

Agreement
between
University of
Maine System

and

Associated
C.O.L.T. Staff of
The Universities of Maine
Clerical, Office, Laboratory and Technical Unit

July 2009 – June 2011

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The Agreement between the University of Maine System and the Associated C.O.L.T. Staff of the Universities of Maine, MEA/NEA, July 1, 2009–June 30, 2011 can also be found at the University's web site: http://www.maine.edu/system/lr/labor_relations.php and at www.acsum.org.

ARTICLE 1 - RECOGNITION

- A. The Board of Trustees of the University of Maine System (hereafter the Board) recognizes the Associated C.O.L.T. Staff of the Universities of Maine MEA/NEA (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine Labor Relations Act, in the clerical, office, laboratory and technical employees bargaining unit (hereafter unit members). Unit members are University employees in titles included in the clerical, office, laboratory and technical employees bargaining unit as a result of the Certification by the Maine Labor Relations Board on September 29, 1980, and any subsequent agreements reached between the parties.
- B. The parties agree that during the term of this Agreement, in the event new titles are created or changes in job responsibilities of existing titles occur which may result in additions to or exclusions from the bargaining unit, the University shall inform the Association regarding such new titles or changes. The parties will discuss and attempt to reach agreement regarding the appropriate unit placement of such titles.
- C. If the parties disagree on the placement of a title, the matter may be referred to the Maine Labor Relations Board by either party for determination.
- D. Employees who hold titles which are included in the clerical, office, laboratory and technical unit and who are assigned to a single position of indefinite duration on an on-call basis without regular schedule shall be considered to be unit members upon completion of six (6) months of continuous employment, provided that their actual work over the six (6) month period evidences regularity. The provisions of Articles 9.A; B.1; B.5-6; 22.B-F; and 25 of this Agreement shall not be applicable to such employees.
- E.
 - 1. The University is authorized to appoint any employees who are able to return to work following absences involving Workers' Compensation to fill job openings in clerical, office, laboratory and technical unit positions which are assigned to wage bands 3 through 8, notwithstanding the provisions of Article 23 of this Agreement.
 - 2. Employees who are assigned to duties outside the job description for their classification on a temporary basis following an absence involving Workers' Compensation shall remain in the bargaining unit(s) to which their classification(s) was assigned immediately preceding the absence. In the event that such employees are members of the clerical, office, laboratory and technical unit, the provisions of Articles 6, 8, 9, 22, and 23 of this Agreement shall not be applicable to such employees during this period of temporary reassignment.
- F. The University and the Association agree to work mutually to enhance the quality of service of students and to the public. The Association and the University agree to cooperate with respect to productivity efforts in keeping with the terms and conditions of the collective bargaining Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - ASSOCIATION RIGHTS

- A.
 - 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.
 - 2. The Association shall be allowed reasonable use of the intra campus mail system, as described in paragraphs 1-5 of the Memorandum of Understanding dated December 9, 1980 between the Association and the University.
 - 3. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus.
 - 4. The Association shall have access to the use of available campus office equipment at reasonable times.
 - 5. The Association may request a lockable office for Association use pursuant to existing campus procedures at the University of Maine and the University of Southern Maine. An office shall be provided to the Association if available.

6. The University shall allow at no cost to the Association the listing of a designated phone number for the Association in each campus directory.
7. The Association shall have access to designated bulletin board space on existing general purpose bulletin boards for the purpose of posting bulletins, notices and other appropriate material.
8. The University on a bimonthly basis, shall provide the Association with a standardized MEA electronic data file. The file shall contain the following information:

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

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

9. Unless otherwise stated in this Article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities in the amount required of other campus organizations.
- B. 1. The University shall permit a reasonable number of unit members, not to exceed seven (7), to participate as members of the Association's bargaining team in collective bargaining negotiations with the University, without loss of time or pay for attendance at such negotiations with the University which take place within a unit member's normal working hours. The Association, at the time that such negotiations are initially requested, shall inform the University in writing of the names of the seven (7) unit members designated to participate in negotiations without loss of time or pay. Adequate notice of the date and time of such negotiations will be given by the unit member to the unit member's supervisor. Pay for time not worked because of attendance at negotiations will be limited to the number of hours within the unit member's normal work schedule which are reasonably necessary to permit the unit member's attendance at a negotiation session.
2. a. The Association may designate one (1) grievance representative for each campus, except that the University of Maine shall have five (5) grievance representatives, and the University of Southern Maine shall have two (2) grievance representatives. In addition, the Lewiston-Auburn campus, the Muskie Offices in Augusta and the University College of Bangor campus of the University of Maine at Augusta shall each have one grievance representative.
 - b. The grievance representatives, during their normal working hours without loss of time or pay may, in accordance with the terms of this article, process and handle grievances. Scheduling of such activity shall be subject to the approval of the unit member's supervisor and the supervisor(s) of any unit member(s) in other departments or units who are to be contacted by the grievance representative. Such approval shall not be unreasonably withheld. Grievance representatives will fulfill all of their assigned work except when approved to leave their work to process and handle grievances as provided herein.
 - c. The Association shall furnish the University with a written list of its grievance representatives and shall promptly notify the University in writing of any changes therein.
3. a. Representatives and officers of the Association shall be granted leave without pay to attend hearings in legal proceedings provided that adequate notice is granted to the University.

- b. Designated Association members shall be granted up to a total of twenty-five (25) days per fiscal year to attend conferences and/or training sessions sponsored by the Association. Written notice of such sessions shall be provided at least two (2) weeks prior to the event to the appropriate supervisor with a copy to the Office of the Director for Labor Relations.
4. Upon request and supervisory approval, the president or the vice president of the Associated C.O.L.T. Staff of the Universities of Maine shall be permitted to perform the business of that office during his or her normal working hours without loss of time, or pay, not to exceed a total of two hundred and eighty (280) working hours per fiscal year for both officers. Supervisory approval shall not be unreasonably withheld. Such time may not be accumulated or carried forward from fiscal year to fiscal year. The Association shall report time used to the University Office of Labor Relations and the president's or vice president's respective campus supervisor as it is used.
 5.
 - a. No unit member shall be entitled to release time to participate as an Association representative in more than two (2) activities described in this Agreement.
 - b. Whenever released time is granted for participation by a unit member as an Association representative in any activity described in this Agreement, such released time shall only be for the number of hours reasonably necessary for the unit member to participate in the activity.
 - c. A bargaining unit member elected or appointed to a full-time Association position shall be granted an unpaid leave of absence not to exceed one (1) year. A written notice of this leave must be submitted at least forty-five (45) days in advance by the unit member to the appropriate supervisor (the supervisor may waive this time requirement). Time spent on leave will be credited for the purposes of seniority computation. A unit member shall receive any non-discretionary pay increases which he or she would have been entitled to had he or she not been on leave.
- C. The University shall supply the Association President or that person's designee with all public agendas, minutes and reports of the Board of Trustees meeting in a timely fashion.
- D. The University shall inform all unit members in writing of their obligation under Article 32, Section A to make an election as specified in the Agreement. Such notice shall be given to individuals in writing in the initial letter of appointment and shall include a citation to the ACSUM web site for new employees to use. Upon the hiring of any new regular unit member, or the transfer of a current employee to the unit, the University shall promptly forward a copy of the appointment letter for said employee to the Maine Education Association.
- E. 1. Each University campus will give an Association representative access to a group orientation session that includes COLT unit members under the following conditions:
- a) Management will notify the Association representative of the time and location where the representative can have access to the unit members.
 - b) The Association representative will receive release time and be granted up to 15 minutes with the new unit members to discuss the issue of union security.
 - c) Management will be allowed to have one representative present to observe the Association representative's presentation. Management's observer will not answer questions or interfere with the presentation.
 - d) If no Association representative is available to make the presentation as scheduled, Management is under no obligation to reschedule the access time.
2. When a University campus does individual orientation sessions, the Association representative will be notified of the new unit member's hire and will be granted up to 15 minutes to present the issue of union security with a management observer present, if management so desires, at a mutually agreeable time and location. The Association representative will be granted release time to make the presentation, if the presentation is done on the Association representative's regularly scheduled hours.
 3. When an extension or off campus location of a campus hires a new unit member, while no release time will be granted for an Association representative to travel to the location, and Association representative will be allowed to make up to a 15 minute presentation on the issue of union security to the new unit member with a management observer present, if management so desires, at a mutually agreeable time and location.
 4. The Association agrees to minimize the time away from work for Association representatives to carry out this function. The Association representative will notify the supervisor as far in advance as possible. A supervisor may in unusual circumstances notify the employee that release time cannot be provided for a specific time or date due to work demands.

ARTICLE 4 - INFORMATION TO UNIT MEMBERS

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

ARTICLE 5 - PERSONNEL FILE

- A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept in the campus personnel office under conditions that insure its integrity, confidentiality and safekeeping. Contents shall include copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate material relating to the unit member's employment.
- B. Within twenty (20) working days, unit members shall be sent a copy of all material henceforth placed in the file. Beginning July 1, 1997, any material or correspondence addressed to a unit member, which is to be placed in the official personnel file shall be mailed cc: Personnel File. Anonymous or unattributed material shall not be placed in the file. A unit member shall have the right to submit a written response to any material placed in the official personnel file. This written response shall then be filed and attached to the appropriate material.
- C. Unit members shall have the right to examine their file in the presence of the file's custodian, or designated campus administrator(s), during the normal business hours of the office in which the file is kept. A unit member may obtain copies of any material in the personnel file and may be required to pay five (5) cents per page of copying. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept. A unit member must produce identification to the file custodian prior to the examination of his/her file unless personally identified by the file custodian.
- D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including any relevant accomplishments. A unit member may indicate in writing to the personnel office those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for removal. A unit member shall have the right to remove a written warning notice one (1) year after the notice was issued, provided that no other disciplinary action has taken place during that year.
- E. In a specific personnel action, no use may be made of any material which has not been properly and timely placed in the official personnel file. Recommendations by reviewing individuals shall be placed in the official personnel file as soon as the decision is reached in the specific personnel action. Recommendations by reviewing individuals or bodies which pertain to a unit member's consideration for positions other than the position which he or she holds, shall not be placed in the personnel file. A unit member, and/or the Association upon written authorization of a unit member shall have the right to inspect and, upon written request and payment of five (5) cents per page of copying, receive a copy of any such recommendations pertaining to that unit member which are not included in the personnel files and are in the possession of the University.
- F. The official personnel file shall be available to authorized campus administrators responsible for the review and recommendation of a unit member with respect to any personnel actions. The unit member shall be advised when the file is reviewed for consideration of promotions, or demotions or disciplinary action.
- G. The Association or a duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files or campus administrator. The Association or the duly designated representatives shall be subject to the same rules on access and copying that are applicable to the unit member.
- H. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.

