptances shall be in writing.
- E. 1. For two (2) years following the effective date of layoff, a unit member who has been laid off, who indicates
a
- desire to be placed on a recall list, and who is not otherwise employed in an equivalent full-time University position, shall be offered reemployment in the same position at the campus at which previously employed at the time of layoff should an opportunity for such reemployment arise. The unit member shall resume the continuing appointment upon recall. The unit member shall receive the same salary which was received at the time of layoff plus any non-discretionary increases in salary or benefits received by the unit covered by this Agreement.
2. a. For two (2) years following the effective date of layoff all persons on the recall list shall regularly be informed of University position vacancy announcements in the unit by the campus of layoff for any other positions which result after completion of the procedures described in Article 7, Job Openings and Promotions, section B.1. University wide position openings will be posted at campus Human Resource offices or be made available by electronic media where such technology is available. A unit member may request forwarding of announcements by the campus of layoff. It shall be the unit member's responsibility to keep the campus of layoff advised of the unit member's current address for the purpose of sending vacancy announcements.
 - b. Upon application, persons on the recall list shall be offered reemployment in a substantially similar position at the campus at which previously employed at the time of layoff should an opportunity for such reemployment arise. The unit member shall resume the continuing appointment upon recall. The unit member shall receive the same salary which was received at the time of layoff plus any non-discretionary increases in salary or benefits received by the unit covered by this Agreement or the salary for the position if higher or lower.
 - c. Persons on the recall list shall be considered for any other vacancy described in section E.2.a of this Article upon application together with active unit members at the campus at which the vacancy exists.
3. Any offer of appropriate reemployment pursuant to this Article must be accepted within fourteen (14) days after the date the offer is received. In the event such offer of reemployment is not accepted, the unit member shall receive no further consideration pursuant to this Article. The Association is not barred from grieving this section.
- F. Unit members who desire to receive University life and health insurance and/or to be placed on a recall list in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of layoff. The University will inform unit members in writing prior to the effective date of the layoff of their eligibility to continue insurance coverage and to be placed on a recall list and the procedures to exercise either right.
- G. For two (2) years following the effective date of layoff, a unit member who has been laid off and who is on the recall list shall be eligible for the employee tuition waiver benefit described in Article 20. Dependent tuition waiver shall be in accordance with Article 20, Section K.
- H. When a layoff is ordered, the University shall inform the Association of the designated layoff unit and of the titles of positions to be eliminated and shall make available to the Association in a timely manner all information upon request.

- I. In the event of layoffs the University shall establish a recall list and promptly supply the Association with the list and any subsequent changes.
- J. This Article does not refer to unit members with probationary, soft money or non-renewable fixed length appointments.
- K. Unit members who are laid off and who have completed twenty (20) or more years of continuous, regular University service may continue to participate in the University's group health plan. This does not change existing contract provisions which allow laid off unit members to participate in the health plan at their cost for one year following layoff. Participation is only available if the unit member participated in the group health plan immediately before lay-off. The unit member shall be responsible for payment of all premium costs for personal and dependent coverage. Unit members covered by this policy are not eligible for any reduced premium costs which may be available to University retirees, unless the unit member would be eligible to retire (based on age and service) and does retire rather than receive the layoff. A laid off unit member who wishes to continue health plan coverage under this policy, must notify the University within thirty (30) days of the effective date of the layoff.

Article 10 – Soft Money Appointment

- A. 1. "Soft money appointment" shall mean an appointment which is the result of external funding from agencies, institutes or organizations over which the University has no financial control. The employment of a unit member with a soft money appointment shall be contingent upon such funding for the position. A unit member with a soft money appointment shall have no right to any reappointment beyond the length of the funding except as provided in this Article. The University, in the letter of appointment, shall clearly convey the intent of this section at the time of hire.
- 2. Appointments which are the result of soft money funding shall include a probationary period. The length of the probationary period shall be determined by the University but shall not exceed nine (9) months in length. Employment thereafter shall be contingent on continued funding from the granting agency for the position except as described in Section A.3. A unit member with a soft money appointment who has completed the probationary period for the position will not be terminated except for just cause. Written notice of cessation of employment as a result of discontinuation of funding from the granting agency shall be given as soon as possible to the unit member and to the Association. One month's notice of cessation shall be provided when possible. This notice shall be rescinded if continued funding for the position is obtained prior to the effective date of discontinuance.
- 3. a. In the event that bona fide financial or program reasons exist for the discontinuance of a unit member with a soft money appointment, the University shall designate a unit within which such discontinuance may occur.
- b. Unit members who occupy a position which will be eliminated within the designated unit may be retained in another position within the designated unit which will not be eliminated provided that:
 - i. the position to be retained is occupied by a unit member with less continuous, regular service at the campus; and
 - ii. retention of employment shall be in that position, if any, for which the unit member possesses skills, training, and qualifications which are at least substantially equal to those of the incumbent.
- c. Selection for discontinuance among unit members within the designated unit shall be based upon assessment by the University of relative skills, experience and evaluations, the needs of the University, and affirmative action goals. When unit members within the designated unit are equal in regards to the aforementioned criteria, length of continuous University service at the campus shall determine the selection for discontinuance, with the least senior soft money employee's position discontinued first.

- B. 1. A unit member with a soft money appointment who has completed the probationary period for the position and whose employment ceases pursuant to Section A of this Article shall be eligible to participate at his/her cost in University group life and health insurances for one year following the effective date of cessation of employment, except if recalled within three (3) months the University shall reimburse the unit member for the University's share of the premium payment.
2. Unit members recalled after such cessation of employment shall not be considered to have suffered a break in service for purposes of seniority and sabbatical eligibility.
- C. 1. For two (2) years following the effective date of cessation of employment, such unit member who indicates a desire to be placed on a recall list, and who is not otherwise employed in an equivalent full-time University position, shall be offered reemployment in the same position at the campus at which previously employed at the time of cessation of employment should an opportunity for such reemployment arise. The unit member shall receive the same salary which was received at the time of cessation of employment plus any non-discretionary increases in salary or benefits received by the unit covered by this Agreement.
2. a. For two years following the effective date of cessation of employment, all persons on the recall list shall regularly be informed of University position vacancy announcements in the unit by the campus of employment, for any other positions which result after completion of the procedures described in Article 7, Job Openings and Promotions, section B.1. University wide position openings will be posted at campus Human Resource offices or be made available by electronic media where such technology is available. A unit member may request forwarding of announcements by the campus of employment. It shall be the unit member's responsibility to keep the campus of employment advised of the unit member's current address for the purpose of sending vacancy announcements.
- b. Upon application, persons on the recall list shall be offered reemployment in a substantially similar soft money position at the campus at which previously employed at the time of layoff should an opportunity for such reemployment arise. The unit member shall receive the same salary which was received at the time of cessation of employment plus any non-discretionary increases in salary or benefits received by the unit covered by this Agreement or the salary for the position if higher or lower.
- c. Persons on the recall list shall be considered for any other vacancy described in Section C.2.a of this Article upon application together with active unit members at the campus at which the vacancy exists.
3. Any offer of appropriate reemployment pursuant to this Article must be accepted within fourteen (14) days after the date the offer is received. In the event such offer of reemployment is not accepted, the unit member shall receive no further consideration pursuant to this Article. The Association is not barred from grieving this section.
- D. Unit members who desire to receive University life and health insurance and/or to be placed on a recall list in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of cessation of employment. The University will inform unit members in writing prior to the effective date of cessation of employment of their eligibility to continue insurance coverage and to be placed on a recall list and the procedures to exercise either right.
- E. The University shall establish a recall list and promptly supply the Association with the list and any subsequent changes in said list.
- F. For two (2) years following the effective date of cessation of employment, a unit member who is on the recall list shall be eligible for one-half of the employee tuition waiver benefit described in Article 20.
- G. Soft money unit members whose employment ceases as a result of discontinuation of funding shall receive the following amounts of economic assistance, distributed on a first-come, first-served basis:

3 through 6 years of service	\$3,000
6 through 10 years of service	\$4,000
10 or more years of service	\$5,000

The payment of economic assistance to eligible soft money unit members with less than full-time appointments shall be made on a pro-rata basis. However, for an eligible soft money unit member with fifteen (15) or more years of service whose work year (e.g. fiscal year to nine (9) months) or job status (e.g. full-time to part-time) has been involuntarily changed and who is subsequently subject to soft money discontinuance within a three (3) year period from the effective date of the change, the payment of economic assistance will not be prorated. The University shall notify the Association as the funds are disbursed.

Effective on the date of execution of this agreement, this economic assistance pay shall be funded up to the amount of \$90,000, which shall be the University's total liability under this section for the term of the agreement.

Article 11 – Professional Rights

- A. No unit member shall be harassed, intimidated or coerced by the University as a result of the appropriate professional performance of assigned work.
- B. The University and the Association agree that unit members should have a work environment which is free of harassment and intimidation. Any unit member who believes there exists a hostile or intimidating work environment may file a grievance at Step 2 of the grievance procedure.
- C. No unit member shall be required to perform personal services by any University employee. Personal services are defined as providing support for activities that are not related to University business.
- D. When a unit member is assigned work by two (2) or more persons, it shall be the responsibility of the unit member's supervisor(s) to resolve conflicts in assignments which may arise.
- E. No unit member shall be required by the University to contribute to fund raising campaigns.

Article 12 – Job Descriptions

- A. The University will annually review with each unit member his or her existing job description. This will normally occur at the time of the annual performance appraisal.
- B. When significant changes in the unit member's assigned responsibilities occur, the University, with input from the unit member, shall promptly revise the official job description. The unit member shall be promptly informed of any revisions to the job description. If such changes occur, the unit member may exercise his/her rights under Article 17.C.
- C. Copies of any initial or revised official job description shall be promptly provided to the unit member and placed in the unit member's personnel file. A copy of any initial or revised official job description for each unit member shall be promptly supplied to the Association upon request.
- D. If a unit member believes the job description does not accurately describe his/her assigned responsibilities, that person shall prepare a written addendum to the job description and provide it to the appropriate supervisor for inclusion in the file. If any dispute results, the University shall make a reasonable effort to resolve the dispute as soon as possible.
- E. A unit member's job description will contain, at a minimum, the following elements:
 - 1. title;
 - 2. statement of the job, a concise statement of the primary functions of the position;
 - 3. a statement of major tasks or duties assigned;

4. to whom the position reports;
5. supervisory responsibilities, including number and type (classified, student, etc.) of employees supervised and scope of supervisory authority;
6. minimum qualifications for the position;
7. revision date.

Article 13 – Evaluation

- A. The University and the Association agree that a meaningful and effective performance appraisal system promotes and enhances on-going, two-way communication between supervisors and employees in order to:
- a) establish mutually understood performance expectations/goals;
 - b) provide feedback on accomplishments and areas in need of improvement;
 - c) develop a plan for maintaining job performance at a satisfactory level or for improving performance;
 - d) deal with specific serious performance problems as they occur.

The formal, written evaluation for each evaluation period summarizes the employee's job performance for that period.

- B. The University shall conduct annual evaluations for the continuing assessment of each unit member's job performance. Each evaluation shall be based on applicable evaluation criteria, which shall be related to skills, abilities, knowledge, and other factors relevant to the performance of the unit member's assigned duties.
- C. 1. Annual evaluations shall be conducted at least once each year after the probationary period is completed, and as scheduled in Article 6, Appointment, Reappointment and Non-Reappointment, for employees within their initial probationary period.
2. A unit member will normally be evaluated within the thirty (30) day period preceding the anniversary of employment or up to ten (10) days after the anniversary date. A campus or department may establish an alternate annual schedule for evaluation of unit members, which shall be communicated in writing to affected unit members and the Association at least (90) ninety days prior to the effective date of the alternate schedule. The change to an alternate evaluation schedule shall not be used to avoid the awarding of a satisfactory performance, due to a late or missed evaluation. The alternate schedule of evaluation shall include only the previous twelve-month period, or from the original anniversary date forward, whichever is shorter. If the annual evaluation is not conducted within thirty (30) days of when it should have been conducted, the evaluation shall be considered satisfactory for that year. A statement to that effect will be placed in the unit member's personnel file upon written request of the unit member to the campus Human Resources Office.
- D. The unit member's performance shall be evaluated by his/her supervisor. The supervisor may request additional input from other persons, including but not limited to other University employees familiar with the unit member's work, peers, clients or users of services. Such input, where utilized in the evaluation of a unit member, will be systematically requested. In those units where such additional input has been obtained in the past, this practice shall not be arbitrarily discontinued. Nothing in this section shall prohibit a unit member from requesting such input from other University employees, peers, clients or users of services.
- E. The unit member and the supervisor responsible for conducting the evaluation shall meet to discuss the unit member's performance, workload demands, and job description. This meeting shall not be recorded by means of an audio or video recorder without mutual consent of the participants. The written evaluation and/or discussion shall include specific comment on the unit member's strengths and weaknesses, and where necessary, shall suggest or direct specific methods for improvement.

- F. Confidentiality of the information is the shared responsibility of the unit member, the supervisor, any reviewing administrator(s) and the file custodian. Evaluation documents shall be handled in accordance with the provisions of Article 5.
- G. A copy of the final written evaluation shall be provided to the unit member within one week of its completion by the supervisor.
- H. The unit member shall sign and return a copy of the evaluation to the supervisor within seven (7) calendar days of its receipt by the unit member only for the purpose of acknowledging receipt of the evaluation. An unsigned copy of the written evaluation shall be placed in the personnel file if a copy of the evaluation is not signed and returned within the seven (7) day period.
- I. The Unit member shall have the right to append a written response or comments to the evaluation after receipt of the final written evaluation.
- J. The evaluation and timely response, if any, shall become part of the personnel file.
- K. In the event a grievance has been filed by a unit member concerning an action of his/her supervisor, the provisions of Article 15, E.1 shall apply to future evaluations.
- L. The form in Appendix C is the only form currently approved for use in the evaluation of unit members. If, during the life of this Agreement, a department, division or other appropriate unit desires to use an alternative form that alternative form must be submitted to the university Director of Human Resources who shall certify that the alternate form or procedure meets the requirements of this Article. Absent certification from the Director the evaluation form in Appendix C is the default evaluation for all members of the unit. A copy of any certified alternate form or procedure shall be forwarded to the Association.
- M. A Performance Improvement Plan may be an appropriate tool for the management of employee job performance when documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. A PIP shall occur following an unsatisfactory evaluation or at any other time where documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. No PIP shall be required for regular employees where cause exists for termination of employment and no PIP shall be required for probationary unit members.

Any Performance Improvement Plan (PIP) used in the performance management of UMPSA unit members shall be accompanied by documentation or evidence of unsatisfactory performance and shall be drafted with an opportunity for input of the affected employee. PIPs shall be documented on the PIP form attached in Appendix J and shall meet the following criteria:

1. All performance deficits will be clear, specific, and supported by evidence.
2. Goals shall be specific, objective, and measurable.
3. Where and when applicable and appropriate a statement of the assistance to be provided by the supervisor and/or others shall be connected to each objective.
4. A timeline for the evaluation and completion of the PIP. PIPs shall be for no longer than 90 days. However, this does not preclude subsequent PIPs.

In the instance where a PIP is completed in a satisfactory fashion the PIP shall be clearly marked as having been completed satisfactorily. A satisfactorily completed PIP shall be removed from the employee's file 18 months after satisfactory completion unless there are repeated performance concerns within those 18 months.

Article 14 – Work Year/Work Week/Work Schedule

A. Work Year

1. The work year for each unit member shall be for the number of months specified by the University at the time of appointment and shall include annual leave and holidays as specified in Article 19, Leaves.
2. The length of the work year for each unit member shall not be changed arbitrarily.
3. The University shall strive to implement work year changes at the start of the new work year.
4. Unit members may use accrued annual leave to cover any unpaid period during the transition to a shorter work year.

B. Work Week/Work Schedule

1. Unit members are professional employees whose work schedules are not tied to a fixed number of hours per day or per week. The standard full-time work week is considered to be forty (40) hours. However, in the course of a year the number of hours worked by a unit member may vary to meet seasonal or other changed demands.
2. Unit members will be expected to meet reasonable work demands.
3. Unit members, while not entirely self-scheduled, are expected to exercise initiative and discretion in the selection of dates and times at which they will perform their work.
4. It is the responsibility of the University to assign work to professional unit members and to establish basic scheduling requirements to provide services to the various segments of the University community and meet other University objectives.
5. Work demands shall be equitably distributed between unit members in similar positions within a department, and shall not be unreasonable.
6. Each unit member and supervisor should periodically, and at least annually in conjunction with the performance evaluation, review work demands and scheduling considerations. It is the joint responsibility of the unit member and supervisor to maintain reasonable work demands and schedules.
7. If the supervisor or the unit member feels that work demands are not reasonable or that reasonable work demands are not being met, the supervisor and unit member shall meet to try to resolve the issue. If the issue remains unresolved, the supervisor and the unit member shall meet with an Association representative and a designee for the Chief Administrative Office to discuss and resolve the issue. If the issue remains unresolved, the issue may be pursued through the grievance process, performance appraisal, or disciplinary action.
8. When a unit member's workload exceeds reasonable demands as described above, the unit member will be expected to schedule time off in consultation with the supervisor. It is the joint responsibility of the unit member and supervisor to ensure that work demands are met without undue hardship to the University or to the unit member.
9. The University may at its option, offer to provide additional compensation or a stipend for work in excess of normal demands or work not related to the unit member's position. Where provided, such stipend or compensation shall be of an amount appropriate to the unit member's time commitment and base salary, except that existing policies establishing additional compensation rates which have general application shall be maintained.

C. Nothing in this Article shall prohibit the University from maintaining, establishing, or altering procedures to record the hours worked by unit members.

D. Unit members shall be entitled to a combination of eight (8) weeks' notice and pay in lieu thereof in the event the University implements an involuntary change in work year (e.g. fiscal year to nine months) or job status (e.g. full-time to part-time).

- E. Unit members with fifteen (15) years or more of service whose work year (e.g. fiscal year to nine months) or job status (e.g. full-time to part-time) has been involuntarily changed and is subsequently laid off within a three (3) year period from the effective date of change shall have severance pay computed based upon the salary received in the former work year or job status.
- F. In the event a unit member holding a continuing appointment receives notice of an involuntary change in work year (e.g. fiscal year to nine months) or a job status change (full-time to part-time) twenty-five percent (25%) or more and elects to resign no later than ten (10) days after the effective date of change shall receive a lump sum payment equal to three (3) months pre-reduction salary.
- G. The University Telecommuting Guidelines dated December 10, 2008 are hereby amended as follows for the purpose of approving telecommuting agreements for employees represented by the Association. In the event that more than one unit member in the same classification and the same department wishes to participate in the telecommuting program of the University and in all other aspects they possess equal qualifications, preference for the telecommuting assignment shall be given based on length of service, if all requests cannot be approved.
- H. The parties shall establish a Joint Labor-Management Committee to study the issue of "on call" work being performed by UMPSA represented employees.

Article 15 – Grievance Procedures

The Association and the University agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement. However, in the event such a complaint arises between the University and the Association which cannot be settled informally, a grievance procedure is described herein.

A. Definitions:

1. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the University and a unit member, a group of unit members, or the Association with respect to the interpretation or application of a specific term of this Agreement.
2. A "grievant" is the unit member, group of unit members or Association making the complaint.
3. "Days" shall mean all days exclusive of Saturdays, Sundays and officially recognized University holidays, as described in Article 19, Leaves.

B. Informal Procedure:

A complaint may be presented informally to the administrator whose decision or action is being contested.

C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussion, the grievant, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the administrator whose action or decision is being contested the written signed grievance form (Appendix A). Notice in writing that a decision will be effective at a future date shall constitute an act for purposes of initiation of this grievance procedure. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 2: In the event satisfactory resolution has not been achieved in Step 1, the grievant, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward the grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation to the chief administrative officer or his or her designee. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. If a grievance affects unit members in more than one department, division or other appropriate unit on a campus, the Association, within twenty (20) days following

the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the chief administrative officer or his or her designee the written, signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of the receipt of the grievance.

Step 3: In the event satisfactory resolution has not been achieved in Step 2, the Association, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward to the Chancellor or his or her designee the written grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation. The Chancellor or his or her designee shall answer in writing within twenty (20) days of receipt of the grievance. If the grievance affects unit members on more than one campus, the Association, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the Chancellor or the Chancellor's designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 4:

- a) In the event a grievance is not satisfactorily resolved at Step 3 of the grievance procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 3 answer or the date the answer is due, if no answer is provided. The parties shall confer within ten (10) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator, the grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.
- b) The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.
- c) The arbitrator shall have no authority to substitute his or her judgment for the professional judgment exercised by the chief administrative officer or Board of Trustees or designee(s) in cases regarding:
 - 1) the decision not to continue the unit member beyond the probationary period;
 - 2) initial bona fide decision of the University to lay off or to terminate a program or portion thereof.
- d) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the University, the Association and any and all affected unit members.
- e) An arbitrator may award lost compensation where appropriate to remedy a violation of the agreement, but the arbitrator may not award other monetary damages or penalties.
- f) In no case shall the arbitrator award a continuing appointment as a remedy nor shall an arbitrator's decision awarding employment beyond the probationary period entitle the unit member to a continuing appointment except where the unit member would have been granted a continuing appointment by the University but for a violation of this Agreement.
- g) If a unit member is re-appointed at the direction of an arbitrator, the chief administrative officer may reassign the unit member during such reappointment to some mutually agreed upon assignment.

D. Duplicate Proceedings:

Employees may also have rights to pursue claims or complaints through outside agencies, including but not limited to the Maine Human Rights Commission and Office of Civil Rights.

E. Rights and Responsibilities of the Grievant, University and Association:

1. No reprisals shall be taken by either the grievant, Association, or the University against any participant in the grievance procedure by reason of such participation.
2. A unit member may be represented at any level of the grievance procedure only by an Association designated representative, or professional staff or counsel of the Maine Education Association.
3. When a unit member is not represented by the Association at Step 1 or 2, the Association shall have the right and reasonable opportunity to be present at any meeting between the grievant and the University after the submission of the written signed grievance form.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the unit members.
5. The forms which must be used for filing a grievance (Appendix A) and any subsequent review (Appendix B) shall be prepared by the University and supplied to unit members and the Association.
6. In all grievances at Steps 2 and 3, the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Association representatives involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
7. In the event that a grievance is not timely answered by the University at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
8. The costs of arbitration will be borne equally by the University and the Association. Such shared cost shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
9. The University shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives.
10. No complaint informally resolved or grievance resolved at Steps 1, 2 or 3 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the Association.
11. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate University administrator at any step of the grievance procedure except that the time limits for the initial filing of a grievance may be extended only by agreement between the Chancellor or designee and the Association. Any mutual agreement shall be confirmed in writing as soon as practicable.
12. Grievances will be scheduled for arbitration in the order in which the University receives from the Association notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.

F. Mediation:

Prior to arbitration the parties may mutually agree to mediate their dispute. Any cost of mediation shall be split equally by the parties. Should the dispute remain unresolved following mediation the Association may elect to arbitrate the matter. Neither party may admit as evidence at arbitration the fact that mediation occurred or discussions which may have occurred at mediation.

Article 16 – Checkoff and Maintenance of Membership

- A. Within sixty (60) days of the effective date of this Agreement, all unit members who are not members of the Association may elect membership in the Association. Any person employed by the University who becomes a unit member following the effective date of this Agreement and is not a member of the Association may make an election within thirty (30) days after becoming a unit member. Each unit member shall provide the Association and the University with written notification of his or her election. Except as otherwise provided in Section B of this Article, unit members shall be bound by their election for the term of this Agreement.

Any such unit member complying with these conditions shall be entitled to Association services under the Agreement only on the same basis and under the same terms as Association members.

- B. Unit members who are members of the Association as of the effective date of the Agreement or who, thereafter, during its term, become members of the Association shall maintain their membership in the Association for the term of this Agreement; provided, however, that any such unit member may resign from membership in the Association and elect either the service fee or exclusion from the two other alternatives during the period from August 15 to September 15 of a given year.
- C. The University agrees to deduct in monthly installments the regular annual dues of the Association from the pay of those unit members who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The University shall remit monthly the aggregate deductions, together with an itemized statement containing the names of the unit members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the 15th day of the month following the month in which such deductions have been made.
- D. The University shall not be responsible for making any deduction for dues or fees if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions. In such event it will be the responsibility of the Association to collect the dues for that pay period directly from the unit member.
- E. The University's responsibility for deducting the above dues or fees from a unit member's salary shall terminate automatically upon either: 1) cessation of the authorizing unit member's employment, or 2) the transfer or promotion of the authorizing unit member out of the bargaining unit, or 3) resignation from membership under paragraph B, which shall be effective on September 1 in the year given.
- F. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph C.
- G. The Association shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the University in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to the University pursuant hereto. The Association assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the Association.
- H. Professional and administrative employees upon initial appointment may voluntarily become members of the Association and utilize payroll deductions for payment of dues. The University will provide a copy of the membership form with the appointment letter.
- I. The University shall inform all unit members in writing of their obligation to make an election as specified in paragraph A above. Such notice shall be given to individuals in writing within five (5) days after becoming bargaining unit members or within (5) days after the execution of this Agreement whichever is applicable.

Article 17 – Salaries

- A. 1. Effective July 1, 2019, the base salaries of unit members as of June 30, 2019 shall be increased by three percent (3%).
2. Effective July 1, 2020, the base salaries of unit members as of June 30, 2020 shall be increased by three percent (3%).
3. The following conditions apply to all salary increases and one-time payments:
 - a. A unit member must be actively employed as of the pay period in which an increase is processed to be eligible for the increase and any retroactive pay.
 - b. Unit members at the maximum for the appropriate salary band or whose salary rate exceeds the maximum for the band are not entitled to further movement within the bands. Unit members will receive the across the board raise regardless of their location in the wage band.
 - c. The parties shall meet and discuss possibilities for the development of an incentive pay program to be negotiated at a later date.

Movement within the Salary Bands:

There shall be no movement within the salary bands for the term of this agreement. Future movement within the salary bands is subject to successor agreement negotiations.

- B. 1. Each unit member shall be assigned to a cohort group based upon years of completed, continuous regular service.
2. Cohort groups shall be established as follows:

Effective as of the date of this agreement:

 - a. Unit members shall be placed in the next eligible cohort on the July 1 following their fourth anniversary of continuous regular service. Cohort 1 shall be on odd number years; Cohort 2 shall be on even number years for the term of this agreement.
 - b. Unit members previously assigned to either Cohort 1 or Cohort 2 will remain as assigned.
 - c. In addition to the requirements of sub-sections a and b, a unit member who transfers into this bargaining unit from a position not covered by the SECCP program must be in the unit as of January 1 in order to be eligible to receive an increase effective July 1 of that calendar year under this Section, Movement within the Salary Bands.
3. Effective July 1, 2013 unit members in Cohort group 1 who are deemed to have performed in a satisfactory fashion based upon the pattern of prior annual assessments conducted pursuant to Article 13 Evaluation shall receive an increase in their base salary of one and one-half percent (1.5%). This increase shall be applied after any general pay increase.
4. Effective July 1, 2014 unit members in Cohort group 2 who are deemed to have performed in a satisfactory fashion based upon the pattern of prior annual assessments conducted pursuant to Article 13 Evaluation shall receive an increase in their base salary of one and one-half percent (1.5%). This increase shall be applied after any general pay increase.
5. The appropriate administrator may at his/her discretion recommend that unit members who have performed in an extraordinary fashion receive a base salary increase of \$500 (Level 1) or \$750 (Level 2) in addition to the 1.5% increase for satisfactory performance effective July 1, 2013 for Cohort 1 or July 1, 2014 for Cohort 2. Such recommendations shall be submitted to a university official designated by the Chief Administrative Officer. Unit members at the maximum for the appropriate salary band or whose

salary rate exceeds the maximum for the band may receive a one-time, non-base payment in lieu of the increase for Level 1 or Level 2 extraordinary performance. The award of supplemental salary adjustments under this section of the Agreement shall be at the sole discretion of the University official designated to act on behalf of the Chief Administrative Officer. Increases and payments for extraordinary performance shall be prorated for unit members with appointments that are less than full-time.

6. Recommendations for recognition of extraordinary performance described in 5 above shall be made no later than April 15 of any given academic year and are payable effective July 1 of the subsequent fiscal year. For the 2013-2015 contract period, cohort recommendations shall be made within sixty (60) days of execution of the Agreement
7. There shall be an oversight committee comprised of three persons per party. The committee shall monitor implementation of this program. The committee shall devise a template for use by the Universities in reporting compensation increases granted or denied eligible unit members under this program.
8. A unit member who is denied movement based upon unsatisfactory performance and under provisions 3 and 4 above, who successfully completes a performance improvement plan, shall receive an increase of 1.5% of the base salary upon successful completion of the plan and attaining satisfactory performance. The effective date of this increase shall be the date the unit member is determined to have achieved satisfactory performance. The unit member's anniversary date for future increases under this program shall be unchanged.
9. In recognition of the findings of the Maine Labor Relations Board and state courts, notwithstanding other provisions of this article, there shall be no entitlement to further salary increases beyond the June 30, 2015 expiration date of this Agreement and employees shall remain at their respective place on the salary band until such time as further movement through the bands is provided for in a successor collective bargaining Agreement.
10. Decisions concerning the increases for recognition described in #3, 4 and 5 shall not be subject to the grievance procedure.
11. The parties estimate the annual cost of the movement through the band salary program to be approximately one half of one percent of the salary base of the unit, the sum of which will be reflected in future annual across the board pay adjustments for the unit.
12. Unit members who receive increases for satisfactory performance are expected to demonstrate the following performance characteristics:
 - a. Experienced and proficient in virtually all tasks.
 - b. Possesses necessary technical skills and demonstrates strong interpersonal and organizational skills, including self-control, credibility, ability to influence, and a desire to learn.
 - c. Expected organizational skills include strong communication, collaboration, and good understanding of relationships among all parts of the University.
13. Unit members who receive increases for extraordinary performance at Level 1 will have demonstrated the following performance characteristics:
 - a. Possesses attributes of the "satisfactory" performer and consistently exceeds expectations, surpasses established goals, and regularly makes special contributions to the University.
 - b. Exceptional communication, follow-through, and contribution to organizational improvement.
14. Unit members who receive increases for extraordinary performance at Level 2 will have demonstrated the following performance characteristics:
 - a. Possesses attributes of the "satisfactory" performer and the Level 1 extraordinary performer.

- b. Displays a level of initiative, accomplishment, and leadership that distinguishes him/her as being among the best in the University.
15. The statement of characteristics of satisfactory and exemplary performance in sections 12 to 14 above will be distributed to employees in the cohort under review each year and to their supervisors.
- C. 1. The University, with the concurrence of the subject unit member, may increase the base salary of any unit member provided that:
- a. the unit member has been assigned significant additional responsibilities, or
 - b. the increase will correct an inequity with respect to other unit members in similar positions. Such an increase shall be referred to as an Equity Adjustment.
2. A unit member who believes she/he has been assigned significant additional responsibilities may request consideration for an increase as described in this section. A unit member who believes she/he has been assigned significant additional responsibilities may request consideration for an increase as described in the Memorandum of Understanding dated February 28, 2006 (see Appendix F).
- Significant additional responsibilities shall result when:
- a. at least two factor rating increases on the PFI and a minimum of a 10% increase in the point value of the position occur or
 - b. when a change in Job Family assignment results in moving to a higher salary band.
 - c. A title change shall typically be appropriate in a reclassification to a higher salary band.
3. A unit member who believes there is an inequity with respect to salary with other unit members who are performing similar duties may request an adjustment to salary to correct the inequity. Equity determinations shall be based on a number of factors including but not limited to:
- a. Years of service
 - b. Job duties performed
 - c. Education level
4. The increase shall not create inequities with respect to unit members who hold position(s) with similar functions and working conditions and which require substantially similar skill, effort and responsibility.
5. The University shall promptly notify the Association in writing of the salary adjustments described in Section C.1. This notice shall include the amount of the adjustment, the resulting base salary and the applicable subsection (C.1.b, C.2.a, or C.2.b). This shall constitute the notice specified in Article 15.C.
6. In the event that disputes regarding Section C become the subject of arbitration, the arbitrator shall have no authority to require any other salary adjustment affecting any other person.
- D. All unit members shall receive pay checks by means of direct deposit/electronic funds transfer to the unit member's account at a financial institution.
- E. During the term of this Agreement, the University will review the current market benchmarks and relationship of SECCP ratings to the market and will report to the Association on findings.

Article 18 – Insurances

- A. 1. The University shall continue to make available to unit members a health insurance plan which is the equivalent

to the plan in existence June 30, 2015, except as noted below or as amended in accordance with the provisions of Section 2.B. and C. Unit members may choose to enroll themselves and their eligible dependents in this plan. This shall not preclude consideration by the University of alternative equivalent health insurance systems during the term of this Agreement.

The parties agree to the introduction of an additional medical insurance plan option starting in plan year 2016. Such a plan option will have the same premium share percentages used to calculate the UMS and employee contributions as existing health plan choices. The plan will be priced together with all UMS health plans with the price set on an actuarial basis as compared to other plans.

The parties agree that the Open Access Plus (OAP) Quality Incentive Passive plan shall no longer be offered effective with the plan year beginning January 1, 2016.

2. a. Employee premium payments will be calculated at the same employee premium share percentages, based on the rates in effect for each plan year subject to the provisions of 2 B. Employees shall have the premium payments deducted from their pay for health coverage
- b. Effective with the group health plan renewal for January 1, 2015, health plan provisions and employee contribution shares will be determined as follows for a four-year pilot project:
 1. The Employee Health Plan Task Force (EHPTF) will continue as a Task Force appointed by the Chancellor with UMPSA participation to make recommendations to reduce the cost trend of the UMS group health plan through creating a culture of health, plan design changes, wellness initiatives, and medical care payment reform.
 2. Calculations of the health plan renewal percentage increase (decrease) will be based on actual claims experience through August, available in mid-September. A preliminary estimate of the renewal percentage will be available in July and will be updated in August and September with the most recent experience.
 3. For purposes of this section the term "premium" is used to refer to the actuarially determined working rate premium equivalent for the self-insured plan.
 4. If the health plan renewal percentage is 4.5% or less, UMS will pay 90% of the increase for unit members who qualify for the wellness incentive premium share and 80% of the increase for unit members who do not qualify for the wellness incentive premium share. The unit member will pay the remaining 10 or 20% of the increase.
 5. If the health plan renewal increase is estimated to be greater than 4.5%, UMS and UMPSA will meet to negotiate between July 15 and September 15 to identify plan changes to reduce the plan renewal percentage to 4.5% or less. The parties will consider, but not be limited to, EHPTF recommendations. Decisions regarding plan provisions will be made no later than September 30 and will not be affected by experience data received later.
 6. If the parties are not able to reach agreement on plan changes that reduce the increase to 4.5% or less, the cost share for the portion of the increase in excess of 4.5% will be as follows: unit members will pay 50% of the increased cost above 4.5% and UMS will pay 50%. A unit member's premium contribution will not exceed 15% of the total premium for unit members who qualify for the wellness incentive premium share or 27% for those who do not qualify for the wellness incentive premium share.

7. When the increase in the plan premiums rates exceeds 4.5% and unit members consequently pay 50% of the increase amount above 4.5%, the parties will determine the difference between the rate a unit member would have paid if paying 10% of the full increase for single coverage and the actual rate charged to unit members with single coverage. This will be referred to as the "incremental cost share." The amount accumulated at the single coverage rate will be proportionately increased to apply to two person and family coverage.
 8. The amount of accumulated incremental cost shares shall be lowered in any year in which the health plan renewal increase will be less than 4.5% using the following methodology:

The aggregated amount of incremental cost share will be determined by multiplying the incremental cost share for each level of coverage by the number of plan participants with that level of coverage as of September 30.

The total dollar amount of aggregated incremental contributions may be used to reduce the premium contribution of plan participants. The unit member's contribution shall not be less than 10% of the total premium for the applicable coverage level.
 9. Each year the share of any premium increase will be determined as described above and that amount will be added to the premium contribution amounts of the unit member and the university.
 10. The parties commit to a four-year pilot project (for plan years 2015 – 2018) of this methodology with annual monitoring of the impact on costs to employees and the university, employee engagement in health improvement and reducing the cost trend in the UMS health plan. During the four-year period this pilot project continues during any time of an expired agreement and unit member premium contributions are subject to change each January 1.
 11. At the conclusion of the four-year pilot the parties will review the program and negotiate about any changes proposed by either party. The provisions of the program will continue as the status quo until such time as any revisions are agreed to by the parties.
- c. The parties agree that the health insurance plans available to unit members shall have a cost below that prescribed by the Patient Protection and Affordable Care Act excise tax level, otherwise known as the "Cadillac Tax". If the actuarially projected rates for any level of coverage exceed the "Cadillac Tax" threshold in plan year 2016 or 2017 then the process in 2C shall occur. For calendar year 2018 and beyond, if the actuarially projected rates exceed the "Cadillac Tax" threshold as applicable to the University for that year then the process in 2C shall occur. It is understood and agreed that the process of 2C runs in conjunction with the requirements of 2B.
1. If the actuarially projected costs for any level of coverage exceed the "Cadillac Tax" threshold the parties shall meet to negotiate what plan changes shall be made to achieve an actuarially projected cost below the "Cadillac Tax" threshold.
 2. The parties will meet to negotiate under the provisions of 2. C. between July 15 and September 5.
 3. If the parties are unable to reach agreement on plan changes that reduce the actuarially projected cost below the "Cadillac Tax" threshold by September 5, they shall submit their respective last offers and statement of position in the form of a brief to a pre-selected neutral arbitrator who shall have 15 days to provide the parties a binding decision of what plan changes shall be made to bring

the projected cost below the "Cadillac Tax" threshold.

4. The arbitrator shall be the same for any union representing UMS employees in similar proceedings. The arbitrator must render a decision which is consistent with the fact that UMS administers similar benefits to all UMS employees and thus may not render a decision which compromises this such as making different plan changes for each unit proceeding under these provisions. The arbitrator's decision shall be final and binding and shall not be constrained in any way other than the requirement of reaching a premium level below the Cadillac Tax.

3. Health Insurance Premium Rebate

- a. If during the term of this Agreement, the UMS Group Health Plan continues to operate on a self-insured basis and the total aggregate premium amount for the two-year period January 1, 2011 through December 31, 2012 and each two year period thereafter exceeds the total aggregate costs paid to the insurer for the same period for claims and other expenses by equal to or exceeding 1%, unit members will receive a proportionate rebate of premiums paid based upon their level of coverage at the time the rebate is paid. The rebate will be paid no later than September 30, 2013 and each corresponding September in subsequent two year cycles.
- b. During the term of this agreement, all state and federal health insurance mandates, including those regarding mental health services that would be applicable to employee coverage under insurance plans provided by the University by way of regulated insurance carriers, shall be applicable to the UMS Group Health Plan plans covering unit members under the terms of this Agreement. If a mandate results in a mid-year premium change, the employee premium share will be increased or decreased proportionately.

