

Agreement between University of Maine System
and Universities of Maine Professional Staff Association – Professional and Administrative
Unit
July 2002 – June 2005

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The Agreement between the University of Maine System and the Universities of Maine Professional Staff Association effective July 1, 2002 may be found on UMPSA's and the University's web sites:
<http://umpsa.maine.edu/> and <http://www.maine.edu/labrel.html>.

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 supercede 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.

ARTICLE 2 – MANAGEMENT RIGHTS

- A. The 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.

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. 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 first seven (7) days 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 listing and a data file to include the name, home address, campus address, salary, title, department, current appointment date, funding source (i.e. whether soft money or not), job status (i.e. part-time or full-time), percentage of full time, months per year, title date, highest degree, appointment type, sex, unique identification number, level of health coverage, date of birth and, if available upon request, category, entry method, previous title, and last fiscal year salary base, of every unit member and employee. This list and data file shall be ordered by campus and by department.
- 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.
- 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 and USM shall each be entitled to two grievance chairpersons.
- 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 and the University of Southern Maine. An office shall be provided to the Association if available.
- E. 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.

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, 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. The unit member may be required to pay five (5) cents per page of copying.
- 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.
- 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

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.

B. Probationary Period

1. Each new employee shall be required to serve an initial probationary period. The length of such probationary period shall be determined by the University but shall not exceed twelve (12) months of active employment, exclusive of any periods not in the unit member's work year, or any periods of layoff or leave without pay 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 so informing 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, which 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 and at least every six months thereafter. 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. If a unit member's probationary period is extended beyond twelve (12) months, he/she shall be given at least one (1) months written notice or pay 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.

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 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 within ten (10) days as changes occur therein. The unit member shall also be supplied with 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 shall be maintained. 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.
 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.
- 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 which shall not exceed one (1) year. 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 nine (9) 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.
- E. The following provision concerns rehiring of employees who have been laid off or specifically targeted for layoff at the University of Maine in relation to the AFFIRM plan.
1. a. Given the specific nature of professional jobs, there will be occasions in downsizing in which vacant positions will need to be filled in order to maintain a program's viability. Normally filling these positions requires a national or regional search based on a recruitment strategy reviewed by the Office of Equal Opportunity. In these difficult times, there are highly skilled University employees who are being laid off due to the downsizing or elimination of programs. For support staff, the recall list with internal hiring helps toward rehiring our employees. In order to facilitate rehiring of University professional employees, departments filling professional positions re being allowed to hire without an external search if they hire a University professional employee, who was originally hired through a search (or who has five or more years of University service) and: (1) who has been laid off, (2) who has been explicitly targeted for layoff or (3) whose work schedule has been reduced due to downsizing, e.g. from 12 months to 10 months or from full-time to part-time.
 2. **Procedure**
 - a. **Employee:** Professional employees who are laid off or specifically targeted for layoff may submit two vitas (and cover letters, if desired) to either the Office of Human Resources or the Office of Equal Opportunity. The second copy will be provided to the file in the other offices. A vita file will then be maintained in each office for review by the hiring department. Employees who appear qualified for the specific position may then be contacted directly by a hiring department for additional information and for an interview.
 - b. **Hiring Departments:** Hiring departments may review the vita files at Human Resources or Equal Opportunity prior to deciding whether to initiate a search. Whenever possible hiring departments are encouraged to hire from this pool. If the department identifies potential candidates within the vita file who appear qualified, it will contact the candidate for additional information (e.g., letter and/or an interview). Upon request, the Office of Human Resources will prescreen vitas for the department based on the job description submitted with the request to fill and forward those appearing to fit the desired qualifications to the hiring department. While restricting the review to UM employees, departments are still required to hire based on job related criteria and thus must adhere to the University's Non-discrimination policy. Upon hire, a comparative applicant rating sheet will be submitted with the Personnel Action Form based on internal candidates considered.
 - c. In the event this process yields no suitable candidates for the specific opening, the department would initiate the regular search process by developing a recruitment strategy after contact with the Office of Equal Opportunity.
 3. A unit member who is not eligible to participate in the vita file described above may not

grieve a violation of Section B.4. of this article because individuals participating in the vita file were given first consideration.