- I. Letters of advice or counsel which do not meet the criteria for letters of reprimand given in Article 6E shall not remain in the personnel file for more than twelve (12) months from the date of issuance provided that the unit member has had no other letter of advice or counsel during this period.

ARTICLE 6 - DISCIPLINE

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

ARTICLE 7 - EVALUATION

- A. The University shall provide an evaluation system(s) for the continuing assessment of each unit member's job performance.
- B. Each evaluation system shall provide for an evaluation in writing by the supervisor(s) of the unit member. Such written evaluations shall include the following:
 1. Adequate information identifying the employee being evaluated, his or her job classification and department, the supervisor responsible for the evaluation, and the occasion for the evaluation.
 2. An evaluation of the employee's knowledge, quality of and output of work with respect to the employee's job description.
 3. An identification and evaluation of the employee's knowledge, quality and output of work with respect to any duties being performed which are not enumerated in his or her job description.
 4. An evaluation of other skills, abilities or attributes relevant to the employee's job performance, future potential and/or achievement of University goals and objectives.
 5. Recommendation regarding relevant personnel actions. An evaluation form which is recommended for the conduct of employee evaluations under this Article is attached hereto as Appendix A. This form may be used in connection with any evaluation required under this Article. Evaluation forms other than the form attached hereto as Appendix A may be used in connection with the evaluation requirements of this article.
- C. Evaluations of all unit members shall be conducted annually within the sixty (60) day period prior to a unit member's job entry date. In the event that a unit member's job entry date and the sixty (60) day period preceding it are not within the unit member's work year, the evaluation for such unit member shall be conducted during the final sixty (60) days of the work year.

- D. The supervisor responsible for the conduct of the evaluation shall meet with the unit member to discuss the unit member's performance.
- E. A copy of the final written evaluation shall be provided to the unit member within seven (7) calendar days of its completion by the supervisor.
- F. The unit member shall sign and return a copy of the evaluation to the supervisor within seven (7) calendar days of its receipt by the unit member only for the purpose of acknowledging receipt of the evaluation. An unsigned copy of the written evaluation shall be placed in the personnel file if a copy of the evaluation is not signed and returned within the seven (7) day period.
- G. The unit member shall have the right to append a written response or comments to the evaluation after receipt of the final written evaluation.
- H. The evaluation and timely response, if any, shall become part of the personnel file.
- I. If, within 30 days following a unit member's job entry anniversary date, the University has not completed an evaluation in accordance with Sections C-F of this Article, the unit member's performance shall be considered satisfactory for the year. If a unit member is eligible for a step increase on the job entry anniversary and an evaluation has not yet been completed, the step increase shall be implemented.

The Employee Self-Assessment portion of the revised UMS Classified Employee Evaluation Form shall be totally voluntary and employees shall suffer no reprisals or pressure from supervisors to complete this Section.

ARTICLE 8 - POSITION REVIEW AND RECLASSIFICATION PROCEDURE

- A. In the event that a unit member believes that his or her duties are significantly different from those outlined in the unit member's official job description, the unit member may request a position review. Official forms to request a position review shall be made available at designated offices on each campus.
- B. The unit member shall submit a completed and signed position review request form and questionnaire outlining the unit member's current job duties and responsibilities to his or her appropriate supervisor. The unit member's immediate supervisor shall complete the supervisor's responses to the position questionnaire and forward the request form and questionnaire within twenty (20) working days for consideration to such administrative officers as the University deems appropriate. Failure to comply with the request within twenty (20) working days shall have no effect on the disposition of the position review. A copy of the request shall be given to the unit member at the time that it is forwarded to Human Resources.
- C. If the designated administrative officer(s) at the campus disapprove(s) the position review, the unit member shall be provided with a written statement of the reason(s) for denial of the position review.
- D. In the event that the request for position review is approved by designated administrative officer(s) at the campus, a position audit shall be scheduled. The position audit shall include a review of the questionnaire outlining the unit member's current job duties and responsibilities. The audit also may include an on-site evaluation.
- E. The audit shall result in findings as to whether the duties being performed by the unit member are significantly different from the duties outlined in the official job description for the unit member's job classification. Such findings shall be made in accordance with existing criteria and shall be submitted to administrative officers designated by the University, who shall determine, if warranted, whether the unit member shall be reclassified or assigned duties which conform to the official job description for the classification. Such determinations shall be forwarded to the unit member.
- F. The wage rate for unit members who are reclassified to another job classification shall be determined in accordance with Article II.
- G. The effective date of an approved reclassification shall be the date that the completed position review request form and position questionnaire were submitted to the appropriate supervisor by the unit member.
- H. The unit member's merit review date shall be the effective date of the reclassification, except that the unit member's merit review date shall not change in the event of a reclassification to a classification in the same wage band.
- I. The University shall process all position review requests within ninety (90) days from the date that the request is received by the campus Human Resources Office.

- J. A grievance regarding the results of a position review may be initiated at step 2 of the grievance procedure, as set forth in Article 10, Section C, within twenty (20) days after notification of the results.

ARTICLE 9 - WORK WEEK, WORK SCHEDULE, AND WORK ASSIGNMENTS

- A. 1. The work week for full-time regular unit members shall be a forty (40) hour week, not including unpaid meal periods.
2. Work schedules shall be determined by the University. In the event that a unit member's regular work schedule is changed to a different regular work schedule by the University, the University shall inform the unit member of the change at least fourteen (14) days prior to its effective date. Such changes in work schedule shall only be made for bona fide program or financial reasons. In the event the new work schedule will cause the unit member substantial personal hardship, and he/she has more than four (4) years of University service, then he/she may displace another unit member, according to the provisions of Article 22, Section B.4.
3. Full-time regular unit members, in addition to the unpaid meal period, will be allowed two (2) fifteen (15) minute paid rest periods (i.e. from the time an employee stops working to the time he/she resumes working) on each regular workday, which will be scheduled by the appropriate supervisor. Part-time regular unit members, except those required to remain on the job continuously for their workday, will be allowed one (1) fifteen (15) minute rest period (i.e. from the time an employee stops working to the time the employee resumes working) on each regular workday, which will be scheduled by the appropriate supervisor.
4. The University supports the use of flexible schedules by unit members when campus administration determine that flexible schedules may be in the best interest of the University. In the event that the University intends to exercise its authorities under other sections of this Agreement to permit flexible schedules by unit members, on a University-wide or campus-wide basis, the University will provide affected unit members and the Association with an opportunity to comment thereon.
5. Telecommuting arrangements for unit members shall be in accordance with Appendix G.
- B. 1. When the University determines that work by unit members on an overtime basis is required, it will make reasonable efforts to equitably distribute such work to qualified unit members working in the affected office or other similar work area.
2. Unit members required by the University to be in active pay status more than forty (40) hours in any work week shall be compensated for such time over forty (40) hours at one and one-half (1 ½) times the base rate of pay. The University may choose to provide such compensation in the form of paid time off, which shall be granted on the basis of one and one-half (1 ½) hours of time off for each hour of overtime worked.
- Compensatory time usage shall be at the discretion of the unit member, subject to supervisory approval. Requests for usage shall be submitted as far in advance as possible. Supervisory approval shall not be unreasonably withheld or denied.
3. Compensatory time earned shall be taken subject to supervisory approval. Such approval shall not be unreasonably denied.
4. No unit member shall be permitted to carry forward more than forty (40) hours of compensatory time from one pay period to the next. If, at the end of any pay period, a unit member has accumulated more than forty (40) hours of compensatory time, the University shall pay the unit member for the accumulated hours in excess of forty (40) hours at the unit member's straight time rate of pay.
5. In the computation of eligibility for overtime pay or compensatory time, any hours paid for but not worked which are included in the regular work schedule shall be counted.
6. The University shall not unilaterally change a unit member's regular work schedule for the sole purpose of avoiding the payment of overtime compensation.
7. The University will record compensatory time earned, used and accumulated, and will supply this information to each unit member at least biweekly.
- C. Where a unit member is assigned work by two (2) or more persons, it shall be the responsibility of the unit member's appropriate supervisor to resolve conflicts in work assignments which arise.

- D. The University may appoint a unit member to a non-renewable fixed length appointment for a specified duration which shall not exceed two (2) years. Employment shall be for the length of the appointment except in the case of termination for just cause. Non-renewable fixed length appointments which are extended beyond two (2) years shall result in a continuing appointment unless mutually agreed otherwise by the Association and University. The provisions of Article 22 of this Agreement shall not be applicable to such employees. In the event unit members, appointed to a non-renewable fixed length appointment, are reappointed to a continuing appointment without a break in service, their seniority date shall be established as the original date of hire as a regular employee.
- E. 1. A full-time regular unit member with five (5) full-time equivalent years of continuous service may request a reduction in work schedule when it is mutually beneficial to the University and the unit member and be eligible for certain pro-rated benefits available to full-time regular unit members as described in Articles 12, Sections A.3. and B.3.; 13, Section B.; 21, Section B.2. and 22, Sections C and D. The work schedule reduction shall be to no less than one-half (1/2) time to be eligible for pro-rated benefits. The work schedule reductions shall be for an indefinite duration with no right to return to full-time regular status unless specifically agreed to in writing between the University and the unit member at the time the reduction occurs. Requests by unit members for work schedule reductions shall be made at least two (2) months prior to the requested effective date. This time limit may be waived by the campus. Final approval or disapproval of work schedule reduction requests shall be at the sole discretion of the campus president or the president's designee and communicated to the unit member in writing.
2. The provisions of Section E.1. regarding eligibility for certain pro-rated benefits available to full-time regular unit members shall apply to part-time regular unit members with the full-time equivalent of five (5) years of continuous service who have had work schedules reduced from full-time regular work schedules in accordance with Section A.2. of this article.
3. The provisions of section E.1. regarding eligibility for certain pro-rated benefits available to full-time regular unit members shall apply to part-time regular unit members who have the full-time equivalent of five (5) years of continuous service (e.g. ten (10) years of half-time service.)