4. Prescription Drug Plan (Subject to change per the provisions of 2 B and C):

- a. There shall be four (4) tier plan per (30) day supply: \$10 for preferred generics, \$15.00 for *Tier 1* medications, \$25.00 for *Tier 2* medications and \$40.00 for *Tier 3* medications. Prescriptions shall be subject to step therapy to ensure use of the most safe, effective drugs.
- b. A mail order option is available through the health plan administrator that provides for receiving a 90 day supply of medications for two (2) co-pays. In addition, the 90 day supply for two (2) co-pays may be obtained from local pharmacies who participate in the mail match program with the health plan administrator.
- c. Maximum out of pocket expenses for prescription co-payments shall be \$1,300 for individuals and \$1,950 for families.

5. Upon request, University representatives will meet with designated Association representatives to explain the factors underlying any increase in premium amounts.

B. The University and the Association agree to work together to carry out the recommendations of the Employee Health Plan Task Force submitted to the Chancellor on June 6, 2011, including the following actions:

1. Quality, Cost and Payment Reform the UMS Group Health Plan will be modified effective January 1, 2012 or as soon thereafter as is feasible to incorporate the following features:
 - a. Implement quality and cost tiered network for hospitals and quality tiered network for primary care providers
 - b. (PCP's);
 - c. At the time of open enrollment, unit members will be required to select a PCP regardless of the plan

in which they participate;

2. **Plan design changes:** The plan design changes in Appendix H will be incorporated in the UMS Group Health Plan effective on the date of execution of this Agreement. Future plan design changes made under the provisions of 2B and C will be communicated in materials made available at open enrollment and will be considered as part of the provisions of this collective bargaining agreement.
3. **Health improvement:**
 - a. The parties will work together to achieve a goal of 85% participation in Rise UP (first year target of 78%) and in wellness and care management strategies.
 - b. **Effective upon execution of this Agreement, the following wellness incentive program applies to the UMS Group Health Plan:**
 - i. A wellness incentive premium share shall be applicable to all unit members who complete the requirements of Level 1 of the wellness incentive program. All references to the wellness incentive premium share in this Article refer to sections B.3.b.ii and iii. below.
 - ii. Full-time, regular unit members who complete the Level 1 wellness incentive program as described in Section B.3.g below will pay an average of 10% of the total health plan premium applicable to their coverage level.
 - iii. Part-time regular unit members who complete the Level 1 wellness incentive program as described in Section B.3.g below will pay the premium share as described in Sections D1. and D.2 of this Article.
 - iv. Unit members who do not qualify for the wellness incentive premium shall pay premiums as described in sections B.3.b. v. and vi. below. All references to the non-incentive premium share in this Article refer to sections B.3.b.v and vi. below.
 - v. Full-time unit members who do not to complete Level 1 will pay an average of 20% of the health plan premium applicable to their coverage level until the Level 1 wellness incentive program is completed.
 - vi. For part-time unit members who do not complete Level 1 of the wellness incentive, the premium share shall be increased by 10% of the total premium until the Level 1 wellness incentive program is completed. For example, an employee who would otherwise pay 50% of the total premium will pay 60% of the total premium.
 - c. Unit member and spouse or domestic partner who are included in the unit member's coverage must complete the requirements of Level 1 in each calendar year for the unit member to be eligible for the wellness incentive premium share.
 - d. All unit members must complete Level 1 of the wellness incentive program as described in Section B.3.g below in each calendar year of this Agreement to qualify for the wellness incentive premium share. Once the unit member qualifies for the wellness incentive premium share, that share will begin in the month following the date on which the unit member qualifies and continue until March 31 of the following calendar year. The unit member may complete Level 1 for the new year prior to March 31 and continue the wellness incentive premium share. If Level 1 is not completed, unit members will pay the non-incentive premium share until the Level 1 wellness incentive program is completed.
 - e. Unit members initially enrolled in the health plan on or after 90 days of the date of execution of this agreement will pay the wellness incentive premium share for the first ninety (90) days of enrollment. To remain qualified for the wellness incentive premium share, a unit member and his/her spouse or

domestic partner must complete Level 1 of the wellness incentive program outlined in Section B.3.g within the first ninety (90) days of enrollment. If a unit member and his/her spouse or domestic partner have not completed Level 1 of the wellness incentive program within the first ninety (90) days of enrollment, his/her premium share shall be the non-incentive premium share .

- f. Unit members who participate in Level 2 of the wellness incentive program as described in subsection g. below will receive an additional incentive of \$100 per enrolled unit member, spouse, or domestic partner for completing Level 2 in each year of this Agreement.
- g. **Wellness Program Requirements**

Level I (Deadline = March 31 of any plan year)

- i. Unit member, spouse or domestic partner will need to obtain 21 Level 1 Activity Points by:
 - Meet with a Provant onsite or telephonic health coach (note an employee may download and complete a Healthy Habits questionnaire to assist in the conversation), and (20 points), OR
 - Receive a Preventive Health Screening between April of the prior year and March of the current plan year (10 points) AND accumulate 10 Level 1 activities from a Health Activity List
 - 1 additional point shall be awarded for completing either of the above options.

Level II –Requirements in addition to completing Level I (Deadline = November 30 of any plan

year)

- i. Unit member, spouse or domestic partner voluntarily participates in wellness activities totaling one hundred (100) points as described in the Rise Up points tracker, such as lunch and learns, walking, nutrition, yoga, weight watchers, etc. Total number of points must be 120 by the designated deadline,
 - ii. OR by the designated deadline , participate in one of the following coaching programs:
 - a. Complete your individualized coaching plan with a Provant coach (onsite or telephonic) OR
 - b. Complete Cigna’s Lifestyle Management, Healthy Babies maternity program or Disease Management.
 - h. Each campus community will develop a team to work on wellness and health improvement strategies that are appropriate for their campuses, attached to measures, grounded in proven best practices and that consider the following:
 - o Strategies that encourage or incentivize employee and family fitness by broadening opportunities and options and making it more attractive, more convenient, and less costly to use University fitness facilities.
 - o Smoke/tobacco free campuses (with a commitment to enforcement) that are linked to smoking cessation programs.
 - o Strategies in dining facility and vending machine operations to reduce unhealthy options and encourage healthy food choices.
 - o Strategies to engage and support those who are associated with the campus but don’t have a physical presence on the campus (Cooperative Extension employees, for example).
 - i. Each unit member will receive unlimited vouchers for free use of campus fitness facilities outside normal work hours by the unit member and immediate family member who are enrolled in the UMS health plan, subject to facility rules such as age limitations.
4. The University and the Association will work together to communicate with and educate unit members and their dependents about the importance of health improvement and about participation in the wellness

program.

5. The Association may continue to participate in the Employee Health Plan Taskforce. The Association may have two representatives who shall have paid release time during normal working hours to attend scheduled meetings.
- C. The University of Maine System urges all supervisors to use discretion and flexibility in responding to employee requests to participate in University sponsored wellness activities. UMS officials shall be sensitive to the variety of work schedules on a campus when planning wellness activities.

The University will make available opportunities for unit members to use university computer equipment for use in completing the health assessment for the wellness incentive. Such use of computers shall be in locations and at times specified by the university.

- D. 1. The University will make available to eligible part-time regular unit members personal and spouse and/or family health insurance coverage equivalent to the coverage which is made available to full-time regular unit members. Part-time regular unit members who work a minimum of 20 hours per week but no more than 29 hours per week on a regular basis will pay one-half (1/2) of the premium cost for insurance with the University also paying one-half of the premium cost for such insurance. If a unit member and his/her spouse or domestic partner have not completed Level 1 of the wellness incentive program, his/her premium share shall be sixty percent (60%) of the premium cost.
2. For part-time regular unit members who are regularly scheduled to work at least 30 but less than 40 hours per week, the University will pay sixty percent (60%) of the premium cost and the employee will pay forty percent (40%). If a unit member and his/her spouse or domestic partner have not completed Level 1 of the wellness incentive program, his/her premium share shall be fifty percent (50%) of the premium cost.
- E. 1. The University shall provide the existing or equivalent basic life insurance plan for full-time regular unit members. Premiums will be paid by the University.
2. The University will provide to eligible part-time regular unit members life insurance coverage equivalent to the basic life insurance coverage which is provided to full-time regular unit members. Eligible part-time regular unit members are unit members who work at least one-half (1/2) time. Premiums for this insurance will be paid in full by the University.
- F. The University will maintain for all full-time regular unit members the existing or equivalent travel insurance, accidental death and dismemberment insurance and long-term disability insurance. The cost for these insurances will be borne by the University and/or unit members in accordance with existing practice.
1. Effective with the plan year beginning January 1, 2016 long-term disability coverage will be modified to limit mental/nervous, substance abuse, and non-verifiable conditions to 36 months of coverage. The plan will be further modified to allow cost of living allowances for the first 24 months of coverage only.
 2. Effective upon execution of the agreement UMS will:
 - a. discontinue providing the employer and employee 403b contributions for employees on long-term disability leave.

- b. UMS healthcare shall continue for a period of 24 months for those employees on long-term disability leave, subject to employee contributions.
 - c. UMS provided life insurance shall continue for a period of 36 months for those employees on long-term disability leave.
 - d. UMS shall discontinue all past sick leave practices under the long-term disability program. The parties agree employee leave benefits are those specifically identified and provided for under the terms of this collective bargaining agreement subject to any requirements of state and or federal law.
- G. Unit members shall be eligible to participate in the University's Short Term Disability Plan. Premiums for this plan are paid for by the employee. The University agrees to advertise and educate employees about the benefits provided for under the Short Term Disability Plan.
- H. Dental Insurance – The System will provide a dental insurance plan. The System will pay 100% of the full premium for single coverage for full-time employees and 50% of the full premium for part-time employees working twenty (20) or more hours. If an employee elects dependent coverage, the employee will pay the difference between the single coverage cost and the coverage cost for the dependent option chosen.
- I. Unit members may register a domestic partner for purposes of receiving University benefits. A domestic partner who is registered shall be considered to be equivalent to a spouse for purposes of University benefits, such as health insurance, bereavement or disability leave, tuition waiver, and use of University facilities. Registration of a domestic partner shall be in accordance with University policy, federal and state law. Eligibility for benefits shall extend to dependent children, as defined by the IRS, of an employee's partner.

Article 19 – Leaves

A. Leave Without Pay

1. Upon timely written request of a unit member, the chief administrative officer or his/her designee may grant a leave without pay for a period not to exceed one (1) year. Such leaves may be requested for personal reasons including, but not limited to leave for the purpose of further education or leave on the occasion of the birth of a child to a unit member or the adoption of a child by a unit member. Such leave may be extended by the chief administrative officer or his/her designee upon timely written request of the unit member for up to two (2) successive one-year periods. Upon return, the salary of the unit member shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. The University shall provide that retirement and appropriate insurance coverage for periods of leave without pay will be available to the unit member at his or her expense. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not earn sick leave or annual leave. Time spent on leave without pay shall not be credited toward completion of probationary periods.
2. Leaves, without pay, granted under this provision for educational purposes, may be to acquire or complete an academic degree, to gain practical experience in one's field, or to participate in an educational opportunity valuable to the individual, the department or the campus. While on a leave without pay for educational purposes, the University shall contribute its proportionate share to retirement and appropriate insurance programs if the unit member chooses to participate in those programs. Upon return, the salary of the unit members shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on leave, the unit member shall retain accumulated sick leave and annual leave. Time spent on educational leave without pay may be credited toward completion of probationary periods if agreed to in writing by the unit member and the chief administrative officer or his/her designee.

B. Disability Leave

1. Full-time regular unit members shall earn one and two-thirds (1 2/3) days of disability leave for each monthly period, or major portion thereof, of employment within the unit member's work year. Part-time regular unit members shall earn disability leave on a pro-rata basis.
2. Unit members may accumulate disability leave up to a maximum of one-hundred eighty (180) days.
3.
 - a. A unit member who is unable to perform duties because of a disability may use any and all accrued leave credits. A "disability" shall be defined as any physical or mental impairment of health, including an impairment resulting from pregnancy, which disables a unit member from the full and proper performance of duty.
 - b. A unit member must take disability leave for those days during which, due to disability, the unit member is unable to be on campus or other appropriate job site for assigned activities. A continuous period of disability leave commences with the first day of absence and includes all subsequent days until the unit member returns to work. For this purpose, Saturdays, Sundays, official holidays observed by the University shall not be counted unless the unit member is regularly scheduled to work on such days.
 - c. A unit member may use up to a total of twenty (20) days accumulated disability leave during each fiscal year for absences resulting from illness or injury of a member of the unit member's immediate family or household or the adoption of a child which requires the presence of the unit member. Proper notice and, upon request, appropriate documentation shall be provided by the unit member to the chief administrative officer or designee or, where authorized, the unit member's appropriate supervisor. With supervisory approval, additional disability leave may be used for absences resulting from the illness or injury of a member of the unit member's immediate family or household. Up to an additional ten (10) days will normally be granted when appropriate documentation of the need for the unit member's presence is provided. If supervisory approval is not granted, the employee may request a review of the decision by the campus human resources office. The leave request may be denied only when there are compelling university needs, the documentation does not support the need for leave, or there is reason to suspect abuse of disability leave.
 - d. If a unit member's absence due to disability exceeds three (3) months, the unit member may be required to apply for long-term disability benefits. Such requests shall be in writing. The unit member shall have thirty (30) days to comply with the request.

C. Bereavement Leave

- a. A unit member may be granted up to five (5) days of bereavement leave in the event of a death of a member of the unit member's immediate family or household in order to attend the funeral and/or matters related to the death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the unit member's appropriate supervisor. For the purpose of this paragraph only, if additional time away from work is needed, a unit member may use up to five (5) days disability leave. With supervisory approval, additional disability leave may be used.
- b. For the purpose of this Article "immediate family" is defined as spouse, children (or person for whom the unit member acted as parent), parents (or person who acted as the unit member's parent when the employee was a child), grandparents, grandchildren, sisters, brothers, step children, foster children, step parents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law, and significant other in the household.
- c. A unit member may be granted paid funeral leave, by the appropriate supervisor, to a maximum of one (1) work day to permit an employee's attendance at the funeral of any of the unit member's aunts, uncles, nieces, or nephews. Up to an additional two (2) days of paid funeral leave may be granted by the appropriate supervisor if extended travel is required in order to attend the funeral. The unit member may supplement funeral leave with accrued annual leave with supervisory approval. The

supervisor may request the unit member to provide a copy of the obituary or other appropriate documentation as an added condition of granting time.

5. If a unit member's absence due to disability or other use of disability leave exceeds five (5) consecutive days or becomes habitual, the University may, by submitting a request in writing, require the unit member to furnish verification of the disability in the form of a written statement from the attending physician or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The unit member shall have ten (10) days to comply with the request.
6. If the chief administrative officer believes that a unit member is unable to perform assigned duties due to illness or injury, the chief administrative officer may remove the unit member from the assigned duties and require the unit member to submit to a medical examination by a physician chosen and paid by the University or, if the unit member desires, by a physician chosen and paid by the unit member who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the unit member is unable to perform assigned duties, the chief administrative officer shall place the unit member on compulsory disability leave at which time the unit member shall be notified in writing of the conditions under which the unit member may return to work. A unit member who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for total disability benefits must be made if the medical prognosis indicates a disability of qualifying duration.
7. In the event the unit member is placed on leave without pay due to disability, he or she may make a written request to the appropriate supervisor for an advance of disability leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his/her recommendation to the campus president or designee. The president or designee may receive other recommendations regarding the request from such individuals determined to be appropriate. The president or designee shall have the sole discretion to accept or reject the request, and his/her decision shall be final and shall not be grievable. Upon the unit member's return to work, the amount of sick leave advanced shall be repaid on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination.
8. If the unit member is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or vacation leave, based on a current medical certification obtained as described in Section B, paragraph 6, of this Article, the chief administrative officer may, after consultation with the unit member:
 - a. extend the leave without pay pending determination of eligibility for total disability benefits; or
 - b. extend the leave without pay for up to one year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

When either of the above conditions has been met and the unit member is still unable to return to work the chief administrative officer may:

- a. request the unit member's resignation; or
 - b. terminate the unit member's employment.
9. In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. If a unit member receives both disability benefits and disability leave pay for the same period of time, the unit member shall repay the disability leave pay to the University. The unit member and the University may agree to a repayment schedule to avoid extreme personal hardship.

D. Jury Duty and Witness Leave

1. A unit member who is summoned as a member of a jury panel or subpoenaed as a witness, in a case not involving the unit member's personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by the unit member. No unit member shall be given leave with pay for the purpose of appearing as an expert witness when the unit member receives professional compensation for an appearance except that annual leave may be used for this purpose.
2. To be eligible for the benefits of this section of the Agreement, evidence in the form of a subpoena or other available written notification shall be presented to the unit member's immediate supervisor as soon as possible.

E. Annual Leave

1. Full-time regular unit members shall earn annual leave at the rate of one and two-thirds (1 2/3) days per month, or major portion thereof of employment within the unit member's work year for the first fifteen (15) years of service. In subsequent years, full-time unit members shall earn annual leave at the rate of two (2) days per month, or major portion thereof, of employment within the unit member's work year.

Part-time regular unit members shall earn annual leave on a prorated basis in accordance with the rates listed above and the unit member's date of hire and years of service.

2. Up to forty (40) days of annual leave may be carried forward by full-time unit members and up to forty (40) days of annual leave pro-rated based on the unit member's full time equivalency may be carried forward for part-time unit members from year to year. This annual carry forward will be applied on December 31 of each year. A unit member may request a waiver to carry forward days in excess of forty (40) with the recommendation of the unit member's immediate supervisor and the approval of the System Office of Human Resources. Such requests shall not be unreasonably denied.
3. All requests for annual leave shall be submitted by the unit member to the immediate supervisor as far in advance as possible and appropriate. Approval of the dates on which a unit member wishes to take annual leave shall be subject to the consideration of departmental and organizational scheduling but shall not be unreasonably withheld by a supervisor. If a supervisor has been found to have unreasonably withheld approval, the unit member may accumulate the number of days he/she was denied, Section D.1 above notwithstanding.
4. a. When the employment relationship is severed, the campus shall pay the unit member for up to forty (40) days of unused annual leave (plus any received as a result of Section D.3 above) provided that the unit member makes a reasonable effort to reduce the unused annual leave balance between notifying the University of his/her termination and the effective date of the termination. Any accrued annual leave in excess of forty (40) days shall be forfeited by a unit member who voluntarily terminates employment on the effective date of termination. In cases of involuntary separation from employment UMS shall pay out any balance in excess of forty (40) days.
b. Unit members who transfer from the professional bargaining unit to the Clerical, Office, Laboratory and Technical (C.O.L.T.) bargaining unit may carry forward up to the maximum amount unused annual leave which is permitted to be carried forward from year to year under Article 21, Section C of that Agreement. The University shall pay the unit member for any annual leave over said amount provided that the unit member makes a reasonable effort to reduce the unused annual leave balance between notification of the transfer and the effective day of the transfer.
c. Unit members who transfer from the professional bargaining unit to the faculty bargaining unit on an academic year appointment shall be paid for any unused annual leave provided that the unit member makes a reasonable effort to reduce the unused annual leave balance between notification of the transfer and the effective date of the transfer.

5. Part-time and full-time unit members with appointments of less than twelve (12) months shall receive annual leave on a pro-rated basis except that unit members whose appointments do not require work during periods when the campus student population is absent shall not receive annual leave and holiday benefits.
6. Unit members will be provided with access to their annual leave balance through self-service in MaineStreet. The University shall send an e-mail notice to all unit members on or about September 30 of each year to remind unit members of the carry forward date of December 31 and encourage unit members to utilize annual leave as provided in Sections D.1. through D.3. of this article.

F. Holidays

The holidays for unit members during periods of employment except as otherwise specified shall be:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King's Birthday	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving Day
Patriot's Day	Indigenous Peoples' Day	Christmas Day

The date of the observance of the holidays shall be communicated to the Association by the University prior to the start of the fiscal year in which the holidays occur. Holidays which fall on days when a unit member is required to perform assigned responsibilities shall be taken at a time mutually agreeable to the unit member and the appropriate supervisor. However, a unit member shall receive 1 1/2 hours of time off to be taken at a time mutually agreeable to the unit member and the appropriate supervisor, for each hour the unit member is required to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas.

G. Military Service

All unit members who are members of the National Guard or who are military reservists will be given leave without loss of pay for not more than 17 days per year when engaged in training, if authorized by the Governor or under the provisions of the National Defense Act. University employees who are Military Reservists and who are called to active duty have rights to reemployment, continuation of benefits and seniority under University policies and the Uniformed Services Employment and Reemployment Rights Act (USERRA). A unit member who is called to active duty for more than 17 days must give notice to the supervisor and will be granted a leave of absence for the period of active service. Employees called to active service take leave without pay under existing contract provisions. A unit member may use accrued annual leave to continue pay during the leave. The unit member may elect benefits and the University shall contribute its proportionate share for retirement and appropriate insurance coverage for periods of leave without pay.

Article 20 – Tuition Waiver, Sabbaticals and Professional Development

The University shall maintain a tuition waiver program. For the purpose of this article, the term “dependent” shall mean the spouse, domestic partner and /or a dependent child. For required concurrent enrollment in a laboratory course, in connection with another separate course, which is covered by a tuition waiver; the tuition waiver shall be applicable to the laboratory course. The laboratory course shall not be counted as part of the 8 hours of total waiver and shall not constitute an additional course. Modular courses which may be construed to be a single course and are offered sequentially over a single semester will count as a single course not to exceed four (4) credit hours. The program will be based on space availability for unit members. When space is available, unit members may enroll in a course (s) on a tuition waiver basis. The Program is subject to the following requirements:

- A. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating unit members.

- B. Unit members and dependents must meet any course prerequisites.
- C. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment. Unit members shall not be charged separately identified admission, online instruction, student health or student activity fees for courses taken under this program. Effective July 1, 2016 the unified fee shall be waived on all campuses for Unit members using tuition waiver benefits for themselves.
- D. Minimum enrollment requirements, established by any University as a necessary condition for offering a course, shall not count unit members toward the number of students required to guarantee the offering of such course. For Summer courses which are self-supporting, dependents who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment.
- E. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the University.
- F. Participation in the tuition waiver program by unit members and dependents will be as follows:
 - 1. Full-Time Regular Unit Member Tuition Waiver:
Unit members may take courses not to exceed eight (8) credit hours per semester and in the summer.
 - 2. Part-Time Regular Unit Member Tuition Waiver:
Unit members may take courses not to exceed four (4) credit hours per semester and in the summer.
 - 3. Dependents of Full-Time Regular Unit Members:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System shall be eligible for a tuition waiver of 50%.
 - 4. Dependents of Part-Time Regular Unit Members:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.
 - 5. Dependent Tuition Waiver for Summer Courses:
Dependents of full-time unit members enrolled either full-time or part-time matriculated will receive a 50% tuition waiver and dependents of part-time unit members enrolled either full-time or matriculated part-time will receive a 25% tuition waiver for up to two summer courses, as long as the dependent was either a full-time or part-time matriculated student during the full previous academic-year within the University of Maine System.
 - 6. Dependent Tuition Waiver for Graduate Students:
Dependents of full-time regular unit members who are matriculated students shall be eligible for a waiver of 50% tuition for courses taken as part of an approved program of study for the degree. Dependents of part-time regular unit members who are matriculated students shall be eligible for a waiver of 25% tuition for courses taken as part of an approved program of study for the degree when space is available.
- G. In no event shall a tuition waiver exceed 50 % tuition for a dependent of a full-time regular unit member or 25 % tuition waiver for the dependent of a part-time regular unit member. Unit members and dependent waivers cannot be additive.
- H. Requests by a unit member to take a course during his or her normally scheduled work hours shall be subject to supervisory approval. In the event that approval is granted, the supervisor must make arrangements for the unit member to make up time which was missed from work unless the unit member is approved to take a leave without pay or annual leave for this purpose.
- I. This benefit shall not be applicable when a unit member is on an unpaid leave of absence of more than 90 days (except for military call-up), long-term disability or Worker's Compensation. In the event a unit member has begun a course and one of the above situations occurs, the unit member shall be permitted to maintain enrollment at no cost until the end of the semester.

- J. Any unit member or dependent eligible under the provisions of this Article, who receives a scholarship or work study funds from any source shall have the tuition waiver applied first and then the amount of the scholarship and / or work study funds.
- K. When a unit member is terminated through participation in the University's long-term disability program and has twenty (20) or more years of University service, or dies, or retires, or is laid off, the dependent of that unit member who is enrolled full-time or is a part-time matriculated student participating in a tuition waiver program at the time of the unit member's termination, death, retirement or lay-off shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student either maintains continuous full-time enrollment or part-time matriculation, until completion of the requirements for a degree.
- L. When a unit member is called to active military duty, his / her dependents shall be eligible to participate in the tuition waiver program described above.
- M. The dependent children of unit members who retire during the life of this Agreement and who have 20 years of University service shall be eligible to participate in the tuition waiver programs as described throughout above.
- N. For two years following the effective date of layoff, a unit member who has been laid off and who is on a recall list shall be eligible for the tuition waiver benefit described in Article 20, Section F.
- O. The value of tuition waiver may be taxable income in some situations, in accordance with the rules and regulations of the Internal Revenue Service.
- P. Campuses may make available sabbatical leaves to unit members. Any sabbatical leaves granted must conform to the following terms:
1. Application for a sabbatical shall be submitted to the chief administrative officer of the campus or his/her designee in accordance with procedures established at each campus.
 2. Unit members may make an application during their sixth year for a sabbatical leave.
 3. The application for a sabbatical shall include a program proposal which includes a statement of intent and benefits of the proposed sabbatical to the individual, the campus and the profession.
 4. An application for a sabbatical shall be submitted no later than six (6) months prior to the proposed effective date of the sabbatical. In unusual circumstances this requirement may be waived. Unit members will be notified of approval or disapproval of sabbatical applications by the chief administrative officer no later than three (3) months prior to the proposed effective date of the sabbatical.
 5. Sabbatical salaries shall be one-half of the unit member's pay for the academic year or fiscal year; or full pay for one semester or half year.
 6. The unit member must return to the University for at least one full work year following the sabbatical. Agreements to the contrary must be in writing prior to participation. Salary received during the sabbatical must be returned to the University where neither of the above is satisfied.
 7. The unit member must provide a brief written report of the participation in the program to the chief administrative officer or his/her designee.
 8. Compensation during the sabbatical shall include contributions made by the University to retirement programs, Social Security programs, and insurance programs under the University policy.
 9. Annual leave and sick leave shall continue to accrue during the period of the sabbatical on a pro-rated basis.
 10. While on sabbatical leave, a unit member shall be permitted to receive travel and moving expenses, fellowships, grants-in-aid or financial assistance from sources other than the University, provided there is no requirement to perform duties detrimental to or which interfere with the objectives for which the sabbatical has been granted.

11. Unit members shall be eligible to apply for another sabbatical leave after completion of six (6) years of full-time service since the last sabbatical. Calculation of service for this purpose shall begin at the time the unit member returns from the last previous sabbatical. Exceptions may be made if a proposed program is deemed of exceptional value to the individual, campus or the profession.
 12. The chief administrative officer or designee shall have the sole discretion to approve or disapprove a sabbatical application and his/her decision shall be final and not grievable.
 13. The Association shall be furnished annually a list by campus of unit members applying for, receiving and being denied sabbaticals.
- Q. Within sixty (60) days from execution of the Agreement, and upon request thereafter, the University will inform the Association of professional development funds which may be available at any campus. Where available, unit members will be informed of the process and procedure to make application at the campus.

Article 21 – Use of Personal Vehicle and Work Related Expense Procedures

- A. 1. A unit member has the right to use his/her personal vehicle for assigned non-campus University business provided notice is given to the University prior to the travel. Reimbursement shall also be provided to members to use their personal vehicles for business travel at the University of Maine at Augusta between the Augusta and Bangor campus locations and the University of Southern Maine between the Portland, Lewiston, and Gorham campus locations. Reimbursement shall be at the same rate paid by the State of Maine. If a unit member exceeds ten thousand (10,000) miles during a fiscal year, the unit member shall be reimbursed at the current IRS mileage rate. If the department or administrative unit would be charged a higher amount per mile by the campus motor pool, the unit member shall be reimbursed at that rate.
2. No reimbursement shall be made if prior notice regarding the use of a personal vehicle is not given, or if a University vehicle is required to make the trip at approximately the same time.
 3. Only one unit member may receive reimbursement under this provision for each University vehicle for which a personal vehicle is substituted.
 4. Reimbursement mileage shall not exceed the lesser of the actual distance traveled on official business or the distance which the University vehicle would have traveled if used. Where a personal vehicle is used for long distances, reimbursement in the amount of air fare shall be provided in lieu of mileage and enroute expenses.
 5. For the life of this Agreement, unit members may receive reimbursement of an additional five (5) cents per mile if they use their personal vehicle to carpool for assigned non-campus University business with other employee(s). The unit member claiming the additional reimbursement shall be required to certify in writing the names of passenger(s).
- B. While unit members are accountable for performing all their professional responsibilities, and where such duties may require off-campus travel, a unit member may not be required to utilize his/her personal vehicle. A unit member is obligated to make a reasonable effort to arrange alternative transportation when a University vehicle is not available.
- C. Reimbursement of Expenses
1. The University shall provide appropriate mechanisms for timely reimbursement of travel expenses, such as, direct billing to hotels, cash advances, corporate credit cards, etc. Administration of these mechanisms shall be in compliance with University travel and expense reporting policy. In the event reimbursement of expenses is problematic, affected unit members may meet and consult with their campus president or designee to investigate and, if necessary, improve the reimbursement procedures at the campus. The unit members may refer any unresolved issues to the campus office of human resources.

2. Reimbursement of employee expenses is further defined by the Memorandum of Understanding regarding Administrative Practice Letter #26, attached to this Agreement as Appendix D.

D. Procurement Cards

When the University implements a system-wide procurement card system, unit members who are obligated to regularly expend money in the performance of their job responsibilities will be issued cards subject to approval of the respective campus Chief Financial Officer. Unit members will use these cards in conformity with University of Maine System policy as set out in Administrative Practice Letter 45 (April 28, 1999), or its comparable successor, and will not incur any personal liability for properly authorized University expenses when using such cards in the performance of University business.

Other unit members may be provided with a procurement card subject to the University purchasing card policy.

Article 22 – Outside Employment

- A. Outside employment as used in this Article means employment, including self-employment, which is not contracted for through the University and for which any remuneration paid is not paid through the University.
- B. Unit members who intend to engage in outside employment, which is related to the unit member's profession, shall promptly report in writing the nature and extent of the proposed commitment to the appropriate supervisor.
- C. If the appropriate supervisor believes that the employment conflicts with the unit member's assigned responsibilities, the University's obligations under applicable laws, or constitutes a conflict of interest, the supervisor shall meet with the unit member. If, following the meeting, the supervisor does not approve the employment, the unit member shall not engage in the employment. The supervisor shall give written reasons for that decision and the unit member may submit a grievance at Step 2 of the grievance procedure. Conflict of interest shall mean such situations as outside employment with a contractor doing business with the University, or performance of services for compensation which the University provides at no charge.
- D. No unit member shall use any University resources in connection with any outside employment, unless permission for such use has been obtained in advance and in writing from the supervisor. In the event that University resources are used, the unit member shall reimburse the University for the use of such resources at rates applicable to other non-University users.
- E. Unit members shall promptly report in writing to the appropriate supervisor any changes in the nature or extent of outside employment which is required to be reported pursuant to Section B of this Article. Any such outside employment which continues from one (1) year to the next shall be reported in writing if such a report is requested by the University. No unit member shall claim to be an official University representative in connection with outside employment unless so authorized by the Chancellor or the chief campus administrative officer or designee(s) of those individuals.
- F. Unit members shall have the right to seek outside employment beyond their assigned responsibilities except as modified by this article.
- G. When unit members are engaged in outside employment or expression of personal opinion and the conclusion might reasonably be drawn that they are representing the University, they have a responsibility and an obligation to indicate that they are not University representatives.

Article 23 – Bargaining Unit Work

- A. Unit members may have duties and responsibilities which, in whole or in part, are the same as or related to the responsibilities of other University employees. In the event of a reduction in force, the University shall

not discriminate in the selection of personnel to accomplish the reduction on account of membership within the unit.

- B. The University agrees that it shall not utilize temporary, classified or non-unit employees or volunteers in the performance of responsibilities being performed by unit members in order to undermine the bargaining unit.

Article 24 – Non-Discrimination

The University and the Association agree not to discriminate illegally with respect to wages, hours, and working conditions based upon: race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin, citizenship status, age, disability, genetic information, veterans status or membership or non-membership in the Association.

Article 25 – No Strike or Lockout

The Board and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of law in this regard will not be violated. The Board agrees it will not lock out any or all unit members during the term of this Agreement. There shall be no strikes, slow-downs or interference with the normal operation of the University by the Association or unit members during the term of this Agreement.

Article 26 – Program Elimination and Transfer

- A. In the event that a program is to be eliminated on a campus or site and transferred to another campus or site, the unit members affected by such a transfer shall have a right to move with the program. Unit members who move with the program shall have the right to the same or equivalent position except where none is available due to bona fide financial or program reasons.
- B. The University shall reimburse documented moving costs and relocation expenses, including temporary housing to those individuals who choose to move with the program up to a maximum of \$1,500. In addition, the University may elect to reimburse actual, reasonable, and necessary expenses which exceed this amount.

Article 27 – Separability

In the event that any provision of this Agreement is found to be inconsistent with existing state or federal law, the provisions of such state or federal law shall prevail and, if any provision herein is finally determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request of either party.

Article 28 – Health and Safety

- A. The University shall comply with applicable provisions of federal and state laws and regulations in respect to employment safety and health insofar as they pertain to the working conditions of unit members. Recognizing that some jobs are inherently dangerous, no unit member will be required to perform work which exposes the unit member or others to unusual risks or for which the unit member has not received appropriate safety training. Vehicles, machinery, and other equipment provided by the University shall be mechanically safe.
- B. The University may adopt policies relating to the regulation of smoking in the work place by unit members. The Chief Administrative Officer or designee shall consult with a designated campus Association representative prior to implementation of a change in a campus-wide smoking policy. Such policies shall not conflict with state laws or regulations.
- C. The University agrees to use the following guidelines for unit members assigned to perform work on Video Display Terminals.

1. **Pregnant V.D.T. Operators**

Research has not shown any known radiation hazards from VDT's now being manufactured. However, for a pregnant VDT operator, who requests it, every effort shall be made to reassign her to other work or to another position not involving regular VDT use for the duration of her pregnancy. If reassignment is not possible, the unit member shall be eligible for an extended leave of absence as described in Article 19, Section A.1 of this Agreement. Such a request shall not be unreasonably denied.

2. **Workstation Design**

When the operator is seated at a VDT, the workstation design should satisfy certain physical dimensions. The following dimensions are best for most people (adjustments may be needed for shorter or taller operators):

- a. view angle - 10-20 degrees below horizontal, to edge of screen no higher than eye level
- b. viewing distance – 17 1/2 - 19 1/2
- c. keyboard height - 29-31 inches at home row keys (see Figure 1)

Other important features include: detachable keyboard, adjustable chair, and adjustable table height. Screen tilt and document holder are also highly desirable. It is important that attention be given to the workstation to insure safe and comfortable conditions for the operator.

3. **Lighting and Vision**

VDT operation is visually demanding work. In order to reduce the likelihood of eyestrain, headaches, and associated problems, the following are recommended:

- a. Terminals should have adjustable brightness and contrast, and good copy/background color and contrast.
There should be no visible flicker of characters.
- b. Proper lighting can be achieved by:
 - avoiding overly bright general illumination;
 - eliminating glare and reflections, by closing window shades or blinds, placing the VDT screen at right angles to windows and light fixtures, using diffused lighting systems;
 - avoiding large differences in brightness and contrast between written copy, the screen, and the surroundings (walls, desk-tops, etc.). Direct adjustable task lighting may be helpful.
- c. Periods of non-VDT time shall be included in the daily work schedule by performing other duties to prevent potential eyestrain, muscle aches, and psychological distress.

4. **The University and the Association agree to monitor VDT experience within and outside of the University and inform one another of any substantial changes in research or technology as they may occur.**

5. **VDT safety is a shared responsibility, requiring employee attention to ergonomics and proper use of equipment as well as appropriate equipment, training and workstation setup provided by the University. Each campus shall establish a procedure by which a unit member may request a review of a workstation for compliance with the guidelines in Sections C.2 and C.3. The University will ensure that all unit members and their supervisors are informed of the procedure and about the importance of proper workstation design. The procedure shall include the following elements:**

- a. The Unit member may request that the University complete a workstation assessment by the appropriate campus office/official.
- b. The assessment shall result in a written response and, where appropriate, recommendations. The response shall be distributed to the unit member who requested the assessment and the unit member's supervisor.

- c. The supervisor of the unit member who requested the assessment shall respond in writing regarding implementation of recommendations. The response shall be distributed to the person who conducted the assessment and the unit member who requested the assessment. The University shall not unreasonably deny implementation of any recommendation.
 - d. If the recommendations resulting from the assessment are not implemented by the supervisor, the unit member may request a review by the chief administrative officer or that person's designee.
6. Unit members whose work requires use of a video display terminal or similar equipment may be required to attend training regarding the proper use of the VDT. Any employee who uses a VDT or similar equipment may request the training. Such a request shall not be unreasonably denied.
- D. Safety is a shared responsibility, requiring employee attention to safe work practices and compliance with safety rules and regulations as well as appropriate equipment and training provided by the University.
- 1. The University shall provide all personal protective equipment and health and safety training required for employees by state and federal laws and regulations. All unit members will be advised of and will abide by University safety regulations and will use appropriate safety equipment and protective clothing required and provided by the University.
 - 2. Each campus shall establish a procedure by which a unit member may request a safety review of a work location or equipment. The University will ensure that all unit members and their supervisors are informed of the procedure. The procedure shall include the following elements:
 - a. The unit member may request that the University complete a work location assessment by the appropriate campus office/official.
 - b. The assessment shall result in a written response and, where appropriate, recommendations. The response shall be distributed to the unit member who requested the assessment and the unit member's supervisor.
 - c. The supervisor of the unit member who requested the assessment shall respond in writing regarding implementation recommendations. The response shall be distributed to the person who conducted the assessment and the unit member who requested the assessment. The University shall not unreasonably deny implementation of any recommendation.
 - d. If the recommendations resulting from the assessment are not implemented by the supervisor, the unit member may request a review by the chief administrative officer or that person's designee.
 - 3. Unit members may request non-mandatory safety training. Such a request will not be unreasonably denied.
- E. Any health and/or safety committee that exists or is established at any campus shall have a representative appointed to it by the Association.
- F. The parties recognize that a productive work environment requires reasonably comfortable temperature and humidity conditions in indoor work areas. When it is not possible to maintain reasonably comfortable working conditions, the University, upon a unit member's request, shall take reasonable steps including but not limited to reassigning unit members to alternate locations or providing frequent breaks during which the unit member may go to a different location. Such actions will be taken with consideration of the health and comfort of the unit member, the University's need to provide services, and the nature of the work performed.

