Movement within the Salary Bands

B. 1. Each unit member shall be assigned to a cohort group based upon years of completed regular service as of June 30, 2007.

2. Cohort groups shall be established based upon the four groupings shown below:

<table>
<thead>
<tr>
<th>Group</th>
<th>Completed Years of Service as of 6/30/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>5 9 13 17 21 25 29 33 37 41</td>
</tr>
<tr>
<td>2.</td>
<td>4 8 12 16 20 24 28 32 36 40 44</td>
</tr>
<tr>
<td>3.</td>
<td>3 7 11 15 19 23 27 31 35 39 43</td>
</tr>
<tr>
<td>4.</td>
<td>2 6 10 14 18 22 26 30 34 38 42</td>
</tr>
</tbody>
</table>

3. Effective January 1, 2008, 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 of 3% of the base salary. This increase shall be retroactive to July 1, 2007 and shall be applied after any general pay increase.

3. The appropriate administrator may at his/her discretion recommend that unit members who have performed in an extraordinary fashion receive an increase above 3% not to exceed an additional three percent (3%). Such recommendations shall be submitted to a university official designated by the Chief Administrative Officer and for the 2007-2008 academic year shall be submitted no later than November 20, 2007. The award of supplemental salary adjustments under this section of the Agreement shall be at the sole discretion of the University official designate to act on behalf of the Chief Administrative Officer.

4. Increases granted in #4 for Academic year 2007-2008 would be retroactive to July 1, 2007.

5. Effective on July 1, 2008 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 three percent (3%). This increase shall be applied after any general pay increase.

5. Recommendations for recognition of extraordinary performance described in section 4 above shall be made no later than April 15, 2008 for awards of salary increases to be effective July 1, 2008.

6. Effective July 1, 2009 unit members in Cohort group 3 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 three percent (3%). This increase shall be applied after any general pay increase.

6. Recommendations for recognition of extraordinary performance described in section 4 above shall be made no later than April 15, 2009 for awards of salary increases to be effective July 1, 2009.

7. Effective July 1, 2010, unit members in Cohort group 4 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 three percent (3%). This increase shall be applied after any general pay increase.
conducted pursuant to Article 13 Evaluation shall receive an increase in their base salary of three percent (3%). This increase shall be applied after any general pay increase.

11. Recommendations for recognition of extraordinary performance described in 4 above shall be made no later than April 15, 2010 for awards of salary increases to be effective July 1, 2010.

12. 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.

13. A unit member who is denied movement based upon unsatisfactory performance and under provisions 3, 5, 7 and 9 above, who successfully completed a performance improvement plan, shall receive an increase of 3% 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.

14. In recognition of the findings of the Maine Labor Relations Board and state courts, notwithstanding sections 7-9 above there shall be no entitlement to further salary increases beyond the June 30, 2009 expiration date of this Agreement and employees shall remain at their respective place on the wage band until such time as further movement through the bands is provided for in a successor collective bargaining Agreement.

15. Decisions concerning the increases for recognition described in #4 shall not be subject to the grievance procedure.

16. 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.