4. This procedure will be established at any campus other than the University of Maine where 5% or more of the bargaining unit, but no fewer than four (4) employees, is laid off or targeted for layoff within the term of this Agreement. A unit member who participates in this pool at one campus may, upon written request, be added to the pool at any other campus where the procedure is in place.

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. 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.

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 service shall

receive at least six (6) months notice of layoff in writing or four (4) months pay 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 in lieu of notice; with the agreement of the affected unit member, a combination of notice and pay 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:

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 who have unused, accumulated compensatory time shall be paid for such time provided that the compensatory time was accumulated in accordance with Article 14, and that the unit member and his or her supervisor make a reasonable effort to reduce the unused compensatory time balance between notification of the layoff and

the effective day of the layoff.

5. 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 was hired before July 1, 1997, and who has been laid off and who is on the recall list shall be eligible for one-half of the tuition waiver benefit described in Article 20, Section A only.
- 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.

ARTICLE 10 – SOFT MONEY

- 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 tuition waiver benefit described in Article 20, Section A only.

G. Soft money unit members whose employment ceases as a result of discontinuation of funding shall receive the following amounts of economic assistance:

3 through 6 years of service	\$2,000
6 through 10 years of service	\$3,000
10 or more years of service	\$4,000

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.

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.

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. A campus or department may establish an alternate annual schedule for evaluation of unit members, which shall be communicated to affected unit members within sixty (60) days of the execution of this Agreement. 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 contained in Appendix C may be used for the evaluation of any unit member. Where a department, division or campus wishes to use a different evaluation form or procedure, the campus director of human resources or the equivalent officer must certify that the alternate form or procedure meets the requirements of this Article. A copy of any alternate form or procedure shall be forwarded to the Association

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.

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 feel 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, or if the unit member has earned compensatory time prior to the execution of this agreement, 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, work not related to the unit member's position, or compensatory time earned prior to the execution of this agreement. 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.

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.

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 shall elect one of the following alternatives: a) membership in the Association; b) payment to the Association of a representation fee; c) exclusion from the two (2) other alternatives. 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 shall make an election of one of the above-described alternatives 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. A failure to choose membership or the representation fee options within the applicable period specified herein shall constitute an election of exclusion from the two other alternatives. Except as otherwise provided in Section B of this Article, unit members shall be bound by their election for the term of this Agreement.

A unit member electing exclusion shall be entitled to the services of the Association under the Agreement only upon payment to the Association of reasonable fees, including reasonable fees for unit member representation services and attorney's fees, and costs and expenses including arbitrator's fees and expenses incurred by the Association. 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 and unit members paying the representation fee. The current schedule for such fees is listed in Appendix E.

- 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. Unit members who elect the representation fee, which is for the costs associated with the negotiation and the continued administration of this Agreement and the legal requirement that the Association represent all bargaining unit members, shall during the term of this Agreement be assessed monthly at the rate of ninety-five (95) percent of the amount of the annual membership dues divided by twelve (12).
- D. The University agrees to deduct in monthly installments the regular annual dues of the Association or the monthly representation fee 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.
- E. 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 or fees for that pay period directly from the unit member.
- F. 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.

- G. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph D.
- 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.
- I. The Association and the University shall develop appropriate forms to authorize payment of the representation fee or to elect exclusion from the membership and representation fee options.
- J. Professional and administrative employees who upon completion of six months of employment will become unit members in accordance with the University of Maine System Labor Relations Act may voluntarily become members of the Association and utilize payroll deductions for payment of dues during the six month initial period of employment prior to becoming unit members.
- K. 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 11:59 pm on June 30, 2003 the base salaries of current unit members in effect as of June 30, 2003 shall be increased by 2.5% (two and one half percent).
 - 2. Effective July 1, 2003 the base salaries of current unit members in effect as of June 30, 2003 shall be increased by 1.5% (one and one half percent).
 - 3. Effective July 1, 2003 those unit members whose salary is \$35,000 as of June 29, 2003, or less, who participate in the health plan shall receive a one-time non-base insurance co-pay deferral payment of \$200.00
 - 4. Effective July 1, 2004 the base salaries of current unit members in effect as of June 30, 2004 shall be increased by 1.5% (one and one half percent).
- B. Salary System for Professional and Administrative Employees
 - 1. The amount of \$121,432 identified in Appendix G of the prior collective bargaining agreement, shall be made available to the parties for their use in negotiating the implementation of the new Salary System for Professional and Administrative

Employees. Salary adjustments for unit members resulting from these funds must be distributed to E&G funded unit members and any increase agreed upon shall be effective July 1, 2001.