Article 29 – Retirement

- A. 1. The University shall continue the University of Maine System Retirement Plan for Faculty and Professional Employees for unit members. Contribution rates shall be as follows:

a. University share	10% of unit member's annual base salary
b. Unit member's share	4% of his/her annual base salary
TOTAL	14% of unit member's annual base salary

2. Existing retirement plans other than the University of Maine System Retirement Plan for Faculty and Professional Employees in which the University participates shall be continued for covered unit members, so long as such plans permit participation by the University. The University of Maine System Retirement Plan for Faculty and Professional Employees shall consist of a single record keeper whose rules of participation have been mutually agreed upon by the parties.
 3. Unit members initially employed on or after January 1, 2010 shall have a five (5) year period from the date of eligibility to participate in the University of Maine System Basic Retirement Plan for Faculty and Professional Employees for the purpose of vesting the University of Maine System's retirement contribution. Unit members employed on or after January 1, 2010 who leave University service, unless the vesting period is satisfied, have no right to ownership of any funds contributed by the University of Maine System or any right to otherwise use those funds in any fashion. Upon separation of the unit member prior to completion of five (5) years of continuous, regular service from the date of eligibility to participate in the retirement plan, University contributions shall revert to the University.
- B. 1. Unit members employed on or before June 30, 2006, who are enrolled in the University of Maine System Retirement Plan for Faculty and Professional Employees and who are at least fifty-five (55) years of age and who have at least ten (10) years of continuous, regular full-time equivalent service are eligible for the retirement benefits specified below. Unit members on leave of absence are eligible so long as they meet all other eligibility requirements.
- a. Upon retirement the unit members shall be eligible to receive a lump sum contribution to the basic University of Maine System Retirement Plan for Faculty and Professional Employees plan. The lump sum shall be equal to one and one-half per cent (1.5%) of the unit member's final base salary for each completed year of continuous regular full-time equivalent University service excluding service of represented faculty who were hired into an AFUM represented position on or after July 1, 1996 up to a maximum of twenty-seven (27) years of service. If a unit member's work year or job status has been reduced for the benefit of the University, in the three year period prior to retirement, the salary used in calculating the lump sum contribution shall be the final salary increased to reflect the former work year.
 - b. The lump sum described above shall be deposited in the unit member's basic University of Maine System Retirement Plan for Faculty and Professional Employees retirement account up to the maximum amount possible in accordance with regulations of the Internal Revenue Service (IRS). Any remaining amount shall be deposited in the unit member's basic retirement account in the next January following the date of retirement up to the maximum possible in accordance with IRS regulations. Any remaining balance shall be deposited in the unit member's basic retirement account in the following January, in accordance with IRS regulations.
 - c. Employees who retire under these provisions shall be eligible for health insurance continuation in accordance with University policy for retirees in effect at that time. Effective January 1, 2017 the parties understand the policy will be amended as follows: individual health premiums for all Medicare eligible unit members retiring on or after that date or when they become Medicare eligible in retirement for the Unit member's own coverage will be a single contribution rate of 20%.
2. Unit members may participate in the University's Partial/Phased Retirement Program in accordance with existing Program provisions in effect at that time.
- C. Unit members upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.

- D. Effective January 1, 2017 the parties understand UMS will amend existing University retiree policy to reflect that individual health premiums for all Medicare eligible unit members retiring on or after that date or when they become Medicare eligible in retirement for the Unit member's own coverage will be a single contribution rate of 20%.

Article 30 – Parking Fees

Parking fees for unit members shall not exceed the following amounts for the academic year:

UM	USM	UMPI
\$35	\$25	\$10

Funds collected shall be utilized for the support of the parking programs. Fees at other campuses shall remain unchanged for the term of this Agreement.

Article 31 – Non-Renewable Fixed Length Appointment

- A. "Non-renewable Fixed length appointment" shall mean an appointment which is for a specified duration which shall not exceed two (2) years. Non-renewable fixed-length appointments which are extended beyond two (2) years shall result in a continuing appointment unless mutually agreed otherwise by the Association and University. All fixed length positions in excess of one hundred-eighty (180) days shall be filled consistent with the requirements of Article 7. B. All fixed length appointments are by definition non-renewable. Fixed length appointments shall not be used to circumvent the process for filling continuing appointment positions.
- B. Non-renewable Fixed length appointments shall be used only for employees in classifications where such appointments have previously been used, and other similar circumstances, such as: replacement for an employee on leave of absence, "acting" or interim appointments, and projects or programs expected to have a limited duration.
- C. Non-renewable Fixed length appointments shall include a probationary period which shall not exceed twelve (12) months. Employment thereafter shall be for the length of the appointment except in the case of termination for just cause or bona fide financial or program reasons.
- D. Upon notification that the fixed length appointment is concluded, the unit member has no claim on any continuing appointment position in the unit.
- E. 1. For two (2) years following the effective date of cessation of employment in a fixed length appointment, a unit member may be placed on a recall list. To be eligible for inclusion on a recall list, the unit member must indicate a desire to be on the list and must not be employed in an equivalent full-time University position.
2. For two (2) years following the effective date of cessation of employment, all persons on the recall list shall regularly be informed of University position vacancy announcements in the unit by the campus of layoff for any other positions which result after completion of the procedures described in Article 7, Job Openings and Promotions, section B.1. University wide position openings will be posted at campus Human Resource offices or be made available by electronic media where such technology is available. A unit member may request forwarding of announcements by the campus of layoff. It shall be the unit member's responsibility to keep the campus of layoff advised of the unit member's current address for the purpose of sending vacancy announcements.
3. Unit members who desire to be placed on a recall list in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of cessation of employment. The University will inform unit members in writing prior to the effective date of cessation of employment of their eligibility to be placed on a recall list and the procedures to exercise this right.

Article 32 – Employee Assistance

The University and the Association recognize that an Employee Assistance Program can be a valuable resource to both unit members and the University. The purpose of an Employee Assistance Program is to provide confidential, voluntary assistance to unit members and their families in dealing with personal problems which may have a detrimental effect on the employee's job performance. Any services provided directly by a University Employee Assistance Program shall be at no charge to the unit member. Information obtained from an employee through the Employee Assistance Program shall be confidential and disclosed only in accordance with the law.

Article 33 – Conditions of Agreement

This is a tentative agreement and shall be of no force and effect unless and until all of the following occur:

- A. The tentative agreement is approved by the Board of Trustees of the University of Maine System; and
- B. The tentative agreement is ratified by the Universities of Maine Professional Staff Association of the Maine Education Association/NEA.

Article 34 – Benefits Eligibility for Part-Time Regular Employees

- A. 1. When it is mutually beneficial to the University and a unit member, a full-time regular employee with continuous service equaling five (5) full-time equivalent years may request a reduction in schedule and be eligible for pro-rated benefits available to full-time regular employees. The schedule reduction shall be to no less than one-half time. The reductions will normally be for an indefinite duration, and there will be no right to return to full-time regular status. However, if the unit member and the University agree at the time the reduction occurs, the reduction may be for a specified period with a return to full-time regular status guaranteed at its conclusion. Final approval or disapproval of a voluntary schedule reduction request shall be at the sole discretion of the campus chief administrative officer or designee and shall be communicated to the unit member in writing.
- 2. The same benefits eligibility as full-time regular employees shall apply to part-time regular employees who work at least twenty (20) hours per week and who have the equivalent of five years full-time continuous regular service.
- B. 1. Annual leave and disability leave accruals and usage shall be in accordance with policies for part-time regular employees. Holiday benefits shall also be in accordance with policies for part-time regular employees. At the time the reduction becomes effective, the employee may carry forward only the pro-rated maximum leave balances. The employee may use excess annual leave or, if there is no opportunity to use the leave, may be paid for the amount of annual leave which may not be carried forward.
- 2. For purposes of determining sabbatical eligibility, service shall be counted in full-time equivalence. A year of service at half-time shall count as one-half year toward sabbatical eligibility.
- C. Coverage in the group health plan may continue. The employee will pay any premium for which a full-time regular employee is responsible.
- D. Basic life insurance will be based on the reduced salary. The employee will pay any premium for which a full-time regular employee is responsible.
- E. Long term disability coverage will be provided based on the reduced salary.
- F. Contributions to the University of Maine System Retirement Plan for Faculty and Professional Employees will be made in the percentages applicable to full-time regular employees. Contribution amounts shall be based on the reduced salary.
- G. Tuition waiver shall continue at the level available to part-time regular employees for both employee and dependent waiver.

- H. Employees with a reduced schedule will continue to be eligible for supplemental life insurance, tax deferred annuities, short term disability, and advantage accounts.
- I. An application for a Voluntary Schedule Reduction shall ordinarily be submitted at least two months prior to the requested effective date. This time limit may be waived when an earlier effective date is beneficial to both the employee and the University. The application form shall be completed by the employee and submitted to the supervisor. The supervisor shall make a recommendation and forward the form for administrative review, regardless of whether the supervisor's recommendation is positive or negative. The Application shall be reviewed by administrators designated by the campus. A final decision shall be made by the President (Chancellor for System employees) or the President's designee and communicated to the employee in writing.

Article 35 – Productivity

The University and the Association recognize a common interest in the quality of service to students and the public and in the financial strength of the University. All University employees are responsible for delivering services in a cost effective manner and for striving to increase productivity within the University. The Association agrees to contribute to and cooperate with campus and System productivity initiatives which are consistent with the terms of this Agreement.

Article 36 – Technology and Intellectual Property

- A. UMPSA and the University of Maine System agree that the following is included in the February 2, 2002, policy document entitled: "Statement of Policy Governing Patents and Copyrights." The following provision is included in Section VII Disposition of Income and is the third paragraph of that section. It is hereby agreed that:
 - 1. For the first \$100,000 of cumulative net income the default minimum distribution shall be as follows:
 - a. 50% to the professional creator / inventor
 - b. 50% to the University
 - 2. For cumulative net income in excess of \$100,000 the default minimum distribution shall be as follows:
 - a. 40% to the professional creator / inventor
 - b. 60% to the University
- B. The above distributions shall serve as minimum default distribution of income, nothing precludes or prevents individual agreements being arrived at by members of the Professional Bargaining Unit and the University which exceeds the distribution plan outlined above. In the event that an individual agreement is executed, UMPSA, as the exclusive bargaining representative, shall receive a copy of such agreement.
- C. Any disputes which might arise under this policy, including disputes concerning the determination of what constitutes net income, shall be submitted to the University Intellectual Property Committee for final and binding resolution.

Article 37 – Duration

- A. The provisions of this Agreement shall be effective as of the date of its execution or July 1, 2019, whichever comes later unless otherwise specified herein, and shall continue in full force and effect until and including June 30, 2021.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.

C. Either party may serve upon the other a notice at least sixty (60) days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed this 12th day of November, 2019, as indicated below.

For the University of Maine System:

For the Universities of Maine Professional Staff Association, MEA/NEA:


Daniel P. Malloy, Chancellor


Neil J. Greenberg, Co-chief Negotiator


Jennifer A. Perry, Co-chief Negotiator

APPENDIX A – STEP 1 GRIEVANCE FORM



**UNIVERSITY OF MAINE SYSTEM
PROFESSIONAL & ADMINISTRATIVE STAFF UNIT
STEP 1 GRIEVANCE FORM**

Grievant _____ Date Filed: _____

CAMPUS: _____ UMPSA Grievance Representative: _____

Department: _____ Mailing Address: _____

Mailing Address: _____

Article(s) and Section(s) of Agreement violated: _____

Statement of grievance (including date of acts or omissions complained of):

Redress sought:

I will be represented in this grievance by (check one): _____ UMPSA _____ myself.

UMPISA grievance representative's signature: _____
(If UMPISA is representing the grievant, an UMPISA representative must sign here.)

This grievance was filed with the office of _____ on _____

By (check one): _____ mail or _____ personal delivery.

Signature of Grievant _____

Date Received: _____ By: _____ Grievance Number: _____

DISTRIBUTION:	ORIGINAL	1 st COPY	2 nd COPY
Step 1	Administrator whose Action or decision is being contested	Grievant	Campus Grievance Person or UMPISA (Bangor)

APPENDIX B – GRIEVANCE DECISION REVIEW FORM



UNIVERSITY OF MAINE SYSTEM

PROFESSIONAL & ADMINISTRATIVE STAFF UNIT
GRIEVANCE DECISION REVIEW FORM

DATE: _____

TO: _____

I hereby request that a Step _____ review of the attached decision be made in connection with the attached grievance because:

I received the decision on _____ and filed this request for review at Step _____ with the Office of _____ on _____ by (check one: mail _____ or personal delivery _____)

UMPSA grievance representative's signature: _____

Name of Grievant

Signature of Grievant

Date Received: _____ By: _____ Grievance Number: _____

DISTRIBUTION:	ORIGINAL	1 st COPY	2 nd COPY
Step 2	Chief Administrative Officer or Designee	Campus Grievance File	Campus Grievance Person or UMPSA (Bangor)
Step 3	Chancellor or Designee	Campus Grievance File	UMPSA (Bangor)

APPENDIX C – SALARIED EMPLOYEES PERFORMANCE ASSESSMENT

UNIVERSITY OF MAINE SYSTEM SALARIED EMPLOYEE PERFORMANCE ASSESSMENT

PURPOSE

A meaningful and effective performance assessment system promotes and enhances an on-going, collaborative process between supervisors and employees in order to:

- a) mutually establish performance expectations and goals;
- b) provide feedback on accomplishments and areas in need of improvement;
- c) develop a plan for maintaining job performance at a satisfactory level or for improving performance.

The formal, written performance assessment for each assessment period summarizes the employee's job performance for that period. The assessment process is an opportunity to recognize positive performance and reinforce job expectations. Areas for improvement or challenges noted are meant to reinforce prior discussions and support/coaching.

INSTRUCTIONS

1. The time period for performance assessment shall encompass no more than a year prior to the date the evaluation form is completed.
2. The following characteristics/skills set should be kept in mind when completing performance assessment forms - the self-assessment, the 360 assessment (if used) and the supervisors' assessment of:
 - Written Communications
 - Oral Communication
 - Job Knowledge
 - Organization and Planning
 - Leadership
 - Supervision - if supervision is checked on the employee's Position Description Questionnaire (PDQ)
 - Dependability
 - Initiative
 - Problem Solving Ability
 - Flexibility/Adaptability
 - Professionalism

Questions pertaining to these characteristics are included after the instruction section.

3. The supervisor forwards to the employee a "Salaried Employee Self-Assessment " and an uncompleted "Salaried Employee Performance Assessment" form. The employee should complete the self-assessment using the job description and characteristics listed above as a guideline and return it within two weeks. The Performance Assessment form is provided as a guide for discussion. The supervisor will also forward a copy of the current job description to the employee. NOTE: This would be an appropriate time for the employee to review their PDQ to ensure that it reflects the current functions and percentages of time in each function.

4. Once the self-assessment has been returned or if it is not returned, within the two week period, the supervisor should schedule an interview with the employee.
5. If either the supervisor and / or employee choose to have others participate in the assessment process, both should be given a chance to invite participation from people of their choice. The employee must be given prior notice of participants who will be included in the performance assessment process. A description of the 360 degree process, sample letter and form are attached that may be used to facilitate this process. Any performance assessment forms provided from these evaluators will not be included in the permanent personnel file, nor will the unit member have access to them - they will be used only to assist the supervisor in completing the performance assessment form.
6. Prior to the interview the supervisor should first review the self-assessment and 360 feedback (if used) and then complete the assessment sections.
 - Using the job description and characteristics listed in #1 above, identify the employee's strengths. Please provide examples to support your observations.
 - Using the job description and characteristics listed in #1 above, identify the employee's challenges and areas in need of improvement. Please provide examples to support your observations.
7. During the interview the supervisor and employee should discuss the completed assessment forms. The job description should be reviewed with the employee. The supervisor should point out areas of satisfactory or outstanding performance as well as areas to be improved making specific suggestions for improvement.
8. The supervisor and employee should establish goals and objectives for the employee, which will be used in the next assessment.
9. After the performance assessment document has been completed both the supervisor and employee must sign the assessment form. If a copy of the assessment is not signed by the employee and returned within seven (7) calendar days, an unsigned copy shall be placed in the personnel file. The supervisor gives a copy to the employee, sends another copy through to the appropriate administrator and then to the custodian of salaried employee personnel files. No alterations or comments may be made on the form after the employee and supervisor have signed it.
10. Confidentiality of the information is the shared responsibility of the supervisor, any reviewing administrator(s) and the file custodian. Ordinarily, the performance assessment document will be available only to the employee involved, his or her supervisor, appropriate administrators, and/or a duly designated representative in accordance with the collective bargaining agreement.
11. The employee will not have access to the actual input provided by employees or other individuals. In the event that an employee receives a rating of unsatisfactory and input was given by someone other than the supervisor, the employee may request and will receive a summary of comments from those who provided input, but the comments will not be attributed to the contributor. The employee, upon receiving an unsatisfactory rating when input has been sought and received, will have the right to ask another individual to provide input on their behalf.

REFERENCE QUESTIONS

APPENDIX C

Salaried Employee Performance Criteria

(For voluntary use in conjunction with the Salaried Employee Performance Assessment)

The questions listed below each criterion are intended to illustrate aspects of the performance area. Not all questions will be applicable to every position. In addition, there may be other dimensions of a criterion which apply to some positions. The questions are intended to assist, but not to limit, the evaluation.

- A. Communications (oral and written):
 - How well does the employee express him / herself?
 - How well does employee communicate with direct / indirect reports, peers, students, and other professional contacts?
 - How well does the employee keep his / her supervisor informed?

- B. Job Knowledge:
 - Assess the employee's command of the knowledge base required to perform the job.
 - How well does employee understand job responsibilities?
 - How well does employee understand and adhere to policies and procedures?
 - Does employee consistently attempt to expand job knowledge and keep abreast of developments in the field?

- C. Organization and Planning:
 - Does employee reappraise procedures or techniques to insure efficiency?
 - Does employee define and arrange activities in a logical manner?
 - Does employee effectively use resources including staff, time, money, and materials?

- D. Leadership and Supervision:
 - Does employee set a good example for others?
 - Does employee delegate appropriate tasks to direct/ indirect reports?
 - Does employee develop the capabilities of direct / indirect reports?
 - Does employee motivate direct / indirect reports so that they work together toward common objectives?

- E. Dependability:
 - Can the employee be relied on to fulfill job responsibilities in both routine and complex job situations?
 - Does employee observe and meet deadlines?
 - Is employee punctual for meetings?
 - What is the employee's attendance record?

- F. Initiative:
 - Does employee act independently when appropriate?
 - Does employee actively pursue or initiate projects for the benefit of the department and/or the University?

- G. Problem Solving and Creative Ability:
 - Does employee develop logical and creative solutions to problems and make effective decisions?
 - Can employee distinguish between significant and minor issues?
 - Does the employee's work reflect creativity?

- H. Adaptability:
 - Does employee adapt to changing work demands?
 - Is employee receptive to new ideas and concepts?

I. Professional Attitude:

Does employee demonstrate interest in the job, the department and the University?

Does employee emphasize the positive aspects of most situations?

Does employee work effectively under pressure or in crisis situations?

Is employee willing to work beyond normal expectations when work load and deadlines require it?

J. Productivity:

Does employee produce work at satisfactory levels?

Is the employee's work timely, complete and accurate?

K. Relationship with Others:

Does employee have the confidence of others?

Does employee work effectively with other people?

360 DEGREE PERFORMANCE ASSESSMENT PROCEDURE

APPENDIX C

UNIVERSITY OF MAINE SYSTEM 360-Degree Performance Assessment Procedure

In some situations, the supervisor or employee may want to expand input into a performance assessment and request that other people (e.g., project directors, clients, or others who have significant interaction with the supervisee) participate in the assessment of a supervisee, especially if the supervisor is not able to directly observe performance. This process is often referred to as a 360-degree performance assessment.

When a supervisor or employee has identified additional participants to provide input to a performance assessment, each participant will be contacted and provided with the approved UMS performance assessment instrument and a specific time frame for its return.

The following text may be used or adapted for this purpose.

To:

From:

Date:

RE: Annual Performance Assessment of _____ for the period of:

As someone who has significant interaction with the person noted above, I request your participation in providing input to this year's performance assessment. Please use the performance assessment document enclosed and return it with your comments and signature by [mm/dd/yy]. **Your input will not be available to the employee and any feedback given by the supervisor will not be attributed to any individual contributor.** Your input is considered confidential material, therefore, please do not share it with anyone.

Because performance assessment is important to an employee's professional growth and the University's advancement, please indicate strengths as well as areas that may benefit from additional training, development, and/or improvement based on your direct observation. This information will be part of the performance assessment conversation that will take place and will inform performance objectives for the coming year. Please note that the performance assessment is not a performance improvement plan, but is rather an opportunity to provide feedback and suggestions for building individual and organizational capacity.

Thank you for participating in this important process. Please feel free to contact me if you have questions concerning the assessment instrument, the process, or the time frame for submission of the completed assessment [telephone# & email].

360-Degree Performance Assessment Form

Employee:

Supervisor:

Please return to Supervisor by: _____

The following characteristics/skills set should be kept in mind when completing the performance assessment forms – the self-assessment, the 360 assessment (if used) and / or the supervisors' assessment of:

- Written Communications
- Oral Communication
- Job Knowledge
- Organization and Planning
- Leadership
- Supervision -if supervision is applicable
- Dependability
- Initiative
- Problem Solving Ability
- Flexibility/Adaptability
- Professionalism

1. Identify the employee's strengths. Please provide examples from the past year to support your observations.

2. Identify the employee's challenges and areas in need of improvement. Please provide examples from the past year to support your observations.

3. Additional Comments:

Contributor's Name: _____ Signature: _____

Date: _____

**SALARIED EMPLOYEE
SELF-ASSESSMENT**

5. Have you participated in professional development activities this past year? If so, please list these activities. How have they helped you develop? What type of professional development activities would be most helpful to you?

6. What do you suggest for goals in the upcoming year?

7. How can your supervisor help in your job performance and personal and professional development?

The following questions are optional. Your responses will be helpful to the University if you wish to respond. Please respond on a separate piece of paper, which will not be placed in your personnel file and will not be part of your performance assessment, unless you so wish. If you wish these responses to be placed in your personnel file, check here. _____

8. Do you feel that certain aspects of the University's structure and management particularly enhance or hamper your job activities? (Please cite positive or negative conditions which are particularly important to you.)

9. Overall comment (a short statement of your overall experience as a University employee during the past year):

Employee Name: _____ Employee Signature: _____

Date: _____

**SUPERVISOR'S SECTION
OF
PERFORMANCE ASSESSMENT**

APPENDIX C

UNIVERSITY OF MAINE SYSTEM SALARIED EMPLOYEE PERFORMANCE REVIEW

Employee _____ Date of Appointment to Current Job _____

Title _____ ASSESSMENT PERIOD From _____ To _____

Supervisor _____ Date of Assessment Interview _____

I. Job Description

- A. The supervisor and employee should review the job description to be certain that there is a mutual understanding of responsibilities of the job. Identify changes that have occurred in the position. Any changes in the job description must be approved by the appropriate University administrator before a new job description is placed in the employee's personnel file. Check here if the job description is being revised and forwarded for approval. _____
- B. Complete the attached assessment form using the job description - you may refer to the list of skill sets/ characteristics listed in #1 of the instructions to assist you.

1. List major achievements and accomplishments of goals set for the past year:

2. Highlight areas of the job description where the employee exceeds expectations:

3. Identify professional challenges faced in the past year:

4. Identify personal strengths:

Identify areas for growth or improvement: (include what needs improvement, action plan with timelines for improvement as well as support to be given by supervisor):

5. List plans/ goals for the upcoming year:

6. What training, professional development or other support is needed to support achievement goals? (The supervisor is the one completing this section.)

7. The employee's overall performance is unsatisfactory _____ satisfactory _____ outstanding _____.
If unsatisfactory is checked - please enclose documentation and a PIP (Performance Improvement Plan or include PIP that is presently in progress).

If outstanding, please explain.

8. Summary Comments (Optional):

Supervisor:

Employee:

Employee Signature: _____ Date: _____

The signature of the employee attests that s/he has been shown and has discussed the assessment and / or performance plan.

Supervisor Signature: _____ Date: _____

Department Head Review: _____ Date: _____

If appropriate:
Department Chair/Dean: _____ Date: _____

Please forward for inclusion in the official personnel file.

APPENDIX C1 – Recommendations from the Evaluation Committee

Recommendations from the Evaluation Committee

The Evaluation Committee would like to make the following three recommendations to enhance the professional assessment process:

- I. The Universities will abide by the University of Maine System Board of Trustee policy that requires annual assessments to be done. It is a job requirement of Supervisors to assess the employees that report to them. Those who fail in fulfilling this requirement should be held accountable for that performance failure.
2. The new Professional Performance Assessment tool should be the only assessment tool in use for professional unit members. Should a department, division or campus desire to deviate from this tool, the campus head of human resources will be required to follow the requirements of Article 13, Section L of the agreement with UMPSA in order to make that change.
3. Employees who have questions concerning the location of their official personnel file will be directed to campus Human Resources for an answer.

APPENDIX D – MOU re APL #26 Travel Reimbursement

Memorandum of Understanding

AGREEMENT made by, between and among the University of Maine System, an institution of higher education with principal offices at Bangor, Maine (hereinafter "University") and the Universities of Maine Professional Staff Association of the University of Maine, MEA/NEA, an employee organization with a place of business at Bangor, Maine (hereinafter "Association"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the University and the Association hereby agree as follows:

Pursuant to discussions between the parties regarding employee travel reimbursement, the following agreement has been reached by the parties:

1. Employees in bargaining units covered by this Agreement shall normally be reimbursed for travel based upon the actual expenses incurred. Such actual expenses shall include, but not be limited to, both meals and lodging.
2. Employees may, prior to the start of travel, request to be reimbursed for expenses incurred on a per diem basis for meals and / or lodging. Such requests shall, except in extraordinary circumstances, be approved by the administration.
3. In those instances where employees are reimbursed on a per diem basis, there will be one rate for meals and one rate for lodging. This rate will be the same as the Federal Standard per diem for the entire continental United States at the time of travel (CONUS Rate) unless the University, at its discretion, approves a higher per diem rate.

It is hereby affirmed that these represent the agreements reached by the parties in their discussions. No other agreements, promises or inducements are made or implied. These agreements represent the totality of the understandings reached.

These agreements will be incorporated into Administrative Practice Letter #-26 which shall be reissued with a new effective date upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: 2/21/03

By: Frank C. Gerry
University of Maine System

Dated: 2/21/03

By: Jerry Nadeau
UMPSA, MEA/NEA

APPENDIX E – MOU re SECCP Reclassification

Memorandum of Understanding

This Memorandum of Understanding is made by, between and among the University of Maine System, a body politic and corporate and an instrumentality and an agency of the State of Maine with principal offices at Bangor, Maine (hereinafter "System) and the Universities of Maine Professional Staff Association, MEA/NEA, an employee organization with a place of business at Bangor, Maine (hereinafter "Association"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the System and Association agree as follows:

1. The following Unit Member Initiated Position Review (hereinafter "Review") protocol will be established as part of the Salaried Employees Classification and Compensation Program for eligible unit members effective December 1, 2005. An eligible unit member is one who is on the payroll at the time of the request and remains on the payroll until final resolution.
2. Reviews for this process constitute a unit member's request using the approved Request for Salaried Classification Review (hereinafter "RSCR") form available on the System's web-site to seek an administrative evaluation to determine if the present duties performed are significantly different from those outlined in the unit member's current Position Description Questionnaire (PDQ). The RSCR shall be developed in consultation with the Association.
3. The employee and supervisor shall prepare a revised job description and a new PDQ to reflect the current duties being performed.
4. The revised job description and PDQ together with the completed and signed RSCR shall be submitted to the supervisor who will have 20 (twenty) working days to complete the supervisor's portion of the review and submit it to the campus Human Resources (HR) Office. The unit member shall be provided a copy of the RSCR at the time it is forwarded by the supervisor.
5. In the event there is a disagreement between the employee and the supervisor, the supervisor may indicate this disagreement in the supervisor's portion of the form. The supervisor may not require an employee to change an entry in the employee section of the form if the employee does not wish to do so. Both the employee's documentation and that of the supervisor shall be forwarded to the campus HR Office.
6. The campus HR Office will evaluate the position using the Point Factor Instrument and review the job family assignment to determine whether the employee's job has changed significantly. If a significant change in duties and responsibilities has occurred, the campus HR office will determine the appropriate job family, salary band, and placement within the salary band. The campus HR office will communicate the results of the position review to the unit member. Any change shall become effective on the date the completed review request was submitted by the unit member to the appropriate supervisor.
7. An employee who has been determined to warrant a salary adjustment as a result of a reclassification shall, except in exceptional circumstances, receive a minimum salary increase of 5% and be placed on at least the minimum and not more than the maximum of the salary band.

In the event an increase of less than 5% is granted, the University shall provide the Association with information concerning the exceptional nature of the circumstance.

Subject to the terms above, for employees hired prior to 01-01-05, the salary resulting from a reclassification may exceed the maximum of the salary band if necessary to provide for an increase of 5%.

A salary increase granted under the terms above shall not constitute an inequity within the SECCP.

8. The campus HR Office will have 20 (twenty) working days to provide the employee with written notice setting forth the reasons as to why the request was either approved or disapproved. A copy of this notice shall be provided to the UMPSA designated representative. In the event the campus HR Office fails to respond within 20 (twenty) days and there is no mutual agreement to extend the time limits, the employee may advance the matter to the next level of this procedure by filing written notice to the System Appeals Committee (SAC).
9. If the unit member is dissatisfied with the campus HR Office decision, the unit member may file a written appeal to the SAC within 20 (twenty) working days from receipt of the denial from the campus HR Office. The unit member's appeal shall state exactly what part of the campus HR Office decision they are appealing.
10. The SAC shall consist of one representative from the Association and one representative from the System. The SAC shall provide the unit member with a written response within 30 (thirty) working days.
11. If the SAC is able to reach consensus that the job has or has not changed significantly, they shall inform the campus HR, the unit member and the supervisor of their findings. Such findings shall be final and binding and may include any changes to any Factor Rating or a change in Job Family. The campus HR Office shall implement the findings of the SAC and will compute any increase in salary and will communicate that determination to the supervisor and the unit member and Chair of the Association Salary Committee. Any change shall become effective on the date the completed review request was submitted by the unit member to the appropriate supervisor. If the SAC denies the request, said denial will end the review process.
12. If the SAC is unable to reach consensus, the appeal will be forwarded to the single arbitrator selected by the parties to hear such appeals. If the arbitrator determines that there has not been a significant change in the job duties and responsibilities, the arbitrator shall deny the appeal. The arbitrator's decision shall be binding and no other avenue, including Article 15 - Grievance procedure, will be available to the unit member to appeal the denial. If the arbitrator approves the appeal, the campus HR Office will calculate the salary band and placement in the band and communicate any change to the unit member. Any change shall become effective on the date the completed review request was submitted by the unit member to the appropriate supervisor. The selection of the arbitrator shall be subject to periodic review.
13. Employees shall be granted release time to present their own appeal or serve on the SAC. The System agrees to provide training to those unit members who are designated to serve on the SAC.
14. Any fees charged by the impartial arbitrator shall be borne equally by the System and the Association.
15. All reviews shall be filed within the time limits set forth or the review shall be deemed to have been resolved by the decision at the prior step. The time limits herein may be extended by mutual agreement of the System and Association.
16. Should a request for review result in the granting of an increase in salary, the unit member's manager may be allowed to eliminate the assigned duties that resulted in the granting of the increase. The employee will receive compensation from the date of the employee request for review until the duties are actually taken away.
17. Article 17 (C) (2) of the Collective Bargaining Agreement shall be amended to read, "A unit member who believes she/he has been assigned significant additional responsibilities may request consideration for an increase as described in the Memorandum of Understanding dated February --, 2006."
18. In the event there is any conflict between this Memorandum of Understanding and the Professional Agreement, this Memorandum of Understanding shall be controlling.

19. The Association and System agree to meet and confer on an as needed basis to discuss issues related to the implementation and application of the Review Protocol.
20. No later than October 31 of each year, the University System shall provide to the Association a data file containing the name, campus address, position, job family, point factor count, wage band and salary of all members of the unit. Those members of the unit who are new shall be grouped by their start date.
21. Commencing with the effective date of this agreement, the University System agrees to provide the Association with a quarterly report of all new employees in the unit. This report shall also contain the job factor points, wage band assignment, actual salary.

This appendix is designed to present the definition of terms frequently used in the Salaried Employee Classification and Compensation Program. They are provided for information purposes and reflect current thinking on any given issue but are not controlling.

Position Description Questionnaire (PDQ) - Document used by employees and supervision to determine the actual duties, skills and elements of a given position

Point Factor Instrument (PFI) - Scoring sheet for the PDQ

Quartile - Salary bands are divided into sections, each individual section represents a quartile

SECCP - Salaried Employee Classification and Compensation Program

Significant Change in Duties and Responsibilities - Is present when either:

1. changes will result in increases in at least two factor ratings on the PFI and at least a 10% increase in the point value of the position, or
2. a change in Job Family assignment that affects the salary band.

3-2-06
Date

2/28/2006
Date

Fred E. Hargy
University of Maine System

Kenneth M. Sullivan
Universities of Maine Professional Staff Association,
MEAA/EA

APPENDIX F – MOU re Telecommuting

Memorandum of Understanding

This Agreement ("Agreement") is made by, between and among the University of Maine System, a body politic and corporate and an instrumentality and an agency of the State of Maine with offices in Bangor, Maine, (hereinafter " University"), the Associated C.O.L.T. Staff of the Universities of Maine {ACSUM), MEA/NEA, an employee organization with a place of business in Bangor, Maine, and the Universities of Maine Professional Staff Association (UMPSA), MEA/NEA, an employee organization with a place of business in Bangor, Maine hereinafter ("Associations"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the University and the Association hereby agree as follows:

1. The University Telecommuting Guidelines dated December 10, 2008 are hereby amended as follows for the purpose of approving telecommuting agreements for employees represented by the Association:

In the event that more than one unit member in the same classification and the same department wishes to participate in the telecommuting program of the University and in all other aspects they possess equal qualifications, the most senior unit member shall receive the telecommuting assignment, if both cannot be approved.

This agreement shall be in full force and in effect until June 30, 2011 and shall be incorporated as an appendix to the parties' successor collective bargaining agreement.

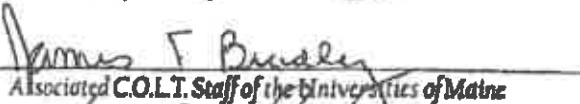
2. It is hereby affirmed that this document represents the agreement reached by the parties in their discussions over the telecommuting policy. No other agreements, promises or inducements are made or applied. This Agreement represents the totality of the understandings.
3. In the event that this Agreement conflicts with any provision of the collective bargaining agreement between the Association and the University, this Agreement shall be controlling.
4. By signing below, the parties witness their agreement to all the terms and conditions set forth in this Agreement.

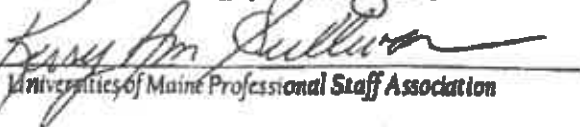
7-15-09
Date

10-29-09
Date

7-15-09
Date


University of Maine System


Associated C.O.L.T. Staff of the Universities of Maine


Universities of Maine Professional Staff Association

APPENDIX G – APPD EHPTF Plan Design Recommendations

Health Program		Plan Design Effective 2/1/2014	
Base Health Plan	Provision	POS - In Network	CompCare
	Inpatient Hospital Deductible	Meet or exceed UMS Quality and Cost criteria = \$0	Meet or exceed UMS Quality and Cost criteria = no change
		Below UMS Quality and Cost criteria = \$100 IP Deductible	Below UMS Quality and Cost criteria = additional \$100 IP Deductible
	Non-Wellness PCP Visit Co-pay/Coinsurance	Meet or exceed UMS Quality criteria = \$10	UMS Cost & Quality design criteria = Subject to Current deductibles then 15%
		Below UMS Quality criteria = \$20	Below UMS Quality criteria = Subject to Current deductibles then 20%
	Specialist Co-pay	Meet or exceed UMS Quality criteria = \$20	Meet or exceed UMS Quality criteria = no change
		Below UMS Quality criteria = \$25	Below UMS Quality criteria = Subject to Current deductibles then 75%
	Selection of PCP Required	Yes	Yes (no referrals required)
	Urgent Care Facility	\$25	\$25
	Emergency Room Visit (if not admitted)	\$100	Additional \$100 deductible per visit
Prescription Drugs	Co-pays	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40
	Step Therapy	Yes (existing therapies grandfathered)	Yes (existing therapies grandfathered)
Health & Wellness	Participation Incentive - Phase I Biometric Screening Wellness Points Health Assessment	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium Total Cholesterol (TC) HDL TC/HDL Ratio Triglycerides Glucose Blood Pressure Weight Height umsriseup.maine.edu umsriseup.maine.edu	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium

*UMS current methodology for Tiering can be found on the UMS Benefits webpage at: <http://www.maine.edu/system/hr/medicalgip.php>. Current UMS criteria may change as UMS refines the criteria in conjunction with the Maine Health Management Coalition and the Employee Health Plan Task Force (EHPTF).

APPENDIX H – MOU re Extraordinary Raises

APPENDIX H

JP 1/16/14



UNIVERSITY OF MAINE SYSTEM

**Office of Human Resources
16 Central Street
Bangor, ME 04401-5106**

**Human Resources: 207-973-3370
Benefits: 207-973-3360
Labor Relations: 207-973-3364
Fax: 207-973-3364
Payroll: 207-973-3360
Fax: 207-973-3349
TTY: 207-973-3362
www.maine.edu**

January 16, 2014

The University of Maine

**University of Maine
at Augusta**

**University of Maine
at Farmington**

**University of Maine
at Fort Kent**

**University of Maine
at Machias**

**University of Maine
at Presque Isle**

**University of
Southern Maine**

**Jennifer Perry
UMPSA Chief Negotiator
University of Maine
Orono, ME 04473**

Dear Ms. Perry:

The parties have discussed the implementation of the extraordinary pay increase portion of the cohort pay processing. Due to concerns expressed by the UMPSA bargaining unit, the University of Maine System will be reviewing proposed extraordinary pay increases from each University prior to their implementation. The University of Maine System's review is to check for and address any inconsistencies that may be reflected in its review of the recommended increases.