ARTICLE 10 - GRIEVANCE PROCEDURES

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

A. Definitions:

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

B. Informal Procedure:

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

C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussion the grievant, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the designated administrator the written signed grievance form (Appendix B). Upon receipt of the written grievance, a grievance number shall be obtained from the Office of Human Resources and assigned to the grievance by the administrator. A grievance so presented shall be answered in writing within ten (10) days of receipt of the grievance.

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

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

Step 4: a) In the event a grievance is not satisfactorily resolved at Step 3 of the Grievance Procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 3 answer or the date the answer is due, if no answer is provided. The parties shall confer within ten (10) days to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator, the grievance will be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association.

b) The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.

c) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the University, the Association and any and all affected unit members.

d) An arbitrator may award lost compensation where appropriate, but the arbitrator may not award other monetary damages or penalties.

e) The arbitrator may award an appropriate remedy when a violation of the Agreement has been determined.

D. Duplicate Proceedings:

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

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

1. No reprisals shall be taken by either the grievant, Association, or the University against any participant in the grievance procedure by reason of such participation.

2. A unit member may be represented at any level of the grievance procedure only by an Association designated representative, or professional staff or counsel of the Maine Education Association.

3. When a unit member is not represented by the Association at Steps 1 and 2, the Association shall have the right and a reasonable opportunity to be present and to state its views at any meeting between the grievant and the University after the submission of the written signed grievance form.

4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the unit members.
5. The forms which must be used for filing a grievance (Appendix B and C) shall be prepared by the University and supplied to unit members and the Association.
6. In all grievances at Steps 2 and 3 the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. A meeting shall be held at Step 3 upon the request of either party. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting at Step 2 may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Association representatives involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
7. In the event that a grievance is not timely answered by the University at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
8. The costs of arbitration will be borne equally by the University and the Association. Such shared costs shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
9. The University shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in the case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives.
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.
13. Acts or omissions which occurred prior to this Agreement shall neither be grievable nor be evidence of a violation of any term of this Agreement.

ARTICLE II - WAGES AND OVERTIME

All references to "anniversary date" in this Article shall mean job entry anniversary date.

- A.
 1. The rates on the FY09 COLT wage schedule shall remain in effect through June 30, 2011. The wage schedule shall be titled the FY2010-FY2011 wage schedule. Effective July 1, 2009, all unit members shall be placed on the FY2010-FY2011 wage schedule in the band, step and hourly rate they held as of June 30, 2009.
 2. Effective July 1, 2009 through June 30, 2010, a unit member with satisfactory performance and whose hourly rate is below the top step for the wage band applicable to the classification, will be placed on the next higher step in the appropriate wage band of the FY2010-FY2011 Wage Schedule on the second anniversary, and subsequent even numbered anniversaries of appointment to the current classification. The effective date of the increase will be the anniversary date.
 3. Effective July 1, 2010, through June 30, 2011, a unit member with satisfactory performance and whose hourly rate is below the top step for the wage band applicable to the classification will be placed on the next higher step in the appropriate wage band of the FY2010-FY2011 Wage Schedule on the second anniversary, and subsequent even numbered anniversaries of appointment to the current classification. The effective date of the increase will be the anniversary date.
 4. A unit member who is denied step movement based upon unsatisfactory performance on their annual

evaluation who then successfully completes a performance improvement plan shall receive the step increase upon completion of the plan and achieving satisfactory performance. The step increase shall be on the date of successful completion of the plan. The anniversary date for future step increases shall not change.

5. Employees whose current hourly wage rate exceeds the top step of the wage band are not entitled to further step movement.
6. The following conditions apply to all wage increases:
 - a. A unit member must be actively employed as of the pay period in which an increase is processed to be eligible for the increase and any retroactive pay.
 - b. Unit members at the maximum (highest numbered) step for the appropriate wage band or whose hourly rate exceeds the maximum for the band are not entitled to further step movement. However, effective July 1, 2009 through June 30, 2011, a unit member with satisfactory performance who is at the maximum (highest numbered) step for the appropriate wage band or whose hourly rate exceeds the maximum for the band will receive a one-time, non-base payment in lieu of a step equal to 1.5% of the employee's annual base salary on the second or subsequent even-numbered anniversary of appointment to the current classification.
7. New regular unit members will be placed on a step that pays a minimum starting rate not to be less than \$9.50 per hour.
8. There shall be no entitlement to further step advancement beyond the June 30, 2009 expiration date of this Agreement and employees shall remain at their respective step until such time as further step movement is provided for in a successor collective bargaining agreement.
9. The Association and the University specifically agree that no unit member shall receive any hourly rate increase beyond the expiration date of this Agreement, except in the case of promotions described in Section B, or reclassification described in Article 8.
- B. Unit members who are promoted to a different job in a higher wage band shall be placed on the step of the new wage band of the C.O.L.T. Unit Wage Schedule that provides at least a 5% increase to their hourly rate.
- C. Unit members who are demoted to a different job in a lower wage band shall have their new hourly rate established in the following manner:
 - a. calculate the percentage of the current hourly rate of the current Start Step;
 - b. apply the resulting percentage to the Start Step in the new wage band.
 - c. and, place on the step that provides at least the calculated rate.
- D. Unit members who are transferred to another classification in the same wage band shall retain the same hourly rate as they received in the previous job.
- E. The evaluation date for unit members who are promoted, demoted or transferred to a substantially different classification shall be the effective date of the promotion, demotion or transfer. The evaluation date for unit members who are transferred within the same classification or to another classification in the same wage band which is not substantially different shall not be changed.
- F. The University will pay a shift differential of forty (40) cents per hour to any unit member who works a normally scheduled shift the majority of which falls between the hours of 5:00 p.m. and 8:00 a.m. Such differential will be applicable to all hours of such shift and is in addition to the unit member's regular rate of pay.
- G. Whenever two or more premium rates may appear applicable to the same hour or hours paid there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.
- H. Effective sixty days following execution of this agreement, all unit members shall receive pay checks by means of direct deposit/electronic funds transfer to the employee's account at a financial institution.

ARTICLE 12 - INSURANCE

- A. 1. The University will provide the current health plan, as modified below, or a comparable plan for all full-time regular unit members. Unit members will pay 11.25% of the total premium cost for single coverage and 13.25%

of the incremental premium cost for any dependent coverage. The employees' last dollar amount, based on the actual 2011 premium will continue at that fixed dollar amount until a successor agreement is negotiated.

Full-time employees shall have premium payments listed below deducted bi-weekly from their pay for health coverage effective July 1, 2009:

July 1, 2009-December 31, 2009				
Comprehensive	Total Monthly Premium Cost	Bi-Weekly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$534.30	\$27.74	\$6,411.60	\$721.24
Single Plus One	\$1,175.48	\$66.96	\$14,105.76	<u>\$1,740.96</u>
Family Coverage	\$1,495.99	\$86.55	\$17,951.88	\$2,250.30

Point of Service	Total Monthly Premium Cost	Bi-Weekly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$502.44	\$26.09	\$6,029.28	\$678.34
Single Plus One	\$1,105.34	\$62.96	\$13,264.08	\$1,636.96
Family Coverage	\$1,406.79	\$81.40	\$16,881.48	\$2,116.40

January 1, 2010-December 31, 2010				
Comprehensive	Total Monthly Premium Cost	Bi-Weekly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$587.73	\$30.52	\$7,052.76	\$793.52
Single Plus One	\$1,293.03	\$73.65	\$15,516.36	\$1,914.90
Family Coverage	\$1,645.59	\$95.21	\$19,747.08	\$2,475.46

Point of Service	Total Monthly Premium Cost	Bi-Weekly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$552.68	\$28.70	\$6,632.16	\$746.20
Single Plus One	\$1,215.87	\$69.25	\$14,590.44	\$1,800.50
Family Coverage	\$1,547.47	\$89.53	\$18,569.64	\$2,327.78

January 1, 2011-December 31, 2011				
Comprehensive	Total Monthly Premium Cost	Bi-Weekly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$675.89	\$35.09	\$8,110.68	\$912.34
Single Plus One	\$1,486.98	\$84.70	\$17,843.76	\$2,202.20
Family Coverage	\$1,892.43	\$109.49	\$22,709.16	\$2,846.74

Point of Service	Total Monthly Premium Cost	Bi-Weekly Employee Share	Total Yearly Premium Cost	Total Yearly Employee Share
Single Coverage	\$635.59	\$33.00	\$7,627.08	\$858.00
Single Plus One	\$1,398.26	\$79.64	\$16,779.00	\$2,070.64
Family Coverage	\$1,779.59	\$102.96	\$21,355.08	\$2,676.96

Assumes premium rate increase of 15% and SOP at 2%. Employee share will be 11.25% of single premium and 13.25% of dependent coverage calculated on the actual premium for each year.

2. Health Insurance Premium Rebate

a. If during the term of this agreement the UMS Group Health Plan continues to operate on a self-insured basis and the total aggregate premium amount for the two-year period January 1, 2009 through December 31, 2010 exceeds the total aggregate costs paid to the insurer for the same period for claims and other expenses by equal to or exceeding 1%, unit members will receive a proportionate rebate of premiums paid based upon their level of coverage at the time the rebate is paid. The rebate will be paid no later than June 30, 2011.

b. During the term of the agreement all state and federal health insurance mandates, including those regarding mental health services, that would be applicable to employee coverage under insurance plans provided by the University by way of regulated insurance carriers, shall be applicable to the UMS Group Health Plan plans covering unit members under this terms of this Agreement.