2. Effective July 1, 2003 a sum equal to .5% (one half of one percent) shall be devoted to the implementation process for the Salary System for Professional and Administrative Employees.
 3. Effective July 1, 2004 an additional sum equal to .5% (one half of one percent) shall be devoted to the implementation process for the Salary System for Professional and Administrative Employees.
 4. The committee established in Appendix G shall continue to meet and discuss issues related to the implementation of the Salary System for Professional and Administrative Employees. If after nine months from the date of execution of this Agreement, no agreement has been reached on those negotiable items associated with the implementation, then Don Ziegenbein shall, pursuant to the University of Maine System Labor Relations Act, retain jurisdiction to mediate the issue. In the event these efforts fail, the parties shall request of the Executive Director of the Maine Labor Relations Board that Don Ziegenbein be appointed to arbitrate the matter. The parties hereby agree to waive fact-finding.
- 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.
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.
 3. 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.
 4. The University shall promptly notify the Association 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. This shall constitute the notice specified in Article 15.C.
 5. 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.

ARTICLE 18 – INSURANCES

- A. 1. The University shall continue to make available to unit members the existing or equivalent health insurance plan for full-time regular unit members. The University will make available the existing or equivalent spouse or family coverage or full-time regular unit members. Unit members may choose to enroll themselves and their eligible dependents in the plan. Changes to the plan, listed in Appendix D, shall be effective October 1, 2003.

Effective July 1, 2003 employees will pay ten percent (10%) of the total premium cost for single coverage and twelve percent (12%) of the incremental premium cost for any dependant coverage with the understanding that the employee's last dollar amount will continue at that fixed dollar amount until a successor agreement is negotiated.

Employees shall have premium payments listed below deducted monthly from their pay for health coverage effective July 1, 2003:

Comprehensive Care	Monthly	Point of Service	Monthly
Single Coverage	\$ 34.42	Single Coverage	\$ 32.79
Single Plus One	\$ 83.99	Single Plus One	\$ 80.00
Family Coverage	\$ 108.78	Family Coverage	\$ 103.61

Employees shall have premium payments listed below deducted monthly from their pay for health coverage effective January 1, 2004:

Comprehensive Care	Monthly	Point of Service	Monthly
Single coverage	\$ 37.80	Single coverage	\$ 35.61
Single plus one	\$ 92.23	Single plus one	\$ 86.90
Family coverage	\$119.44	Family coverage	\$112.54

Employees shall have premium payments listed below deducted monthly from their pay for health coverage effective January 1, 2005:

Comprehensive Care	Monthly	Point of Service	Monthly
Single coverage	\$ 46.71	Single coverage	\$ 44.49
Single plus one	\$113.98	Single plus one	\$108.56
Family coverage	\$147.61	Family coverage	\$140.59

2. *Health Plan changes effective October 1, 2003:

a. Comprehensive Plan –

- Increase deductible from \$150 / \$300 to \$300 / \$600
- Increase co-insurance from 20% of next \$3,000 / \$6,000 to 20% of next \$4,000 / \$8,000