The University of Maine System will share with UMPSA the final number of extraordinary pay increases before or upon implementation.

Sincerely,

Mark R. Schmeitz

APPENDIX I – Performance Improvement Plan Form

Work Performance Improvement Plan

Employee Name: _____ **Date:** _____
Supervisor: _____ **Department:** _____

A Performance Improvement Plan (PIP) may be an appropriate tool for the management of employee job performance when documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. A PIP shall occur following an unsatisfactory evaluation or at any other time where documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. No PIP shall be required for regular employees where cause exists for termination of employment and no PIP shall be required for probationary unit members. Any PIP used in the performance management of UMPSA unit members shall be accompanied by documentation or evidence of unsatisfactory performance and shall be drafted with an opportunity for input of the affected employee. PIPs shall be documented on the PIP form and shall meet the following criteria:

1. All performance deficits will be clear, specific, and supported by evidence.
2. Goals shall be specific, objective, and measurable.
3. Where and when applicable and appropriate a statement of the assistance to be provided by the supervisor and/or others shall be connected to each objective.
4. A timeline for the evaluation and completion of the PIP. PIPs shall be for no longer than 90 days. However, this does not preclude subsequent PIPs.

In the instance where a PIP is completed in a satisfactory fashion the PIP shall be clearly marked as having been completed satisfactorily. A satisfactorily completed PIP shall be removed from the employee's file 18 months after satisfactory completion, unless there are repeated performance concerns within those 18 months.

The following describes areas of concern and or substandard unacceptable work performance: Please provide a narrative summary of concerns here.

Work Performance Improvement Plan

Performance area to be improved				
Action to be taken for improvement				
Supervisor's role in helping employee improve performance				
Dates to meet with supervisor				
Expected results				
End Date				

I understand that my failure to improve my work performance to the acceptable standard described above may result in additional work performance improvement plans and or disciplinary action, up to and including dismissal.

Employee: _____

Additional steps, I as a supervisor, will take to support the employee in achieving these expectations:

Supervisor: _____

Cc: Personnel File
Human Resources

UMS-HR PIP 12202019

APPENDIX J – MOU re Compensatory Time

Memorandum Of Understanding

AGREEMENT made by, between, and among the University of Maine System, (hereinafter "UMS") and the Universities of Maine Professional Staff Association of the Universities of Maine, MEA/NEA, (hereinafter "UMPSA"). The University and UMPSA agree as follows:

Pursuant to discussions between the parties regarding compensatory time, the following agreement has been reached by the parties:

Compensatory time is a form of compensation that is provided in lieu of pay for overtime worked. The purpose of compensatory time is to allow employees to have time off at a later date and as such it is to be scheduled and taken. Supervisors will review work demands and scheduling considerations so as to only permit the accrual of comp time which may reasonably be utilized and scheduled.

Each Unit Member and Supervisor shall regularly review work demands and scheduling considerations so as to identify times when accrued compensatory leave may/should be used.

- **Employee requests to use accrued compensatory time shall be granted within a reasonable period after making the request so long as such request does not unduly disrupt operations.**
 - **In the event an employee is not scheduling accrued compensatory time, supervisors shall first meet with the employee to remind them of opportunities they have to use the time and the purpose of compensatory time. If after this conversation the employee does not schedule their accrued compensatory time the supervisor may schedule the employee to take time off. The supervisor shall consult with the employee before finalizing the schedule.**
- 1. Pilot Program to run through August 31, 2018 (This allows for a full academic year of experience)**
 - 2. For the term of the pilot managers may elect to compensate employees for overtime worked by utilizing up to 60 hours of compensatory time (see note below for high utilization areas**).**
 - **The decision to utilize compensatory time vs. pay for OT worked will be applied consistently among similarly classified employees in a work unit.**
 - **The decision to accrue over 60 hours of compensatory time will be made with mutual agreement of the employee and manager.**
 - 3. **During the pilot program high utilization areas at all campuses (residence life, enrollment management/admissions, and athletics) may elect to compensate employees for overtime worked by utilizing up to 180 hours of compensatory time. The decision to utilize compensatory time vs. pay for OT worked will be applied consistently among similarly classified employees in a work unit.**
 - 4. In August 2017 any compensatory time balances in excess of 60 hours will be paid out to bring such balance to 60 hours.**

5. Should the pilot expire with no subsequent agreement:

All compensatory time balances will be paid out (August 2018)

- Managers may elect to compensate employees for overtime worked by utilizing up to 60 hours of compensatory time (this applies to all work units). Any compensatory balances remaining in August of each year will be paid out.

James Bradley

FOR UMPSA

Jennifer A. Perry 7/10/19
[Signature]

Don Pratt

FOR UMS

APPENDIX A



UNIVERSITY OF MAINE SYSTEM
PROFESSIONAL AND ADMINISTRATIVE STAFF UMPSA
STEP 1 GRIEVANCE FORM

Grievant: _____

Date: _____

CAMPUS: _____

UMPSA Grievance
Representative: _____

Department: _____

Mailing Address: _____

Mailing Address: _____

Article(s) and Section(s) of Agreement violated: _____

Statement of grievance (Including date of acts or omissions complained of):

Redress sought:

I will be represented in this grievance by: (check one)

UMPSA

Myself

UMPSA grievance representative's signature _____

(If UMPSA is representing the grievant, an UMPSA representative must sign here).

This grievance was filed with the office of _____ on _____

by (check on)

mail or

personal delivery

Signature of Grievant _____

Date Received: _____ By _____ Grievance Number _____

DISTRIBUTION

ORIGINAL

1st COPY

2nd COPY

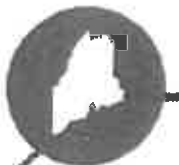
Step 1

Administrator whose
action or decision
is being contested

Grievant

Campus Grievance
Person or UMPSA
(Bangor)

APPENDIX B



UNIVERSITY OF MAINE SYSTEM
PROFESSIONAL AND ADMINISTRATIVE STAFF UNIT
GRIEVANCE DECISION REVIEW FORM

DATE: _____

TO: _____

I hereby request that a Step _____ review of the attached decision be made in connection with the attached grievance because:

I received the decision on _____ and filed this request for review at Step _____ with the office of _____

on _____ by: (check one) mail or personal delivery
UMPSA grievance representative's signature _____

Name of Grievant Signature of Grievant

Date Received: _____ By _____ Grievance Number: _____

DISTRIBUTION	ORIGINAL	1ST COPY	2ND COPY
Step 2	Chief Administrative Officer or Designee	Campus Grievance File	Campus Grievance Person or UMPSA (Bangor)
Step 3	Chancellor or Designee	Campus Grievance File	UMPSA (Bangor)

**APPENDIX C
UNIVERSITY OF MAINE SYSTEM
SALARIED EMPLOYEE PERFORMANCE ASSESSMENT**

PURPOSE

A meaningful and effective performance assessment system promotes and enhances an on-going, collaborative process between supervisors and employees in order to:

- a) mutually establish performance expectations and goals;
- b) provide feedback on accomplishments and areas in need of improvement;
- c) develop a plan for maintaining job performance at a satisfactory level or for improving performance.

The formal, written performance assessment for each assessment period summarizes the employee's job performance for that period. The assessment process is an opportunity to recognize positive performance and reinforce job expectations. Areas for improvement or challenges noted are meant to reinforce prior discussions and support/coaching.

INSTRUCTIONS

1. The time period for performance assessment shall encompass no more than a year prior to the date the evaluation form is completed.
2. The following characteristics/skills set should be kept in mind when completing performance assessment forms –the self assessment, the 360 assessment (if used) and the supervisors' assessment of:
 - Written Communications
 - Oral Communication
 - Job Knowledge
 - Organization and Planning
 - Leadership
 - Supervision – if supervision is checked on the employee's Position Description Questionnaire (PDQ)
 - Dependability
 - Initiative
 - Problem Solving Ability
 - Flexibility/Adaptability
 - Professionalism

Questions pertaining to these characteristics are included after the instruction section.

3. The supervisor forwards to the employee a "Salaried Employee Self Assessment " and an uncompleted "Salaried Employee Performance Assessment" form. The employee should complete the self assessment using the job description and characteristics listed above as a guideline and return it within two weeks. The Performance Assessment form is provided as a guide for discussion. The supervisor will also forward a copy of the current job description to the employee. NOTE: This would be an appropriate time for the employee to review their PDQ to ensure that it reflects the current functions and percentages of time in each function.
4. Once the self assessment has been returned or if it is not returned, within the two week period, the supervisor should schedule an interview with the employee.

5. If either the supervisor and / or employee choose to have others participate in the assessment process, both should be given a chance to invite participation from people of their choice. The employee must be given prior notice of participants who will be included in the performance assessment process. A description of the 360 degree process, sample letter and form are attached that may be used to facilitate this process. Any performance assessment forms provided from these evaluators will not be included in the permanent personnel file, nor will the unit member have access to them – they will be used only to assist the supervisor in completing the performance assessment form.
6. Prior to the interview the supervisor should first review the self assessment and 360 feedback (if used) and then complete the assessment sections.
 - Using the job description and characteristics listed in #1 above, identify the employee's strengths. Please provide examples to support your observations.
 - Using the job description and characteristics listed in #1 above, identify the employee's challenges and areas in need of improvement. Please provide examples to support your observations.
7. During the interview the supervisor and employee should discuss the completed assessment forms. The job description should be reviewed with the employee. The supervisor should point out areas of satisfactory or outstanding performance as well as areas to be improved making specific suggestions for improvement.
8. The supervisor and employee should establish goals and objectives for the employee, which will be used in the next assessment .
9. After the performance assessment document has been completed both the supervisor and employee must sign the assessment form. If a copy of the assessment is not signed by the employee and returned within seven (7) calendar days, an unsigned copy shall be placed in the personnel file. The supervisor gives a copy to the employee, sends another copy through to the appropriate administrator and then to the custodian of salaried employee personnel files. No alterations or comments may be made on the form after the employee and supervisor have signed it.
10. Confidentiality of the information is the shared responsibility of the supervisor, any reviewing administrator(s) and the file custodian. Ordinarily, the performance assessment document will be available only to the employee involved, his or her supervisor, appropriate administrators, and/or a duly designated representative in accordance with the collective bargaining agreement.
11. The employee will not have access to the actual input provided by employees or other individuals. In the event that an employee receives a rating of unsatisfactory and input was given by someone other than the supervisor, the employee may request and will receive a summary of comments from those who provided input, but the comments will not be attributed to the contributor. The employee, upon receiving an unsatisfactory rating when input has been sought and received, will have the right to ask another individual to provide input on their behalf.

REFERENCE QUESTIONS

APPENDIX C
Salaried Employee Performance Criteria

(For voluntary use in conjunction with the Salaried Employee Performance Assessment)
The questions listed below each criterion are intended to illustrate aspects of the performance area. Not all questions will be applicable to every position. In addition, there may be other dimensions of a criterion which apply to some positions. The questions are intended to assist, but not to limit, the evaluation.

A. Communications (oral and written):

How well does the employee express him / herself?

How well does employee communicate with direct / indirect reports, peers, students, and other professional contacts?

How well does the employee keep his / her supervisor informed?

B. Job Knowledge:

Assess the employee's command of the knowledge base required to perform the job.

How well does employee understand job responsibilities?

How well does employee understand and adhere to policies and procedures?

Does employee consistently attempt to expand job knowledge and keep abreast of developments in the field?

C. Organization and Planning:

Does employee reappraise procedures or techniques to insure efficiency?

Does employee define and arrange activities in a logical manner?

Does employee effectively use resources including staff, time, money, and materials?

D. Leadership and Supervision:

Does employee set a good example for others?

Does employee delegate appropriate tasks to direct / indirect reports?

Does employee develop the capabilities of direct / indirect reports?

Does employee motivate direct / indirect reports so that they work together toward common objectives?

E. Dependability:

Can the employee be relied on to fulfill job responsibilities in both routine and complex job situations?

Does employee observe and meet deadlines?

Is employee punctual for meetings?

What is the employee's attendance record?

F. Initiative:

Does employee act independently when appropriate?

Does employee actively pursue or initiate projects for the benefit of the department and/or the University?

G. Problem Solving and Creative Ability:

Does employee develop logical and creative solutions to problems and make effective decisions?

Can employee distinguish between significant and minor issues?

Does the employee's work reflect creativity?

H. Adaptability:

Does employee adapt to changing work demands?

Is employee receptive to new ideas and concepts?

I. Professional Attitude:

Does employee demonstrate interest in the job, the department and the University?

Does employee emphasize the positive aspects of most situations?

Does employee work effectively under pressure or in crisis situations?

Is employee willing to work beyond normal expectations when work load and deadlines require it?

J. Productivity:

Does employee produce work at satisfactory levels?

Is the employee's work timely, complete and accurate?

K. Relationship with Others:

Does employee have the confidence of others?

Does employee work effectively with other people?

360-DEGREE PERFORMANCE ASSESSMENT PROCEDURE

UNIVERSITY OF MAINE SYSTEM
360-Degree Performance Assessment Procedure

In some situations, the supervisor or employee may want to expand input into a performance assessment and request that other people (e.g., project directors, clients, or others who have significant interaction with the supervisee) participate in the assessment of a supervisee, especially if the supervisor is not able to directly observe performance. This process is often referred to as a 360-degree performance assessment.

When a supervisor or employee has identified additional participants to provide input to a performance assessment, each participant will be contacted and provided with the approved UMS performance assessment instrument and a specific time frame for its return.

The following text may be used or adapted for this purpose.

To:

From:

Date:

RE: Annual Performance Assessment of _____ for the period of:

As someone who has significant interaction with the person noted above, I request your participation in providing input to this year's performance assessment. Please use the performance assessment document enclosed and return it with your comments and signature by [mm/dd/yy]. Your input will not be available to the employee and any feedback given by the supervisor will not be attributed to any individual contributor. Your input is considered confidential material, therefore, please do not share it with anyone.

Because performance assessment is important to an employee's professional growth and the University's advancement, please indicate strengths as well as areas that may benefit from additional training, development, and/or improvement based on your direct observation. This information will be part of the performance assessment conversation that will take place and will inform performance objectives for the coming year. Please note that the performance assessment is not a performance improvement plan, but is rather an opportunity to provide feedback and suggestions for building individual and organizational capacity.

Thank you for participating in this important process. Please feel free to contact me if you have questions concerning the assessment instrument, the process, or the time frame for submission of the completed assessment [telephone # & email].

360-Degree Performance Assessment Form

Employee:

Supervisor:

Please Return to Supervisor by: _____

The following characteristics/skills set should be kept in mind when completing the performance assessment forms – the self assessment, the 360 assessment (if used) and / or the supervisors' assessment of:

- Written Communications
- Oral Communication
- Job Knowledge
- Organization and Planning
- Leadership
- Supervision -- if supervision is applicable
- Dependability
- Initiative
- Problem Solving Ability
- Flexibility/Adaptability
- Professionalism

1. Identify the employee's strengths. Please provide examples from the past year to support your observations.

2. Identify the employee's challenges and areas in need of improvement. Please provide examples from the past year to support your observations.

3. Additional Comments:

Contributor's Name: _____ Signature: _____

Date: _____

**SALARIED EMPLOYEE
SELF-ASSESSMENT**

5. Have you participated in professional development activities this past year? If so, please list these activities. How have they helped you develop? What type of professional development activities would be most helpful to you?

6. What do you suggest for goals in the upcoming year?

7. How can your supervisor help in your job performance and personal and professional development?

The following questions are optional. Your responses will be helpful to the University if you wish to respond. Please respond on a separate piece of paper, which will not be placed in your personnel file and will not be part of your performance assessment, unless you so wish. If you wish these responses to be placed in your personnel file, check here. ___

8. Do you feel that certain aspects of the University's structure and management particularly enhance or hamper your job activities? (Please cite positive or negative conditions which are particularly important to you.)

9. Overall comment (a short statement of your overall experience as a University employee during the past year):

Employee Name: _____ Employee Signature: _____

Date: _____

**SUPERVISOR'S SECTION OF PERFORMANCE
ASSESSMENT**

**UNIVERSITY OF MAINE SYSTEM
SALARIED EMPLOYEE PERFORMANCE ASSESSMENT**

Employee _____ Date of Appointment to Current Job _____

Title _____ ASSESSMENT PERIOD From _____ To _____

Supervisor _____ Date of Assessment Interview _____

I. Job Description

A. The supervisor and employee should review the job description to be certain that there is a mutual understanding of responsibilities of the job. Identify changes that have occurred in the position. Any changes in the job description must be approved by the appropriate University administrator before a new job description is placed in the employee's personnel file. Check here if the job description is being revised and forwarded for approval. ____

B. Complete the attached assessment form using the job description – you may refer to the list of skill sets/ characteristics listed in #1 of the instructions to assist you.

1. List major achievements and accomplishments of goals set for the past year:

2. Highlight areas of the job description where the employee exceeds expectations.

3. Identify professional challenges faced in the past year:

4. Identify personal strengths:

5. Identify areas for growth or improvement: (include what needs improvement, action plan with timelines for improvement as well as support to be given by supervisor):

6. List plans/goals for the upcoming year:

7. What training, professional development or other support is needed to support achievement goals? (The supervisor is the one completing this section.)

8. The employee's overall performance is unsatisfactory _____ satisfactory _____
outstanding _____

If unsatisfactory is checked – please enclose documentation and a PIP (Performance Improvement Plan or include PIP that is presently in progress).

If outstanding, please explain.

9. Summary Comments (Optional):

Supervisor:

Employee:

Employee Signature: _____ Date: _____
The signature of the employee attests that s/he has been shown and has discussed the assessment and / or performance plan.

Supervisor Signature: _____ Date: _____
Department Head Review: _____ Date: _____
If appropriate:
Department Chair/Dean: _____ Date: _____

Please forward for inclusion in the official personnel file.

APPENDIX C I

Recommendations from the Evaluation Committee

The Evaluation Committee would like to make the following three recommendations to enhance the professional assessment process:

1. The Universities will abide by the University of Maine System Board of Trustee policy that requires annual assessments to be done. It is a job requirement of Supervisors to assess the employees that report to them. Those who fail in fulfilling this requirement should be held accountable for that performance failure.
2. The new Professional Performance Assessment tool should be the only assessment tool in use for professional unit members. Should a department, division or campus desire to deviate from this tool, the campus head of human resources will be required to follow the requirements of Article 13, Section L of the agreement with UMPSA in order to make that change.
3. Employees who have questions concerning the location of their official personnel file will be directed to campus Human Resources for an answer.

APPENDIX D

Unit Employee Representative Services Fee Schedule

Legal Services	
Attorney's Fees	\$125.00/hour
Representative Services	
MEA UniServ Director	\$75.00/hour
MEA Staff	\$75.00/hour
Local Representative Services	
Campus Representative	\$25.00/hour
UMPSA President	\$25.00/hour
Grievance Representative	\$25.00/hour

APPENDIX E

Memorandum of Understanding

AGREEMENT made by, between and among the University of Maine System, an institution of higher education with principal offices at Bangor, Maine (hereinafter "University") and the Universities of Maine Professional Staff Association of the University of Maine, MEA/NEA, an employee organization with a place of business at Bangor, Maine (hereinafter "Association"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the University and the Association hereby agree as follows:

Pursuant to discussions between the parties regarding employee travel reimbursement, the following agreement has been reached by the parties:

1. Employees in bargaining units covered by this Agreement shall normally be reimbursed for travel based upon the actual expenses incurred. Such actual expenses shall include, but not be limited to, both meals and lodging.
2. Employees may, prior to the start of travel, request to be reimbursed for expenses incurred on a per diem basis for meals and / or lodging. Such requests shall, except in extraordinary circumstances, be approved by the administration.
3. In those instances where employees are reimbursed on a per diem basis, there will be one rate for meals and one rate for lodging. This rate will be the same as the Federal Standard per diem for the entire continental United States at the time of travel (CONUS Rate) unless the University, at its discretion, approves a higher per diem rate.

It is hereby affirmed that these represent the agreements reached by the parties in their discussions. No other agreements, promises or inducements are made or implied. These agreements represent the totality of the understandings reached.

These agreements will be incorporated into Administrative Practice Letter #26 which shall be reissued with a new effective date upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: 2/21/03

By: Frank C. Gerry
University of Maine System

Dated: 2/21/03

By: Jerry Nadeau
UMPSA, MEA/NEA

APPENDIX F
Memorandum of Understanding

This Memorandum of Understanding is made by, between and among the University of Maine System, a body politic and corporate and an instrumentality and an agency of the State of Maine with principal offices at Bangor, Maine (hereinafter "System") and the Universities of Maine Professional Staff Association, MEA/NEA, an employee organization with a place of business at Bangor, Maine (hereinafter "Association"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the System and Association agree as follows:

1. The following Unit Member Initiated Position Review (hereinafter "Review") protocol will be established as part of the Salaried Employees Classification and Compensation Program for eligible unit members effective December 1, 2005. An eligible unit member is one who is on the payroll at the time of the request and remains on the payroll until final resolution.
2. Reviews for this process constitute a unit member's request using the approved Request for Salaried Classification Review (hereinafter "RSCR") form available on the System's web-site to seek an administrative evaluation to determine if the present duties performed are significantly different from those outlined in the unit member's current Position Description Questionnaire (PDQ). The RSCR shall be developed in consultation with the Association.
3. The employee and supervisor shall prepare a revised job description and a new PDQ to reflect the current duties being performed.
4. The revised job description and PDQ together with the completed and signed RSCR shall be submitted to the supervisor who will have 20 (twenty) working days to complete the supervisor's portion of the review and submit it to the campus Human Resources (HR) Office. The unit member shall be provided a copy of the RSCR at the time it is forwarded by the supervisor.
5. In the event there is a disagreement between the employee and the supervisor, the supervisor may indicate this disagreement in the supervisor's portion of the form. The supervisor may not require an employee to change an entry in the employee section of the form if the employee does not wish to do so. Both the employee's documentation and that of the supervisor shall be forwarded to the campus HR Office.
6. The campus HR Office will evaluate the position using the Point Factor Instrument and review the job family assignment to determine whether the employee's job has changed significantly. If a significant change in duties and responsibilities has occurred, the campus HR office will determine the appropriate job family, salary band, and placement within the salary band. The campus HR office will communicate the results of the position review to the unit member. Any change shall become effective on the date the completed review request was submitted by the unit member to the appropriate supervisor.
7. An employee who has been determined to warrant a salary adjustment as a result of a reclassification shall, except in exceptional circumstances, receive a minimum salary increase of 5% and be placed on at least the minimum and not more than the maximum of the salary band.

In the event an increase of less than 5% is granted, the University shall provide the Association with information concerning the exceptional nature of the circumstance.

Subject to the terms above, for employees hired prior to 01-01-05, the salary resulting from a reclassification may exceed the maximum of the salary band if necessary to provide for an increase of 5%.

A salary increase granted under the terms above shall not constitute an inequity within the SECCP.

APPENDIX F

8. The campus HR Office will have 20 (twenty) working days to provide the employee with written notice setting forth the reasons as to why the request was either approved or disapproved. A copy of this notice shall be provided to the UMPSA designated representative. In the event the campus HR Office fails to respond within 20 (twenty) days and there is no mutual agreement to extend the time limits, the employee may advance the matter to the next level of this procedure by filing written notice to the System Appeals Committee (SAC).
9. If the unit member is dissatisfied with the campus HR Office decision, the unit member may file a written appeal to the SAC within 20 (twenty) working days from receipt of the denial from the campus HR Office. The unit member's appeal shall state exactly what part of the campus HR Office decision they are appealing.
10. The SAC shall consist of one representative from the Association and one representative from the System. The SAC shall provide the unit member with a written response within 30 (thirty) working days.
11. If the SAC is able to reach consensus that the job has or has not changed significantly, they shall inform the campus HR, the unit member and the supervisor of their findings. Such findings shall be final and binding and may include any changes to any Factor Rating or a change in Job Family. The campus HR Office shall implement the findings of the SAC and will compute any increase in salary and will communicate that determination to the supervisor and the unit member and Chair of the Association Salary Committee. Any change shall become effective on the date the completed review request was submitted by the unit member to the appropriate supervisor. If the SAC denies the request, said denial will end the review process.
12. If the SAC is unable to reach consensus, the appeal will be forwarded to the single arbitrator selected by the parties to hear such appeals. If the arbitrator determines that there has not been a significant change in the job duties and responsibilities, the arbitrator shall deny the appeal. The arbitrator's decision shall be binding and no other avenue, including Article 15 - Grievance procedure, will be available to the unit member to appeal the denial. If the arbitrator approves the appeal, the campus HR Office will calculate the salary band and placement in the band and communicate any change to the unit member. Any change shall become effective on the date the completed review request was submitted by the unit member to the appropriate supervisor. The selection of the arbitrator shall be subject to periodic review.
13. Employees shall be granted release time to present their own appeal or serve on the SAC. The System agrees to provide training to those unit members who are designated to serve on the SAC.
14. Any fees charged by the impartial arbitrator shall be borne equally by the System and the Association.
15. All reviews shall be filed within the time limits set forth or the review shall be deemed to have been resolved by the decision at the prior step. The time limits herein may be extended by mutual agreement of the System and Association.
16. Should a request for review result in the granting of an increase in salary, the unit member's manager may be allowed to eliminate the assigned duties that resulted in the granting of the increase. The employee will receive compensation from the date of the employee request for review until the duties are actually taken away.
17. Article 17 (C) (2) of the Collective Bargaining Agreement shall be amended to read, "A unit member who believes she/he has been assigned significant additional responsibilities may request consideration for an increase as described in the Memorandum of Understanding dated February --, 2006."
18. In the event there is any conflict between this Memorandum of Understanding and the Professional Agreement, this Memorandum of Understanding shall be controlling.

APPENDIX F

19. The Association and System agree to meet and confer on an as needed basis to discuss issues related to the implementation and application of the Review Protocol.
20. No later than October 31 of each year, the University System shall provide to the Association a data file containing the name, campus address, position, job family, point factor count, wage band and salary of all members of the unit. Those members of the unit who are new shall be grouped by their start date.
21. Commencing with the effective date of this agreement, the University System agrees to provide the Association with a quarterly report of all new employees in the unit. This report shall also contain the job factor points, wage band assignment, actual salary.

This appendix is designed to present the definition of terms frequently used in the Salaried Employee Classification and Compensation Program. They are provided for information purposes and reflect current thinking on any given issue but are not controlling.

Position Description Questionnaire (PDQ) - Document used by employees and supervision to determine the actual duties, skills and elements of a given position

Point Factor Instrument (PFI) - Scoring sheet for the PDQ

Quartile - Salary bands are divided into sections, each individual section represents a quartile

SECCP - Salaried Employee Classification and Compensation Program

Significant Change in Duties and Responsibilities - Is present when either:

1. changes will result in increases in at least two factor ratings on the PFI and at least a 10% increase in the point value of the position, or
2. a change in Job Family assignment that affects the salary band

3-2-06

Date

Frank E. Henry

University of Maine System

2/28/2006

Date

Kerry Ann Sullivan

Universities of Maine Professional Staff Association
MEA/NEA

Appendix G

Memorandum of Understanding

This Agreement ("Agreement") is made by, between and among the University of Maine System, a body politic and corporate and an instrumentality and an agency of the State of Maine with offices in Bangor, Maine, (hereinafter "University"), the Associated C.O.L.T. Staff of the Universities of Maine (ACSUM), MEA/NEA, an employee organization with a place of business in Bangor, Maine, and the Universities of Maine Professional Staff Association (UMPSA), MEA/NEA, an employee organization with a place of business in Bangor, Maine hereinafter ("Associations"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the University and the Association hereby agree as follows:

1. The University Telecommuting Guidelines dated December 10, 2008 are hereby amended as follows for the purpose of approving telecommuting agreements for employees represented by the Association:

In the event that more than one unit member in the same classification and the same department wishes to participate in the telecommuting program of the University and in all other aspects they possess equal qualifications, the most senior unit member shall receive the telecommuting assignment, if both cannot be approved.

This agreement shall be in full force and in effect until June 30, 2011 and shall be incorporated as an appendix to the parties' successor collective bargaining agreement.

2. It is hereby affirmed that this document represents the agreement reached by the parties in their discussions over the telecommuting policy. No other agreements, promises or inducements are made or applied. This Agreement represents the totality of the understandings.
3. In the event that this Agreement conflicts with any provision of the collective bargaining agreement between the Association and the University, this Agreement shall be controlling.
4. By signing below, the parties witness their agreement to all the terms and conditions set forth in this Agreement.

7-15-09
Date

[Signature]
University of Maine System

6-29-09
Date

[Signature]
Associated C.O.L.T. Staff of the Universities of Maine

7-15-09
Date

[Signature]
Universities of Maine Professional Staff Association

Appendix H - APPD-EHPTF Plan Design Recommendations

Health Program	Plan Design Effective 2/1/2014		
Base Health Plan	Provision	POS - In Network	CompCare
	Inpatient Hospital Deductible	Meet or exceed UMS Quality and Cost criteria = \$0	Meet or exceed UMS Quality and Cost criteria = no change
		Below UMS Quality and Cost criteria = \$100 IP Deductible	Below UMS Quality and Cost criteria = additional \$100 IP Deductible
	Non-Wellness PCP Visit Co-pay/Coinsurance	Meet or exceed UMS Quality criteria = \$10	UMS Cost & Quality design criteria = Subject to Current deductibles then 15%
		Below UMS Quality criteria = \$20	Below UMS Quality criteria = Subject to Current deductibles then 20%
	Specialist Co-pay	Meet or exceed UMS Quality criteria = \$20	Meet or exceed UMS Quality criteria = no change
		Below UMS Quality criteria = \$25	Below UMS Quality criteria = Subject to Current deductibles then 75%
	Selection of PCP Required	Yes	Yes (no referrals required)
	Urgent Care Facility	\$25	\$25
	Emergency Room Visit (If not admitted)	\$100	Additional \$100 deductible per visit
Prescription Drugs	Co-pays	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40
	Step Therapy	Yes (existing therapies grandfathered)	Yes (existing therapies grandfathered)
Health & Wellness	Participation Incentive - Phase I Biometric Screening Wellness Points Health Assessment	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium Total Cholesterol (TC) HDL TC/HDL Ratio Triglycerides Glucose Blood Pressure Weight Height umsriseup.maine.edu umsriseup.maine.edu	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium

*UMS current methodology for Tiering can be found on the UMS Benefits webpage at: <http://www.maine.edu/system/hr/medicalqip.php>. Current UMS criteria may change as UMS refines the criteria in conjunction with the Maine Health Management Coalition and the Employee Health Plan Task Force (EHPTF).

JP 1/16/14

Appendix I



Maine's
Public
Universities

UNIVERSITY OF MAINE SYSTEM

Office of Human Resources
16 Central Street
Bangor, ME 04401-5106

Human Resources: 207-973-3370
Benefits: 207-973-3380
Labor Relations: 207-973-3386
Fax: 207-973-3384
Payroll: 207-973-3320
Fax: 207-973-3349
TTY: 207-973-3262
www.maine.edu

January 16, 2014

The University of Maine

University of Maine
at Augusta

University of Maine
at Farmington

University of Maine
at Fort Kent

University of Maine
at Machias

University of Maine
at Presque Isle

University of
Southern Maine

Jennifer Perry
UMPSA Chief Negotiator
University of Maine
Orono, ME 04473

Dear Ms. Perry:

The parties have discussed the implementation of the extraordinary pay increase portion of the cohort pay processing. Due to concerns expressed by the UMPSA bargaining unit, the University of Maine System will be reviewing proposed extraordinary pay increases from each University prior to their implementation. The University of Maine System's review is to check for and address any inconsistencies that may be reflected in its review of the recommended increases.

The University of Maine System will share with UMPSA the final number of extraordinary pay increases before or upon implementation.

Sincerely,

Mark R. Schmeiz



Agreement

between

**University of
Maine System**

and

**Associated
C.O.L.T. Staff of
The Universities of Maine**

*Clerical, Office, Laboratory and Technical
Unit*

July 1, 2019 – June 30, 2021

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The Agreement between the University of Maine System and the Associated C.O.L.T. Staff of the Universities of Maine, MEA/NEA, July 1, 2019 June 30, 2021 can also be found at the University's web site: <http://www.maine.edu/pdf/coltcb.pdf> and at www.acsum.org.

Article 1 - Recognition

- A. The Board of Trustees of the University of Maine System (hereafter the Board) recognizes the Associated C.O.L.T. Staff of the Universities of Maine MEA/NEA (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine Labor Relations Act, in the clerical, office, laboratory and technical employees bargaining unit (hereafter unit members). Unit members are University employees in titles included in the clerical, office, laboratory and technical employees bargaining unit as a result of the Certification by the Maine Labor Relations Board on September 29, 1980, and any subsequent agreements reached between the parties. The University and the Association will jointly submit an amendment of the bargaining unit determination to the Maine Labor Relations Board reflecting changes in titles included in the unit due to the implementation of the Hourly Employees Classification and Compensation Program.
- B. The parties agree that during the term of this Agreement, in the event new titles are created or changes in job responsibilities of existing titles occur which may result in additions to or exclusions from the bargaining unit, the University shall inform the Association regarding such new titles or changes. The parties will discuss and attempt to reach agreement regarding the appropriate unit placement of such titles.
- C. If the parties disagree on the placement of a title, the matter may be referred to the Maine Labor Relations Board by either party for determination.
- D. Employees who hold titles which are included in the clerical, office, laboratory and technical unit and who are assigned to a single position of indefinite duration on an on-call basis without regular schedule shall be considered to be unit members upon completion of six (6) months of continuous employment, provided that their actual work over the six (6) month period evidences regularity. The provisions of Articles 9.A; B.1; B.5-6; 22.B-F; and 25 of this Agreement shall not be applicable to such employees.
- E.
 - 1. The University is authorized to appoint any employees who are able to return to work following absences involving Workers' Compensation to fill job openings in clerical, office, laboratory and technical unit positions notwithstanding the provisions of Article 23 of this Agreement
 - 2. Employees who are assigned to duties outside the job description for their classification on a temporary basis following an absence involving Workers' Compensation shall remain in the bargaining unit(s) to which their classification(s) was assigned immediately preceding the absence. In the event that such employees are members of the clerical, office, laboratory and technical unit, the provisions of Articles 6, 8, 9, 22, and 23 of this Agreement shall not be applicable to such employees during this period of temporary reassignment.
- F. The University and the Association agree to work mutually to enhance the quality of service of students and to the public. The Association and the University agree to cooperate with respect to productivity efforts in keeping with the terms and conditions of the collective bargaining Agreement.

Article 2 - Management Rights

Except as otherwise specifically provided in this Agreement, all rights, powers or authority possessed by the University prior to the execution of the Agreement including the determination and administration of policy and the supervision and direction of all employees are retained by, reserved to and vested exclusively in the University.

Article 3 - Association Rights

- A.
 - 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.
 - 2. The Association shall be allowed reasonable use of the intra campus mail system, as described in paragraphs 1-5 of the Memorandum of Understanding dated December 9, 1980 between the

Association and the University. The Association shall be allowed reasonable use of the University e-mail system for notices and informational materials.

3. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus.
4. The Association shall have access to the use of available campus office equipment at reasonable times.
5. The Association may request a lockable office for Association use pursuant to existing campus procedures at the University of Maine and the University of Southern Maine. An office shall be provided to the Association if available.
6. The University shall allow at no cost to the Association the listing of a designated phone number for the Association in each campus directory.
7. The Association shall have access to designated bulletin board space on existing general purpose bulletin boards for the purpose of posting bulletins, notices and other appropriate material.
8. The University on a bimonthly basis, shall provide the Association with a standardized MEA electronic data file. The file shall contain the following information:

Collective Bargaining Unit	Original Hire Date
Unique ID	Title
Employee ID	Department
First and Last Name	Job Code
Health Plan Type	Job Entry Date
Address (home)	Employment Status
Gender	Regular / Temp
Birth Date	Time Base (full or part-time)
Education Level	FTE
Step	Union Code
Campus	Campus Address
Salary Base	Wage Grade
Coverage	Benefit Plan
Country	Soft Money
Contract Length	Work Year
E-mail address	

Once standardized, no changes will be made to the data file during the life of this Agreement.

9. Unless otherwise stated in this Article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities in the amount required of other campus organizations.
- B. 1. The University shall permit a reasonable number of unit members, not to exceed seven (7), to participate as members of the Association's bargaining team in collective bargaining negotiations with the University, without loss of time or pay for attendance at such negotiations with the University which take place within a unit member's normal working hours. The Association, at the time that such negotiations are initially requested, shall inform the University in writing of the names of the seven (7) unit members designated to participate in negotiations without loss of time or pay. Adequate notice of the date and time of such negotiations will be given by the unit member to the unit member's supervisor. Pay for time not worked because of attendance at negotiations will be limited to the number of hours within the unit member's normal work schedule which are reasonably necessary to permit the unit member's attendance at a negotiation session.
2. a. The Association may designate one (1) grievance representative for each campus, except that the University of Maine shall have five (5) grievance representatives, and the University of Southern Maine shall have two (2) grievance representatives. In addition, the Lewiston-Auburn campus,

the Muskie Offices in Augusta and the University College of Bangor campus of the University of Maine at Augusta shall each have one grievance representative.