3. Prescription Drug Plan –

a. There shall be a three (3) tier plan per 30 day supply: \$10.00 for *Tier 1* medications, \$25.00 for *Tier 2* medications and \$40.00 for *Tier 3* medications.

b. A mail order option is available through the Healthcare Provider that provides for receiving a 90 day supply of medications for two (2) co-pays. In addition, the 90 day supply for two (2) co-pays may be obtained from local pharmacies who participate in the mail match program with the Healthcare Provider.

c. Maximum out of pocket expenses for prescription co-payments shall be \$1,300 for individuals and \$1,950 for families.

4. Wellness Incentive. Unit members may participate in a wellness incentive program in order to receive a credit toward the employee share of the health insurance premium during the term of this agreement. This program is available to all unit members who are enrolled in the University health plan.

Year 1 (beginning as early as possible in the year)

If the employee completes requirements 1 and 2 listed below in the Year 1 Program requirements the employee will receive a one-time one hundred (\$100) dollar credit towards employee health premium contributions for calendar year 2010.

Year 1 Program Requirements:

1. Employees will need to obtain key bio-metric data (e.g. BP, BMI, Lipids)
 - o UMS will run “know your #'s” clinics for bio-metrics, OR
 - o Employee can have tests done by their own Doctor
2. Employee voluntarily completes the Anthem BCBS on-line HRA
 - o Must complete entirely
 - o Must indicate a willingness to accept telephonic coaching

Year 2 (CY II):

If the employee completes all three of the requirements specified below in Level 1 of the Year 2 Program Requirements he/she will receive a one-time one hundred (\$100) dollar credit towards employee health premium contributions for calendar year 2011.

In addition, if as a result of completing Level 1, the employee is contacted by a nurse coach and completes the requirement specified below in Level II of the Year 2 Program Requirements, he/she will receive an additional one-time one hundred (\$100) dollar credit towards employee health premium contributions for calendar year 2011.

Year 2 Program Requirements:

Level I –

1. Employees will need to obtain key bio-metric data (e.g. BP, BMI, Lipids)
 - a. UMS will run “know your #'s” clinics for bio-metrics, OR
 - b. Employee can have tests done by their own Doctor
2. Employee voluntarily completes the Anthem BCBS on-line HRA
 - a. Must complete entirely
 - b. Must indicate a willingness to accept telephonic coaching
3. Employee voluntarily participates in two (2) wellness activities such as lunch and learns, walking, nutrition, yoga, weight watchers, etc.

Level II –

1. If contacted by nurse coaches, the employee agrees to participate in the nurse/health educator based disease management program for a minimum of 6 months
5. Effective January 1, 2010 the dollar limit for benefits for smoking cessation prescriptions will be removed.
 6. a. For part-time regular unit members who are regularly scheduled to work at least twenty (20) hours per week, the University will make available personal and spouse and/or family health insurance coverage equivalent to the coverage which is available to full-time regular unit members. The University will pay one-half (1/2) of the premium cost for the unit member's personal coverage and one-half (1/2) of the premium cost for the spouse or family coverage.
 - b. Part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3 shall be eligible for group health coverage as described in Section A.1. Participating unit members shall pay any premium for which full-time regular unit members are responsible.
 7. For part-time regular unit members who are regularly scheduled to work at least 30 but less than 40 hours per week, the University will make available personal, spouse and family health insurance coverage equivalent to the coverage which is available to full-time regular unit members. The University will pay sixty percent (60%) of the premium cost for the unit member's personal coverage and sixty percent (60%) of the premium cost for the spouse or family coverage.
 8. University representatives will meet with designated Association representatives to explain the factors underlying any increase in premium amounts.
- B.
1. The University will provide for all full-time regular unit members the existing or equivalent basic life insurance coverage. The premiums for this insurance shall be paid in full by the University.
 2. For part-time regular unit members who are regularly scheduled to work twenty (20) or more hours per week, the University will provide life insurance coverage equivalent to the basic life insurance coverage which

is provided to full-time regular unit members. Premiums for this insurance will be paid in full by the University.

3. Part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3 shall be eligible for life insurance coverage equivalent to the basic life insurance which is provided to full-time regular unit members. Unit members shall pay for any premium for which full-time regular unit members are responsible. Basic life insurance will be based on the unit member's reduced part-time wages.
- C. The University will maintain for all full-time regular unit members the existing or equivalent travel insurance, accidental death and dismemberment insurance, long-term disability insurance, and Workers' Compensation. The cost for these insurances will be borne by the University and/or unit members in accordance with existing practice.
- D. 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.
- E. The University will provide a dental plan. The University will pay 100% of the premium for the regular, full-time employee. Part-time regular employees shall pay one half of the premium cost for their coverage. The employee may enroll eligible dependents by paying the difference between the plan cost for an employee and the cost for the coverage desired.
- F. The Association may have three (3) unit members to attend meetings of the Joint Health Options Committee with paid release time during working hours.

ARTICLE 13 - RETIREMENT

- A. The University will provide for all full-time regular employees and part-time regular unit members who meet the criteria established under Article 9, Section E.1, 2, or 3, the existing or equivalent retirement plans.
- B. DEFINED BENEFIT PLAN
1. The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) shall be amended as agreed by Associated C.O.L.T. Staff of the Universities of Maine and the University of Maine System effective May 1998 and January 1, 2001, and shall conform to trustee determined appropriate Employee Retirement Income Security Act of 1974 (ERISA) standards. Plan participants are eligible unit members who elected to continue participation in this program as of July 1, 1998.
 2. a. The University agrees to provide for COLT unit members, who are participants in the defined benefit plan, a voluntary defined contribution retirement plan, in accordance with Section 403(b) of the Internal Revenue Code. The University shall contribute one percent (1%) of a unit member's base wages for each 1% (one percent) any unit member contributes of his/her annual base wages, up to a maximum University contribution of four percent (4%). Participating unit members shall make contributions in whole number percentages. TIAA-CREF or other approved vendor shall administer payroll deducted funds which shall be remitted by the University once monthly.

- b. The University and the Association agree that the plan shall be administered in compliance with applicable plan provisions and amendments, Internal Revenue Service, and TIAA-CREF and other approved vendor guidelines.
- c. Unit members covered under the defined contribution retirement plan shall be allowed to use the same approved Alternate Vendor options available to Faculty and Professional members in the retirement plan.
- d. Unit members upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations

C. DEFINED CONTRIBUTION

- 1. For newly hired unit members, participation in the defined contribution retirement plan (The University of Maine System Basic Retirement Plan for Classified Employees) is mandatory during their employment with the University. Unit members must contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution. Eligible unit members covered by the Memoranda of Understanding regarding retirement plans executed on January 29, 2001 and May 6 and 7, 1998 who have completed five (5) years of service may contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution.
- 2. Unit members initially employed on or after January 1, 2010 shall have a four (4) year period from the date of eligibility to participate in the University of Maine System Basic Retirement Plan for Classified Employees for the purpose of vesting the University of Maine System's retirement contribution. Unit members employed on or after January 1, 2010 who leave University service, unless the vesting period is satisfied, have no right to ownership of any funds contributed by the University of Maine System or any right to otherwise use those funds in any fashion. Upon separation of the unit member prior to completion of four (4) years of continuous, regular service from the date of eligibility to participate in the retirement plan, University contributions shall revert to the University.
- 3. In the beginning of the fifth year of employment, on or after July 1, 2006, the University will contribute six percent (6%) of a unit member's base wage with the employee contributing a minimum of one percent (1%) during their employment with the University thereafter. The University, in addition to this six percent (6%), will continue to match dollar for dollar up to a maximum of four percent (4%) an eligible unit member's contribution. Participating unit members shall make contributions in whole number percentages. Basic Plan Providers shall administer payroll deducted funds which shall be remitted by the University once monthly.
- 4. Unit members covered under the defined contribution retirement plan shall be allowed to use the same approved Alternate Vendor options available to Faculty and Professional members in the retirement plan.
- 5. 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.
- 6.
 - a. Unit members participating in the plan as of December 31, 2009 upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.
 - b. Unit members who are initially employed on or after January 1, 2010 and who are subject to the vesting period described in Section C.2, upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their employee contributions and related earnings to the defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations. Such unit members may withdraw employer contributions and earnings on those amounts only after completion of the vesting period.D. Unit members may elect to purchase, at their own expense,

tax-sheltered investments, subject to any limitations and conditions determined and established by the University, up to applicable Internal Revenue Service limits.

- E. When eligible unit members retire, group health plan participation will be in accordance with University retiree policy in effect at that time.
- F. Retirement Incentive
1. Unit members who are age 60 or older and who have 20 or more years of continuous regular service as of the date of retirement, no later than June 30, 2010, will be eligible for the University Retirement Incentive outlined below.
 2. In addition to the requirements listed in Section F.1 above, to be eligible for the retirement incentive a unit member must submit a written notice of intention to retire by January 4, 2010, and must retire by June 30, 2010.
 3. A unit member shall make a one-time, irrevocable election prior to the date of retirement to receive the retirement incentive as either a payment of \$10,000 or a retiree health benefit.
 - a. A unit member who elects the \$10,000 payment will receive a one-time lump sum retirement incentive payment of \$10,000 to be paid in the month following the date of retirement. The unit member may elect to contribute this amount to a retirement account on an after tax basis or through a salary reduction agreement or to receive the payment as taxable income. All payments will be in accordance with requirements of the retirement vendor, retirement plan provisions and the regulations of the Internal Revenue Service.
 - b. A unit member who elects a retirement incentive in the form of a retiree health insurance benefit may select one (1) of the following three (3) options:
 - i. Eighteen (18) months of single health coverage at active employee rate, OR
 - ii. Nine (9) months of 2 person health coverage at active employee rate, OR
 - iii. Seven (7) months of family coverage at active employee rate.
 4. The university may request that an employee defer the retirement date for up to one year (no later than June 30, 2011) if the university determines the unit member provides essential services. A unit member who agrees to defer the date of retirement will retain eligibility for the retirement incentive described above at the time of retirement. The university's decision about whether to request a unit member to defer retirement shall not be grievable.