b. Point of Service Plan –

- Increase network office visit co-pay from \$10 to \$20

c. Prescription Drug Plan –

- Increase retail co-pay from \$5 / \$15 to \$10 / \$20
 - Increase maximum out of pocket expenses to \$1,200 for individuals and to \$1,800 for families
3. 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. Eligible part time regular unit members are unit members who work at least one-half (1/2) time. The University and unit member will each pay one-half (1/2) of the premium cost for such insurance.
 4. The University shall provide employees with listing of all doctors and institutions whose current rates do not exceed the usual and prevailing rate or with whom the University has reached an agreement. If there is not such a provider within sixty miles of the employee's home or if there is an emergency or extenuating circumstances which prevent the unit member from receiving services from the listed provider, the University will assume charges in excess of usual and prevailing. The unit member will continue to be responsible for deductible and co-payment charges in accordance with the plan.
- B. 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.
- C. 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.
- D. The University and the Association shall continue its joint committee with three representatives of each party to review alternative health care issues and benefits. This review will include but not be limited to health care utilization patterns and alternative health care plans. This committee may include representatives of other employee groups.
- E. Effective July 22, 1996, 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.
- F. 1. Professional unit members who are enrolled in the UMPSA dental plan will be included in the University plan for non-represented employees effective at the end of the plan year for the UMPSA plan subject to approval by Delta Dental and in accordance with University plan provisions.
2. Professional unit members who are not in the UMPSA dental plan may enroll in the University plan during the open enrollment for January, 2001.
 3. Premiums in the University plan which Professional unit members pay shall be subject

to the increases determined by Delta Dental for the plan year beginning January 1, 2001. Unit members shall pay the full cost of any coverage elected.

4. Premiums for the UMPSA dental plan will be withheld on a pre-tax basis effective during the first month following the execution date of the Agreement in anticipation of UMPSA plan participants moving into the University plan. During the period that premiums are withheld on a pre-tax basis for unit members still in the UMPSA dental plan, the parties agree and understand that the University shall have no responsibility or liability whatsoever for operating the UMPSA dental plan or for the plan's compliance with applicable laws and regulations. The Association shall indemnify, defend, and hold the University, its Trustees, officers, employee and agents, harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), arising from any action taken by the Association for operating the UMPSA dental plan.
 5. The Association shall thoroughly and accurately reconcile the eligibility listing for the UMPSA dental plan before the participants are included in the University plan. The University shall have no liability for any back premiums which are due because of any errors in the eligibility of unit members at the time UMPSA dental plan participants are moved into the University's plan.
- G. The University and the Association shall establish a committee with up to three representatives for each party to study the issue of benefits eligibility for part-time regular unit members. Association committee members shall have paid release time to attend committee meetings. Either the University or the Association may make recommendations or reports to their respective parties.
- 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 will require filing of an affidavit certifying the following:
1. The partners are each at least 18 years of age and are mentally competent to contract.
 2. The partners are not married to anyone.
 3. The partners are not related by blood to a degree which would prohibit marriage in the State of Maine.
 4. The partners reside together and have resided together for at least six (6) months.
 5. The partners are financially interdependent (evidence of financial interdependence will be required).
 6. Misrepresentation of information in the affidavit will result in disciplinary action up to termination of employment and an obligation to repay benefits received.
 7. The Unit member will notify the University by completion of a form when a domestic partnership ends.

8. 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 employees 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. The University shall provide each unit member with a quarterly statement showing disability days earned, utilized and accumulated.
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 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 such absences.
- 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.

5. 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, parents, grandparents, grandchildren, sisters, brothers, step 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 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.

C. 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.

D. 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. Up to forty (40) days of annual leave may be carried forward 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.
2. 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.
3. 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.2 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 the unit member on the

effective date of termination.

- 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.
- 4. 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.
 - 5. The University shall provide each unit member with an annual statement on or about May 30th showing annual leave balances. The statement shall remind unit members of the carry forward date of August 31st and encourage unit members to utilize annual leave as provided in Sections D.1. and D.2. of this article.

E. Holidays

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

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence 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.