- b. The grievance representatives, during their normal working hours without loss of time or pay may, in accordance with the terms of this article, process and handle grievances. Scheduling of such activity shall be subject to the approval of the unit member's supervisor and the supervisor(s) of any unit member(s) in other departments or units who are to be contacted by the grievance representative. Such approval shall not be unreasonably withheld. Grievance representatives will fulfill all of their assigned work except when approved to leave their work to process and handle grievances as provided herein.
 - c. The Association shall furnish the University with a written list of its grievance representatives and shall promptly notify the University in writing of any changes therein.
3. a. Representatives and officers of the Association shall be granted leave without pay to attend hearings in legal proceedings provided that adequate notice is granted to the University.
 - b. Designated Association members shall be granted up to a total of two-hundred and forty hours (240) per fiscal year to attend conferences, bargaining team preparation sessions and/or training sessions sponsored by the Association. Written notice of such sessions shall be provided at least two (2) weeks prior to the event to the appropriate supervisor with a copy to the Office of the Director for Labor Relations.
4. Upon request and supervisory approval, the president or the vice president of the Associated C.O.L.T. Staff of the Universities of Maine shall be permitted to perform the business of that office during his or her normal working hours without loss of time, or pay, not to exceed a total of two hundred and forty (240) working hours per fiscal year for both officers. Supervisory approval shall not be unreasonably withheld. Such time may not be accumulated or carried forward from fiscal year to fiscal year. The Association shall report time used to the University Office of Labor Relations and the president's or vice president's respective campus supervisor as it is used.
5. a. No unit member shall be entitled to release time to participate as an Association representative in more than two (2) activities described in this Agreement.
 - b. Whenever released time is granted for participation by a unit member as an Association representative in any activity described in this Agreement, such released time shall only be for the number of hours reasonably necessary for the unit member to participate in the activity.
 - c. A bargaining unit member elected or appointed to a full-time Association position shall be granted an unpaid leave of absence not to exceed one (1) year. A written notice of this leave must be submitted at least forty-five (45) days in advance by the unit member to the appropriate supervisor (the supervisor may waive this time requirement). Time spent on leave will be credited for the purposes of seniority computation. A unit member shall receive any non-discretionary pay increases which he or she would have been entitled to had he or she not been on leave.
- C. The University shall supply the Association President or that person's designee with all public agendas, minutes and reports of the Board of Trustees meeting in a timely fashion.
 - D. The University shall inform all unit members in writing of their obligation under Article 32, Section A to make an election as specified in the Agreement. Such notice shall be given to individuals in writing in the initial letter of appointment and shall include a citation to the ACSUM web site for new employees to use and ACSUM membership form. Upon the hiring of any new regular unit member, or the transfer of a current employee to the unit, the University shall promptly forward a copy of the appointment letter for said employee to the Maine Education Association.
- E. 1. Each University campus will give an Association representative access to a group orientation session that includes COLT unit members under the following conditions:
 - a) Management will notify the Association representative of the time and location where the representative can have access to the unit members.

- b) The Association representative will receive release time and be granted up to 30 minutes with the new unit members to discuss the issue of union security.
 - c) Management will be allowed to have one representative present to observe the Association representative's presentation. Management's observer will not answer questions or interfere with the presentation.
 - d) If no Association representative is available to make the presentation as scheduled, Management is under no obligation to reschedule the access time.
- 2. When a University campus does individual orientation sessions, the Association representative will be notified of the new unit member's hire and will be granted up to 20 minutes to present the issue of union security with a management observer present, if management so desires, at a mutually agreeable time and location. The Association representative will be granted release time to make the presentation, if the presentation is done on the Association representative's regularly scheduled hours.
 - 3. When an extension or off campus location of a campus hires a new unit member, while no release time will be granted for an Association representative to travel to the location, and Association representative will be allowed to make up to a 20 minute presentation on the issue of union security to the new unit member with a management observer present, if management so desires, at a mutually agreeable time and location.
 - 4. The Association agrees to minimize the time away from work for Association representatives to carry out this function. The Association representative will notify the supervisor as far in advance as possible. A supervisor may in unusual circumstances notify the employee that release time cannot be provided for a specific time or date due to work demands.

Article 4 - Information to Unit Members

- A. University supervisors shall meet with the unit members under their supervision to inform them of programmatic or operational matters which may affect their employment and to hear their views regarding such matters.
- B. The University shall make available to each unit member, via the University of Maine System's Website and Maine Street UMS Portal, current information regarding:
 - 1) employee information
 - 2) fringe benefits
 - 3) the unit member's job description
 - 4) this Agreement.

Article 5 - Personnel File

- A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept in the campus personnel office under conditions that insure its integrity, confidentiality and safekeeping. Contents shall include copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate material relating to the unit member's employment. Notwithstanding the above, letters of advice or counsel which do not meet the criteria for letters of reprimand given in Article 6E shall not be placed in the personnel file. Letters of Counsel are tools to provide clear direction to employees.
- B. Within twenty (20) working days, unit members shall be sent a copy of all material henceforth placed in the file. Beginning July 1, 1997, any material or correspondence addressed to a unit member, which is to be placed in the official personnel file shall be mailed cc: Personnel File. Anonymous or unattributed material shall not be placed in the file. A unit member shall have the right to submit a written response to any material placed in the official personnel file. This written response shall then be filed and attached to the appropriate material.

- C. 1. Unit members shall have the right to examine their file in the presence of the file's custodian, or designated campus administrator(s), during the normal business hours of the office in which the file is kept. A unit member may obtain copies, either electronically or in paper, of any material in the personnel file once annually, additional requests in the 12 month period will be charged five (5) cents per page of copying. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept. A unit member must produce identification to the file custodian prior to the examination of his/her file unless personally identified by the file custodian.
2. A unit member whose regular work location is not in the same city or town as the location where her/his personnel file is maintained may request from the file custodian that a paper or electronic copy of the file be sent to the unit member at no cost to enable the unit member to examine the file. The request must be a signed written request or sent from the unit member's Maine.edu account. The copy of the file will be sent to a University physical address or a member's Maine.edu e-mail address. Such a request may be made no more than once per year. The file custodian will provide the requested copy of the file as soon as practicable and no later than ten (10) business days after the request.
- D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including any relevant accomplishments. A unit member may indicate in writing to the personnel office those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for removal. A unit member shall have the right to remove a written warning notice one (1) year after the notice was issued, provided that no other disciplinary action has taken place during that year.
- E. In a specific personnel action, no use may be made of any material which has not been properly and timely placed in the official personnel file except that letters of advice/counsel may be used by the University as documentation of prior discussions to support subsequent personnel actions in the specific area covered by the memorandum for 12 months following the issuance of the letter. Recommendations by reviewing individuals shall be placed in the official personnel file as soon as the decision is reached in the specific personnel action. Recommendations by reviewing individuals or bodies which pertain to a unit member's consideration for positions other than the position which he or she holds, shall not be placed in the personnel file. A unit member, and/or the Association upon written authorization of a unit member shall have the right to inspect and, upon written request and payment of five (5) cents per page of copying, receive a copy of any such recommendations pertaining to that unit member which are not included in the personnel files and are in the possession of the University.
- F. The official personnel file shall be available to authorized campus administrators responsible for the review and recommendation of a unit member with respect to any personnel actions. The unit member shall be advised when the file is reviewed for consideration of promotions, or demotions or disciplinary action.
- G. The Association or a duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files or campus administrator. The Association or the duly designated representatives shall be subject to the same rules on access and copying that are applicable to the unit member.
- H. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.

Article 6 - Discipline

- A. The University shall not discipline, suspend without pay, demote for disciplinary reasons, or discharge any unit member without just cause.
- B. A unit member who is discharged or suspended shall be given prompt written notice, either in person or by certified mail, return receipt requested, to the unit member's last known address according to University records, of the discharge or suspension and the reasons therefore.

- C. The Association shall be given prompt written notice of the written reprimand, discharge or suspension of any unit member.
- D. The University agrees that it will follow the principle of corrective discipline for minor offenses prior to effecting a discharge or suspension without pay of a unit member.
- E. A written reprimand notice shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which a reprimand is based, provided that the unit member has received no other written reprimand during such period. Any letter of reprimand shall (1) clearly state that it is a letter of reprimand and (2) notify the employee that further disciplinary action may follow if the problem is not corrected. Letters of advice or counsel which do not meet these criteria shall not be considered notice of reprimand.
- F. Any unit member discharged must be paid in full for all wages owed him or her by the University, including overtime, compensatory time, and unused earned annual leave and holiday pay, if any, on the next regular payday following the pay period in which the discharge occurs.
- G. A grievance regarding the discharge or suspension without pay of a unit member may be initiated at Step 2 of the grievance procedure as set forth in Article 10, Section C, within twenty (20) days after the notification of the discharge or suspension without pay.
- H. Sections A and D of this Article shall not be applicable to any unit member until he or she has actively worked for the University for at least six (6) months. Any period of layoff, leave without pay or period of time which is not included within the unit member's work year shall not be considered to be active work.

Article 7 - Evaluation

- A. The University shall provide an evaluation system(s) for the continuing assessment of each unit member's job performance.
- B. Each evaluation system shall provide for an evaluation in writing by the supervisor(s) of the unit member. Evaluations shall be documented on the official evaluation form attached hereto as Appendix A but this does not preclude the inclusion of any other necessary materials or documents to supplement information on the evaluation form. Such written evaluations shall include the following:
 - 1. Adequate information identifying the employee being evaluated, his or her job classification and department, the supervisor responsible for the evaluation, and the occasion for the evaluation.
 - 2. An evaluation of the employee's knowledge, quality of and output of work with respect to the employee's job description.
 - 3. An identification and evaluation of the employee's knowledge, quality and output of work with respect to any duties being performed which are not enumerated in his or her job description.
 - 4. An evaluation of other skills, abilities or attributes relevant to the employee's job performance, future potential and/or achievement of University goals and objectives.
 - 5. Recommendation regarding relevant personnel actions
 - 6. An overall summary rating of job performance as either satisfactory or unsatisfactory. Any unsatisfactory rating shall require documentation of unsatisfactory performance and that a performance improvement plan (PIP) be put in place. No PIP shall be required for regular employees where cause exists for termination of employment and no PIP shall be required for probationary unit members.
- C. Evaluations of all unit members shall be conducted annually within the sixty (60) day period prior to a unit member's job entry date. In the event that a unit member's job entry date and the sixty (60) day period preceding it are not within the unit member's work year, the evaluation for such unit member shall be conducted during the final sixty (60) days of the work year.

- D. The supervisor responsible for the conduct of the evaluation shall meet with the unit member to discuss the unit member's performance.
- E. A copy of the final written evaluation shall be provided to the unit member within seven (7) calendar days of its completion by the supervisor.
- F. The unit member shall sign and return a copy of the evaluation to the supervisor within seven (7) calendar days of its receipt by the unit member only for the purpose of acknowledging receipt of the evaluation. An unsigned copy of the written evaluation shall be placed in the personnel file if a copy of the evaluation is not signed and returned within the seven (7) day period.
- G. The unit member shall have the right to append a written response or comments to the evaluation after receipt of the final written evaluation.
- H. The evaluation and timely response, if any, shall become part of the personnel file.
- I. If, within 30 days following a unit member's job entry anniversary date, the University has not completed an evaluation in accordance with Sections C-F of this Article, the unit member's performance shall be considered satisfactory for the year. If a unit member is eligible for a step increase on the job entry anniversary and an evaluation has not yet been completed, the step increase shall be implemented.

The optional hourly employee's self-assessment form shall be totally voluntary and employees shall suffer no reprisals or pressure from supervisors to complete this Section.

- J. A campus or department may establish an alternate annual schedule for evaluation of unit members, which shall be communicated in writing to affected unit members and the Association at least (90) ninety days prior to the effective date of the alternate schedule. The change to an alternate evaluation schedule shall not be used to avoid awarding of a satisfactory performance, due to a late or missed evaluation. The alternate schedule of evaluation shall include only the previous twelve month period, or from the original anniversary date forward, whichever is shorter. If the annual evaluation is not conducted within (30) thirty days of when it should have been conducted, the evaluation shall be considered satisfactory for that year.
- K. A Performance Improvement Plan may be an appropriate tool for the management of employee job performance when documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. A PIP can occur following an unsatisfactory evaluation or at any other time where documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor.

Any Performance Improvement Plan (PIP) used in the performance management of ACSUM unit members shall be accompanied by documentation or evidence of unsatisfactory performance and shall be drafted with an opportunity for input of the affected employee. PIPs shall be documented on the PIP form attached in Appendix J and shall meet the following criteria:

1. All performance deficits will be clear, specific, and supported by evidence
2. Goals shall be specific, objective, and measurable
3. Where and when applicable and appropriate a statement of the assistance to be provided by the supervisor and/or others shall be connected to each objective.
4. A timeline for the evaluation and completion of the PIP. PIPs shall be for no longer than 90 days. However, this does not preclude subsequent PIPs.

In the instance where a PIP is completed in a satisfactory fashion the PIP shall be clearly marked as having been completed satisfactorily.

Article 8 - Position Review and Reclassification Procedure

- A. Each unit member shall be assigned to a classification specification in the Hourly Employees Classification and Compensation Program (HECCP). Classification specification documents shall be maintained on the University of Maine System website.
1. The HECCP classification description shall be the only official job description for a unit member. The classification description will be the only job description used in evaluation and discipline.
 2. When HECCP is implemented, all existing site specific job descriptions will no longer be applicable.
 3. The supervisor may provide written or oral information about specific assignments and responsibilities. Assignments shall be consistent with the applicable classification specification, except that reasonably related assignments may be made, so long as they do not violate Article 24 regarding out of title work.
 4. A job posting may contain information about responsibilities and skills needed specific to the vacant position. The campus office of human resources will ensure that this information is consistent with the HECCP classification specification. The posting will also contain the job code to refer potential applicants to the classification description.
- B. In the event that a unit member believes that his or her duties are significantly different from those outlined in the unit member's official job description, the unit member may request a position review. Official forms to request a position review shall be made available at designated offices on each campus and on the UMS website. A copy of the form is included as Appendix H.
1. The unit member shall submit a completed and signed position review request form and questionnaire outlining the unit member's current job duties and responsibilities to his or her appropriate supervisor. The unit member's immediate supervisor shall complete the supervisor's responses to the position questionnaire and forward the request form and questionnaire within twenty (20) working days for consideration to such administrative officers as the University deems appropriate. Failure to comply with the request within twenty (20) working days shall have no effect on the disposition of the position review. A copy of the request, including supervisor responses to the questionnaire, shall be given to the unit member at the time that it is forwarded to Human Resources.
 2. If the designated administrative officer(s) at the campus disapprove(s) the position review, the unit member shall be provided with a written statement of the reason(s) for denial of the position review.
 3. In the event that the request for position review is approved by designated administrative officer(s) at the campus, a position audit shall be scheduled. The position audit shall include a review of the questionnaire outlining the unit member's current job duties and responsibilities. The audit also may include an on-site evaluation.
 4. The audit shall result in findings as to whether the duties being performed by the unit member are significantly different from the duties outlined in the official job description for the unit member's job classification. Such findings shall be made in accordance with HECCP criteria outlined in Section L below and shall be submitted to administrative officers designated by the University, who shall determine, if warranted, whether the unit member shall be reclassified or assigned duties which conform to the official job description for the classification. Such determinations shall be forwarded to the unit member.
 5. The wage rate for unit members who are reclassified to another job classification shall be determined in accordance with Article 11. The campus human resources office will calculate the new wage and communicate it to the unit member.
 6. The effective date of an approved reclassification shall be the date that the completed position review request form and position questionnaire were submitted to the appropriate supervisor by the unit member.

7. The unit member's merit review date shall be the effective date of the reclassification, except that the unit member's merit review date shall not change in the event of a reclassification to a classification in the same wage grade.
 8. The University shall process all position review requests within ninety (90) days from the date that the request is received by the campus Human Resources Office.
 9. A grievance regarding the results of a position review may be initiated at step 2 of the grievance procedure, as set forth in Article 10, Section C, within twenty (20) days after notification of the results.
 10. All reclassification reviews will be conducted using HECCP criteria for classification in effect at the time of execution of this Agreement. The criteria to be used for classifying jobs include but are not limited to the HECCP job families, job specifications and the career level matrix. When the analysis of a job during the reclassification process results in a career level matrix score of between 1.41 and 1.59 or between 2.41 and 2.59, the reviewer shall be required to write brief explanatory notes which describe the reason for the career level assignment rendered.
- C. Professional Growth – The University of Maine System and ACSUM agree that opportunities for professional advancement for ACSUM unit members is an important component of workforce development and promotes employee morale and retention. To this end, UMS and ACSUM agree to establish a formal program of professional advancement for employees through career levels of the HECCP.
- Program parameters:
1. Unit member shall apply for the professional advancement program directly with the supervisor. Unit members must have been employed in the current position for a minimum of (1) one year and attained at least satisfactory performance reviews.
 2. Supervisor and unit member shall jointly review department needs and workflow in order to identify if career level advancement is supported by the work needs of the department.
 3. If mutually agreeable, supervisor and unit member shall then jointly draft a professional growth plan for the addition of duties and responsibilities to be phased in over a maximum of a (6) six month transition period with a formal assessment of progress at the (3) three month point.
 4. The unit member shall receive a career ladder advancement at the end of the transition period provided work performance has been satisfactory in the new role.
 5. If the professional growth plan is not successfully completed, the unit member shall return to the prior regularly assigned responsibilities at the current career level.
- D. In the event of the need to modify the duties of a classification or to develop a new classification, the University shall revise or develop the job specification accordingly, and shall notify the Association in writing. Upon its request, the Association may meet with the University to discuss the impact of the revision(s) on unit members. The DBM level for a new or modified classification shall be maintained or revised in accordance with the existing HECCP job evaluation criteria and shall be subject to negotiation between the University and the Association.

Article 9 - Work Week, Work Schedule, and Work Assignments

- A. 1. The work week for full-time regular unit members shall be a forty (40) hour week, not including unpaid meal periods.

2. Work schedules shall be determined by the University. In the event that a unit member's regular work schedule is changed to a different regular work schedule by the University, the University shall inform the unit member of the change at least fourteen (14) days prior to its effective date. Such changes in work schedule shall only be made for bona fide program or financial reasons. In the event the new work schedule will cause the unit member substantial personal hardship, and he/she has more than four (4) years of University service, then he/she may displace another unit member, according to the provisions of Article 22, Section B.5 or move into a vacant position according to the provisions of Article 22, Section B.4.
 3. Full-time regular unit members, in addition to the unpaid meal period, will be allowed two (2) fifteen (15) minute paid rest periods (i.e. from the time an employee stops working to the time he/she resumes working) on each regular workday, which will be scheduled by the appropriate supervisor. Part-time regular unit members, except those required to remain on the job continuously for their workday, will be allowed one (1) fifteen (15) minute rest period (i.e. from the time an employee stops working to the time the employee resumes working) on each regular workday, which will be scheduled by the appropriate supervisor.
 4. The University supports the use of flexible schedules by unit members. Unit members may apply in writing to their respective supervisor requesting specific schedule modifications. If a request is denied, reasons must be provided in writing to the employee upon denial. The University decision will be based on what is in the best interest of the University. In the event that the University intends to exercise its authorities under other sections of this Agreement to permit flexible schedules by unit members, on a University-wide or campus-wide basis, the University will provide affected unit members and the Association with an opportunity to comment thereon.
 5. The University Telecommuting Guidelines dated December 10, 2008 are hereby amended as follows for the purpose of approving telecommuting agreements for employees represented by the Association. In the event that more than one unit member in the same classification and the same department wishes to participate in the telecommuting program of the University and in all other aspects they possess equal qualifications, the most senior unit member shall receive the telecommuting assignment, if both cannot be approved.
 6. If mutually agreeable between the employee and supervisor, unit members shall be allowed to work from home on an intermittent basis to complete short term projects, to deal with inclement weather, or when an employee needs to work from home to care for a sick family member or other short term needs.
- B. 1. When the University determines that work by unit members on an overtime basis is required, it will make reasonable efforts to equitably distribute such work to qualified unit members working in the affected office or other similar work area.
2. Unit members required by the University to be in active pay status more than forty (40) hours in any work week shall be compensated for such time over forty (40) hours at one and one-half (1 ½) times the regular rate of pay. The University may choose to provide such compensation in the form of paid time off with prior notice to the employee. Compensatory time shall be granted on the basis of one and one-half (1 ½) hours of time off for each hour of overtime worked.

Compensatory time usage shall be at the discretion of the unit member, subject to supervisory approval. Requests for usage shall be submitted as far in advance as possible. Supervisory approval shall not be unreasonably withheld or denied.
 3. Compensatory time earned shall be taken subject to supervisory approval. Such approval shall not be unreasonably denied.

4. No unit member shall be permitted to carry forward more than sixty (60) hours of compensatory time from one pay period to the next. If, at the end of any pay period, a unit member has accumulated more than sixty (60) hours of compensatory time, the University shall pay the unit member for the accumulated hours in excess of sixty (60) hours at the unit member's regular rate of pay.
 5. In the computation of eligibility for overtime pay or compensatory time, any hours paid for but not worked which are included in the regular work schedule shall be counted.
 6. The University shall not unilaterally change a unit member's regular work schedule for the sole purpose of avoiding the payment of overtime compensation.
 7. The University will record compensatory time earned, used and accumulated, and will supply this information to each unit member at least biweekly.
- C. Where a unit member is assigned work by two (2) or more persons, it shall be the responsibility of the unit member's appropriate supervisor to resolve conflicts in work assignments which arise.
- D. The University may appoint a new unit member to a non-renewable fixed length appointment for a specified duration which shall not exceed two (2) years. This provision does not preclude the appointment of a current Unit member where that person voluntarily sought such an appointment. Employment shall be for the length of the appointment except in the case of termination for just cause or discontinuance for bona fide financial or program reasons. Non-renewable fixed length appointments which are extended beyond two (2) years shall result in a continuing appointment unless mutually agreed otherwise by the Association and University. The provisions of Article 22 of this Agreement shall not be applicable to such employees. In the event unit members, appointed to a non-renewable fixed length appointment, are reappointed to a continuing appointment without a break in service, their seniority date shall be established as the original date of hire as a regular employee.
- E. 1. A full-time regular unit member with five (5) full-time equivalent years of continuous service may request a reduction in work schedule when it is mutually beneficial to the University and the unit member and be eligible for certain pro-rated benefits available to full-time regular unit members as described in Articles 12, Sections A.3. and B.3.; 13, Section B.; 21, Section B.2. and 22, Sections C and D. The work schedule reduction shall be to no less than one-half (1/2) time to be eligible for pro-rated benefits. The work schedule reductions shall be for an indefinite duration with no right to return to full-time regular status unless specifically agreed to in writing between the University and the unit member at the time the reduction occurs. Requests by unit members for work schedule reductions shall be made at least two (2) months prior to the requested effective date. This time limit may be waived by the campus. Final approval or disapproval of work schedule reduction requests shall be at the sole discretion of the campus president or the president's designee and communicated to the unit member in writing.
2. The provisions of Section E.1. regarding eligibility for certain pro-rated benefits available to full-time regular unit members shall apply to part-time regular unit members with the full-time equivalent of five (5) years of continuous service who have had work schedules reduced from full-time regular work schedules in accordance with Section A.2. of this article.
3. The provisions of section E.1. regarding eligibility for certain pro-rated benefits available to full-time regular unit members shall apply to part-time regular unit members who have the full-time equivalent of five (5) years of continuous service (e.g. ten (10) years of half-time service.)

Article 10 - Grievance Procedures

The Association and the University agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement. However, in the event such a complaint arises between the University and the Association which cannot be settled informally, a grievance procedure is described herein.

A. Definitions:

1. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the University and a unit member, a group of unit members, or the Association with respect to the interpretation or application of a specific term of this Agreement.
2. A "Grievant" is the unit member, group of unit members or Association making the complaint.
3. "Days" shall mean all days exclusive of Saturdays, Sundays and officially recognized University holidays and other days the University is closed due to extenuating circumstances, as described in Article 19, Section A.

B. Informal Procedure:

A complaint may be presented informally to the supervisor or administrator whose decision or action is being contested.

C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussion the grievant, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the designated administrator the written signed grievance form (Appendix B). Upon receipt of the written grievance, a grievance number shall be obtained from the Office of Human Resources and assigned to the grievance by the administrator. A grievance so presented shall be answered in writing within ten (10) days of receipt of the grievance.

Step 2: In the event satisfactory resolution is not achieved in Step 1, the grievant, within twenty (20) days of the receipt of an answer or of the date the answer is due if no answer is provided, shall forward the grievance form and written statement(s) why the resolution is not satisfactory, and any other documentation, to the chief administrative officer or his/her designee. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. If a grievance affects unit members in more than one department, division or other appropriate unit on a campus, or is based on a complaint of an act or omission by the chief administrative officer or his or her designee, the Association, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the chief administrative officer or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance (Appendix C).

Step 3: In the event satisfactory resolution has not been achieved in Step 2, the Association or the Grievant, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, shall forward to the Chancellor or his or her designee the written grievance form, and any other documentation. The Chancellor or his or her designee shall answer in writing within twenty (20) days of receipt of the grievance. If the grievance affects unit members on more than one campus, the Association or the Grievant, within twenty (20) days following the action or omission giving rise to the grievance or the date on which the Association or the Grievant reasonably should have known of such act or omission if that date is later, shall forward to the Chancellor or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance (Appendix C).

Step 4: a) In the event a grievance is not satisfactorily resolved at Step 3 of the Grievance Procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 3 answer or the date the answer is due, if no answer is provided. The parties shall confer within ten (10) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator, the

grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.

- b) The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.
- c) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the University, the Association and any and all affected unit members.
- d) An arbitrator may award lost compensation where appropriate, but the arbitrator may not award other monetary damages or penalties.
- e) The arbitrator may award an appropriate remedy when a violation of the Agreement has been determined.

D. Duplicate Proceedings:

Employees may also have rights to pursue claims or complaints through outside agencies, including, but not limited to, the Office of Civil Rights and Maine Human Rights Commission.

E. Rights and Responsibilities of the Grievant, University and Association:

1. No reprisals shall be taken by either the grievant, Association, or the University against any participant in the grievance procedure by reason of such participation.
2. A unit member may be represented at any level of the grievance procedure only by an Association designated representative, or professional staff or counsel of the Maine Education Association.
3. When a unit member is not represented by the Association at Steps 1 and 2, the Association shall have the right and a reasonable opportunity to be present and to state its views at any meeting between the grievant and the University after the submission of the written signed grievance form. The Association shall be informed of the disposition of the grievance and will receive a copy of any written grievance decision.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the unit members.
5. The forms which must be used for filing a grievance (Appendix B and C) shall be prepared by the University and supplied to unit members and the Association.
6. In all grievances at Steps 2 and 3 the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. A meeting shall be held at Step 3 upon the request of either party. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting at Step 2 may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Association representatives involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
7. In the event that a grievance is not timely answered by the University at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
8. The costs of arbitration will be borne equally by the University and the Association. Such shared costs shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
9. The University shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives.

- a. A unit member must be actively employed as of the pay period in which an increase is processed to be eligible for the increase and any retroactive pay.
- b. Unit members at the top step for the appropriate wage grade for their classification or whose hourly rate exceeds the top step for the grade are not entitled to further step movement.
- 8. There shall be no entitlement to further step advancement beyond the June 30, 2021 expiration date of this Agreement and employees shall remain at their respective step until such time as further step movement is provided for in a successor collective bargaining agreement.
- 9. The Association and the University specifically agree that no unit member shall receive any hourly rate increase beyond the expiration date of this Agreement, except in the case of promotions described in Section B, or reclassification described in Article 8.
- B. The parties shall meet and discuss the development of an incentive pay program to be negotiated in a subsequent agreement.
- C. Unit members who are promoted to a different job in a higher wage grade shall be placed on the step of the new wage grade of the C.O.L.T. Unit Wage Schedule that provides at least a 5% increase to their hourly rate.
- D. Unit members who are demoted to a different job in a lower wage grade shall have their new hourly rate established in the following manner:
 - a. calculate the percentage of the current hourly rate of the current Start Step;
 - b. apply the resulting percentage to the Start Step in the new wage grade;
 - c. and, place on the step that provides at least the calculated rate.
- E. Unit members who are transferred to another classification in the same wage grade shall retain the same hourly rate as they received in the previous job.
- F. The evaluation date for unit members who are promoted, demoted or transferred to a substantially different classification shall be the effective date of the promotion, demotion or transfer. The evaluation date for unit members who are transferred within the same classification or to another classification in the same wage grade which is not substantially different shall not be changed.
- G. The University will pay a shift differential of forty (40) cents per hour to any unit member who works a normally scheduled shift the majority of which falls between the hours of 5:00 p.m. and 8:00 a.m. Such differential will be applicable to all hours of such shift and is in addition to the unit member's regular rate of pay.
- H. Whenever two or more premium rates may appear applicable to the same hour or hours paid there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.
- I. All unit members shall receive pay checks by means of direct deposit/electronic funds transfer to the employee's account at a financial institution.

Article 12 – Insurance

- A. 1. The University will provide the current health plan, as modified below or in accordance with Sections 3 and 4, or a comparable plan for all full-time regular unit members. The parties agree to the introduction of an additional medical insurance plan option, starting in plan year 2016. Such a plan option will be developed with EHPTF, UMS, and approved by the ACSUM Executive Board and will have the same premium share percentages used to calculate the UMS and employee contributions as existing health plan choices. The plan will be priced together with all UMS health plans with the price set on an actuarial basis as compared to other plans. The parties agree that the Open Access Plus (OAP) Quality Incentive Passive plan shall no longer be offered effective with the plan year beginning January 1, 2016.

2. Employee premium payments will be calculated at the same employee premium share percentages based on the rates in effect for each plan year subject to the provisions of Section 3. Employees shall have the premium payments deducted bi-weekly from their pay.
3. Effective with the group health plan renewal for January 1, 2015, health plan provisions and employee contribution shares will be determined as follows for a four-year pilot project:
 - a. The Employee Health Plan Task Force (EHPTF) will continue as a Task Force appointed by the Chancellor with ACSUM participation to make recommendations to reduce the cost trend of the UMS group health plan through creating a culture of health, plan design changes, wellness initiatives, and medical care payment reform.
 - b. Calculations of the health plan renewal percentage increase (decrease) will be based on actual claims experience through August, available in mid-September. A preliminary estimate of the renewal percentage will be available in July and will be updated in August and September with the most recent experience.
 - c. For purposes of this section the term "premium" is used to refer to the actuarially determined working rate premium equivalent for the self-insured plan.
 - d. If the health plan renewal is 4.5% or less, UMS will pay 90% of the increase for unit members who qualify for the wellness incentive premium share and 80% of the increase for unit members who do not qualify for the wellness incentive premium share. The unit member will pay the remaining 10 or 20% of the increase.
 - e. If the health plan renewal increase is estimated to be greater than 4.5%, UMS and ACSUM will meet to negotiate between July 15 and September 15 to identify plan changes to reduce the plan renewal percentage to 4.5% or less. The parties will consider, but not be limited to, EHPTF recommendations. Decisions regarding plan provisions will be made no later than September 30 and will not be affected by experience data received later.
 - f. If the parties are not able to reach agreement on plan changes that reduce the increase to 4.5% or less, the cost share for the portion of the increase in excess of 4.5% will be as follows: unit members will pay 50% of the increased cost above 4.5% and UMS will pay 50%. A unit member's premium contribution will not exceed 15% of the total premium for unit members who qualify for the wellness incentive premium share or 27% for those who do not qualify for the wellness incentive premium share.
 - g. When the increase in the plan premiums rates exceeds 4.5% and unit members consequently pay 50% of the increase amount above 4.5%, the parties will determine the difference between the rate a unit member would have paid if paying 10% of the full increase for single coverage and the actual rate charged to unit members with single coverage. This will be referred to as the "incremental cost share." The amount accumulated at the single coverage rate will be proportionately increased to apply to two person and family coverage.
 - h. The amount of accumulated incremental cost shares may be lowered in any year in which the health plan renewal increase will be less than 4.5% using the following methodology:

The aggregated amount of incremental cost share will be determined by multiplying the incremental cost share for each level of coverage by the number of plan participants with that level of coverage as of September 30.

The total dollar amount of aggregated incremental contributions may be used to reduce the premium contribution of plan participants. The unit member's contribution shall not be less than 10% of the total premium for the applicable coverage level.

- i. Each year the share of any premium increase will be determined as described above and that amount will be added to the premium contribution amounts of the unit member and the university.
 - j. The parties commit to a four-year pilot project (for plan years 2015 – 2018) of this methodology with annual monitoring of the impact on costs to employees and the university, employee engagement in health improvement and reducing the cost trend in the UMS health plan. During the four-year period this pilot project continues during any time of an expired agreement and unit member premium contributions are subject to change each January 1.
 - k. At the conclusion of the four-year pilot the parties will review the program and negotiate about any changes proposed by either party. The provisions of the program will continue as the status quo until such time as any revisions are agreed to by the parties.
 - l. f during the term of an expired contract the health plan renewal percentage is greater than 4.5%. unit members will have the ability to declare a financial hardship and defer the amount of the employee's premium share equivalent to the 50% increase amount above 4.5%. This deferral will remain in effect until a successor agreement is reached at which time the sum of the deferred monies will be collected from an employees' first post contract execution paycheck. Should an employee who elects this deferral separate prior to a successor agreement being reached any deferred monies shall be collected from the employee's final paycheck.
4. The parties agree that the health insurance plans available to employees shall have a cost below that prescribed by the Patient Protection and Affordable Care Act excise tax level, otherwise known as the "Cadillac Tax". If the actuarially projected rates for any level of coverage exceed the "Cadillac Tax" threshold in plan year 2016 or 2017 then the process in 4 shall occur. For calendar year 2018 and beyond, if the actuarially projected rates exceed the "Cadillac Tax" threshold as applicable to the University for that year then the process in 4 shall occur. It is understood and agreed that the process of 4 runs in conjunction with the requirements of 3.
- a. If the actuarially projected costs for any level of coverage exceed the "Cadillac Tax" threshold the parties shall meet to negotiate what plan changes shall be made to achieve an actuarially projected cost below the "Cadillac Tax" threshold.
 - b. The parties will meet to negotiate under the provisions of 4 between July 15 and September 5.
 - c. If the parties are unable to reach agreement on plan changes that reduce the actuarially projected cost below the "Cadillac Tax" threshold by September 5, they shall submit their respective last offers and statement of position in the form of a brief to a pre-selected neutral arbitrator who shall have 15 days to provide the parties a binding decision of what plan changes shall be made to bring the projected cost below the "Cadillac Tax" threshold.
 - d. The arbitrator shall be the same for any union representing UMS employees in similar proceedings. The arbitrator must render a decision which is consistent with the fact that UMS administers similar benefits to all UMS employees and thus may not render a decision which compromises this such as making different plan changes for each unit proceeding under these provisions. The arbitrator's decision shall be final and binding and shall not be constrained in any way other than the requirement of reaching a premium level below the Cadillac Tax.

5. Health Insurance Premium Rebate

- a. If during the term of this agreement the UMS Group Health Plan continues to operate on a self-insured basis and the total aggregate premium amount for the two-year period January 1, 2011 through December 31, 2012 and each two year period thereafter exceeds the total aggregate costs paid to the insurer for the same period for claims and other expenses by equal to or exceeding 1%, unit members will receive a proportionate rebate of premiums paid based upon their level of coverage at the time the rebate is paid. The rebate will be paid in the third quarter of 2013 and each corresponding third quarter in subsequent two year cycles.
- b. During the term of the agreement all state and federal health insurance mandates, including those regarding mental health services, that would be applicable to employee coverage under insurance plans provided by the University by way of regulated insurance carriers, shall be applicable to the UMS Group Health Plan plans covering unit members under this terms of this Agreement. If a state or federal mandate results in a mid-year premium change, the employee will continue to pay the same percentage share of the new premium.

6. Prescription Drug Plan (Subject to change per the provisions of 3. and 4.) –

- a. There shall be a four (4) tier plan per 30 day supply: \$10.00 for preferred generics, \$15.00 for *Tier 1* medications, \$25.00 for *Tier 2* medications and \$40.00 for *Tier 3* medications. Prescriptions shall be subject to step therapy to ensure use of the most safe, effective drugs.
- b. A mail order option is available through the health plan administrator that provides for receiving a 90 day supply of medications for two (2) co-pays. In addition, the 90 day supply for two (2) co-pays may be obtained from local pharmacies who participate in the mail match program with the health plan administrator.
- c. Maximum out of pocket expenses for prescription co-payments shall be \$1,300 for individuals and \$1,950 for families.

C. The University and the Association agree to work together to carry out the recommendations of the Employee Health Plan Task Force submitted to the Chancellor on June 6, 2011, including the following actions:

1. Quality, Cost and Payment Reform The UMS Group Health Plan will be modified effective January 1, 2012 or as soon thereafter as is feasible to incorporate the following features.
 - a. Implement quality and cost tiered network for hospitals and quality tiered network for primary care providers (PCP's)
 - b. At the time of open enrollment, unit members will be required to select a PCP regardless of the plan in which they participate (however, PCP referrals will not be required in the Comprehensive Plan).
2. Plan design changes. The plan design changes in Appendix I will be incorporated in the UMS Group Health Plan effective on the date of execution of this Agreement. Future plan design changes made under the provisions of 3 and 4 will be communicated in materials made available at open enrollment and will be considered as part of the provisions of this collective bargaining agreement.
3. Health improvement
 - a. The parties will work together to achieve a goal of 85% participation in Rise UP and in wellness and care management strategies.
 - b. **Effective February 1, 2013 the following wellness incentive program applies to the UMS Group Health Plan:**

- i. A wellness incentive premium share shall be applicable to all unit members who complete the requirements of Level 1 of the wellness incentive program. All references to the wellness incentive premium share in this Article refer to sections B.3.b.ii and iii. below.
 - ii. Full-time, regular unit members who complete the Level 1 wellness incentive program as described in Section B.3.g below will pay an average of 10% of the total health plan premium applicable to their coverage level.
 - iii. Part-time regular unit members who complete the Level 1 wellness incentive program as described in Section B.3.g below will pay the premium share as described in Sections D.1 and D.3 of this Article.
 - iv. Unit members who do not qualify for the wellness incentive premium shall pay premiums as described in sections B.3.b v. and vi. below. All references to the non-incentive premium share in this Article refer to sections B.3.b.v and vi. below.
 - v. Full-time unit members who do not to complete Level 1 will pay an average of 20% of the health plan premium applicable to their coverage level until the Level 1 wellness incentive program is completed.
 - vi. For part-time unit members who do not complete Level 1 of the wellness incentive, the premium share shall be increased by 10% of the total premium until the Level 1 wellness incentive program is completed. For example, an employee who would otherwise pay 50% of the total premium will pay 60% of the total premium.
- c. All adults (unit member and spouse or domestic partner) who are included in the unit member's coverage must complete the requirements of Level 1 in each calendar year for the unit member to be eligible for the wellness incentive premium share.
 - d. All unit members must complete Level 1 of the wellness incentive program as described in Section B.3.g below in each calendar year of this Agreement to qualify for the wellness incentive premium share. Once the unit member qualifies for the wellness incentive premium share, that share will begin in the month following the date on which the unit member qualifies and continue until March 31 of the following calendar year. The unit member may complete Level 1 for the new year prior to March 31 and continue the wellness incentive premium share. If Level 1 is not completed, unit members will pay the non-incentive premium share until the Level 1 wellness incentive program is completed.
 - e. Unit members initially employed on or after January 1, 2014 will pay the wellness incentive premium share for the first ninety (90) days of employment. To remain qualified for the wellness incentive premium share, a unit member and his/her spouse or domestic partner must complete Level 1 of the wellness incentive program outlined in Section B.3.g within the first ninety (90) days of employment. If a unit member and his/her spouse or domestic partner have not completed Level 1 of the wellness incentive program within the first ninety (90) days of employment, his/her premium share shall be the non-incentive premium share .
 - f. Unit members who participate in Level 2 of the wellness incentive program as described in subsection g. below will receive an additional incentive of \$100 per adult (unit member, spouse, or domestic partner) for completing Level 2 in each year of this Agreement.