ARTICLE 14 - SICK LEAVE

- A. Full-time regular unit members shall accumulate 4.62 hours of sick leave for each bi-weekly pay period of continuous service or major portion thereof. Such accumulation shall continue during pay periods in which the full-time regular unit member with the approval of the University works a reduced number of hours not less than twenty (20) hours per week, provided that such pay periods do not exceed one third (1/3) of the pay periods in the unit member's work year. If a full-time regular unit member is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week, sick time earned shall be prorated. When a unit member's schedule is reduced from full-time to part-time or to less than twelve (12) months per year and the unit member has a sick leave balance exceeding the pro-rated maximum, the unit member shall not forfeit the excess. The unit member shall not accrue additional sick leave until the balance has been reduced to less than the pro-rated maximum. Thereafter, the unit member shall accrue sick leave in accordance with this section, subject to the pro-rated maximum.
- B. Part-time regular unit members shall accumulate 4.62 hours of sick leave for each eighty (80) hours worked and for which compensation is paid. Pro-rated sick leave based on the aforementioned formula shall be credited to part-time regular unit members each bi-weekly pay period.
- C. Full-time regular unit members may accumulate a maximum of one thousand four hundred forty (1,440) hours of sick leave. The maximum accumulation for unit members working less than forty (40) hours per week shall be prorated.
- D. Pay for sick leave used will be computed on the basis of the hours scheduled to work times the hourly rate of pay. Sick leave used will be recorded in one-half (1/2) hour intervals.
- E. Sick leave shall not be accrued after a unit member is on Workers' Compensation for three (3) months, or when a unit member is on an unpaid leave of absence, layoff, or long term disability.

- F. In cases where there are reasonable grounds to suspect sick leave abuse, or where an illness exceeds five (5) work days in duration, the University may require the submission of a written statement by a qualified physician regarding the sickness or illness prior to the payment of sick leave to a unit member.
- G. Unit members shall make every effort to notify the appropriate supervisor of their inability to report to work as soon as possible prior to the start of the workday.
- H. 1. In cases of serious illness, an eligible unit member whose absence exceeds three (3) months shall be required to make application for total disability benefits if the medical prognosis indicates a disability of qualifying duration. In cases of serious illness of unit members with more than two (2) years of seniority, leave without pay shall be granted for up to the duration of the illness, not to exceed a period of six (6) months of paid and unpaid leave. Such unit members may be granted additional leave without pay, not to exceed a total of twelve (12) months of paid and unpaid leave. For unit members with two (2) years of seniority or less, leave without pay may be granted for up to the duration of the illness, not to exceed a total of twelve (12) months of paid and unpaid leave. Unit members who are placed on leave without pay for reasons of personal illness shall have the rights and responsibilities described in Article 18, Leave of Absence, Section C., except that eligibility for long term disability benefits shall be retained to the extent permitted under the existing or equivalent long term disability insurance plan. In the event the unit member is placed on leave without pay, he or she may make a written request to his or her appropriate supervisor for an advance of sick leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his/her recommendation to the campus president or his/her designee. The president or designee may receive other recommendations regarding the request from such individuals as he or she determines to be appropriate. The president or designee shall have the sole discretion to accept or reject the request, and his/her decision shall be final and shall not be grievable, except in cases of alleged discriminatory treatment.
2. Upon the unit member's return to work, the amount of sick leave advanced shall be repaid by the unit member on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination.
- In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. If a unit member received both disability benefits and disability leave pay for the same period of time, the unit member shall repay the disability leave pay to the University.
3. An employee receiving long term disability (LTD) payments and who is able to work on a part-time basis shall be allowed to use accrued disability leave to supplement the difference between the LTD payments received and the unit member's regular salary.
- I. Accumulated sick leave may be used for routine medical or dental appointments provided that the unit member is not able to schedule the appointment outside of his or her working hours and adequate notice is given.
- J. Subject to supervisory approval, accumulated sick leave up to a maximum of one-half (1/2) of the total accumulated, may be used in the event of serious illness or death in the unit member's immediate family. Immediate family shall be defined as spouse, significant other in the household, children, parents, grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law. This provision is for those emergency situations where the nature of the illness or family conditions are such that the unit member must be available to care for the family member, or in the event of death, to attend to the details related thereto. Approval for such use of sick leave will not be unreasonably denied.
- K. The University will record sick leave earned, used, and accumulated, and will supply this information to each unit member at least biweekly.
- L. The amount of sick leave accumulated by a unit member at the time of retirement, up to a maximum of one thousand four hundred forty (1,440) hours, shall be credited, as if compensation were paid for such accumulated leave, for purposes of determination of the unit member's non-contributory retirement benefit.

ARTICLE 15 - BEREAVEMENT AND FUNERAL LEAVE

- A. Unit members will be granted a maximum of five (5) paid work days leave in the event of a death in their immediate family or household. For the purpose of this paragraph only, if additional time away from work is needed, a unit member may use accumulated sick leave up to a maximum of one-half (1/2) of the total sick time accumulated.
- B. For the purpose of this Article "immediate family" is defined as spouse, significant other, children (or person for whom the unit member acted as a parent), parents (or person who acted as the unit member's parent when the employee was a child), grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.
- C. Unit members will be granted paid funeral leave, by the appropriate supervisor, to a maximum of one (1) workday to permit an employee's attendance at the funeral of any of the unit member's aunts, uncles, nieces or nephews. Up to an additional two (2) days of paid funeral leave may be granted by the appropriate supervisor if extended travel is required in order to attend the funeral. The unit member may supplement funeral leave with accrued annual leave or compensatory time with supervisory approval.

ARTICLE 16 - MILITARY LEAVE

Unit members who are members of the National Guard or the Military Reserve will be granted a leave of absence when ordered to active duty for training. Such unit members will receive their normal University pay while on military leave, not to exceed seventeen (17) working days per fiscal year and shall accrue sick and annual leave during such periods of absence not exceeding seventeen (17) days. All military duty must be authorized by the Governor or under the provisions of the National Defense Act.

ARTICLE 17 - JURY AND WITNESS LEAVE

- A. Unit members who are summoned to serve on a jury panel will be granted a leave of absence for the period of such service. The University will pay any such unit member his or her regular base pay for the first ten (10) working days of jury duty. If a unit member is required to serve more than ten (10) working days of jury duty, the University will pay any such unit member the difference between his or her regular base pay and jury duty pay, exclusive of travel, for any period, following the initial two weeks of jury service, during which the unit member is unable to work because of such jury service. If the unit member is released from jury duty prior to or within the first four (4) hours of his or her scheduled work shift on any day, the unit member shall return to work unless, in the judgment of the University, such return would impose an unusual hardship on the unit member.
- B. Unit members who are subpoenaed as witnesses in any legal proceeding will be granted a leave of absence for the period of such service. The University will pay any such unit member the difference between his or her regular base pay and witness pay, exclusive of travel, for any period during which the unit member is unable to work because of such service as a witness with the exceptions of litigation involving the University where a unit member is called by a party other than the University or a unit member's personal litigation.

ARTICLE 18 - LEAVE OF ABSENCE

- A. Unit members shall be eligible for leave of absence without pay for urgent and compelling personal business. Periods of absence, not to exceed three (3) work days per fiscal year, may be granted. A request for this leave must be submitted by the unit member to the appropriate supervisor, which request shall be made in writing where practicable. The unit member must obtain the supervisor's approval prior to commencement of the leave.
- B. Unit members shall be eligible for extended leaves of absence without pay for personal reasons other than personal illness including but not limited to leave for the purpose of further education or leave on the occasion of the birth of a child to a unit member or the adoption of a child by a unit member. A written request, with reasons for this leave, must be submitted at least forty-five (45) days in advance by the unit member to the appropriate supervisor. This time requirement may be waived by the supervisor. A request for leave of this nature shall require approval, in advance, by designated administrator(s). A maximum period of unpaid personal leave of twelve (12) consecutive months may be requested by a unit member. The designated administrator shall have the sole discretion to accept or reject the request and his/her decision shall be final and shall not be grievable as long as the decision by the University to grant or deny a leave of absence without pay is based on considerations such as the

University's ability to replace the unit member during the period of leave, and the necessity of the leave to the unit member.

- C. While on the leave of absence described in paragraph B, the unit member will not accumulate sick leave, annual leave, holiday pay or be eligible for tuition waiver or long term disability benefits. If the duration of the leave is longer than (6) months, the unit member's merit review date shall be adjusted by the length of the leave. Unit members may at the time of the approval of the leave, but prior to commencement of the leave, make arrangements to maintain life and health insurance coverage. Premiums for such insurance during the period of the leave must be paid by the unit member in full on a monthly or prepaid basis; except in the case of leaves granted for the purpose of participating in an educational program related to the unit member's current position, the University shall contribute its proportionate share to insurance programs. Full-time regular unit members who are participants in the non-contributory retirement plan will maintain their membership in the plan during the period of the leave although no additional benefits will be accrued. Time spent on leave will be credited for the purposes of seniority computation. Upon return from leave of absence pursuant to this Article, a unit member shall receive any non-discretionary pay increases which he or she would have been entitled to had he or she not been on leave. If the leave is for a period exceeding ninety (90) days, the unit member's rights regarding reemployment shall be established in advance by mutual agreement of the unit member and designated administrator(s) and set forth in writing as a condition of approval of the leave.