ARTICLE 20 - TUITION WAIVER, SABBATICALS AND PROFESSIONAL DEVELOPMENT

- A. 1. Full-time unit members shall be eligible for a tuition waiver of up to two (2) courses per semester or summer session, not to exceed four (4) credit hours each course. Part-time regular unit members shall be eligible for a tuition waiver of up to one (1) course per semester or summer session, not to exceed four (4) credit hours each 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 the eight (8) hours of total waiver, and shall not constitute an additional course.
2. Such courses shall be contingent on the availability of space. Each campus shall retain the right to designate those non-credit courses to which tuition waiver will not apply. Space priorities shall be determined in accordance with applicable non-financial admissions criteria.
3. This benefit shall not be applicable when a unit member is on an unpaid leave of absence for longer than ninety (90) days, long term disability or Worker's Compensation. In the event that 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.
- B. 1. The dependents of full-time unit members who are full-time students of the University of Maine System shall be eligible for a waiver of one-half (1/2) tuition. Dependents of part-time unit members who are full-time students of the University of Maine System shall be eligible for a waiver of one-fourth (1/4) tuition. The dependent tuition waiver may be used for up to two summer courses, as long as the student was a full-time student during the full previous academic-year within the University of Maine System. This waiver does not apply to mini-courses or other non-semester course offerings. For the purpose of this section, dependents shall be defined as unit member's spouse or dependent children. Children of currently employed unit members who were granted dependent tuition waivers prior to execution of this agreement shall remain eligible to receive such tuition waiver so long as they remain continuously enrolled as full-time students of the University of Maine System.

Dependents of full-time unit members who are part-time 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). Dependents of part-time unit members who are part-time students shall be eligible for a waiver of one-fourth (1/4) tuition, provided that the part-time student is matriculated and that there is space available in the course(s).

Eligibility for graduate students for this waiver also requires matriculation in a degree program, that there is space available, and extends only to courses taken as part of an approved program of study.

2. In no event shall tuition waivers exceed one-half (1/2) tuition for the spouse or each eligible child of a full-time unit member, or one-fourth (1/4) tuition for the spouse or each eligible child of a part-time unit member.

3. When an employee with twenty (20) or more years of University service is terminated through participation in the University's long-term disability program or by death, the spouse and/or dependent children of that employee who are enrolled full-time students participating in a tuition waiver program at the time of the employee's termination or death shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student maintains continuous full-time enrollment or until completion of the requirements for a degree.

C. 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.
- D. 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 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.
- 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 I.

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, national origin, citizenship status, age, disability, 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 TIAA-CREF and alternate vendors whose rules of participation have been mutually agreed upon by the parties.
- B. 1. Unit members who participate in the basic TIAA-CREF retirement plan 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.
- a. Upon retirement the unit members 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. If a unit member's work year 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 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. If at that time any of the lump sum amount remains to be paid after this second payment to the retirement account, the unit member may elect to receive that amount as taxable income with interest credited from the date of retirement. If

the unit member does not elect to receive this amount as income, it 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.
- 2. Unit members may participate in the University's Partial/Phased Retirement Program in accordance with existing Program provisions.
- 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.

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.
- 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 - VOLUNTARY SCHEDULE REDUCTION

- 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. Once the schedule reduction has occurred, employee benefits shall be as described below. The same benefits shall apply to part-time regular employees who have the equivalent of five years full-time continuous service (e.g. ten years of half-time service, six years and nine months of three-quarter time service, etc.) and, if they have the requisite service, to employees whose positions are reduced from full-time to part-time for program or budget reasons.
- 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. Employees in the Maine State Retirement System are eligible for reduced schedules. Such employees should be aware that pension benefits will be based on their years of highest salary, not their final 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, income protection, 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 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:
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, 2002, whichever comes later unless otherwise specified herein, and shall continue in full

force and effect until and including June 30, 2005.

- 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 10th day of October, 2003 as indicated below.

For the University of Maine System

Joseph W. Westphal
Frank C. Gerry
David Lane
John Kidder
Ray Moreau
Sheri Stevens

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

Nancy Fletcher
James Collins
Jeff Dorman
Cynthia Hook
Jennifer Moreau
Rick Winter
Kerry Ann Sullivan
Ross Ferrell

**Appendix A
Step 1 Grievance Form**

**Appendix B
Grievance Decision Review Form**

APPENDIX C

UNIVERSITY OF MAINE SYSTEM PROFESSIONAL EMPLOYEE PERFORMANCE EVALUATION

PURPOSE

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.