Level II – Requirements in addition to completing Level I (Deadline = November 30 of any plan year)

- i. Unit member, spouse or domestic partner voluntarily participates in wellness activities totaling one hundred additional (100) points as described in the Rise Up points tracker, such as lunch and learns, walking, nutrition, yoga, weight watchers, safety and health habits, etc., Total number of points must be 120 by a designated deadline, OR.
 - ii. Participate in one of the following coaching programs:
 - a. Complete your individualized coaching plan with a Provant coach (onsite or telephonic)
OR
 - b. Complete Cigna's Lifestyle Management, Healthy Babies maternity program or Disease Management
 - h. Each campus community will develop a team to work on wellness and health improvement strategies that are appropriate for their campuses, attached to measures, grounded in proven best practices and that consider the following:
 - Strategies that encourage or incentivize employee and family fitness by broadening opportunities and options and making it more attractive, more convenient, and less costly to use University fitness facilities.
 - o Smoke/tobacco free campuses (with a commitment to enforcement) that are linked to smoking cessation programs.
 - o Strategies in dining facility and vending machine operations to reduce unhealthy options and encourage healthy food choices.
 - o Strategies to engage and support those who are associated with the campus but don't have a physical presence on the campus (Cooperative Extension employees, for example)
 - i. Each unit member will receive unlimited vouchers for free use of campus fitness facilities outside normal work hours by the unit member and immediate family members who are enrolled in the UMS health plan, subject to facility rules such as age limitations.
 - 4. The University and the Association will work together to communicate with and educate unit members and their dependents about the importance of health improvement and about participation in the wellness program.
 - 5. The Association may continue to participate in the Employee Health Plan Taskforce. The Association may have two representatives who shall have paid release time during normal working hours to attend scheduled meetings
- C. The University of Maine System urges all supervisors to use discretion and flexibility in responding to employee requests to participate in University sponsored wellness activities. UMS officials shall be sensitive to the variety of work schedules on a campus when planning wellness activities.

Each full-time unit member may be granted up to thirteen (13) hours of release time each fiscal year to be used to attend, with supervisory approval, University sponsored wellness programs, including participation in biometric screenings and completion of the health assessment. Release time for this purpose does not carry forward from year to year. The university will explore the feasibility of having wellness release time credited as a leave balance to each unit member each fiscal year. Implementation of this feature will be contingent on availability of resources to carry out the technical implementation.

The University will make available opportunities for unit members to use university computer equipment for use in completing the health assessment for the wellness incentive. Such use of computers shall be in locations and at times specified by the university.

- D. 1. For part-time regular unit members who are regularly scheduled to work at least twenty (20) hours per week, the University will make available personal Single Plus 1 and/or family health insurance coverage equivalent to the coverage which is available to full-time regular unit members. The University will pay one-half (1/2) of the premium cost for the unit member's personal coverage and one-half (1/2) of the premium cost for Single Plus 1 or family coverage.
- 2. Part-time regular unit members who meet the criteria established under Article 9 E.1, 2, or 3 shall be eligible for group health and dental coverage. Participating unit members shall pay any premium for which full-time regular unit members are responsible.
- 3. For part-time regular unit members who are regularly scheduled to work at least 30 but less than 40 hours per week, the University will make available personal, spouse and family health insurance coverage equivalent to the coverage which is available to full-time regular unit members. The University will pay sixty percent (60%) of the premium cost for the unit member's personal coverage and sixty percent (60%) of the premium cost for the spouse or family coverage.
- E. University representatives will meet with designated Association representatives to explain the factors underlying any increase in premium amounts.
- F. 1. The University will provide for all full-time regular unit members the existing or equivalent basic life insurance coverage. The premiums for this insurance shall be paid in full by the University.
- 2. For part-time regular unit members who are regularly scheduled to work twenty (20) or more hours per week, the University will provide life insurance coverage equivalent to the basic life insurance coverage which is provided to full-time regular unit members. Premiums for this insurance will be paid in full by the University.
- 3. Part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3 shall be eligible for life insurance coverage equivalent to the basic life insurance which is provided to full-time regular unit members. Unit members shall pay for any premium for which full-time regular unit members are responsible. Basic life insurance will be based on the unit member's reduced part-time wages.
- G. The University will maintain for all full-time regular unit members the existing or equivalent travel insurance, basic accidental death and dismemberment insurance, long-term disability insurance, and Workers' Compensation. The cost for these insurances will be borne by the University and/or unit members in accordance with existing practice.
 - 1. Effective with the plan year beginning January 1, 2016 long-term disability coverage will be modified to limit mental/nervous, substance abuse, and non-verifiable conditions to 36 months of coverage. The plan will be further modified to allow cost of living allowances for the first 24 months of coverage only.
 - 2. Effective upon execution of the agreement UMS will:
 - a. discontinue providing the employer and employee 403b contributions for employees on long-term disability leave.
 - b. UMS healthcare shall continue for a period of 24 months for those employees on long-term disability leave, subject to employee contributions.
 - c. UMS provided life insurance shall continue for a period of 36 months for those employees on long-term disability leave.
 - d. UMS shall discontinue all past sick leave practices under the long-term disability program. The parties agree employee leave benefits are those specifically identified and provided for under the terms of this collective bargaining agreement subject to any requirements of state and or federal law.

- H. Unit members may register a domestic partner for purposes of receiving University benefits. A domestic partner who is registered shall be considered to be equivalent to a spouse for purposes of University benefits, such as health insurance, bereavement or disability leave, tuition waiver, and use of University facilities. Registration of a domestic partner shall be in accordance with University Policy and all federal and state laws.
- I. The University will provide a dental plan. The University will pay 100% of the premium for the regular, full-time employee. Part-time regular employees shall pay one half of the premium cost for their coverage. The employee may enroll eligible dependents by paying the difference between the plan cost for an employee and the cost for the coverage desired.

Article 13 - Retirement

- A. The University will provide for all full-time regular employees and part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3, the existing or equivalent retirement plans.

B. DEFINED BENEFIT PLAN

- 1. The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) shall be amended as agreed by Associated C.O.L.T. Staff of the Universities of Maine and the University of Maine System effective May 1998 and January 1, 2001, and shall conform to trustee determined appropriate Employee Retirement Income Security Act of 1974 (ERISA) standards. Plan participants are eligible unit members who elected to continue participation in this program as of July 1, 1998.
- 2. a. The University agrees to provide for COLT unit members, who are participants in the defined benefit plan, a voluntary defined contribution retirement plan, in accordance with Section 403(b) of the Internal Revenue Code. The University shall contribute one percent (1%) of a unit member's base wages for each one percent (1%) any unit member contributes of his/her annual base wages, up to a maximum University contribution of four percent (4%). Participating unit members shall make contributions in whole number percentages. TIAA-CREF or other approved vendor shall administer payroll deducted funds which shall be remitted by the University once monthly.
- b. The University and the Association agree that the plan shall be administered in compliance with applicable plan provisions and amendments, Internal Revenue Service, and TIAA-CREF and other approved vendor guidelines.
- c. Unit members covered under the defined contribution retirement plan shall be allowed to use the same approved Alternate Vendor options available to Faculty and Professional members in the retirement plan.
- d. Unit members upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.

C. DEFINED CONTRIBUTION

- 1. For newly hired unit members, participation in the defined contribution retirement plan (The University of Maine System Basic Retirement Plan for Classified Employees) is mandatory during their employment with the University. Unit members must contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution. Eligible unit members covered by the Memoranda of Understanding regarding retirement plans executed on January 29, 2001 and May 6 and 7, 1998 who have completed five (5) years of service may contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution.

- a. Unit members initially employed on or after January 1, 2010 shall have a four (4) year period from the date of eligibility to participate in the University of Maine System Basic Retirement Plan for Classified Employees for the purpose of vesting the University of Maine System's retirement contribution. Unit members employed on or after January 1, 2010 who leave University service, unless the vesting period is satisfied, have no right to ownership of any funds contributed by the University of Maine System or any right to otherwise use those funds in any fashion. Upon separation of the unit member prior to completion of four (4) years of continuous, regular service from the date of eligibility to participate in the retirement plan, University contributions shall revert to the University.
 - b. Unit members initially employed on or after January 1, 2013 shall have a five (5) year period from the date of eligibility to participate in the University of Maine System Basic Retirement Plan for Classified Employees for the purpose of vesting the University of Maine System's retirement contribution. Unit members employed on or after January 1, 2013 who leave University service, unless the vesting period is satisfied, have no right to ownership of any funds contributed by the University of Maine System or any right to otherwise use those funds in any fashion. Upon separation of the unit member prior to five (5) years of continuous, regular service from the date of eligibility to participate in the retirement plan, University contributions shall revert to the University.
2. In the beginning of the fifth year of employment, on or after July 1, 2006, the University will contribute six percent (6%) of a unit member's base wage with the employee contributing a minimum of one percent (1%) during their employment with the University thereafter. The University, in addition to this six percent (6%), will continue to match dollar for dollar up to a maximum of four percent (4%) an eligible unit member's contribution. Participating unit members shall make contributions in whole number percentages. Basic Plan Providers shall administer payroll deducted funds which shall be remitted by the University once monthly.
 3. The University of Maine System Retirement Plan for Classified Employees shall consist of a single record keeper whose rules of participations have been mutually agreed upon by the parties.
 4. Unit members upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.
 5.
 - a. Unit members participating in the plan as of December 31, 2009 upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.
 - b. Unit members who are initially employed on or after January 1, 2010 and who are subject to the vesting period described in Section C.2 a or b, upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their employee contributions and related earnings to the defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations. Such unit members may withdraw employer contributions and earnings on those amounts only after completion of the vesting period. Unit members may elect to purchase, at their own expense, tax-sheltered investments, subject to any limitations and conditions determined and established by the University, up to applicable Internal Revenue Service limits.
- E. When eligible unit members retire, group health plan participation will be in accordance with University retiree policy in effect at that time. Effective January 1, 2017 the parties understand the policy will be amended as follows: individual health premiums for all Medicare eligible unit members retiring on or after that date or when they become Medicare eligible in retirement for the Unit member's own coverage will be a single contribution rate of 20%.

Article 14 - Sick Leave

- A. Full-time regular unit members shall accumulate 4.62 hours of sick leave for each bi-weekly pay period of continuous service or major portion thereof. Such accumulation shall continue during pay periods in which the full-time regular unit member with the approval of the University works a reduced number of hours not less than twenty (20) hours per week, provided that such pay periods do not exceed one third (1/3) of the pay periods in the unit member's work year. If a full-time regular unit member is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week, sick time earned shall be prorated. When a unit member's schedule is reduced from full-time to part-time or to less than twelve (12) months per year and the unit member has a sick leave balance exceeding the pro-rated maximum, the unit member shall not forfeit the excess. The unit member shall not accrue additional sick leave until the balance has been reduced to less than the pro-rated maximum. Thereafter, the unit member shall accrue sick leave in accordance with this section, subject to the pro-rated maximum.
- B. Part-time regular unit members shall accumulate 4.62 hours of sick leave for each eighty (80) hours worked and for which compensation is paid. Pro-rated sick leave based on the aforementioned formula shall be credited to part-time regular unit members each bi-weekly pay period.
- C. Full-time regular unit members may accumulate a maximum of one thousand four hundred forty (1,440) hours of sick leave. The maximum accumulation for unit members working less than forty (40) hours per week shall be prorated.
- D. Pay for sick leave used will be computed on the basis of the hours scheduled to work times the hourly rate of pay. Sick leave used will be recorded in one-half (1/2) hour intervals.
- E. Sick leave shall not be accrued after a unit member is on Workers' Compensation for three (3) months, or when a unit member is on an unpaid leave of absence, layoff, or long term disability.
- F. In cases where there are reasonable grounds to suspect sick leave abuse, or where an illness exceeds five (5) work days in duration, the University may require the submission of a written statement by a qualified licensed healthcare provider regarding the sickness or illness prior to the payment of sick leave to a unit member.
- G. Unit members shall make every effort to notify the appropriate supervisor of their inability to report to work as soon as possible prior to the start of the workday.
- H.
 - 1. In cases of serious illness, an eligible unit member whose absence exceeds three (3) months shall be required to make application for total disability benefits if the medical prognosis indicates a disability of qualifying duration. In cases of serious illness of unit members with more than two (2) years of seniority, leave without pay shall be granted for up to the duration of the illness, not to exceed a period of six (6) months of paid and unpaid leave. Such unit members may be granted additional leave without pay, not to exceed a total of twelve (12) months of paid and unpaid leave. For unit members with two (2) years of seniority or less, leave without pay may be granted for up to the duration of the illness, not to exceed a total of twelve (12) months of paid and unpaid leave. Unit members who are placed on leave without pay for reasons of personal illness shall have the rights and responsibilities described in Article 18, Leave of Absence, Section C., except that eligibility for long term disability benefits shall be retained to the extent permitted under the existing or equivalent long term disability insurance plan. In the event the unit member is placed on leave without pay, he or she may make a written request to his or her appropriate supervisor for an advance of sick leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his/her recommendation to the campus president or his/her designee. The president or designee may receive other recommendations regarding the request from such individuals as he or she determines to be appropriate. The president or designee shall have the sole discretion to accept or reject the request, and his/her decision shall be final and shall not be grievable, except in cases of alleged discriminatory treatment.
 - 2. Upon the unit member's return to work, the amount of sick leave advanced shall be repaid by the unit member on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such

time as the advance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination.

In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. If a unit member received both disability benefits and disability leave pay for the same period of time, the unit member shall repay the disability leave pay to the University.

3. An employee receiving long term disability (LTD) payments and who is able to work on a part-time basis shall be allowed to use accrued disability leave to supplement the difference between the LTD payments received and the unit member's regular salary.
 - I. Accumulated sick leave may be used for routine medical or dental appointments provided that the unit member is not able to schedule the appointment outside of his or her working hours and adequate notice is given.
 - J. Subject to supervisory approval, accumulated sick leave up to a maximum of one-half (1/2) of the total accumulated, may be used in the event of serious illness or death in the unit member's immediate family. Immediate family shall be defined as spouse, significant other in the household, children, parents, grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law. This provision is for those emergency situations where the nature of the illness or family conditions are such that the unit member must be available to care for the family member, or in the event of death, to attend to the details related thereto. Approval for such use of sick leave will not be unreasonably denied.
 - K. Subject to supervisory approval, accumulated sick leave up to a maximum of one-half (1/2) of the total accumulated up to a maximum of twenty (20) days per occurrence, may be used in the event of adoption of a child which requires the presence of the unit member. Proper notice and, upon request, appropriate documentation shall be provided by the unit member to the chief administrative officer or designee or, where authorized, the unit member's appropriate supervisor.
 - L. The University will record sick leave earned, used, and accumulated, and will supply this information to each unit member at least biweekly.
 - M. The amount of sick leave accumulated by a unit member at the time of retirement, up to a maximum of one thousand four hundred forty (1,440) hours, shall be credited, as if compensation were paid for such accumulated leave, for purposes of determination of the unit member's non-contributory retirement benefit.

Article 15 - Bereavement and Funeral Leave

- A. Unit members will be granted a maximum of five (5) paid work days leave in the event of a death in their immediate family or household. For the purpose of this paragraph only, if additional time away from work is needed, a unit member may use accumulated sick leave up to a maximum of one-half (1/2) of the total sick time accumulated.
- B. For the purpose of this Article "immediate family" is defined as spouse, significant other, children (or person for whom the unit member acted as a parent), parents (or person who acted as the unit member's parent when the employee was a child), grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.
- C. Unit members will be granted paid funeral leave, by the appropriate supervisor, to a maximum of one (1) workday to permit an employee's attendance at the funeral of any of the unit member's aunts, uncles, nieces or nephews. Up to an additional two (2) days of paid funeral leave may be granted by the appropriate supervisor if extended travel is required in order to attend the funeral. The unit member may supplement funeral leave with accrued annual leave or compensatory time with supervisory approval.

Article 16 - Military Leave

Unit members who are members of the National Guard or the Military Reserve will be granted a leave of absence when ordered to active duty for training. Such unit members will receive their normal University pay while on military leave, not to exceed seventeen (17) working days per fiscal year and shall accrue sick and annual leave during such periods of absence not exceeding seventeen (17) days. All military duty must be authorized by the Governor or under the provisions of the National Defense Act.

Article 17 - Jury and Witness Leave

- A. Unit members who are summoned to serve on a jury panel will be granted a leave of absence for the period of such service. The University will pay any such unit member his or her regular base pay for the first ten (10) working days of jury duty. If a unit member is required to serve more than ten (10) working days of jury duty, the University will pay any such unit member the difference between his or her regular base pay and jury duty pay, exclusive of travel, for any period, following the initial two weeks of jury service, during which the unit member is unable to work because of such jury service. If the unit member is released from jury duty prior to or within the first four (4) hours of his or her scheduled work shift on any day, the unit member shall return to work unless, in the judgment of the University, such return would impose an unusual hardship on the unit member.
- B. Unit members who are subpoenaed as witnesses in any legal proceeding will be granted a leave of absence for the period of such service. The University will pay any such unit member the difference between his or her regular base pay and witness pay, exclusive of travel, for any period during which the unit member is unable to work because of such service as a witness with the exceptions of litigation involving the University where a unit member is called by a party other than the University or a unit member's personal litigation.

Article 18 - Leave of Absence

- A. Unit members shall be eligible for leave of absence without pay for urgent and compelling personal business. Periods of absence, not to exceed three (3) work days per fiscal year, may be granted. A request for this leave must be submitted by the unit member to the appropriate supervisor, which request shall be made in writing where practicable. The unit member must obtain the supervisor's approval prior to commencement of the leave.
- B. Unit members shall be eligible for extended leaves of absence without pay for personal reasons other than personal illness including but not limited to leave for the purpose of further education or leave on the occasion of the birth of a child to a unit member or the adoption of a child by a unit member. A written request, with reasons for this leave, must be submitted at least forty-five (45) days in advance by the unit member to the appropriate supervisor. This time requirement may be waived by the supervisor. A request for leave of this nature shall require approval, in advance, by designated administrator(s). A maximum period of unpaid personal leave of twelve (12) consecutive months may be requested by a unit member. The designated administrator shall have the sole discretion to accept or reject the request and his/her decision shall be final and shall not be grievable as long as the decision by the University to grant or deny a leave of absence without pay is based on considerations such as the University's ability to replace the unit member during the period of leave, and the necessity of the leave to the unit member.
- C. While on the leave of absence described in paragraph B, the unit member will not accumulate sick leave, annual leave, holiday pay or be eligible for tuition waiver or long term disability benefits. If the duration of the leave is longer than (6) months, the unit member's merit review date shall be adjusted by the length of the leave. Unit members may at the time of the approval of the leave, but prior to commencement of the leave, make arrangements to maintain life and health insurance coverage. Premiums for such insurance during the period of the leave must be paid by the unit member in full on a monthly or prepaid basis; except in the case of leaves granted for the purpose of participating in an educational program related to the unit member's current position, the University shall contribute its proportionate share to insurance programs. Full-time regular unit members who are participants in the non-contributory retirement plan will maintain their membership in the plan during the period of the leave although no additional benefits will be accrued.

Time spent on leave will be credited for the purposes of seniority computation. Upon return from leave of absence pursuant to this Article, a unit member shall receive any non-discretionary pay increases which he or she would have been entitled to had he or she not been on leave. If the leave is for a period exceeding ninety (90) days, the unit member's rights regarding reemployment shall be established in advance by mutual agreement of the unit member and designated administrator(s) and set forth in writing as a condition of approval of the leave.

Article 19 - Administrative Leave and Administrative Holidays

- A. 1. The University, at its exclusive discretion, may declare an administrative leave at a campus or campuses of the University.
2. Any unit member normally scheduled to work during the period of an administrative leave at a campus at which administrative leave has been declared will receive administrative leave pay at the regular rate for such normally scheduled hours, not to exceed the designated length of the administrative leave.
3. a. Any unit member directed by management to work during the period of an administrative leave at a campus at which administrative leave has been declared will be paid at the straight time rate for any time worked during the period of the administrative leave. This pay will be in addition to any administrative leave pay to which the unit member may be entitled under paragraph 2 of this Article.
- b. Any unit member directed by management to work hours which are not included within his or her normal work schedule during a period of administrative leave shall be paid at double the regular hourly rate for any such time worked during the period of the administrative leave.
4. In the event that an administrative leave is called which commences at or prior to the start of a unit member's scheduled work day, any unit member not directed to work shall be provided with reasonable notice not to report for work. In the event that the University fails to give such reasonable notice and as a result a unit member reports fit and ready for work, the unit member, if he or she so requests, shall be guaranteed a minimum of two (2) hours work, which shall be paid in accordance with paragraph A.3 of this Article; or in lieu thereof, shall receive two (2) hours pay at the straight time rate in addition to administrative leave pay as provided in paragraph A.2 of this Article, if no work can be provided by the University. Reasonable notice shall be conclusively presumed to have been given if the University telephones the unit member's home, and/or notifies designated radio or television station(s) in the area of the campus or distributes information through the campus emergency alert system at least one hour prior to the unit member's starting time. The University will provide at least two hours notice of administrative leave whenever possible. For weather-related administrative leaves, reasonable notice may be given by putting a message on a phone line that unit members have been advised to call for such notifications at least one hour prior to the unit member's starting time. This message shall include instructions regarding the unit member's need to call back regarding delayed openings, if applicable. The two (2) hour guarantee described herein shall also apply to a unit member who has been at work, as regularly scheduled, for less than two (2) hours at the time that administrative leave is called.
5. Any hours paid pursuant to paragraph A.4 of this Article shall not be included in any computation regarding overtime pay.
- B. Administrative holidays may be declared only at the discretion of the Chancellor or his or her designee. Such holidays may be declared in conjunction with such occasions as national observances or regularly scheduled University holidays. The duration of the administrative holiday shall be specified by the Chancellor or his or her designee, but shall not be limited in a manner which arbitrarily excludes any group of unit members from the administrative holiday period. Unit members normally scheduled to work during the period of an administrative holiday will receive administrative holiday pay at the straight time rate for such normally scheduled hours. Unit members directed by management to work during hours which have been declared to be within the administrative holiday period will be paid at the straight time rate for each hour worked during the period of the administrative holiday in addition to administrative holiday pay. If

the unit member is directed to work more than eight (8) hours, the unit member shall receive this pay in lieu of overtime pay.

- C. The unit member may choose, with the consent and approval of the supervisor, to select compensation in the form of time off for any hours worked by a unit member during the period of an administrative leave or an administrative holiday. Such time off shall be granted on a basis equivalent to the pay provisions described in this Article.
- D. The provisions of this Article shall be applicable to any unit member who is normally scheduled to work during the period of an administrative leave or an administrative holiday but who has been excused from work and is on leave with pay under the terms of another provision of the Agreement, except in cases of absence involving Workers' Compensation.

Article 20 - Holidays

- A. The following days shall be considered holidays for full-time and part-time regular unit members:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Indigenous Peoples' Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Holidays shall be observed on the days designated by the University. The dates of the observance of the holidays shall be communicated to the Association prior to the start of the fiscal year in which the holidays occur.

- B. Holiday pay eligibility does not extend to unit members on an unpaid leave of absence, layoff, long term disability, or worker's compensation. To be eligible for holiday pay, a unit member must be in an active pay status the last hour of the unit member's scheduled work day prior to the holiday and in an active pay status the first hour of the unit member's scheduled work day after the holiday.
- C. A unit member who is regularly scheduled to work on a day designated as a holiday shall receive holiday pay at his or her basic hourly straight time rate times the number of hours regularly scheduled on that day.
- D. Holiday pay is in lieu of other paid leave to which a unit member might otherwise be entitled on the unit member's holiday.
- E. 1. A unit member required by the University to work on a holiday shall be paid the basic hourly straight time rate for each hour worked in addition to the holiday pay to which the unit member is entitled as above described except that on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day the unit member shall be entitled to a premium rate of one and one-half (1 1/2) times the basic hourly straight time rate for each hour worked in addition to the holiday pay as above described.

Unit members at the Fogler Library, University of Maine, who are not assigned to work on a holiday, but elect to do work on a holiday, shall take compensatory time off in lieu of cash for working on the holiday. Compensatory time shall be calculated as described in Article 20.E.2 of this Agreement.

- 2. A unit member who has worked on a holiday may choose to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of one and one-half (1 1/2) hours off for each hour of holiday worked, except that on Martin Luther King, Jr.'s Birthday, Washington's Birthday, Patriot's Day, Indigenous Peoples' Day or Veteran's Day, compensatory time will be granted on the basis of one (1) hour of time off for each hour of holiday worked.
- F. The University shall determine the number and categories of unit members needed for holiday work.
- G. When a holiday falls on a day when a unit member is not regularly scheduled to work, the unit member shall receive holiday pay for the day for a number of hours equal to the length of his or her average regularly

scheduled work day at his or her regular straight time rate. The length of the average regularly scheduled work day shall be computed by dividing the number of hours in the unit member's regularly scheduled work week by five (5). Holiday pay paid to unit members for hours they are not scheduled to work on the holiday shall not be counted in the computation of overtime. The University may choose to grant equivalent time off in lieu of such payment.

Article 21 - Annual Leave

- A. Full-time regular unit members working on a twelve (12) month basis shall earn paid annual leave based upon continuous service in accordance with the following schedule:

Continuous Years of Service	Hours Per Bi-weekly Pay Period Accrual
1 through end of 4	3.7
5 through end of 8	4.62
9 through end of 12	5.54
13 through end of 16	6.47
17 through end of 20	7.39
<u>20+ in effect after January 2020</u>	<u>8.31</u>

Such accumulation shall continue during pay periods in which the full-time regular unit member with the approval of the University works a reduced number of hours not less than twenty (20) hours per week provided that such pay periods do not exceed one-third (1/3) of the pay periods in the employee's work year. If a full-time regular unit member is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week, the annual leave earned shall be prorated.

- B. 1. Part-time regular unit members shall accumulate annual leave on an hourly basis. For each eighty (80) hours worked and compensated for annual leave shall be accumulated according to the following schedule:

Continuous Years of Service	Hours Per Bi-weekly Pay Period Accrual
1 through end of 4	3.7
5 through end of 8	4.62
9 through end of 12	5.54
13 through end of 16	6.47
17 through end of 20	7.39
<u>20+ in effect after January 2020</u>	<u>8.31</u>

Prorated annual leave based on the aforementioned formula shall be credited to part-time regular unit members each bi-weekly pay period.

2. Part-time regular unit members who meet the criteria established under Article 9, Section E.1. and 2. shall have annual leave balances carried forward at the time of a work schedule reduction up to the maximum pro-rated amount of annual leave accumulation allowed. The balance of annual leave not carried forward shall be paid to the unit member.
- C. Effective December 31, 2009, a unit member may carry forward from year to year annual leave not to exceed forty (40) days. The annual carry forward will be applied at the end of the pay period which includes December 31 of each year. An annual leave day for purposes of this paragraph shall be equal to the number of hours in the unit member's regularly scheduled work week divided by five (5). A unit member may request a waiver to carry forward days in excess of forty (40) with the recommendation of the unit member's immediate supervisor and the approval of the System Office of Human Resources. Such requests shall not be unreasonably denied.

- D. Annual leave shall not accrue after a unit member is on Workers' Compensation for three (3) months, or when a unit member is on an unpaid leave of absence, layoff, or long term disability, or becomes separated from the University on or before the middle of a pay period.
- E. All requests to take annual leave shall be submitted by the unit member to the appropriate supervisor as far in advance as possible and shall be subject to approval by the supervisor. Approval shall not be unreasonably withheld or unreasonably denied. If a request is denied, reasons must be provided in writing to the employee upon request.
- F. The University will record annual leave earned, used and accumulated and will provide this information to each unit member at least bi-weekly.
- G. Annual leave used will be recorded in one-half (1/2) hour intervals.

Article 22 - Seniority, Layoff and Recall

- A. 1. a.) Seniority shall be a unit member's length of continuous regular service since the date of his or her employment at the campus where he or she is currently employed. A unit member with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the unit member's work year. An employee shall have no seniority for the initial six (6) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.
 - b.) For unit members who enter the bargaining unit due to implementation of HECCP, classification seniority will also include full-time regular continuous service in the classification held immediately prior to implementation of HECCP, even if that classification was not part of the bargaining unit.
 - c.) A unit member's "job entry date" will not change at the time of implementation of HECCP.
- 2. a. Within thirty (30) days of the execution of this Agreement, the University shall establish a seniority list by department and job classification and job status (e.g. full-time regular or part-time regular), with the unit member with the greatest seniority listed first. The seniority list shall be brought up to date every six (6) months, as of April 1 and October 1 and shall be posted by April 30 and October 31.
 - b. Such seniority list(s) shall be posted on the campus human resources website.
 - c. Any objections to the seniority list, as posted, must be reported to the Office of Human Resources within thirty (30) days from the date posted or the list shall stand accepted. Any unresolved objection made in accordance with the foregoing procedure shall be subject to the grievance procedure described in Article 10, Grievance Procedure, commencing at Step 3 thereof.
- B. 1. Layoff shall mean the discontinuance of University employment of a unit member for bona fide financial or program reasons. For purposes of this Article, a unit member with a work year of less than twelve (12) months shall not be considered to be laid off during the months which are not included within the unit member's work year.
- 2. In the event of a need for a layoff within any classification in the unit, unit members within that classification in the department or area affected will be laid off according to seniority if all other qualifications are substantially equal. If seniority is not followed, it shall be the responsibility of the University to demonstrate that a substantial difference in qualifications exists. In any event, affected unit members shall receive at least six (6) weeks notice of layoff, not including annual leave or compensatory time. In addition, unit members with six (6) months or more of continuous service shall receive the following additional weeks of severance pay after active employment ceases based on their length of service:

Continuous Years of Service	Weeks of Severance Pay
Less than 2 years	2 weeks
3-9 years of service	4 weeks
10-14 years of service	6 weeks
15+ years of service	8 weeks

3. Soft money unit members whose employment ceases as a result of discontinuation of funding shall receive the following amounts of economic assistance, distributed on a first-come, first-served basis:

5 through 10 years of service	2 week salary
10 years or more	3 week salary

Effective with the execution of this agreement, this economic assistance pay shall be funded up to the amount of \$45,000, which shall be the University's total liability under this section for the term of the agreement.

This section is not applicable to any unit member whose appointment is the result of soft-money funding.

4. In the event there is a posted vacancy at his / her campus, an employee who is to be laid off and who is in the same classification as the posted vacancy shall be placed in the vacancy, provided that the employee has the necessary skills and ability and at least two years of continuous University service. If the employee is deemed to have the necessary skills and ability and elects not to take the vacancy, the employee shall maintain his / her displacement rights described in Section B.4.
5. An employee who is to be laid off may displace a unit member of equal job status (e.g. full-time regular or part-time regular) at his or her campus in any classification in the unit in which the unit member to be laid off has previously served satisfactorily, or in any lower paid classification within the job progression in which the employee's classification may be listed in Appendix E, provided the unit member to be laid off:
- a. has provided notice within five (5) business days that he / she will exercise his / her displacement rights.
 - b. has the necessary skills and ability and has completed at least three (3) years of continuous service at the campus; or
 - c. has at least two (2) years but less than three (3) years of continuous service at the campus, and demonstrates that he or she is more qualified than the person, to be displaced;
 - d. provided further, however, that in either event the displaced person shall have the lowest seniority in his or her classification.
 - e. If a unit member is determined not to have the necessary skills and abilities to exercise displacement rights, the University will notify a designated campus Association representative on the same day that the employee is notified.
 - f. Unit members whose positions became part of University Services shall have rights as outlined in Appendix I.
6. For unit members employed in the Cooperative Extension, the displacement procedures shall be as follows:
- a. Any unit member being laid off whose office or work location is located within Penobscot County shall exercise his or her displacement rights within Penobscot County in accordance with the displacement procedures described in Article 22, Section B.4 of the Agreement.

- b. Any unit member being laid off whose office or work location is located outside of Penobscot County shall exercise his or her displacement rights within his or her office or work location in accordance with the displacement procedures described in Article 22, Section B.4 of the Agreement. If the unit member to be laid off is the least senior in the classification within the office or at the work location located outside Penobscot County, the unit member may exercise displacement rights if any, within Penobscot County in accordance with the procedures described in Article 22, Section B.4 of the Agreement.
 7. The selection and displacement procedure described in paragraphs B.2 and 4 above shall not apply in the event of the cessation of employment of a unit member whose appointment is the result of soft-money funding, where such cessation is due to discontinuance of funding from the granting agency. No unit member whose appointment is the result of soft money funding shall be displaced by any other unit member exercising displacement rights in Article 22, Section B.4.
 8. If a position held by a unit member is eliminated for financial reasons and replaced by a position assigned to a lower wage grade and the unit member is demoted into the new position, the unit member may exercise the rights to be placed in a vacancy or to displace another unit member as described in Sections B.3 and B.4.
 9. Following implementation of HECCP, unit member displacement rights for purposes of Article 22 will include the ability to displace employees in the unit member's current assigned classification and in classifications in which the unit member has previously served satisfactorily. For unit members as of the date of implementation, such previous classifications will be interpreted to include the functional equivalent in the HECCP. For example, a unit member who was an Administrative Assistant prior to HECCP implementation will be eligible to displace unit members in the Administrative Specialist classification, career level 1. [Appendix E will be revised to include career level progressions in HECCP and will continue to list current career progressions to document historical progressions for displacement purposes.]
- C. Full-time regular and eligible part-time regular unit members who have been laid off shall be eligible to participate at their cost in University group life and health insurance for one (1) year following the effective date of layoff.
- D. Full-time regular unit members who are participants in the non-contributory retirement plan will maintain their membership in the plan for one (1) year following the effective date of layoff, although no additional benefits will be accrued.
- E. 1. For two (2) years following the effective date of layoff, a unit member who has been laid off who indicates a desire to be placed on a recall list and who is not otherwise employed in an equivalent University position shall be sent campus position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of his/her current address.
2. Upon application therefore persons on the recall list will be considered to be internal applicants with respect to such vacancies as are described in Article 23, Section B, except that unit members shall be directly recalled to the same position from which they were laid off if it becomes available.
3. A unit member who is reemployed in the same position or an equivalent position within two (2) years of the effective date of layoff shall be placed in the same wage grade and step obtained prior to the layoff. A unit member on recall will be invited to interview for a position in the same classification from layoff provided he/she possesses the requisite skills, abilities and qualifications for the posted position.
4. A unit member reemployed in a different position within two (2) years of the effective date of layoff shall be placed in the wage grade assigned to the position. Step placement shall be determined by the applicable promotion or non-disciplinary demotion provisions in Article 11.

5. Unit members reemployed within two (2) years of the effective date of layoff shall retain their seniority accumulated prior to the layoff.
- F. Unit members who desire to receive University life and health insurance and/or to be placed on a recall list in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of layoff. The University will inform unit members in writing prior to the effective date of the layoff of their eligibility to continue insurance coverage and to be placed on a recall list and the procedures to exercise either right.
- G. When a layoff is ordered, the University shall notify the Association and shall make available to the Association all relevant information upon request. The University shall notify a designated campus Association representative of any layoff on the same day that affected unit members are notified.
- H. For two (2) years following the effective date of layoff, a unit member who has been laid off and who is on a recall list shall be eligible for the employee tuition waiver benefit described in Article 26.

Article 23 - Position Vacancies

- A. Whenever a job opening occurs for a position within the clerical, office, laboratory and technical bargaining unit it may be filled by intra departmental promotion, at the discretion of the University. In the event that the University initially elects to limit applicants to regular employees who are employed within the department, all such eligible persons shall be notified of the existence of the opening and provided with an opportunity to apply therefore. If a selection to fill the job opening is made through the procedure described in this section, the most qualified applicant shall be selected. In the event that qualifications are substantially equal, the selection shall be based on seniority.
- B.
 1. After completion of the procedures described in Section A of this Article, any notice of any resulting job opening for a position included or leading to inclusion in the clerical, office, laboratory and technical unit shall be posted at the campus where the vacancy exists for five (5) business days prior to posting for external candidates. Such posting shall be accomplished by posting on a website and by either written notice (including e-mail) to each employee at the campus where the vacancy exists or by placing notices on bulletin boards designated by the University. The method(s) of posting, once chosen by a campus, shall be used consistently and shall not arbitrarily be discontinued. All internal applicants who meet the stated minimum qualifications shall be interviewed. In the event 10 or more internal applicants apply for a position; those who best meet the preferred qualifications shall be selected for an interview. Internal applicants shall be interviewed before external applicants, assuming internal applicants are available for interview within a reasonable amount of time. This provision is not applicable when a position is being filled by intra departmental promotion as described in A. above.
 2. The most qualified applicant shall be selected to fill such vacancies. In the event that qualifications are substantially equal, the selection shall be based on seniority.
 3. Disputes regarding decisions made under paragraph B.2 of this Article shall be subject to the grievance procedure as defined in Article 10 and shall be reviewed in accordance with the following provisions:
 - a. "Internal candidate" shall mean any regular ACSUM unit member at the campus at which the vacancy exists.
 - b. In the event that no internal candidate is selected, it shall be the responsibility of the University to demonstrate that the successful candidate was more qualified than the internal candidates. For the purposes of this provision, a temporary employee shall not be considered more qualified by virtue of experience, skills and knowledge attained while working as a temporary employee in the position to be filled. When a temporary employee is selected over an internal applicant. Upon request, the University shall demonstrate that the temporary employee had superior qualifications to the internal applicant prior to the employee filling the position on a temporary basis.

- c. If an internal candidate is selected and seniority is not followed, it shall be the responsibility of the University to demonstrate that the successful applicant was more qualified.
- C. A unit member who is selected for a job opening under the provisions of this Article shall have no right to apply for other job openings which may arise under this Article in the six (6) month period immediately following his or her selection. A unit member in the initial six (6) months of University employment in a unit position may not make application to other posted unit positions until after completion of the probationary period.

Article 24 - Out of Title Work

Whenever a unit member is continuously assigned for a period of at least one (1) work week by supervision to perform the duties of another classification at a higher wage grade, the unit member shall be compensated for the period of the assignment at the rate for the higher classification in accordance with Article 11, Section B.