ARTICLE 19 - ADMINISTRATIVE LEAVE AND ADMINISTRATIVE HOLIDAYS

- A. 1. The University, at its exclusive discretion, may declare an administrative leave at a campus or campuses of the University.
2. Any unit member normally scheduled to work during the period of an administrative leave at a campus at which administrative leave has been declared will receive administrative leave pay at the regular rate for such normally scheduled hours, not to exceed the designated length of the administrative leave.
3. a. Any unit member directed by management to work during the period of an administrative leave at a campus at which administrative leave has been declared will be paid at the straight time rate for any time worked during the period of the administrative leave. This pay will be in addition to any administrative leave pay to which the unit member may be entitled under paragraph 2 of this Article.
- b. Any unit member directed by management to work hours which are not included within his or her normal work schedule during a period of administrative leave shall be paid at double the regular hourly rate for any such time worked during the period of the administrative leave.
4. In the event that an administrative leave is called which commences at or prior to the start of a unit member's scheduled work day, any unit member not directed to work shall be provided with reasonable notice not to report for work. In the event that the University fails to give such reasonable notice and as a result a unit member reports fit and ready for work, the unit member, if he or she so requests, shall be guaranteed a minimum of two (2) hours work, which shall be paid in accordance with paragraph A.3 of this Article; or in lieu thereof, shall receive two (2) hours pay at the straight time rate in addition to administrative leave pay as provided in paragraph A.2 of this Article, if no work can be provided by the University. Reasonable notice shall be conclusively presumed to have been given if the University telephones the unit member's home, and/or notifies designated radio station(s) in the area of the campus at least one hour prior to the unit member's starting time. For weather-related administrative leaves, reasonable notice may be given by putting a message on a phone line that unit members have been advised to call for such notifications at least one hour prior to the unit member's starting time. This message shall include instructions regarding the unit member's need to call back regarding delayed openings, if applicable. The two (2) hour guarantee described herein shall also apply to a unit member who has been at work, as regularly scheduled, for less than two (2) hours at the time that administrative leave is called.
5. Any hours paid pursuant to paragraph A.4 of this Article shall not be included in any computation regarding overtime pay.
- B. Administrative holidays may be declared only at the discretion of the Chancellor or his or her designee. Such holidays may be declared in conjunction with such occasions as national observances or regularly scheduled University holidays. The duration of the administrative holiday shall be specified by the Chancellor or his or her designee, but shall not be limited in a manner which arbitrarily excludes any group of unit members from the administrative holiday period. Unit members normally scheduled to work during the period of an administrative

holiday will receive administrative holiday pay at the straight time rate for such normally scheduled hours. Unit members directed by management to work during hours which have been declared to be within the administrative holiday period will be paid at the straight time rate for each hour worked during the period of the administrative holiday in addition to administrative holiday pay. If the unit member is directed to work more than eight (8) hours, the unit member shall receive this pay in lieu of overtime pay.

- C. The unit member may choose, with the consent and approval of the supervisor, to select compensation in the form of time off for any hours worked by a unit member during the period of an administrative leave or an administrative holiday. Such time off shall be granted on a basis equivalent to the pay provisions described in this Article.
- D. The provisions of this Article shall be applicable to any unit member who is normally scheduled to work during the period of an administrative leave or an administrative holiday but who has been excused from work and is on leave with pay under the terms of another provision of the Agreement, except in cases of absence involving Workers' Compensation.

ARTICLE 20 - HOLIDAYS

- A. The following days shall be considered holidays for full-time and part-time regular unit members:

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

Holidays shall be observed on the days designated by the University. The dates of the observance of the holidays shall be communicated to the Association prior to the start of the fiscal year in which the holidays occur.

- B. Holiday pay eligibility does not extend to unit members on an unpaid leave of absence, layoff, long term disability, or worker's compensation. To be eligible for holiday pay, a unit member must be in an active pay status the last hour of the unit member's scheduled work day prior to the holiday and in an active pay status the first hour of the unit member's scheduled work day after the holiday.
- C. A unit member who is regularly scheduled to work on a day designated as a holiday shall receive holiday pay at his or her basic hourly straight time rate times the number of hours regularly scheduled on that day.
- D. Holiday pay is in lieu of other paid leave to which a unit member might otherwise be entitled on the unit member's holiday.
- E. 1. A unit member required by the University to work on a holiday shall be paid the basic hourly straight time rate for each hour worked in addition to the holiday pay to which the unit member is entitled as above described except that on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day the unit member shall be entitled to a premium rate of one and one-half (1 1/2) times the basic hourly straight time rate for each hour worked in addition to the holiday pay as above described.

Unit members at the Fogler Library, University of Maine, who are not assigned to work on a holiday, but elect to do work on a holiday, shall take compensatory time off in lieu of cash for working on the holiday. Compensatory time shall be calculated as described in Article 20.E.2 of this Agreement.

- 2. A unit member who has worked on a holiday may choose to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of one and one-half (1 1/2) hours off for each hour of holiday worked, except that on Martin Luther King, Jr.'s Birthday, Washington's Birthday, Patriot's Day, Columbus Day or Veteran's Day, compensatory time will be granted on the basis of one (1) hour of time off for each hour of holiday worked.
- F. The University shall determine the number and categories of unit members needed for holiday work.
- G. When a holiday falls on a day when a unit member is not regularly scheduled to work, the unit member shall receive holiday pay for the day for a number of hours equal to the length of his or her average regularly scheduled work day at his or her regular straight time rate. The length of the average regularly scheduled work day shall be

computed by dividing the number of hours in the unit member's regularly scheduled work week by five (5). Holiday pay paid to unit members for hours they are not scheduled to work on the holiday shall not be counted in the computation of overtime. The University may choose to grant equivalent time off in lieu of such payment.

ARTICLE 21 - ANNUAL LEAVE

- A. Full-time regular unit members working on a twelve (12) month basis shall earn paid annual leave based upon continuous service in accordance with the following schedule:

Continuous Years of Service	Hours Per Bi-weekly Pay Period Accrual
1 through end of 4	3.7
5 through end of 8	4.62
9 through end of 12	5.54
13 through end of 16	6.47
17+	7.39

Such accumulation shall continue during pay periods in which the full-time regular unit member with the approval of the University works a reduced number of hours not less than twenty (20) hours per week provided that such pay periods do not exceed one-third (1/3) of the pay periods in the employee's work year. If a full-time regular unit member is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week, the annual leave earned shall be prorated.

- B. 1. Part-time regular unit members shall accumulate annual leave on an hourly basis. For each eighty (80) hours worked and compensated for annual leave shall be accumulated according to the following schedule:

Continuous Years of Service	Hours Per Bi-weekly Pay Period Accrual
1 through end of 4	3.7
5 through end of 8	4.62
9 through end of 12	5.54
13 through end of 16	6.47
17+	7.39

Prorated annual leave based on the aforementioned formula shall be credited to part-time regular unit members each bi-weekly pay period.

- 2. Part-time regular unit members who meet the criteria established under Article 9, Section E.1. and 2. shall have annual leave balances carried forward at the time of a work schedule reduction up to the maximum prorated amount of annual leave accumulation allowed. The balance of annual leave not carried forward shall be paid to the unit member.
- C. Effective December 31, 2009, a unit member may carry forward from year to year annual leave not to exceed forty (40) days. The annual carry forward will be applied at the end of the pay period which includes December 31 of each year. An annual leave day for purposes of this paragraph shall be equal to the number of hours in the unit member's regularly scheduled work week divided by five (5). A unit member may request a waiver to carry forward days in excess of forty (40) with the recommendation of the unit member's immediate supervisor and the approval of the System Office of Human Resources. Such requests shall not be unreasonably denied.
- D. Annual leave shall not accrue after a unit member is on Workers' Compensation for three (3) months, or when a unit member is on an unpaid leave of absence, layoff, or long term disability, or becomes separated from the University on or before the middle of a pay period.
- E. All requests to take annual leave shall be submitted by the unit member to the appropriate supervisor as far in advance as possible and shall be subject to approval by the supervisor. Approval shall not be unreasonably withheld or unreasonably denied. If a request is denied, reasons must be provided in writing to the employee upon request.
- F. The University will record annual leave earned, used and accumulated and will provide this information to each unit member at least bi-weekly.
- G. Annual leave used will be recorded in one-half (1/2) hour intervals.

ARTICLE 22 - SENIORITY, LAYOFF AND RECALL

- A. 1. Seniority shall be a unit member's length of continuous regular service since the date of his or her employment at the campus where he or she is currently employed. A unit member with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the unit member's work year. An employee shall have no seniority for the initial six (6) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.
- 2. a. Within thirty (30) days of the execution of this Agreement, the University shall establish a seniority list by department and job classification and job status (e.g. full-time regular or part-time regular), with the unit member with the greatest seniority listed first. The seniority list shall be brought up to date every six (6) months.
- b. Such seniority list(s) shall be posted in all areas where unit members are employed. A copy of such list(s) shall be sent to the Association.
- c. Any objections to the seniority list, as posted, must be reported to the Office of Human Resources within thirty (30) days from the date posted or the list shall stand accepted. Any unresolved objection made in accordance with the foregoing procedure shall be subject to the grievance procedure described in Article 10, Grievance Procedure, commencing at Step 3 thereof.
- B. 1. Layoff shall mean the discontinuance of University employment of a unit member for bona fide financial or program reasons. For purposes of this Article, a unit member with a work year of less than twelve (12) months shall not be considered to be laid off during the months which are not included within the unit member's work year.
- 2. In the event of a need for a layoff within any classification in the unit, unit members within that classification in the department or area affected will be laid off according to seniority if all other qualifications are substantially equal. If seniority is not followed, it shall be the responsibility of the University to demonstrate that a substantial difference in qualifications exists. In any event, affected unit members shall receive at least six (6) weeks notice of layoff, not including annual leave or compensatory time. In addition, unit members with three (3) or more years of continuous service shall receive the following additional weeks of severance pay after active employment ceases based on their length of service:

Continuous Years of Service	Weeks of Severance Pay
3 years to 5 years	1 week
5 years to 10 years	2 weeks
10 years to 15 years	3 weeks
15 years to 20 years	4 weeks
20 years +	5 weeks

This section is not applicable to any unit member whose appointment is the result of soft-money funding.