INSTRUCTIONS

1. The supervisor forwards to the employee, a "Professional Employee Self Evaluation" and an uncompleted "Professional Employee Performance Evaluation" form. The employee should complete the self evaluation and return it within two weeks. The evaluation form is provided for informational purposes.
2. Once the self evaluation has been returned, the supervisor should schedule an interview with the employee.
3. Prior to the interview the supervisor should review the self evaluation and complete sections I-IV of the evaluation form. Supervisors are encouraged to comment on each performance criterion. However, any rating of "Outstanding", "Needs Improvement" or "Unsatisfactory" requires a comment.
4. During the interview the supervisor and employee should discuss the completed evaluation forms. Supervisors should point out areas of good as well as weak performance and be specific. The supervisor should make specific suggestions for improvement, where necessary.
5. The supervisor and employee should establish goals and objectives for the employee, which will be used in the next evaluation.
6. After the interview both the supervisor and employee must sign the form. If a copy of the evaluation 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 and sends another copy through the appropriate administrator to the custodian of professional employee personnel files. No alterations or comments may be made on the form after the employee and supervisor have signed it.
7. Confidentiality of the information is the shared responsibility of the supervisor, any reviewing administrator(s) and the file custodian. Ordinarily, the Performance Evaluation 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.

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. How can your supervisor help in your job performance and personal 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 evaluation, unless you so wish. If you wish these responses to be placed in your personnel file, check here. ____

7. 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.)

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

Employee Name: _____

Employee Signature: _____

Date: _____

UNIVERSITY OF MAINE SYSTEM
PROFESSIONAL EMPLOYEE PERFORMANCE EVALUATION

Employee _____ Date of Appointment to Current Job _____

Title _____ EVALUATION PERIOD From _____ To _____

Supervisor _____ Date of Evaluation 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. Did the employee meet the responsibilities of the job as defined by the job description? Rate the employee's performance on each duty on the job description, keying the rating to the numbering of tasks on the job description. Continue on an additional page if necessary.

The rating factors are as follows:

- | | |
|--------------------|--|
| Outstanding: | (o) Indicates an exceptional performance. |
| Commendable: | (c) Performance is beyond normal requirements and competence. |
| Effective: | (e) Fulfills the normal job requirements with some strong points. |
| Needs Improvement: | (n) Performance is below job requirements, but improvement is anticipated. |
| Unsatisfactory: | (u) Job performance must be improved substantially to be acceptable. |

1. o c e n u

- - - - -

2. o c e n u

- - - - -

3. o c e n u

- - - - -

4. o c e n u

- - - - -

5. o c e n u

- - - - -

6. o c e n u

- - - - -

7. o c e n u

- - - - -

8. o c e n u

- - - - -

9. o c e n u

- - - - -

10. o c e n u

- - - - -

11. o c e n u

- - - - -

12. o c e n u

- - - - -

13. o c e n u

- - - - -

14. o c e n u

- - - - -

15. o c e n u

- - - - -

D. Leadership and Supervision:

o c e n u
- - - - -

Comments: _____

E. Dependability:

o c e n u
- - - - -

Comments: _____

F. Initiative:

o c e n u
- - - - -

Comments: _____

G. Problem Solving Ability:

o c e n u
- - - - -

Comments: _____

H. Adaptability:

o c e n u
- - - - -

Comments: _____

I. Professional Attitude:

o c e n u
- - - - -

Comments: _____

J. Productivity:

o c e n u
- - - - -

Comments: _____

K. Relationship with Others: :

o c e n u
- - - - -

Comments: _____

III. Achievement of Goals: Please refer to goals and objectives set at the time of the last performance evaluation and comment on each of the following:

Were goals for this period fully achieved?

Comments: _____

Were significant accomplishments achieved that were not stated goals?

Comments: _____

If some goals were not achieved, or were not achieved in a timely fashion, explain the reason.

Comments: _____

IV. Overall Rating (a short statement of your total evaluation of the employee):

V. Future Goals:

Establish future long range goals and shorter term objectives with projected dates of achievement. Where possible describe specific objectives with measurable outcomes. Progress toward these goals and objectives will be assessed in the next performance evaluation.

Date of next regular evaluation: _____

Planned date of interim evaluation, if needed: _____

Supervisor's Signature: _____

Date: _____

I have reviewed the above evaluation with my supervisor and have received a copy of the evaluation. I understand that a copy of the evaluation will be retained in my personnel file. My signature does not necessarily indicate agreement with the evaluation.