Article 25 - On-Call and Call Back Pay

- A. Any unit member who is required by supervision to remain within a prescribed time or mileage radius, reachable by phone or pager for a specified period of time in a duty status, available and prepared to return to work immediately if contacted, will be paid at the straight time rate for all such on-call hours. Such hours will be considered as hours worked for the computation of overtime pay.
- B.
 - 1. Any full-time regular unit member called back to work by supervision without prior notice before or after his or her normal work day, or on days which are not included in his or her normal work schedule, shall be paid at the rate of one and one-half (1 1/2) time his or her regular hourly rate of pay for those hours worked outside the normal work schedule. Time will begin when the unit member leaves to return to work and end when the unit member returns home provided that reasonable travel time is claimed.
 - 2. There shall be a minimum of three (3) hours pay at this rate for such call back. If the call back period overlaps the normal work period, the pay rate and status will revert to straight time at commencement of the unit member's normal reporting time, but the three (3) hour guarantee mentioned above shall prevail in this event.
 - 3. When a unit member is called back to work pursuant to this Article, he or she shall be entitled to claim the three (3) hour guarantee only once for each call back.

Article 26 - Tuition Waiver

The University shall maintain a tuition waiver program. For the purpose of this article, the term "dependent" shall mean the spouse, domestic partner and /or dependent child. For required concurrent enrollment in a laboratory course, in connection with another separate course, which is covered by a tuition waiver; the tuition waiver shall be applicable to the laboratory course. The laboratory course shall not be counted as part of the 8 hours of total waiver and shall not constitute an additional course. Modular courses which may be construed to be a single course and are offered sequentially over a single semester will count as a single course not to exceed four (4) credit hours. The program will be based on space availability for unit members. When space is available, unit members may enroll in a course(s) on a tuition waiver basis. The Program is subject to the following requirements:

- A. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating unit members.
- B. Unit members and dependents must meet any course prerequisites.
- C. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment. However, unit members shall not be charged separately identified online instruction, admission, student health or student

activity fees for courses they enroll in under this program. Effective July 1, 2016 the unified fee shall be waived on all campuses for Unit members using tuition waiver benefits for themselves.

- D. Minimum enrollment requirements, established by any University as a necessary condition for offering a course, shall not count unit members toward the number of students required to guarantee the offering of such course. For Summer courses which are self-supporting, dependents who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment.
- E. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the University.
- F. Participation in the tuition waiver program by unit members and dependents will be as follows:
 - 1. Full-Time Regular Unit Member Tuition Waiver:
May take courses not to exceed a total of 8 credit hours per semester and in the summer.
 - 2. Part-Time Regular Unit Member Tuition Waiver:
Tuition waiver, not to exceed four (4) credit hours per semester and in the summer.
 - 3. Dependents of Full-Time Regular Unit Members:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System shall be eligible for a tuition waiver of 50%.
 - 4. Dependents of Part-Time Regular Unit Members:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.
 - 5. Dependent Tuition Waiver for Summer Courses:
Dependents of full-time unit members enrolled either full-time or part-time matriculated will receive a 50% tuition waiver and dependents of part-time unit members enrolled either full-time or matriculated part-time will receive a 25% tuition waiver for up to two summer courses, as long as the dependent was either a full-time or part-time matriculated student during the full previous academic-year within the University of Maine System.
 - 6. Dependent Tuition Waiver for Graduate Students:
Dependents of full-time regular unit members who are matriculated students shall be eligible for a waiver of 50% tuition for courses taken as part of an approved program of study for the degree. Dependents of part-time regular unit members who are matriculated students shall be eligible for a waiver of 25% tuition for courses taken as part of an approved program of study for the degree when space is available.
- G. In no event shall a tuition waiver exceed 50% tuition for a dependent of a full-time regular unit member or 25% tuition waiver for the dependent of a part-time regular unit member. Unit members and dependent waivers cannot be additive.
- H. Requests by a unit member to take a course during his or her normally scheduled work hours shall be subject to supervisory approval. Such requests shall not be unreasonably denied. In the event that approval is granted, the supervisor must make arrangements for the unit member to make up time which was missed from work unless the unit member is approved to take a leave without pay or annual leave for this purpose.
- I. This benefit shall not be applicable when a unit member is on an unpaid leave of absence of more than 90 days (except for military call-up), long-term disability or Worker's Compensation. In the event a unit member has begun a course and one of the above situations occurs, the unit member shall be permitted to maintain enrollment at no cost until the end of the semester.

- J. Any unit member or dependent eligible under the provisions of this Article, who receives a scholarship or work study funds from any source shall have the tuition waiver applied first and then the amount of the scholarship and/or work study funds.
- K. When a unit member is terminated through participation in the University's long-term disability program and has twenty (20) or more years of University service, or dies, or retires, or is laid off, the dependent of that unit member who is enrolled full-time or is a part-time matriculated student participating in a tuition waiver program at the time of the unit member's termination, death, retirement or lay-off shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student either maintains continuous full-time enrollment or part-time matriculation, until completion of the requirements for a degree.
- L. When a unit member is called to active military duty, his / her dependents shall be eligible to participate in the tuition waiver program described above.
- M. The dependent children of unit members who retire during the life of this Agreement and who have 20 years of University service shall be eligible to participate in the tuition waiver programs as described throughout above.
- N. For two years following the effective date of layoff, a unit member who has been laid off and who is on a recall list shall be eligible for the unit member tuition waiver benefit described above.
- O. The value of tuition waiver may be taxable income in some situations, in accordance with the rules and regulations of the Internal Revenue Service.

Article 27 - Use of Personal Vehicle

- A. Unit members who are authorized by the University to use their personal vehicles for assigned non-campus University business in accordance with University travel policy shall be reimbursed at the same rate as paid by the State of Maine. Reimbursement at this rate shall also be provided to unit members who are authorized by the University to use their personal vehicles for business travel at the University of Maine at Augusta between the Augusta and Bangor campus locations and at the University of Southern Maine between the Portland, Lewiston and Gorham campus locations, where in either event, use of available alternate transportation is not required by the University. If during the term of this Agreement, the official University mileage rate is increased above this rate, the new rate shall be implemented for unit members (See Appendix F regarding Administrative Practice Letter #26).
- B. For the life of this Agreement, unit members may receive reimbursement of an additional five (5) cents per mile if they use their personal vehicle to carpool for assigned non-campus University business with other employee(s). The unit member claiming the additional reimbursement shall be required to certify in writing the names of passenger(s).

Article 28 - Bargaining Unit Work

- A. The University agrees that it shall not utilize temporary or other non-unit employees in the performance of responsibilities being performed by unit members in order to undermine the bargaining unit.
- B. The University shall not utilize any temporary employees in a regular C.O.L.T. unit position for more than one (1) consecutive six (6) month interval. The University shall not utilize temporary employees to prevent regular C.O.L.T. unit positions from being filled on a permanent basis.
- C. The University on a quarterly basis shall provide the Association with an electronic data file of all temporary employees in titles that are also included within the C.O.L.T. unit who have worked in the current fiscal year. The data file shall include the following information:
 - First and Last Name
 - Campus
 - Department

Job Title
Hourly Rate
Full or Part-time
FTE
Hours worked to date in the current fiscal year
Start date

Article 29 - Non-Discrimination

The University and the Association agree not to discriminate with respect to wages, hours, and working conditions based on race, color, religion, national origin, sex, sexual orientation, including transgender status or gender expression, citizenship status, age, disability, genetic information, veterans status, membership or non-membership in the Association, or any other status protected by law.

Article 30 - Personal Work

No unit member shall be required by the University to perform personal services for his/her supervisor or for any other University employee. Personal services are defined as providing support for activities which are unrelated to the supervisor's or employee's University position.

Article 31 - Harassment

- A. 1. No unit member shall be subjected to sexual harassment by another University employee.
- 2. No unit member shall subject another member of the University community to sexual harassment.
- B. The University will not establish procedures for the handling of complaints by unit members of sexual harassment which are in conflict with any provision of this Agreement, without appropriate prior consultation and negotiation with the Association.
- C. The University and the Association agree that unit members should have a work environment, which is free of harassment and intimidation. Any unit member who believes there exists a hostile or intimidating work environment may file a grievance at Step 2 of the grievance procedure.

Article 32 - Checkoff and Maintenance of Membership

- A. All unit members who regularly work at least twelve (12) hours per week and are not members of the Association may elect membership in the Association. Any person employed by the University who becomes a unit member following the effective date of this Agreement, regularly works at least twelve (12) hours per week and is not a member of the Association may elect membership within thirty (30) days after becoming a unit member. Each such unit member shall provide the Association and the University written notification of his or her election. Except as otherwise provided in section B of this Article, unit members shall be bound by their election for the term of this Agreement. Failure to meet the obligation set forth in this paragraph shall not result in termination of a unit member. The responsibility for enforcing the obligation in this paragraph rests with the Association.
- B. Unit members who are members of the Association as of the effective date of the Agreement or who, thereafter, during its term, become members of the Association shall maintain their membership in the Association for the term of this Agreement; provided, however, that any such unit member may resign from membership in the Association during the period from August 15 to September 15 of a given year.
- C. The University agrees to deduct in biweekly installments the regular annual dues of the Association from the pay of those unit members who individually request in writing that such deductions be made. The amounts to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The University shall remit monthly the aggregate deductions, together with an itemized statement containing the names of the unit members from whom the deductions have been made and the amount so deducted from each one. The aforesaid

remittance shall be made by the 15th day of the month following the month in which such deductions have been made.

- D. The University shall not be responsible for making any deduction for dues or fees if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions. In such event, it will be the responsibility of the Association to collect the dues for that pay period directly from the unit member.
- E. The University's responsibility for deducting the above dues from a unit member's salary shall terminate automatically upon either: (1) cessation of the authorizing unit member's employment, or (2) the transfer or promotion of the authorizing unit member out of the bargaining unit.
- F. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph C.
- G. All employees in titles covered by this Agreement shall be informed in writing by the University at the time of hire of the existence of this Agreement and the obligation of unit members after entering the bargaining unit that they may join the Association and pay the membership dues.
- H. The Association shall indemnify, defend, and hold the University harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the University in complying with this Article or in reliance upon any notice, letter, or written authorization furnished to the University pursuant hereto. The Association assumes full and sole responsibility for all monies deducted pursuant to this Article upon remittance to the Association.

Article 33 - Safety and Health

- A. The University shall comply with applicable provisions of federal and state laws in respect to employment safety and health insofar as they pertain to the working conditions of unit members. Recognizing that some jobs are inherently dangerous, no unit member will be required to perform work which exposes the unit member or others to unusual risks or for which the unit member has not received appropriate safety training. Vehicles, machinery and other equipment provided by the University shall be mechanically safe.
- B. The University agrees to provide safety goggles, ear guards and/or helmets for use by unit members in any circumstances where the need for such equipment exists. Any unit member who has heretofore purchased marine survival garments for exclusive use in connection with his or her University employment shall be reimbursed for the cost of such purchase upon presentation of adequate documentation of the expense.
- C. The University will take reasonable steps to maintain temperatures between 65 and 95 degrees Fahrenheit in indoor office areas.

The parties recognize that a productive work environment requires reasonably comfortable temperature and humidity conditions in indoor work areas. When it is not possible to maintain reasonably comfortable working conditions, the University, upon a unit member's request, shall take reasonable steps, including but not limited to, reassigning unit members to alternate locations or providing frequent breaks during which time the unit member may go to a different location. Such actions will be taken with consideration of the health and comfort of the unit member, the University's need to provide services, and the nature of the work performed.

- D. The University shall inform unit members of any applicable existing or subsequently established written safety rules by posting such rules on appropriate bulletin boards or by individual notice to unit members where bulletin boards are not available.
- E. The University agrees to use the following guidelines for C.O.L.T. unit members assigned to perform work on Video Display Terminals.
 - 1. Pregnant V.D.T. Operators

Research has not shown any known radiation hazards from VDT's now being manufactured. However, for a pregnant VDT operator, who requests it, every effort shall be made to reassign her to other work or to another position not involving regular VDT use for the duration of her pregnancy. If reassignment is not possible, the unit member shall be eligible for an extended leave of absence as described in Article 18, sections B and C of this Agreement. Such a request shall not be unreasonably denied.

2. Workstation Design

When the operator is seated at a VDT, the workstation design should satisfy certain physical dimensions. The following dimensions are best for most people (adjustments may be needed for shorter or taller operators):

- a. view angle - 10-20 degrees below horizontal, top edge of screen no higher than eye level;
- b. viewing distance - 17 1/2 – 19 1/2 inches;
- c. keyboard height - 29-31 inches at home row keys;
- d. other important features include: detachable keyboard, adjustable chair, and adjustable table height. Screen tilt and document holder are also highly desirable. It is important that attention be given to the workstation to insure safe and comfortable conditions for the operator.

3. Lighting and Vision

VDT operation is visually demanding work. In order to reduce the likelihood of eyestrain, headaches, and associated problems, the following are recommended:

- a. Terminals should have adjustable brightness and contrast, and good copy/background color and contrast.
There should be no visible flicker of characters.
 - b. Proper lighting can be achieved by:
 - avoiding overly bright general illumination;
 - eliminating glare and reflections, by closing window shades or blinds, placing the VDT screen at right angles to windows and light fixtures, using diffused lighting systems;
 - avoiding large differences in brightness and contrast between written copy, the screen, and the surroundings (walls, desk-tops, etc.) Direct adjustable task lighting may be helpful.
 - c. Periods of non-VDT time shall be included in the daily work schedule by performing other duties to prevent potential eyestrain, muscle aches, and psychological distress.
4. The University and the Association agree to monitor VDT experience within and outside of the University and inform one another of any substantial changes in research or technology as they may occur.

F. Smoking Policy - The University may adopt policies relating to the regulation of smoking in the workplace by unit members. The Chief Administrative Officer or designee shall consult with a designated campus Association representative prior to implementation of a change in a campus-wide smoking policy. Such policies shall not conflict with state laws or regulations.

G. The University of Maine System urges all supervisors to use discretion and flexibility in responding to employee requests to participate in University sponsored wellness activities. UMS officials shall be sensitive to the variety of work schedules on a campus when planning wellness activities.

Each full-time Unit member may be granted up to thirteen (13) hours of release time each fiscal year to be used to attend, with supervisory approval, University sponsored wellness programs. Release time for this purpose does not carry forward from year to year.

- H. 1. The university shall provide appropriate procedures and security to protect the safety of unit members and of assets when unit members are assigned responsibilities such as transporting cash, checks, or credit card slips outside the unit member's assigned department, in accordance with university policy and administrative practices. The specific circumstances of the assignment will be considered in determining the appropriate procedures and security for a situation.
2. A unit member who believes the procedures and/or security in place are not appropriate to protect the safety of the unit member and assets may request a meeting with the supervisor and the person to who the supervisor reports to discuss the unit member's concerns. The unit member may be accompanied by an Association representative. The meeting shall be held within five (5) business days of the request by the unit member.

Article 34 - Parking Fees

Parking fees which are charged to unit members may be established or increased by the University, but the amount of such fees may not exceed the following amounts for each year of this Agreement: \$25.00

Article 35 – Probationary Period

- A. The term "probationary period" as used in this Article shall mean a period of continuous credited service an employee shall be required to serve prior to becoming eligible for the just cause provisions described in Article 6.A and D and the layoff provisions described in Article 22.B - F.
- B. All probationary employees shall serve an initial probationary period of six (6) months of continuous credited service, starting with the date of hire as a regular employee.
- C. The probationary period is an opportunity for the employee to learn the responsibilities of the position and an opportunity for the supervisor to assess the new employee's ability to perform the position in a satisfactory manner.
- D. During the initial six (6) months of employment (the probationary period), an employee may be terminated without just cause.
- E. Prior service as a temporary employee shall not count towards the completion of the probationary period.
- F. Any period of layoff, leave without pay or a period of time which is not included within the unit member's work year shall not be considered to be active work for the purposes of completion of the probationary period.

Article 36 - Classification Program

- A. In accordance with recommendations of the Joint Study Committee on a Revised Classification Program the University shall maintain an on-going, systematic program to review classifications on a periodic basis. Any changes in the Classification Program effecting wages, hours, and working conditions shall be negotiated with the Association. At the completion of each classification review, the University shall present the results to the Association for review and comment.
- B. The University and the Association shall continue the work of the Joint Labor Management Team (JLMT) for the Hourly Employees Classification and Compensation Program (HECCP). Three (3) unit members appointed by the Association shall receive release time to participate in the work of the JLMT.

Article 37 – Joint Labor Management Committee

- A. The University and the Association shall from time to time appoint Joint Labor Management Committees to work collaboratively to analyze issues and make recommendations to the parties. All such committees shall be established through a written agreement specifying the number of members and the charge to the committee. With the agreement of the parties a Joint Labor Management Committee may also include representatives of other bargaining units and/or non-represented employees. The following guidelines describe the functioning of such committees:
1. A joint committee shall normally be comprised of an equal number of representatives of each party.
 2. Unit members shall receive paid release time to attend committee meetings during working hours.
 3. Unit members receiving release time shall provide as much notice as possible to the supervisor prior to attending meetings during work hours. It is understood that a supervisor may in unusual circumstances notify the employee that release time cannot be granted for a specific date.
 4. Committees have no authority to engage in collective bargaining on behalf of the parties.
 5. Committees will ordinarily produce a joint committee report in response to the charge. Either party may also make reports and recommendations to their respective parties.
 6. Committees will ordinarily strive to achieve consensus recommendations, but may set other decision process rules and may report majority and minority recommendations or reports.
 7. The charge will indicate whether a committee is ad hoc or standing. Any committee whose charge continues from one contract period to another shall be referenced in the collective bargaining agreement.
 8. Travel and other expenses for each committee member are the responsibility of the party that the member represents.
- B. The Chancellor may from time to time establish task forces or working groups for System-wide discussion of important policy matters and appoint unit members or may invite the Association to recommend or name members of such groups. The following guidelines describe the functioning of such working groups:
1. When a unit member is appointed to a working group established by the Chancellor, the unit member shall receive release time to participate in the work of the group during working hours.
 2. Unit members receiving release time shall provide as much notice as possible to the supervisor prior to attending meetings during work hours. It is understood that a supervisor may in unusual circumstances notify the employee that release time cannot be granted for a specific date.
 3. Travel and other expenses for members of working groups established by the Chancellor shall be paid by the University.
 4. Other operating procedures for a work group shall be established by the Chancellor or the working group.
 5. For the 2019-2021 contract period, the Chancellor has appointed the Employee Health Plan Task Force.
- C. Joint Labor Management Committees may be established by agreement of the parties at any time during the term of this Agreement. The Chancellor may request participation of the Association in task forces or working groups during the term of this agreement.

Article 38 - No Strike or Lockout

The Board and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of law in this regard will not be violated. The Board agrees it will not lockout any or all unit members during the term of this Agreement. The Association agrees on behalf of itself and unit members that there shall be no strikes, slowdowns or interference with the normal operation of the University during the term of this Agreement.

Article 39 – Separability

- A. In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable law, such law(s) shall prevail and such provision of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the agreement which shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request by either party.

Article 40 - Conditions of Agreement

This is a tentative agreement and shall be of no force and effect unless and until both of the following occur:

- (1) The tentative agreement is approved by the Board of Trustees of the University of Maine System; and
- (2) The tentative agreement is ratified by the bargaining unit membership of the Associated C.O.L.T. Staff of the Universities of Maine MEA/NEA.

Article 41 – Duration

- A. The provisions of this Agreement shall be effective as of the date of its execution unless otherwise specified herein and shall continue in full force and effect until and including June 30, 2021.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.
- C. Either party may serve upon the other a notice at least sixty (60) days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed this 7th day of November, 2019 as indicated below.

For the University of Maine System :

For the Associated C.O.L.T. Staff of the
Universities of Maine, MEA/NEA:


Dannel P. Malloy, Chancellor


Althea Tibbetts, Chief Negotiator



APPENDIX A.1 - Hourly Employee Performance Review

Hourly Employee Performance Review

Employee Name and ID		Job Title	Department	Position Review Date
Assessment Period From	To	Date of Assessment Meeting	Supervisor	Type of Assessment <input type="checkbox"/> Probationary <input type="checkbox"/> Interim <input type="checkbox"/> Annual

PERFORMANCE RATING CATEGORIES

Outstanding*
Commendable
Effective
Needs Improvement**
Unsatisfactory**

Exceptional performance, exceeds all performance expectations for this factor, contributes significantly to organizational effectiveness and efficiency
 Performs beyond normal requirements and competence
 Fulfills the normal job requirements with some strong points
 Fails to meet one or more of the significant performance expectations for this factor, performance must improve to be acceptable
 Performance must improve substantially to be acceptable

* Ratings of Outstanding should be accompanied by a comment or example.
 ** Ratings of Need Improvement or Unsatisfactory require a comment or example, and develop of a Performance Improvement Plan (PIP) is recommended to help the employee achieve satisfactory performance. Information about developing a Performance Improvement Plan is available at your campus Human Resources office.

PERFORMANCE FACTORS	PERFORMANCE EXPECTATIONS: COMMENTS OR EXAMPLES (attached extra sheets if needed)	RATING
QUALITY OF WORK Competence, accuracy, neatness, thoroughness, safety		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
QUANTITY OF WORK Use of time, volume of work accomplished, ability to meet schedules, productivity		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
JOB KNOWLEDGE Degree of technical knowledge, understanding of job procedures, methods, use of tools and technology		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory

<p>WORKING RELATIONSHIPS Cooperation, dependability and ability to work with supervisor, co-workers, students and customers</p>	<p><input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory</p>
<p>SUPERVISORY SKILLS - Indicate whether employees supervised are regular, temporary and/or students Training and directing employees, delegating, evaluating employees, planning and organizing employees' work</p>	<p><input type="checkbox"/> Not Applicable <input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory</p>
<p>ORGANIZATION AND COMMUNICATION SKILLS Planning and organizing own work, problem solving, decision making, following directions, communication skills, judgment, adaptability to change</p>	<p><input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory</p>
<p>ATTENDANCE - Do not consider approved leaves.</p>	<p><input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory</p>

1. Specific Achievements

2. Performance Goals For The Past Year

Goals and Accomplishments	Were Goals Achieved?	Reason if Not Achieved

3. Performance Goals For The Next Year

Goals	Steps to Achieve Goals	Target Date

4. Training and Development Recommendations (may be directly related to the employee's current job or to help the employee develop skills for advancement)

--

Overall Assessment: The employee's overall job performance for the assessment period is Satisfactory Unsatisfactory
 If unsatisfactory is selected, please enclose documentation and a PIP (Performance Improvement Plan) or a PIP that is already in progress.

Supervisor's Name/Supervisor's Title	Signature
Date	

Supervisor's Comments? (optional)

Employee's Comments? (optional)	
For Employees: In what ways can your supervisor help in your job performance and/or career development?	

I have reviewed this performance review with my supervisor and have received a copy. I understand that a copy will be placed in my personnel file and that if I do not sign and return the review within seven (7) days, an unsigned copy will go in the personnel file. My signature does not necessarily indicate agreement with the assessment. I understand that I may attach a written response or comments to this assessment.

Employee's Name	Signature	Date
Department Head's Name/Title	Signature	Date

APPENDIX A.2 - Hourly Employee Self-Assessment

HOURLY EMPLOYEE SELF-ASSESSMENT

**(optional for represented employees, required for non-represented employees)
(Your opportunity to share your thoughts on your job performance)**

Employee Name and ID	Job Title	Department	Position Review Date
Assessment Period From To	Date of Assessment Meeting	Supervisor	Type of Assessment <input type="checkbox"/> Probationary <input type="checkbox"/> Interim <input type="checkbox"/> Annual

SPECIFIC ACHIEVEMENTS (Attach additional sheets if needed)

SPECIFIC CHALLENGES (Attach additional sheets if needed)

PERFORMANCE RATING CATEGORIES

- Outstanding** Exceptional performance
- Commendable** Performs beyond normal requirements and competence
- Effective** Fulfills the normal job requirements with some strong points
- Needs improvement** Fails to meet one or more of the significant performance expectations for this factor, performance must improve to be acceptable
- Unsatisfactory** Performance must improve substantially to be acceptable

 if you have Ratings of *Needs Improvement* or *Unsatisfactory*, please include suggestions for self- improvement, including training or development requests.

PERFORMANCE FACTORS	PERFORMANCE EXPECTATIONS: COMMENTS OR EXAMPLES (attached extra sheets if needed)	RATING
QUALITY OF WORK Competence, accuracy, neatness, thoroughness, safety		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
QUANTITY OF WORK Use of time, volume of work accomplished, ability to meet schedules, productivity		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
JOB KNOWLEDGE Degree of technical knowledge, understanding of job procedures, methods , use of tools and technology		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
WORKING RELATIONSHIPS Cooperation, dependability and ability to work with supervisor, co-workers, students and customers		<input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
SUPERVISORY SKILLS - Indicate whether employees supervised are regular, temporary and/or students Training and directing employees, delegating, evaluating employees, planning and organizing employees' work		<input type="checkbox"/> Not Applicable <input type="checkbox"/> Outstanding <input type="checkbox"/> Commendable <input type="checkbox"/> Effective <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory

PERFORMANCE GOALS FOR THE PAST YEAR: WHAT WERE THEY? WERE THEY ACHIEVED? WHY OR WHY NOT?

--

SUGGESTED PERFORMANCE GOALS FOR THE NEXT YEAR

--

TRAINING AND DEVELOPMENT RECOMMENDATIONS (May be directly related to your current job or to help you develop skills for advancement)

--

OVERALL JOB PERFORMANCE: Satisfactory Unsatisfactory

YOUR NAME

YOUR SIGNATURE

DATE

--	--	--

COMMENTS (May include suggestions for how your supervisor can help in your job performance and/or career development.)

--

APPENDIX A.3 - Hourly Employee performance Evaluation Instructions

UNIVERSITY OF MAINE SYSTEM HOURLY EMPLOYEE PERFORMANCE EVALUATION INSTRUCTIONS

WHAT IS PERFORMANCE EVALUATION?

- Performance evaluation is a formal, written assessment summarizing an employee's job performance for the current evaluation period and setting goals for the next evaluation period.
- An effective performance evaluation promotes on-going, two-way communication between supervisors and employees in order to:
 - provide feedback on accomplishments and areas in need of improvement;
 - establish mutually understood performance expectations/goals;
 - develop a plan for maintaining job performance at a satisfactory level or for improving performance;
 - deal with specific performance problems as they occur.
 - For tips, examples, and guidance on how to prepare for and conduct the performance evaluation, visit: <https://mycampus.maine.edu/group/mycampus/performance-management>

WHO COMPLETES THE PERFORMANCE EVALUATION?

- Each supervisor is responsible for evaluating each regular employee at least annually.
- Employees have an opportunity to participate in the performance evaluation process by completing an optional Employee Performance Pre-Evaluation Input form and participating in goal setting.

STEP-BY-STEP INSTRUCTIONS AND TIMELINE

STEP 1:

- 2-3 weeks before the performance evaluation meeting, the supervisor and employee schedule a time for the meeting.
- The supervisor gives the employee a copy of the Employee Performance Pre-Evaluation Input form and the employee's current job description.

STEP 2:

- During the 2-3 weeks before the evaluation meeting, the employee reviews the current job description.
- The employee may choose to complete the Employee Performance Pre-Evaluation Input form to record accomplishments, skills acquired during the year, etc. The employee may include some or all of this information in the Employee Comments section of the final Employee Performance Evaluation form.
- The employee gives the Pre-Evaluation Input form, if completed, to the supervisor.

STEP 3:

- Before the meeting, the supervisor reviews the Employee Performance Pre-Evaluation Input form (if provided by the employee) and drafts his/her own evaluation.
- The supervisor is encouraged to request input from others who assign work to the employee in order to give a full and fair evaluation (input should be gathered systematically).
- The supervisor should refer to the Employee Performance Criteria attached to the Employee Performance Evaluation form to guide the evaluation.
- To increase the value of this process, supervisors are required to give specific examples of the employee's performance in each category and are encouraged to comment on each performance criterion.

STEP 4:

- During the performance evaluation meeting, the supervisor and employee discuss the Employee Performance Pre-Evaluation Input form (if one was completed) and the draft Performance Evaluation form.
- The supervisor should begin by highlighting specific areas of strong performance, then point out specific areas where improvement is needed.
- The supervisor and employee review whether last year's goals were accomplished and then jointly discuss and document goals for the next year (Section 7). Goals should be specific, attainable within the time in which they are to be completed and appropriate to the employee's job classification (for tips on establishing appropriate goals, visit <https://mycampus.maine.edu/group/mycampus/performance-management-smart>)
- An employee may not agree with the goals set for his/her position but should understand that they will be used in the next evaluation.
- If the overall job performance rating is Unsatisfactory, enclose documentation and a Performance Improvement Plan (PIP) or a PIP presently in progress.

STEP 5:

- After the performance evaluation meeting, the supervisor finalizes the written evaluation, incorporating points discussed at the meeting.
- Supervisor and employee sign the Performance Evaluation form.
- The employee may attach a written response or comments.
- If a copy of the form is not signed by the employee and returned within seven (7) calendar days, an unsigned copy is placed in the employee's personnel file.
- The supervisor gives a copy of the Employee Performance Pre-Evaluation Input form (if any) and the final version of the Employee Performance Assessment to the employee and sends both forms to the supervisor's department or unit head for that administrator's signature.
- No alterations or comments may be made on the form after the employee and supervisor have signed it. The department or unit head sends the complete evaluation to the file custodian.

CONFIDENTIALITY

- Confidentiality of the performance evaluation is the shared responsibility of the supervisor, any reviewing administrator(s) and the file custodian. Ordinarily, the performance evaluation will be available only to the employee, his or her supervisor, appropriate administrators, a duly designated employee representative in accordance with the collective bargaining agreement, the file custodian, and/or a hiring supervisor/search committee for another university job for which the employee has applied.

IS A POSITION REVIEW NEEDED?

- If the job description for the employee's position does not provide a good fit for the employee's actual responsibilities, a position review may be needed to determine the appropriate classification.
- Either the supervisor or employee may contact Human Resources for information and to initiate a position review.

3/7/13

APPENDIX B - STEP 1 GRIEVANCE FORM



**UNIVERSITY OF MAINE SYSTEM
ACSUM
STEP 1 GRIEVANCE FORM**

Grievant _____ Date Filed: _____

CAMPUS: _____ ACSUM Grievance Representative: _____

Department: _____ Mailing Address: _____

Mailing Address: _____

Article(s) and Section(s) of Agreement violated: _____

Statement of grievance (including date of acts or omissions complained of):

Redress sought:

I will be represented in this grievance by (check one): _____ ACSUM _____ myself.

ACSUM grievance representative's signature: _____
(If ACSUM is representing the grievant, an ACSUM representative must sign here.)

This grievance was filed with the office of _____ on _____

By (check one): _____ mail or _____ personal delivery.

Signature of Grievant _____

Date Received: _____ By: _____ Grievance Number: _____

DISTRIBUTION:	ORIGINAL	1 st COPY	2 nd COPY
Step 1	Designated Administrator	Grievant	Campus Grievance Representative or ACSUM (Bangor)

APPENDIX C - GRIEVANCE DECISION REVIEW FORM



**UNIVERSITY OF MAINE SYSTEM
ACSUM
GRIEVANCE DECISION REVIEW FORM**

TO: _____ DATE: _____

I hereby request that a Step _____ review of the attached decision be made in connection with the attached grievance because:

I received the decision on _____ and filed this request for review at Step _____ with the Office of _____ on _____
by (check one: mail _____ or personal delivery _____)

ACSUM grievance representative's signature: _____

Name of Grievant

Signature of Grievant

Date Received: _____ By: _____ Grievance Number: _____

DISTRIBUTION:	ORIGINAL	1st COPY	2nd COPY
Step 2	Chief Administrative Officer or Designee	Campus Grievance File	Campus Grievance Person or ACSUM (Bangor)
Step 3	Chancellor or Designee	Campus Grievance File	ACSUM (Bangor)

APPENDIX D.1 - FY 2020 WAGE SCHEDULE

University of Maine System
FY2020 Wage Schedule - ACSUM
 Effective July 1, 2019 - December 31, 2019

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
A11	11.06	11.28	11.58	11.87	12.17	12.46	12.76	13.08	13.37	13.67	13.98	14.26	14.55	14.85	15.16	15.46
A12	11.12	11.44	11.78	12.11	12.43	12.76	13.11	13.43	13.76	14.08	14.42	14.75	15.08	15.41	15.75	16.06
A13	11.74	12.12	12.48	12.86	13.24	13.62	13.98	14.35	14.73	15.10	15.48	15.85	16.22	16.59	16.96	17.31
B21	13.00	13.43	13.84	14.26	14.68	15.09	15.51	15.92	16.34	16.75	17.18	17.59	18.00	18.42	18.83	19.21
B22	14.30	14.76	15.23	15.68	16.13	16.59	17.05	17.52	17.97	18.43	18.88	19.35	19.81	20.27	20.72	21.14
B23	15.58	16.08	16.58	17.09	17.59	18.09	18.59	19.10	19.59	20.09	20.59	21.09	21.60	22.09	22.59	23.04
B31	17.20	17.75	18.30	18.85	19.41	19.98	20.51	21.07	21.63	22.18	22.74	23.30	23.86	24.41	24.96	25.47
B32	19.12	19.72	20.33	20.93	21.54	22.15	22.76	23.38	23.98	24.58	25.19	25.79	26.42	27.02	27.63	28.18
C41	20.72	21.39	22.04	22.70	23.38	24.03	24.68	25.36	26.02	26.67	27.33	28.01	28.66	29.32	29.97	30.57

University of Maine System
FY2020 Wage Schedule - ACSUM
 Effective January 1, 2020 - June 30, 2020

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
A11	12.00	12.00	12.00	12.00	12.17	12.46	12.76	13.08	13.37	13.67	13.96	14.26	14.55	14.85	15.16	15.46
A12	12.00	12.00	12.00	12.11	12.43	12.76	13.11	13.43	13.76	14.08	14.42	14.75	15.08	15.41	15.75	16.06
A13	12.00	12.12	12.48	12.86	13.24	13.62	13.98	14.35	14.73	15.10	15.48	15.85	16.22	16.59	16.96	17.31
B21	13.00	13.43	13.84	14.26	14.68	15.09	15.51	15.92	16.34	16.75	17.18	17.59	18.00	18.42	18.83	19.21
B22	14.30	14.76	15.23	15.68	16.13	16.59	17.05	17.52	17.97	18.43	18.88	19.35	19.81	20.27	20.72	21.14
B23	15.58	16.08	16.58	17.09	17.59	18.09	18.59	19.10	19.59	20.09	20.59	21.09	21.60	22.09	22.59	23.04
B31	17.20	17.75	18.30	18.85	19.41	19.98	20.51	21.07	21.63	22.18	22.74	23.30	23.86	24.41	24.96	25.47
B32	19.12	19.72	20.33	20.93	21.54	22.15	22.76	23.38	23.98	24.58	25.19	25.79	26.42	27.02	27.63	28.18
C41	20.72	21.39	22.04	22.70	23.38	24.03	24.68	25.36	26.02	26.67	27.33	28.01	28.66	29.32	29.97	30.57

APPENDIX D.2 - FY 2021 WAGE SCHEDULE

University of Maine System
 FY2021 Wage Schedule - ACSUM
 Effective July 1, 2020 - June 30, 2021

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
A11	12.50	12.75	13.01	13.25	13.50	13.76	14.01	14.26	14.52	14.76	15.01	15.27	15.51	15.75	15.98	16.22
A12	12.63	12.88	13.13	13.38	13.63	13.88	14.13	14.38	14.62	14.87	15.13	15.38	15.63	15.88	16.12	16.36
A13	12.81	13.09	13.38	13.67	13.98	14.28	14.60	14.92	15.25	15.58	15.92	16.27	16.63	16.97	17.30	17.65
B21	13.43	13.84	14.25	14.67	15.09	15.50	15.92	16.33	16.75	17.16	17.59	18.00	18.41	18.83	19.24	19.62
B22	14.72	15.17	15.64	16.09	16.54	17.00	17.46	17.93	18.38	18.84	19.29	19.76	20.22	20.68	21.13	21.55
B23	15.99	16.49	16.99	17.50	18.00	18.50	19.00	19.51	20.00	20.50	21.00	21.50	22.01	22.50	23.00	23.45
B31	17.60	18.16	18.71	19.26	19.82	20.37	20.92	21.48	22.04	22.59	23.15	23.71	24.27	24.82	25.37	25.87
B32	19.53	20.13	20.74	21.34	21.95	22.56	23.17	23.79	24.39	24.99	25.6	26.2	26.83	27.43	28.04	28.59
C41	21.13	21.8	22.45	23.11	23.79	24.44	25.09	25.77	26.43	27.08	27.74	28.42	29.07	29.73	30.38	30.98

APPENDIX E - HECCP Career Level Progressions

HECCP Career Level Progressions

Academic Records Specialist – C1
Academic Records Specialist - CL2

Accounting Support Technician – C1
Accounting Support Technician - CL2
Accounting Support Technician - CL3

Administrative Clerk
Administrative Specialist - C1
Administrative Specialist - CL2
Administrative Specialist - CL3

Child Care Assistant

Community Education Assistant – C1
Community Education Assistant - CL2

Data Management Technician – C1
Data Management Technician - CL2

Farm Operations Technician – C1
Farm Operations Technician - CL2

Financial Aid Specialist – C1
Financial Aid Specialist - CL2

IT Specialist – C1
IT Specialist - CL2
IT Specialist - CL3

Inventory Control Clerk
Inventory Control Technician – C1
Inventory Control Technician - CL2

Library Specialist – C1
Library Specialist - CL2
Library Specialist - CL3

Mail Services Assistant – C1
Mail Services Assistant - CL2

Media Services Technician – C1
Media Services Technician - CL2

Purchasing Technician – C1
Purchasing Technician - CL2

Retail Services Assistant – C1
Retail Services Assistant - CL2

Scientific Research Assistant
Scientific Research Specialist – C1
Scientific Research Specialist - CL2

APPENDIX F - Memorandum of Understanding (APL #26)

Memorandum of Understanding

AGREEMENT made by, between and among the University of Maine System, an institution of higher education with principal offices at Bangor, Maine (hereinafter "University") and the Universities of Maine Professional Staff Association of the University of Maine, MEA/NEA, an employee organization with a place of business at Bangor, Maine (hereinafter "Association"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the University and the Association hereby agree as follows:

Pursuant to discussions between the parties regarding employee travel reimbursement, the following agreement has been reached by the parties:

1. Employees in bargaining units covered by this Agreement shall normally be reimbursed for travel based upon the actual expenses incurred. Such actual expenses shall include, but not be limited to, both meals and lodging.
2. Employees may, prior to the start of travel, request to be reimbursed for expenses incurred on a per diem basis for meals and / or lodging. Such requests shall, except in extraordinary circumstances, be approved by the administration.
3. In those instances where employees are reimbursed on a per diem basis, there will be one rate for meals and one rate for lodging. This rate will be the same as the Federal Standard per diem for the entire continental United States at the time of travel (CONUS Rate) unless the University, at its discretion, approves a higher per diem rate.