- 3. In the event there is a posted vacancy at his / her campus, an employee who is to be laid off and who is in the same classification as the posted vacancy shall be placed in the vacancy, provided that the employee has the necessary skills and ability and at least two years of continuous University service. If the employee is deemed to have the necessary skills and ability and elects not to take the vacancy, the employee shall maintain his / her displacement rights described in Section B.4.
- 4. An employee who is to be laid off may displace a unit member of equal job status (e.g. full-time regular or part-time regular) at his or her campus in any classification in the unit in which the unit member to be laid off has previously served satisfactorily, or in any lower paid classification within the job progression in which the employee's classification may be listed in Appendix E, provided the unit member to be laid off:
 - a. has provided notice within five (5) business days that he / she will exercise his / her displacement rights.
 - b. has the necessary skills and ability and has completed at least three (3) years of continuous service at the campus; or

- c. has at least two (2) years but less than three (3) years of continuous service at the campus, and demonstrates that he or she is more qualified than the person, to be displaced;
 - d. provided further, however, that in either event the displaced person shall have the lowest seniority in his or her classification.
 - e. If a unit member is determined not to have the necessary skills and abilities to exercise displacement rights, the University will notify a designated campus Association representative on the same day that the employee is notified.
5. For unit members employed in the Cooperative Extension, the displacement procedures shall be as follows:
 - a. Any unit member being laid off whose office or work location is located within Penobscot County shall exercise his or her displacement rights within Penobscot County in accordance with the displacement procedures described in Article 22, Section B.4 of the Agreement.
 - b. Any unit member being laid off whose office or work location is located outside of Penobscot County shall exercise his or her displacement rights within his or her office or work location in accordance with the displacement procedures described in Article 22, Section B.4 of the Agreement. If the unit member to be laid off is the least senior in the classification within the office or at the work location located outside Penobscot County, the unit member may exercise displacement rights if any, within Penobscot County in accordance with the procedures described in Article 22, Section B.4 of the Agreement.
 6. The selection and displacement procedure described in paragraphs B.2 and 4 above shall not apply in the event of the cessation of employment of a unit member whose appointment is the result of soft-money funding, where such cessation is due to discontinuance of funding from the granting agency. No unit member whose appointment is the result of soft money funding shall be displaced by any other unit member exercising displacement rights in Article 22, Section B. 4.
 7. If a position held by a unit member is eliminated for financial reasons and replaced by a position assigned to a lower wage band and the unit member is demoted into the new position, the unit member may exercise the rights to be placed in a vacancy or to displace another unit member as described in Sections B.3 and B.4.
- C. Full-time regular and eligible part-time regular unit members who have been laid off shall be eligible to participate at their cost in University group life and health insurance for one (1) year following the effective date of layoff.
 - D. Full-time regular unit members who are participants in the non-contributory retirement plan will maintain their membership in the plan for one (1) year following the effective date of layoff, although no additional benefits will be accrued.
 - E.
 1. For two (2) years following the effective date of layoff, a unit member who has been laid off who indicates a desire to be placed on a recall list and who is not otherwise employed in an equivalent University position shall be sent campus position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of his/her current address.
 2. Upon application therefore persons on the recall list will be considered to be internal applicants with respect to such vacancies as are described in Article 23, Section B, except that unit members shall be directly recalled to the same position from which they were laid off if it becomes available.
 3. A unit member who is reemployed in the same position or an equivalent position within two (2) years of the effective date of layoff shall be placed in the same wage band and step obtained prior to the layoff. A unit member on recall will be invited to interview for a position in the same classification from layoff provided he/she possesses the requisite skills, abilities and qualifications for the posted position.
 4. A unit member reemployed in a different position within two (2) years of the effective date of layoff shall be placed in the wage band assigned to the position. Step placement shall be determined by the applicable promotion or non-disciplinary demotion provisions in Article 11.
 5. Unit members reemployed within two (2) years of the effective date of layoff shall retain their seniority accumulated prior to the layoff.
 - F. Unit members who desire to receive University life and health insurance and/or to be placed on a recall list in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of layoff. The University will inform unit members in writing prior to the effective date of

the layoff of their eligibility to continue insurance coverage and to be placed on a recall list and the procedures to exercise either right.

- G. When a layoff is ordered, the University shall notify the Association and shall make available to the Association all relevant information upon request. The University shall notify a designated campus Association representative of any layoff on the same day that affected unit members are notified.
- H. For two (2) years following the effective date of layoff, a unit member who has been laid off and who is on a recall list shall be eligible for the employee tuition waiver benefit described in Article 26.

ARTICLE 23 - POSITION VACANCIES

- A. Whenever a job opening occurs for a position within the clerical, office, laboratory and technical bargaining unit it may be filled by intra departmental promotion, at the discretion of the University. In the event that the University initially elects to limit applicants to regular employees who are employed within the department, all such eligible persons shall be notified of the existence of the opening and provided with an opportunity to apply therefore. If a selection to fill the job opening is made through the procedure described in this section, the most qualified applicant shall be selected. In the event that qualifications are substantially equal, the selection shall be based on seniority.
- B.
 - 1. After completion of the procedures described in Section A of this Article, any notice of any resulting job opening for a position included or leading to inclusion in the clerical, office, laboratory and technical unit shall be posted at the campus where the vacancy exists for five (5) business days prior to posting for external candidates. Such posting shall be accomplished by posting on a website and by either written notice (including e-mail) to each employee at the campus where the vacancy exists or by placing notices on bulletin boards designated by the University. The method(s) of posting, once chosen by a campus, shall be used consistently and shall not arbitrarily be discontinued. All internal applicants who meet the stated minimum qualifications shall be interviewed. In the event 10 or more internal applicants apply for a position; those who best meet the preferred qualifications shall be selected for an interview. Internal applicants shall be interviewed before external applicants, assuming internal applicants are available for interview within a reasonable amount of time. This provision is not applicable when a position is being filled by intra departmental promotion as described in A. above.
 - 2. The most qualified applicant shall be selected to fill such vacancies. In the event that qualifications are substantially equal, the selection shall be based on seniority.
 - 3. Disputes regarding decisions made under paragraph B.2 of this Article shall be subject to the grievance procedure as defined in Article 10 and shall be reviewed in accordance with the following provisions:
 - a. "Internal candidate" shall mean any regular University employee at the campus at which the vacancy exists.
 - b. In the event that no internal candidate is selected, it shall be the responsibility of the University to demonstrate that the successful candidate was more qualified than the internal candidates.
 - c. If an internal candidate is selected and seniority is not followed, it shall be the responsibility of the University to demonstrate that the successful applicant was more qualified.
- C. A unit member who is selected for a job opening under the provisions of this Article shall have no right to apply for other job openings which may arise under this Article in the six (6) month period immediately following his or her selection. A unit member in the initial six (6) months of University employment in a unit position may not make application to other posted unit positions until after completion of the probationary period.

ARTICLE 24 - OUT OF TITLE WORK

Whenever a unit member is continuously assigned for a period of at least one (1) work week by supervision to perform the duties of another classification at a higher wage band, the unit member shall be compensated for the period of the assignment at the rate for the higher classification in accordance with Article 11, Section B.

ARTICLE 25 - ON-CALL AND CALL BACK PAY

- A. Any unit member who is required by supervision to remain within a prescribed time or mileage radius, reachable by phone or pager for a specified period of time in a duty status, available and prepared to return to work immediately if contacted, will be paid at the straight time rate for all such on-call hours. Such hours will be considered as hours worked for the computation of overtime pay.
- B.
 - 1. Any full-time regular unit member called back to work by supervision without prior notice before or after his or her normal work day, or on days which are not included in his or her normal work schedule, shall be paid at the rate of one and one-half (1 1/2) time his or her regular hourly rate of pay for those hours worked outside the normal work schedule. Time will begin when the unit member leaves to return to work and end when the unit member returns home provided that reasonable travel time is claimed.
 - 2. There shall be a minimum of three (3) hours pay at this rate for such call back. If the call back period overlaps the normal work period, the pay rate and status will revert to straight time at commencement of the unit member's normal reporting time, but the three (3) hour guarantee mentioned above shall prevail in this event.
 - 3. When a unit member is called back to work pursuant to this Article, he or she shall be entitled to claim the three (3) hour guarantee only once for each call back.

ARTICLE 26 - TUITION WAIVER

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

- A. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating unit members.
- B. Unit members and dependents must meet any course prerequisites.
- C. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment. However, unit members shall not be charged separately identified admission, student health or student activity fees for courses they enroll in under this program.
- D. Minimum enrollment requirements, established by any University as a necessary condition for offering a course, shall not count unit members toward the number of students required to guarantee the offering of such course. For Summer courses which are self-supporting, dependents who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment.
- E. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the University.
- F. Participation in the tuition waiver program by unit members and dependents will be as follows:
 - 1. Full-Time Regular Unit Member Tuition Waiver:
May take 1 or 2 courses per semester or in the summer, not to exceed a total of 8 credit hours for full-time regular unit members.
 - 2. Part-Time Regular Unit Member Tuition Waiver:
Tuition waiver of one (1) course per semester or during the summer, not to exceed four (4) credit hours.
 - 3. Dependents of Full-Time Regular Unit Members:

Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System shall be eligible for a tuition waiver of 50%.

4. Dependents of Part-Time Regular Unit Members:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.
 5. Dependent Tuition Waiver for Summer Courses:
Dependents of full-time unit members enrolled either full-time or part-time matriculated will receive a 50% tuition waiver and dependents of part-time unit members enrolled either full-time or matriculated part-time will receive a 25% tuition waiver for up to two summer courses, as long as the dependent was either a full-time or part-time matriculated student during the full previous academic-year within the University of Maine System.
 6. Dependent Tuition Waiver for Graduate Students:
Dependents of full-time regular unit members who are matriculated students shall be eligible for a waiver of 50% tuition for courses taken as part of an approved program of study for the degree. Dependents of part-time regular unit members who are matriculated students shall be eligible for a waiver of 25% tuition for courses taken as part of an approved program of study for the degree when space is available.
- G. In no event shall a tuition waiver exceed 50% tuition for a dependent of a full-time regular unit member or 25% tuition waiver for the dependent of a part-time regular unit member. Unit members and dependent waivers can not be additive.
- H. Requests by a unit member to take a course during his or her normally scheduled work hours shall be subject to supervisory approval. Such requests shall not be unreasonably denied. In the event that approval is granted, the supervisor must make arrangements for the unit member to make up time which was missed from work unless the unit member is approved to take a leave without pay or annual leave for this purpose.
- I. This benefit shall not be applicable when a unit member is on an unpaid leave of absence of more than 90 days (except for military call-up), long-term disability or Worker's Compensation. In the event a unit member has begun a course and one of the above situations occurs, the unit member shall be permitted to maintain enrollment at no cost until the end of the semester.
- J. Any unit member or dependent eligible under the provisions of this Article, who receives a scholarship or work study funds from any source shall have the tuition waiver applied first and then the amount of the scholarship and/or work study funds.
- K. When a unit member is terminated through participation in the University's long-term disability program and has twenty (20) or more years of University service, or dies, or retires, or is laid off, the dependent of that unit member who is enrolled full-time or is a part-time matriculated student participating in a tuition waiver program at the time of the unit member's termination, death, retirement or lay-off shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student either maintains continuous full-time enrollment or part-time matriculation, until completion of the requirements for a degree.
- L. When a unit member is called to active military duty, his / her dependents shall be eligible to participate in the tuition waiver program described above.
- M. The dependent children of unit members who retire during the life of this Agreement and who have 20 years of University service shall be eligible to participate in the tuition waiver programs as described throughout above.
- N. For two years following the effective date of layoff, a unit member who has been laid off and who is on a recall list shall be eligible for the unit member tuition waiver benefit described above.
- O. The value of tuition waiver may be taxable income in some situations, in accordance with the rules and regulations of the Internal Revenue Service.