Employee's Signature: _____

Date: _____

Note: ¹ The employee may append a written response or comments to the evaluation after receipt of the written evaluation.

² An unsigned copy of the evaluation shall be placed in the personnel file if a copy of the evaluation is not signed and returned within seven (7) days.

Professional Employee Performance Criteria
(For use in conjunction with Professional Employee Performance Evaluation)

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 employee express self?

How well does employee communicate with subordinates, peers, students, and other professional contacts?

How well does employee keep superiors 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 subordinates?

Does employee develop the capabilities of subordinates?

Does employee motivate subordinates so that they work together towards 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 complete and accurate?

K. Relationship with Others:

Does employee have the confidence of others?
Does employee work effectively with other people?

APPENDIX D

Unit Employee Representative Services Fee Schedule

Legal Services

Attorney's Fees	\$125.00 / hour
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Representative Services

MEA Uniserv Director	\$75.00 / hour
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MEA Staff	\$75.00 / hour
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Other expenses incurred by the Association on behalf of a unit member (including arbitrator's fees and expenses) will be reimbursed by the unit member in full.

APPENDIX E

MEMORANDUM OF AGREEMENT
TO MEET AND CONSULT ON
SCHEDULING RELATED ISSUES

1. Within thirty (30) days of the execution of the 1999 – 2001 Agreement, the parties will Meet and Consult under the terms of Article 4.
2. The parties shall meet and consult regarding scheduling practices throughout the University System. In the event a scheduling practice is identified which may be in conflict with the agreement, the University will provide appropriate guidelines to the campuses.
3. The parties agree that this Meet and Consult shall not exceed six (6) hours. This time may be extended by mutual agreement.
4. Either party may request to meet and consult regarding a follow-up on scheduling issues, but not until after three (3) months from the last meeting.

In witness whereof, the parties hereto have executed the Agreement:

<u>Michael Morin, President</u>	<u>04/25/2001</u>
University of Maine Professional Staff Association - MEA / NEA	Dated

<u>David Lane</u>	<u>04/27/2001</u>
University of Maine System	Dated

APPENDIX F

Memorandum of Agreement on the Development of a Comprehensive Salary Structure

1. Upon the execution date of the 1999-2001 Agreement between the University of Maine Professional Staff Association (UMPSA / Association) and the University of Maine System (University), the University shall conduct a study of salary structures for the Professional and Administrative bargaining unit as described in the following sections:
 - a. The University shall conduct a detailed evaluation and review of the salary structures of five (5) to ten (10) public higher education systems, and systems of large complex private Universities that include graduate, research, and public service programs, to investigate what systems may be adapted or modified for the University of Maine System.
 - b. The following principles shall be included in the salary structure study:
 1. Procedures for unit members or the Association to address salary inequities within the salary structure
 2. Starting pay ranges
 3. Recognition for longevity
 4. Procedures by which to adjust salaries to appropriate labor markets for the profession
 5. Procedures for periodic review of the salary structure
 - c. The University shall meet with a committee appointed by the Association on a bi-monthly basis to consult and confer on the status of the study and to solicit input from the Association. The Association may have release time with pay to attend the meetings during working hours for up to three (3) unit members.
 - d. The University shall present a written report of its findings and recommendations for a salary structure to the Association by December 31, 2001 or twelve (12) months from the execution date of the Agreement, if later.
 - e. Once the University has issued its report either party may request to reopen negotiations with thirty (30) days notice regarding implementation of a salary structure. Any individual unit members identified in the salary structure study with serious salary inequities shall be the first priorities of the parties for negotiations.
2. Salary inequities identified from the salary study described above in paragraph 1 shall be addressed prospectively by the principle of "worst first." A total amount of \$121,432 shall be available for the sole purpose of these base salary equity adjustments for E & G funded employees as part of the development of the salary structure, to be used no later than fifteen (15) months following execution of this agreement. All salary adjustments under this section shall be effective July 1, 2001. This fund shall not lapse. The Association may recommend salary adjustments under this section. Employees hired after the effective date of this Memorandum of Agreement are not eligible for adjustments under this section.