It is hereby affirmed that these represent the agreements reached by the parties in their discussions. No other agreements, promises or inducements are made or implied. These agreements represent the totality of the understandings reached.

These agreements will be incorporated into Administrative Practice Letter #26 which shall be reissued with a new effective date upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: 2-24-03

By: Frank C. Garry
University of Maine System

Dated: 3-03-03

By: Loraine Lowell
ACSUM, MEA / NEA

APPENDIX G - APPD-EHPTF Plan Design Recommendations

Health Program	Plan Design Effective 2/1/2014		
Base Health Plan	Provision	POS - In Network	CompCare
	Inpatient Hospital Deductible	Meet or exceed UMS Quality and Cost criteria = \$0	Meet or exceed UMS Quality and Cost criteria = no change
		Below UMS Quality and Cost criteria = \$100 IP Deductible	Below UMS Quality and Cost criteria = additional \$100 IP Deductible
	Non-Wellness PCP Visit Co-pay/Coinsurance	Meet or exceed UMS Quality criteria = \$10	UMS Cost & Quality design criteria = Subject to Current deductibles then 15%
		Below UMS Quality criteria = \$20	Below UMS Quality criteria = Subject to Current deductibles then 20%
	Specialist Co-pay	Meet or exceed UMS Quality criteria = \$20	Meet or exceed UMS Quality criteria = no change
		Below UMS Quality criteria = \$25	Below UMS Quality criteria = Subject to Current deductibles then 75%
	Selection of PCP Required	Yes	Yes (no referrals required)
	Urgent Care Facility	\$25	\$25
	Emergency Room Visit (if not admitted)	\$100	Additional \$100 deductible per visit
Prescription Drugs	Co-pays	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40
	Step Therapy	Yes (existing therapies grandfathered)	Yes (existing therapies grandfathered)
Health & Wellness	Participation Incentive - Phase I Biometric Screening Wellness Points Health Assessment	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium Total Cholesterol (TC) HDL TC/HDL Ratio Triglycerides Glucose Blood Pressure Weight Height umsriseup.maine.edu umsriseup.maine.edu	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium

*UMS current methodology for Tiering can be found on the UMS Benefits webpage at: <http://www.maine.edu/system/hr/medicalqlp.php>. Current UMS criteria may change as UMS refines the criteria in conjunction with the Maine Health Management Coalition and the Employee Health Plan Task Force (EHPTF).

APPENDIX H - HECCP Position Review/Reclass Request Form

**UNIVERSITY OF MAINE SYSTEM
HECCP POSITION REVIEW/RECLASS REQUEST FORM**

Instructions: The information on this questionnaire will be used to review your current job responsibilities. It will also be used to conduct interviews with both yourself and your supervisor if needed. The answers in Parts I and II will be combined with the interview results as a basis for the position review decision.

Employees: Please complete Part I and then give the form to your supervisor.

Supervisors: Please review the answers in Part I, complete Part II, and forward the entire document to your campus Human Resources Office within the required timeframe. Please retain a copy for your records.

PART I – EMPLOYEE QUESTIONNAIRE

Employee Information

Name _____
Department _____
Supervisor's Name _____
Current:
 Job Family _____
 Classification _____
 CL (If any) _____
Phone _____ **E-Mail** _____

I request a position review of my current **Job Family** _____
(You may indicate any or all for review) **Classification** _____
Career Level _____

REASON FOR REQUEST

Please summarize, in general, major duties currently performed that exceed those in your current classification and or career level. You will be asked for more details on these later in this questionnaire.

A. YOUR DUTIES AND RESPONSIBILITIES:

Please describe the various duties or responsibilities of your job and the approximate amount of time you spend on each. List all duties. Describe each task succinctly. You may wish to refer to the Class Responsibilities/essential Duties as outlined in the HECCP Classification Specifications found at http://www.maine.edu/system/hr/heccp_job_class_specs.php. Estimate the frequency at which you perform each task and the percentage of your total workload it represents. Refer to the conversion chart below to compute percentages. Indicate whether you regularly make final decision with regard to this task. Make sure that your total percentage is not more than 100%.

Conversion table for average amount of time spent performing major duties:

% of Time	Daily	Weekly	Monthly	Quarterly	Annually
5%	.50 Hour	2 Hours	1 Day	3 Days	2.5 Weeks
10%	1 Hour	4 Hours	2 Days	6 Days	5 Weeks
15%	1.2 Hours	6 Hours	3 Days	9 Days	8 Weeks
20%	1.6 Hours	8 Hours	4 Days	12 Days	10 Weeks
25%	2 Hours	10 Hours	5 Days	15 Days	13 Weeks
30%	2.4 Hours	12 Hours	6 Days	18 Days	15.5 Weeks
35%	2.8 Hours	14 Hours	7 Days	21 Days	18 Weeks
40%	3.2 Hours	16 Hours	8 Days	24 Days	21 Weeks
45%	3.6 Hours	18 Hours	9 Days	27 Days	23 Weeks
50%	4 Hours	20 Hours	10 Days	30 Days	26 Weeks

Attach any additional information which may clarify these duties.

DUTIES	FREQUENCY/ TIME SPENT	% TOTAL WORKLOAD	FINAL DECISION?
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____

7				
8				
9				
10				

Please explain how your work is assigned and checked (who assigns and checks your work; how often do you get assignments; how specific are instructions; how much of your work is checked and how often.)

B. THE DECISIONS YOU MAKE

Please list and briefly describe the types of important decisions and judgments you make regularly in the performance of your duties. Include information about what your decisions commit the university to doing.

Shared decisions:

Independent decisions:

Please describe an example of how an error in your independent decision making could adversely affect your department/students/the University, etc.

Please describe the type of problem solving you may be called upon to perform in your job.

Please describe an example of how an error in your problem solving could adversely affect your department/students/the University, etc.

C. YOUR INTERNAL AND EXTERNAL CONTACTS

If your work involves contact with people outside your department or outside the University, please describe these contacts (whom they are with, what their purpose is, and how frequently they occur.)

D. SUPERVISION

If you do not supervise others check this box.

If you do supervise the work of others, please complete the following table by placing a check in the box next to the supervisory task that you perform for a particular category of worker:

	<i>Regular Employees</i>	<i>Temporary Employees</i>	<i>Student Workers</i>
Plan and assign work			
Check work			
Train			
Conduct and sign performance reviews			
Hire			
Participate in or make recommendations about:			
Hiring	_____	_____	_____
Discipline	_____	_____	_____
Promotion	_____	_____	_____
Performance review	_____	_____	_____

Are there any other points or comments that you would like considered?

Employee Signature _____

Date _____

Date submitted to supervisor _____

PART II – SUPERVISOR/DEPARTMENT HEAD INPUT:

The supervisor and department head must submit their input within 10 working days of receipt of employee request. The supervisor and department head should respond in writing to the request in the space below.

Please describe below your agreement or disagreement with the employee's request and accompanying information.

Supervisor Signature _____ **Date** _____

Department Head or next level administrator: Please indicate whether you agree and your reason:

I ____ agree/ ____ disagree with the supervisor's comments. Reason (if disagree):

Department Head Signature _____ **Date** _____

The supervisor and department head should inform the employee of their input. A copy of completed form should be given to employee, the appropriate Chief Officer and VP, and forwarded promptly to the Campus Human Resources office.

Date sent to HR _____

PART III – CAMPUS HR DECISION:

Notes and findings:

Campus HR Signature _____ **Date** _____

Notification of decision provided to Employee and Supervisor: Date _____

APPENDIX I – Memorandum of Understanding (Article 22)

Memorandum of Understanding

Agreement made by, between and among the University of Maine System, an institution of higher education with principal offices in Bangor, Maine (hereinafter "University"), the Associated C.O.L.T Staff of the University of Maine System, MEA/NEA an employee organization with a place of business at Bangor Maine (hereinafter "Association"). The University and Association hereby agree as follows:

1. The collective bargaining agreement between the University and Association is amended as described below. In any instance where there may be a conflict between the provisions of this Agreement and the collective bargaining agreement, especially Articles 9.A.2 and 22.B.5, this Agreement shall be controlling.
2. The Association and the University agree that for Unit members whose positions become part of University Services the following shall apply:
 - a. These Unit members shall retain the seniority they had earned immediately prior to their position becoming part of University Services.
 - b. For purposes of applying the provisions of Articles 9.A.2 and 22.B.5, these unit members will be considered to be from the campus at which their position was located immediately prior to becoming part of University Services. This does not impact any other rights these unit members may have as University Services employees under the collective bargaining agreement covering the COLT unit.

In WITNESS WHEREOF, the parties hereto have executed this Agreement.

 for ACSUM

 for UMS

APPENDIX J – Performance Improvement Plan Form

Work Performance Improvement Plan

Employee Name:
Supervisor:

Date:
Department:

A Performance Improvement Plan (PIP) may be an appropriate tool for the management of employee job performance when documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. A PIP shall occur following an unsatisfactory evaluation or at any other time where documented performance concerns exist and said concerns have been the subject of ongoing discussions between the employee and their supervisor. No PIP shall be required for regular employees where cause exists for termination of employment and no PIP shall be required for probationary unit members. Any PIP used in the performance management of ACSUM unit members shall be accompanied by documentation or evidence of unsatisfactory performance and shall be drafted with an opportunity for input of the affected employee. PIPs shall be documented on the PIP form and shall meet the following criteria:

1. All performance deficits will be clear, specific, and supported by evidence.
2. Goals shall be specific, objective, and measurable.
3. Where and when applicable and appropriate a statement of the assistance to be provided by the supervisor and/or others shall be connected to each objective.
4. A timeline for the evaluation and completion of the PIP. PIPs shall be for no longer than 90 days. However, this does not preclude subsequent PIPs.

In the instance where a PIP is completed in a satisfactory fashion the PIP shall be clearly marked as having been completed satisfactorily. A satisfactorily completed PIP shall be removed from the employee's file 18 months after satisfactory completion, unless there are repeated performance concerns within those 18 months.

The following describes areas of concern and or substandard unacceptable work performance: Please provide a narrative summary of concerns here.

Work Performance Improvement Plan

Performance area to be improved				
Action to be taken for improvement				
Supervisor's role in helping employee improve performance				
Date for performance feedback				
Expected results				
Date by which improvement is expected				

I understand that my failure to improve my work performance to the acceptable standard described above may result in additional work performance improvement plans and or disciplinary action, up to and including dismissal.

Employee: _____

Additional steps, I as a supervisor, will take to support the employee in achieving these expectations:

Supervisor: _____

Cc: Personnel File
Human Resources



Appendix A.1

Hourly Employee Performance Review

Employee Name and ID		Job Title	Department	Position Review Date
Assessment Period From	To	Date of Assessment Meeting	Supervisor	Type of Assessment Probationary Annual Interim

PERFORMANCE RATING CATEGORIES

- Outstanding***
Exceptional performance, exceeds all performance expectations for this factor, contributes significantly to organizational effectiveness and efficiency
- Commendable Effective**
Performs beyond normal requirements and competence
- Needs Improvement****
Fulfills the normal job requirements with some strong points
- Unsatisfactory****
Fails to meet one or more of the significant performance expectations for this factor, performance must improve to be acceptable

* Ratings of Outstanding should be accompanied by a comment or example.
 ** Ratings of Need Improvement or Unsatisfactory require a comment or example, and development of a Performance Improvement Plan (PIP) is recommended to help the employee achieve satisfactory performance. Information about developing a Performance Improvement Plan is available at your campus Human Resources office.

PERFORMANCE FACTORS	PERFORMANCE EXPECTATIONS: COMMENTS OR EXAMPLES (attached extra sheets if needed)	RATING
QUALITY OF WORK Competence, accuracy, neatness, thoroughness, safety		Outstanding Commendable Effective Needs Improvement Unsatisfactory
QUANTITY OF WORK Use of time, volume of work accomplished, ability to meet schedules, productivity		Outstanding Commendable Effective Needs Improvement Unsatisfactory
JOB KNOWLEDGE Degree of technical knowledge, understanding of job procedures, methods, use of tools and technology		Outstanding Commendable Effective Needs Improvement Unsatisfactory

Appendix A.1

<p>WORKING RELATIONSHIPS Cooperation, dependability and ability to work with supervisor, co-workers, students and customers</p>	<p>Outstanding Commendable Effective Needs Improvement Unsatisfactory</p>
<p>SUPERVISORY SKILLS - Indicate whether employees supervised are regular, temporary and/or students Training and directing employees, delegating, evaluating employees, planning and organizing employees' work</p>	<p>Not Applicable Outstanding Commendable Effective Needs Improvement Unsatisfactory</p>
<p>ORGANIZATION AND COMMUNICATION SKILLS Planning and organizing own work, problem solving, decision making, following directions, communication skills, judgment, adaptability to change</p>	<p>Outstanding Commendable Effective Needs Improvement Unsatisfactory</p>
<p>ATTENDANCE - Do not consider approved leaves.</p>	<p>Outstanding Commendable Effective Needs Improvement Unsatisfactory</p>

1. Specific Achievements

**2. Performance Goals For The Past Year
Goals and Accomplishments**

Reason if Not Achieved.



Appendix A.1

3. Performance Goals For The Next Year

Goals	Steps to Achieve Goals	Target Date

4. Training and Development Recommendations (may be directly related to the employee's current job or to help the employee develop skills for advancement)

Overall Assessment: The employee's overall job performance for the assessment period is Satisfactory Unsatisfactory
 if unsatisfactory is selected, please enclose documentation and a PIP (Performance Improvement Plan) or a PIP that is already in progress.

Supervisor's Name/Supervisor's Title	Signature	Date
--------------------------------------	-----------	------

<p>For Employees: In what ways can your supervisor help in your job performance and/or career development?</p>

I have reviewed this performance review with my supervisor and have received a copy. I understand that a copy will be placed in my personnel file and that if I do not sign and return the review within seven (7) days, an unsigned copy will go in the personnel file. My signature does not necessarily indicate agreement with the assessment. I understand that I may attach a written response or comments to this assessment.

Employee's Name	Signature	Date
Department Head's Name/Title	Signature	Date

OPTIONAL HOURLY EMPLOYEE SELF-ASSESSMENT

(Your opportunity to share your thoughts on your job performance)

Employee Name and ID	Job Title	Department	Position Review Date
Assessment Period From To	Date of Assessment Meeting	Supervisor	Type of Assessment Probationary Interim Annual

SPECIFIC ACHIEVEMENTS (Attach additional sheets if needed)

SPECIFIC CHALLENGES (Attach additional sheets if needed)

Appendix A.2

PERFORMANCE RATING CATEGORIES

- Outstanding Exceptional performance
- Commendable Performs beyond normal requirements and competence
- Effective Fulfills the normal job requirements with some strong points
- Needs Improvement Fails to meet one or more of the significant performance expectations for this factor, performance must improve to be acceptable
- Unsatisfactory Performance must improve substantially to be acceptable

⇔ If you have Ratings of *Needs Improvement* or *Unsatisfactory*, please include suggestions for self- improvement, including training or development requests.

PERFORMANCE FACTORS	PERFORMANCE EXPECTATIONS: COMMENTS OR EXAMPLES (attached extra sheets if needed)	RATING
QUALITY OF WORK Competence, accuracy, neatness, thoroughness, safety		Outstanding Commendable Effective Needs Improvement Unsatisfactory
QUANTITY OF WORK Use of time, volume of work accomplished, ability to meet schedules, productivity		Outstanding Commendable Effective Needs Improvement Unsatisfactory
JOB KNOWLEDGE Degree of technical knowledge, understanding of job procedures, methods, use of tools and technology		Outstanding Commendable Effective Needs Improvement Unsatisfactory
WORKING RELATIONSHIPS Cooperation, dependability and ability to work with supervisor, co-workers, students and customers		Outstanding Commendable Effective Needs Improvement Unsatisfactory
SUPERVISORY SKILLS - Indicate whether employees supervised are regular, temporary and/or students Training and directing employees, delegating, evaluating employees, planning and organizing employees' work		Not Applicable Outstanding Commendable Effective Needs Improvement Unsatisfactory

PERFORMANCE GOALS FOR THE PAST YEAR: WHAT WERE THEY? WERE THEY ACHIEVED? WHY OR WHY NOT?

SUGGESTED PERFORMANCE GOALS FOR THE NEXT YEAR

TRAINING AND DEVELOPMENT RECOMMENDATIONS (May be directly related to your current job or to help you develop skills for advancement)

OVERALL JOB PERFORMANCE: Satisfactory Unsatisfactory

YOUR NAME

YOUR SIGNATURE

DATE

COMMENTS (May include suggestions for how your supervisor can help in your job performance and/or career development.)

**UNIVERSITY OF MAINE SYSTEM
HOURLY EMPLOYEE PERFORMANCE EVALUATION
INSTRUCTIONS**

WHAT IS PERFORMANCE EVALUATION?

- Performance evaluation is a formal, written assessment summarizing an employee's job performance for the current evaluation period and setting goals for the next evaluation period.
- An effective performance evaluation promotes on-going, two-way communication between supervisors and employees in order to:
 - provide feedback on accomplishments and areas in need of improvement;
 - establish mutually understood performance expectations/goals;
 - develop a plan for maintaining job performance at a satisfactory level or for improving performance;
 - deal with specific performance problems as they occur.
- For tips, examples, and guidance on how to prepare for and conduct the performance evaluation, visit: www.maine.edu/system/hr/perman.php.

WHO COMPLETES THE PERFORMANCE EVALUATION?

- Each supervisor is responsible for evaluating each regular employee at least annually.
- Employees have an opportunity to participate in the performance evaluation process by completing an optional *Employee Performance Pre-Evaluation Input* form and participating in goal setting.

STEP-BY-STEP INSTRUCTIONS AND TIMELINE

STEP 1:

- 2-3 weeks before the performance evaluation meeting, the supervisor and employee schedule a time for the meeting.
- The supervisor gives the employee a copy of the *Employee Performance Pre-Evaluation Input* form and the employee's current job description.

STEP 2:

- During the 2-3 weeks before the evaluation meeting, the employee reviews the current job description.
- The employee may choose to complete the *Employee Performance Pre-Evaluation Input* form to record accomplishments, skills acquired during the year, etc. The employee may include some or all of this information in the Employee Comments section of the final *Employee Performance Evaluation* form.
- The employee gives the *Pre-Evaluation Input* form to the supervisor

STEP 3:

- Before the meeting, the supervisor reviews the *Employee Performance Pre-Evaluation Input* form (if provided by the employee) and drafts his/her own evaluation.
- The supervisor is encouraged to request input from others who assign work to the employee in order to give a full and fair evaluation (input should be gathered systematically).
- The supervisor should refer to the *Employee Performance Criteria* attached to the *Employee Performance Evaluation* form to guide the evaluation.
- To increase the value of this process, supervisors are required to give specific examples of the employee's performance in each category and are encouraged to comment on each performance criterion.

STEP 4:

- During the performance evaluation meeting, the supervisor and employee discuss the *Employee Performance Pre-Evaluation Input* form (if one was completed) and the draft *Performance Evaluation* form.
- The supervisor should begin by highlighting specific areas of strong performance, then point out specific areas where improvement is needed.
- The supervisor and employee review whether last year's goals were accomplished and then jointly discuss and document goals for the next year (Section 7). Goals should be specific, attainable within the time in which they are to be completed, and appropriate to the employee's job classification (for tips on establishing appropriate goals, visit www.maine.edu/evetem/hr/pa_smart.php).
- An employee may not agree with the goals set for his/her position but should understand that they will be used in the next evaluation.
- If the overall job performance rating is Unsatisfactory, enclose documentation and a Performance Improvement Plan (PIP) or a PIP presently in progress.

STEP 5:

- After the performance evaluation meeting, the supervisor finalizes the written evaluation, incorporating points discussed at the meeting.
- Supervisor and employee sign the *Performance Evaluation* form.
- The employee may attach a written response or comments.
- If a copy of the form is not signed by the employee and returned within seven (7) calendar days, an unsigned copy is placed in the employee's personnel file.
- The supervisor gives a copy of the *Employee Performance Pre-Evaluation Input* form (if any) and the final version of the *Employee Performance Assessment* to the employee and sends both forms to the supervisor's department or unit head for that administrator's signature.
- No alterations or comments may be made on the form after the employee and supervisor have signed it. The department or unit head sends the complete evaluation to the file custodian.

CONFIDENTIALITY

- Confidentiality of the performance evaluation is the shared responsibility of the supervisor, any reviewing administrator(s) and the file custodian. Ordinarily, the performance evaluation will be available only to the employee, his or her supervisor, appropriate administrators, a duly designated employee representative in accordance with the collective bargaining agreement, the file custodian, and/or a hiring supervisor/search committee for another university job for which the employee has applied.

IS A POSITION REVIEW NEEDED?

- If the job description for the employee's position does not provide a good fit for the employee's actual responsibilities a position review may be needed to determine the appropriate classification.
- Either the supervisor or employee may contact Human Resources for information and to initiate a position review.



UNIVERSITY OF MAINE SYSTEM

ACSUM

STEP 1 GRIEVANCE FORM

Grievant: _____ Date: _____

CAMPUS: _____ ACSUM Grievance Representative: _____

Department: _____ Mailing Address: _____

Mailing Address: _____

Article(s) and Section(s) of Agreement violated: _____

Statement of grievance (including date of acts or omissions complained of):

Redress sought:

I will be represented in this grievance by: (check one)

ACSUM

Myself

ACSUM grievance representative's signature _____
(If ACSUM is representing the grievant, an ACSUM representative must sign here).

This grievance was filed with the office of _____ on _____

by (check on) _____ mail or _____ personal delivery
Signature of Grievant _____

Date Received: _____ By _____ Grievance Number _____

DISTRIBUTION

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2nd COPY

Step 1

Designated Administrator

Grievant

Campus Grievance Representative or ACSUM (Bangor)

APPENDIX C



UNIVERSITY OF MAINE SYSTEM
ACSUM
GRIEVANCE DECISION REVIEW FORM

TO: _____ DATE: _____

I hereby request that a Step ____ review of the attached decision be made in connection with the attached grievance because:

I received the decision on _____ and filed this request for review at Step _____ with the office of _____ on _____ by: (check one) mail or personal delivery
ACSUM grievance representative's signature _____
(if ACSUM is representing the grievant or if a Step 3 grievance, an ACSUM representative must sign.)

Name of Grievant

Signature of Grievant

Date Received _____ By _____ Grievance No. _____

DISTRIBUTION

ORIGINAL

1st COPY

2nd COPY

Step 2

Chief Administrative Officer or Designee

Campus Grievance File

Campus Grievance Representative or ACSUM

Step 3

Chancellor or Designee

Campus Grievance File

ACSUM

Appendix D.1
University of Maine System
FY2012 Wage Schedule - COLT
Effective July 3, 2011 - June 30, 2012

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A11	10.23	10.51	10.79	11.07	11.35	11.63	11.91	12.19	12.47	12.75	13.03	13.31	13.59	13.87	14.15
A12	10.36	10.67	10.98	11.29	11.60	11.91	12.22	12.53	12.84	13.15	13.46	13.77	14.08	14.39	14.70
A13	10.94	11.29	11.64	11.99	12.34	12.69	13.04	13.39	13.74	14.09	14.44	14.79	15.14	15.49	15.84
B21	12.13	12.52	12.91	13.30	13.69	14.08	14.47	14.86	15.25	15.64	16.03	16.42	16.81	17.20	17.59
B22	13.33	13.76	14.19	14.62	15.05	15.48	15.91	16.34	16.77	17.20	17.63	18.06	18.49	18.92	19.35
B23	14.52	14.99	15.46	15.93	16.40	16.87	17.34	17.81	18.28	18.75	19.22	19.69	20.16	20.63	21.10
B31	16.02	16.54	17.06	17.58	18.10	18.62	19.14	19.66	20.18	20.70	21.22	21.74	22.26	22.78	23.30
B32	17.81	18.38	18.95	19.52	20.09	20.66	21.23	21.80	22.37	22.94	23.51	24.08	24.65	25.22	25.79
C41	19.31	19.93	20.55	21.17	21.79	22.41	23.03	23.65	24.27	24.89	25.51	26.13	26.75	27.37	27.99

Appendix D.2
University of Maine System
FY2013 Wage Schedule - COLT *
Effective July 1, 2012 - June 30, 2013

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A11	10.29	10.57	10.85	11.13	11.41	11.69	11.97	12.25	12.53	12.81	13.09	13.37	13.65	13.93	14.21
A12	10.42	10.73	11.04	11.35	11.66	11.97	12.28	12.59	12.90	13.21	13.52	13.83	14.14	14.45	14.76
A13	11.01	11.36	11.71	12.06	12.41	12.76	13.11	13.46	13.81	14.16	14.51	14.86	15.21	15.56	15.91
B21	12.20	12.59	12.98	13.37	13.76	14.15	14.54	14.93	15.32	15.71	16.10	16.49	16.88	17.27	17.66
B22	13.41	13.84	14.27	14.70	15.13	15.56	15.99	16.42	16.85	17.28	17.71	18.14	18.57	19.00	19.43
B23	14.61	15.08	15.55	16.02	16.49	16.96	17.43	17.90	18.37	18.84	19.31	19.78	20.25	20.72	21.19
B31	16.12	16.64	17.16	17.68	18.20	18.72	19.24	19.76	20.28	20.80	21.32	21.84	22.36	22.88	23.40
B32	17.92	18.49	19.06	19.63	20.20	20.77	21.34	21.91	22.48	23.05	23.62	24.19	24.76	25.33	25.90
C41	19.43	20.05	20.67	21.29	21.91	22.53	23.15	23.77	24.39	25.01	25.63	26.25	26.87	27.49	28.11

*FY13 wage schedule DBM and hourly rates will continue until negotiated by both parties.

Appendix E
HECCP Career Level Progressions

Academic Records Specialist - CL1
Academic Records Specialist - CL2

Accounting Support Technician - CL1
Accounting Support Technician - CL2
Accounting Support Technician - CL3

Administrative Clerk
Administrative Specialist - CL1
Administrative Specialist - CL2
Administrative Specialist - CL3

Child Care Assistant

Community Education Assistant - CL1
Community Education Assistant - CL2

Data Management Technician - CL1
Data Management Technician - CL2

Farm Operations Technician - CL1
Farm Operations Technician - CL2

Financial Aid Specialist - CL1
Financial Aid Specialist - CL2

IT Specialist - CL1
IT Specialist - CL2
IT Specialist - CL3

Inventory Control Clerk
Inventory Control Technician - CL1
Inventory Control Technician - CL2

Library Specialist - CL1
Library Specialist - CL2
Library Specialist - CL3

Mail Services Assistant - CL1
Mail Services Assistant - CL2

Media Services Technician - CL1
Media Services Technician - CL2

Purchasing Technician - CL1
Purchasing Technician - CL2

Retail Services Assistant - CL1
Retail Services Assistant - CL2

Scientific Research Assistant
Scientific Research Specialist - CL1
Scientific Research Specialist - CL2

APPENDIX F

Memorandum of Understanding

AGREEMENT made by, between and among the University of Maine System, an institution of higher education with principal offices at Bangor, Maine (hereinafter "University") and the Associated C.O.L.T. Staff of the University of Maine System, MEA/NEA, an employee organization with a place of business at Bangor, Maine (hereinafter "Association"). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the University and the Association hereby agree as follows:

Pursuant to discussions between the parties regarding employee travel reimbursement, the following agreement has been reached by the parties:

1. Employees in bargaining units covered by this Agreement shall normally be reimbursed for travel based upon the actual expenses incurred. Such actual expenses shall include, but not be limited to, both meals and lodging.
2. Employees may, prior to the start of travel, request to be reimbursed for expenses incurred on a per diem basis for meals and / or lodging. Such requests shall, except in extraordinary circumstances, be approved by the administration.
3. In those instances where employees are reimbursed on a per diem basis, there will be one rate for meals and one rate for lodging. This rate will be the same as the Federal Standard per diem for the entire continental United States at the time of travel (CONUS Rate) unless the University, at its discretion, approves a higher per diem rate.

It is hereby affirmed that these represent the agreements reached by the parties in their discussions. No other agreements, promises or inducements are made or implied. These agreements represent the totality of the understandings reached.

These agreements will be incorporated into Administrative Practice Letter #26 which shall be reissued with a new effective date upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: 2-24-03

By: Frank C. Gerry
University of Maine System

Dated: 3-03-03

By: Loraine Lowell
ACSUM, MEA / NEA

Appendix G APPD-EHPTF Plan Design Recommendations

Health Program		Plan Design Effective 11/2/2012	
Base Health Plan	Provision	POS - In Network	Comp Care
	Inpatient Hospital Deductible	Meet or exceed UMS Quality and Cost criteria = \$0	Meet or exceed UMS Quality and Cost criteria = no change
		Below UMS Quality and Cost criteria = \$100 IP Deductible	Below UMS Quality and Cost criteria = additional \$100 IP Deductible
	Non-Wellness PCP Visit Co-pay/Coinsurance	Meet or exceed UMS Quality criteria = \$10	UMS Cost & Quality design criteria = Subject to Current deductibles then 15%
		Below UMS Quality criteria = \$20	Below UMS Quality criteria = Subject to Current deductibles then 20%
	Specialist Co-pay	Meet or exceed UMS Quality criteria = \$20	Meet or exceed UMS Quality criteria = no change
		Below UMS Quality criteria = \$25	Below UMS Quality criteria = Subject to Current deductibles then 75%
	Selection of PCP Required	Yes	Yes (no referrals required)
	Urgent Care Facility	\$25	\$25
	Emergency Room Visit (If not admitted)	\$100	Additional \$100 deductible per visit
Prescription Drugs	Co-pays	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40
	Step Therapy	Yes (existing therapies grandfathered)	Yes (existing therapies grandfathered)
Health & Wellness	Participation Incentive - Phase I	Premium based Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium	Premium based Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium

*UMS current methodology for Tiering can be found on the UMS Benefits web page at: <http://www.maine.edu/system/hr/medicalqip.php>. Current UMS criteria may change as UMS refines the criteria in conjunction with the Maine Health Management Coalition and the Employee Health Plan Task Force (EHPTF).

A. YOUR DUTIES AND RESPONSIBILITIES:

Please describe the various duties or responsibilities of your job and the approximate amount of time you spend on each. List all duties. Describe each task succinctly. You may wish to refer to the Class Responsibilities/essential Duties as outlined in the HECCP Classification Specifications found at http://www.maine.edu/system/hr/heccp_job_class_specs.php. Estimate the frequency at which you perform each task and the percentage of your total workload it represents. Refer to the conversion chart below to compute percentages. Indicate whether you regularly make final decision with regard to this task. Make sure that your total percentage is not more than 100%.

Conversion table for average amount of time spent performing major duties:

% of Time	Daily	Weekly	Monthly	Quarterly	Annually
5%	.50 Hour	2 Hours	1 Day	3 Days	2.5 Weeks
10%	1 Hour	4 Hours	2 Days	6 Days	5 Weeks
15%	1.2 Hours	6 Hours	3 Days	9 Days	8 Weeks
20%	1.6 Hours	8 Hours	4 Days	12 Days	10 Weeks
25%	2 Hours	10 Hours	5 Days	15 Days	13 Weeks
30%	2.4 Hours	12 Hours	6 Days	18 Days	15.5 Weeks
35%	2.8 Hours	14 Hours	7 Days	21 Days	18 Weeks
40%	3.2 Hours	16 Hours	8 Days	24 Days	21 Weeks
45%	3.6 Hours	18 Hours	9 Days	27 Days	23 Weeks
50%	4 Hours	20 Hours	10 Days	30 Days	26 Weeks

Attach any additional information which may clarify these duties.

DUTIES	FREQUENCY/ TIME SPENT	% TOTAL WORKLOAD	FINAL DECISION?
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____

7				
8				
9				
10				

Please explain how your work is assigned and checked (who assigns and checks your work; how often do you get assignments; how specific are instructions; how much of your work is checked and how often.)

B. THE DECISIONS YOU MAKE

Please list and briefly describe the types of important decisions and judgments you make regularly in the performance of your duties. Include information about what your decisions commit the university to doing.

Shared decisions:

Independent decisions:

Please describe an example of how an error in your independent decision making could adversely affect you department/students/the University, etc.

Please describe the type of problem solving you may be called upon to perform in your job.

Please describe an example of how an error in your problem solving could adversely affect your department/students/the University, etc.

C. YOUR INTERNAL AND EXTERNAL CONTACTS

if your work involves contact with people outside your department or outside the University, please describe these contacts (whom they are with, what their purpose is, and how frequently they occur.)

D. SUPERVISION

If you do not supervise others check this box

If you do supervise the work of others, please complete the following table by placing a check in the box next to the supervisory task that you perform for a particular category of worker:

	<i>Regular Employees</i>	<i>Temporary Employees</i>	<i>Student Workers</i>
Plan and assign work			
Check work			
Train			
Conduct and sign performance reviews			
Hire			
Participate in or make recommendations about:			
Hiring	_____	_____	_____
Discipline	_____	_____	_____
Promotion	_____	_____	_____
Performance review	_____	_____	_____

Are there any other points or comments that you would like considered?

Employee Signature _____

Date _____

Date submitted to supervisor _____

PART II – SUPERVISOR/DEPARTMENT HEAD INPUT:

The supervisor and department head must submit their input within 10 working days of receipt of employee request. The supervisor and department head should respond in writing to the request in the space below.

Please describe below your agreement or disagreement with the employee's request and accompanying information.

Supervisor Signature _____ **Date** _____

Department Head or next level administrator: Please indicate whether you agree and your reason:
I ___ agree/ ___ disagree with the supervisor's comments. Reason (if disagree):

Department Head Signature _____ **Date** _____

The supervisor and department head should inform the employee of their input. A copy of completed form should be given to employee, the appropriate Chief Officer and VP, and forwarded promptly to the Campus Human Resources office.

Date sent to HR _____

PART III – CAMPUS HR DECISION:

Notes and findings:

Campus HR Signature _____ **Date** _____

Notification of decision provided to Employee and Supervisor: Date _____

Appendix I

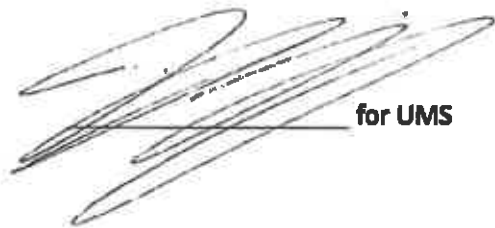
Memorandum of Understanding

Agreement made by, between and among the University of Maine System, an Institution of higher education with principal offices in Bangor, Maine (hereinafter "University"), the Associated C.O.L.T Staff of the University of Maine System, MEA/NEA an employee organization with a place of business at Bangor Maine (hereinafter "Association"). The University and Association hereby agree as follows:

- 1. The collective bargaining agreement between the University and Association is amended as described below. In any instance where there may be a conflict between the provisions of this Agreement and the collective bargaining agreement, especially Articles 9.A.2 and 22.B.5, this Agreement shall be controlling.**
- 2. The Association and the University agree that for Unit members whose positions become part of University Services the following shall apply:**
 - a. These Unit members shall retain the seniority they had earned immediately prior to their position becoming part of University Services.**
 - b. For purposes of applying the provisions of Articles 9.A.2 and 22.B.5, these unit members will be considered to be from the campus at which their position was located immediately prior to becoming part of University Services. This does not impact any other rights these unit members may have as University Services employees under the collective bargaining agreement covering the COLT unit.**

In WITNESS WHEREOF, the parties hereto have executed this Agreement.

 for ACSUM

 for UMS



Maine's
Public
Universities

UNIVERSITY OF MAINE SYSTEM



Office of Human Resources
16 Central Street
Bangor, ME 04407-5100

Human Resources: 207-973-3378
Benefits: 207-973-3388
Labor Relations: 207-973-3386
Fax: 207-973-3344
Payroll: 207-973-3320
Fax: 207-973-3349
TDD/VOY: 207-973-3262
www.maine.edu

CORRECTED LETTER

May 24, 2006

Orlando E. Delogu
33 Storer Street
Portland, Maine 04102

Dear Prof. Delogu:

This letter is to provide you with additional information regarding your retirement from the University of Maine System on May 31, 2006.

The University of Maine

University of Maine
at Augusta

University of Maine
at Farmington

University of Maine
at Fort Kent

University of Maine
at Machias

University of Maine
at Presque Isle

University of
Southern Maine

Please contact this office if you have any questions.

Sincerely,

Anthony J. Richard
Director of Employee Benefits

Benefits & Services Available to USM Retirees

Health Insurance: You may continue your health insurance coverage after retirement. If you are over 65 years of age with at least 10 years of service, the entire premium is paid by the University.

Campus ID card: If you already have a card you may continue to use the existing card. If you do not have a card, please contact the Portland Telecom Office at 780-4054 or the Gorham Card Office at 780-5600.

Gym membership: Gym membership rates are the same as those given to staff; \$45 for 1 semester, \$75 for 2 semesters, and \$100 for one year. For more information contact Sharon Parker at 780-5433. The athletic department website can be accessed at www.usm.maine.edu/~ath/.

Music Department Events: Senior rates are available for music department events. For further information contact 780-5555 or access the website at www.usm.maine.edu/~mns/.

Theatre Department Events: Senior rates are available for theatre department events. For further information contact 780-5151 or access the website at www.usm.maine.edu/theatre/

Community/Recreation Functions: Mailings can be requested with information on various local events such as Civic Center events, Portland Symphony concerts, and the Portland Dine-Around. To be put on the mailing list contact Jenny Nelson at 780-4173.

USM Events Calendars: To be put on a mailing list for the USM Events Calendar please contact Judie O'Malley at 780-4200. Judie sends notifications of new calendars to everyone on the USM e-mail system. The calendar is also available over the Internet at www.usm.maine.edu/~mcc/events/.

"Currents" Newsletter: To be put on a mailing list for the "Currents" newsletter please contact Laurie Mooney at 780-4200.

Membership in the USM Retiree Association: The USM Retiree Association is a group of retirees who meet twice a year for a luncheon with a program. You will receive a letter twice a year regarding the luncheon and membership in the association.

Parking Sticker: Retirees are entitled to one complimentary parking sticker each year. This may be applied for in August for the fall/spring semesters. Please call Wendy Jewett at 780-5212.

Lifeline Membership: Retirees are given a 50% discount for any Lifeline program. If you would like a program guide you should call 780-4170 or access the Lifeline website at www.usm.maine.edu/lifeline. Visitors are welcome to observe classes or take a tour.

USM E-mail and L-Serve: Retirees may retain a University e-mail account. This account will allow you to use any University of Maine System modem pool for e-mail and to browse the Internet with the same restrictions and privileges that apply to employees; 50 hours per month at no charge and \$.50/minute for time over the 50 hours.

To retain your e-mail account, please contact postmaster@usm.maine.edu. In your message state that you are retiring and wish to retain your account. You will need to provide the following information: name, social security number, address, telephone number, and date of retirement.