3. The University may correct other salary inequities for individual unit members as suggested by the salary study and / or recommended by the Association. The University shall notify the Association of salary adjustments under this section prior to the effective date of the increase.
4. The University shall notify the Association of salary adjustments in section 2 as soon possible after the determination has been made. Final determination about such equity adjustments, under sections 2 and 3, shall be made by the University and shall not be grievable, unless the adjustments are not based on sections 2 and 3 above.
5. This Memorandum of Agreement shall become effective on the execution date of the 1999-2001 Professional Agreement and shall terminate on the date the salary structure is incorporated into the Collective Bargaining Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THE AGREEMENT:

<u>Michael Morin, president</u> University of Maine System Professional Staff Association / MEA, NEA	<u>04/25/01</u> Date
<u>David Lane</u> University of Maine System	<u>4/27/01</u> Date

APPENDIX G

Clarification of Benefits Regular Eligibility for Part-Time Regular Unit Members (*referenced in Article 34 Section A.2*).

1. Part-time regular unit members with the five (5) full-time equivalent years of continuous service are eligible for certain pro-rated benefits as referenced in Article 34, Sections B – H of the Agreement.

APPENDIX H

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 University 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 University and the Association hereby agree as follows:

1. That the University of Maine System Retirement Plan for Faculty and Professional Employees shall be amended as follows:
 1. Eligible unit members who are at least age fifty-five (55), who have at least ten (10) or more years of full-time regular continuous University service immediately prior to retirement, and who retire from the University OR

Eligible unit members who leave the University for reasons other than retirement when their combined age and University service totals at least sixty-five (65) SHALL BE ELIGIBLE to direct up to 60% of their basic retirement annuity accumulation to another vendor or to withdraw it as cash, subject to TIAA-CREF and Internal Revenue Service restrictions.
 2. Eligible unit members and new employees hired into unit positions who continue to work for the University shall be immediately eligible to direct up to 60% of their retirement plan accumulations (already contributed) and / or future contributions to selected Alternate Vendor(s) in addition to TIAA-CREF.
 3. In the event the provisions of this Agreement conflict with the UMPSA Agreement, this Agreement shall be controlling.

The provisions of this Agreement shall be effective on the date of execution of this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Dated: 11/17/99

By: David Lane
University of Maine System

Dated: 11/5/1999

By: Michael Morin, President
UMPSA, MEA / NEA

APPENDIX I

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 J

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, 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:

1. It is hereby agreed that the parties shall re-open negotiations on matters related to health insurance and other issues of interest no later than September 1, 2004.
2. Such period of re-opened negotiations shall conclude by December 10, 2004.
3. In the event the parties fail to reach any agreement during this limited period of bargaining, the current contract language and status quo shall prevail and remain in effect.
4. In the event there is any conflict between this Memorandum of Understanding and the Professional Unit Agreement, this Memorandum of Understanding shall be controlling.

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

Dated: January 27, 2004 By: Frank C. Gerry
University of Maine System

Dated: January 15, 2004 By: Nancy Fletcher
Universities of Maine Professional Staff
Association, MEA/NEA

Non-Discrimination Notice

In complying with the letter and spirit of applicable laws and in pursuing its own goals of diversity, the University of Maine System shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability, or veterans status in employment, education, and all other areas of the University. The University provides reasonable accommodations to qualified individuals with disabilities upon request.

Questions and complaints about discrimination in any area of the University should be directed to Sally Dobres, Equal Opportunity Director, University of Maine System, Office of Human Resources, 107 Maine Avenue, Bangor, Maine 04401, (207) 621-3199 (voice) or (207) 973-3300 (TTY/TDD). Inquires or complaints about discrimination in employment or education may also be referred to the Maine Human Rights Commission. Inquiries or complaints about discrimination in employment may be referred to the U.S. Equal Opportunity Commission.

Inquiries about the University's compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), Boston, MA 02109-4557, telephone (617) 223-9662 (voice) or (617) 223-9695 (TTY/TDD). Generally, an individual may also file a complaint with OCR Within 180 days of alleged discrimination.