ARTICLE 27 - USE OF PERSONAL VEHICLE

Unit members who are authorized by the University to use their personal vehicles for assigned non-campus University business in accordance with University travel policy shall be reimbursed at the same rate as paid by the State of Maine. Reimbursement at this rate shall also be provided to unit members who are authorized by the University to use their personal vehicles for business travel at the University of Maine at Augusta between the Augusta and Bangor campus locations and at the University of Southern Maine between the Portland, Lewiston and Gorham campus locations, where in either event, use of available alternate transportation is not required by the University. If during the term of this Agreement, the official University mileage rate is increased above this rate, the new rate shall be implemented for unit members (See Appendix F regarding Administrative Practice Letter #26).

ARTICLE 28 - BARGAINING UNIT WORK

- A. The University agrees that it shall not utilize temporary or other non-unit employees in the performance of responsibilities being performed by unit members in order to undermine the bargaining unit.
- B. The University shall not utilize any temporary employees in a regular C.O.L.T. unit position for more than one (1) consecutive six (6) month interval. The University shall not utilize temporary employees to prevent regular C.O.L.T. unit positions from being filled on a permanent basis.

ARTICLE 29 - NON-DISCRIMINATION

The University and the Association agree not to discriminate with respect to wages, hours, and working conditions based on race, color, religious creed, national origin, sex, sexual orientation, citizenship status, age, disability, veterans status, or membership or non-membership in the Association.

ARTICLE 30 - PERSONAL WORK

No unit member shall be required by the University to perform personal services for his/her supervisor or for any other University employee. Personal services are defined as providing support for activities which are unrelated to the supervisor's or employee's University position.

ARTICLE 31 - HARASSMENT

- A.
 - 1. No unit member shall be subjected to sexual harassment by another University employee.
 - 2. No unit member shall subject another member of the University community to sexual harassment.
- B. The University will not establish procedures for the handling of complaints by unit members of sexual harassment which are in conflict with any provision of this Agreement, without appropriate prior consultation and negotiation with the Association.
- C. The University and the Association agree that unit members should have a work environment, which is free of harassment and intimidation. Any unit member who believes there exists a hostile or intimidating work environment may file a grievance at Step 2 of the grievance procedure.

ARTICLE 32 - CHECKOFF AND MAINTENANCE OF MEMBERSHIP

- A. All unit members who regularly work at least twelve (12) hours per week and are not members of the Association shall be required to designate one of the following alternatives:
 - a) membership in the Association;
 - b) payment to the Association of a representation fee.

Any person employed by the University who becomes a unit member following the effective date of this Agreement, regularly works at least twelve (12) hours per week and is not a member of the Association shall make an election of one of the above-described alternatives within thirty (30) days after becoming a unit member. Each such unit member shall provide the Association and the University written notification of his or her election. Except as otherwise provided in section B of this Article, unit members shall be bound by their election for the term of this Agreement. Failure to meet the obligation set forth in this paragraph shall not result in termination of a unit member. The responsibility for enforcing the obligation in this paragraph rests with the Association.

- B. Unit members who are members of the Association as of the effective date of the Agreement or who, thereafter, during its term, become members of the Association or elect the representation fee shall maintain their membership in the Association or representation fee for the term of this Agreement; provided, however, that any such unit member may resign from membership in the Association and elect the representation fee or vice versa 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 biweekly at the rate of ninety-five (95) percent of the amount of the annual membership dues divided by twenty-six (26).
- D. The University agrees to deduct in biweekly installments the regular annual dues of the Association or the biweekly 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.
- G. The University shall deduct any authorized amount as certified by the Association in accordance with paragraph D.
- H. All employees in titles covered by this Agreement shall be informed in writing by the University at the time of hire of the existence of this Agreement and the obligation of unit members after entering the bargaining unit to either join the Association and pay the membership dues or a representation fee.
- I. 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.
- J. The Association and the University shall develop appropriate forms to authorize payment of the representation fee.

ARTICLE 33 - SAFETY AND HEALTH

- A. The University shall comply with applicable provisions of federal and state laws in respect to employment safety and health insofar as they pertain to the working conditions of unit members. Recognizing that some jobs are inherently dangerous, no unit member will be required to perform work which exposes the unit member or others to unusual risks or for which the unit member has not received appropriate safety training. Vehicles, machinery and other equipment provided by the University shall be mechanically safe.
- B. The University agrees to provide safety goggles, ear guards and/or helmets for use by unit members in any circumstances where the need for such equipment exists. Any unit member who has heretofore purchased marine survival garments for exclusive use in connection with his or her University employment shall be reimbursed for the cost of such purchase upon presentation of adequate documentation of the expense.
- C. The University will take reasonable steps to maintain temperatures between 65 and 95 degrees Fahrenheit in indoor office areas.

The parties recognize that a productive work environment requires reasonably comfortable temperature and humidity conditions in indoor work areas. When it is not possible to maintain reasonably comfortable working

conditions, the University, upon a unit member's request, shall take reasonable steps, including but not limited to, reassigning unit members to alternate locations or providing frequent breaks during which time the unit member may go to a different location. Such actions will be taken with consideration of the health and comfort of the unit member, the University's need to provide services, and the nature of the work performed.

- D. The University shall inform unit members of any applicable existing or subsequently established written safety rules by posting such rules on appropriate bulletin boards or by individual notice to unit members where bulletin boards are not available.
- E. The University agrees to use the following guidelines for C.O.L.T. unit members assigned to perform work on Video Display Terminals.

- 1. Pregnant V.D.T. Operators

Research has not shown any known radiation hazards from VDT's now being manufactured. However, for a pregnant VDT operator, who requests it, every effort shall be made to reassign her to other work or to another position not involving regular VDT use for the duration of her pregnancy. If reassignment is not possible, the unit member shall be eligible for an extended leave of absence as described in Article 18, sections B and C of this Agreement. Such a request shall not be unreasonably denied.

- 2. Workstation Design

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

- a. view angle - 10-20 degrees below horizontal, top edge of screen no higher than eye level;
- b. viewing distance - 17 1/2 - 19 1/2 inches;
- c. keyboard height - 29-31 inches at home row keys;
- d. other important features include: detachable keyboard, adjustable chair, and adjustable table height. Screen tilt and document holder are also highly desirable. It is important that attention be given to the workstation to insure safe and comfortable conditions for the operator.

- 3. Lighting and Vision

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

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

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

- F. Smoking Policy - The University may adopt policies relating to the regulation of smoking in the workplace by unit members. The Chief Administrative Officer or designee shall consult with a designated campus Association representative prior to implementation of a change in a campus-wide smoking policy. Such policies shall not conflict with state laws or regulations.

- G. The University of Maine System urges all supervisors to use discretion and flexibility in responding to employee requests to participate in University sponsored wellness activities. UMS officials shall be sensitive to the variety of work schedules on a campus when planning wellness activities.

Each full-time Unit member may be granted up to 13 (thirteen) hours of release time each fiscal year to be used to attend, with supervisory approval, University sponsored wellness programs. Release time for this purpose does not carry forward from year to year.

- H.1. The university shall provide appropriate procedures and security to protect the safety of unit members and of assets when unit members are assigned responsibilities such as transporting cash, checks, or credit card slips outside the unit member's assigned department, in accordance with university policy and administrative practices. The specific circumstances of the assignment will be considered in determining the appropriate procedures and security for a situation.
- H.2. A unit member who believes the procedures and/or security in place are not appropriate to protect the safety of the unit member and assets may request a meeting with the supervisor and the person to whom the supervisor reports to discuss the unit member's concerns. The unit member may be accompanied by an Association representative. The meeting shall be held within five (5) business days of the request by the unit member.

ARTICLE 34 - PARKING FEES

Parking fees which are charged to unit members may be established or increased by the University, but the amount of such fees may not exceed the following amounts for each year of this Agreement: \$25.00

ARTICLE 35 – PROBATIONARY PERIOD

- A. The term "probationary period" as used in this Article shall mean a period of continuous credited service an employee shall be required to serve prior to becoming eligible for the just cause provisions described in Article 6.A and D and the layoff provisions described in Article 22.B-F.
- B. All probationary employees shall serve an initial probationary period of six (6) months of continuous credited service, starting with the date of hire as a regular employee.
- C. The probationary period is an opportunity for the employee to learn the responsibilities of the position and an opportunity for the supervisor to assess the new employee's ability to perform the position in a satisfactory manner.
- D. During the initial six (6) months of employment (the probationary period), an employee may be terminated without just cause.
- E. Prior service as a temporary employee shall not count towards the completion of the probationary period.
- F. Any period of layoff, leave without pay or a period of time which is not included within the unit member's work year shall not be considered to be active work for the purposes of completion of the probationary period.

ARTICLE 36 - CLASSIFICATION PROGRAM

- A. In accordance with recommendations of the Joint Study Committee on a Revised Classification Program the University shall maintain an on-going, systematic program to review classifications on a periodic basis. Any changes in the Classification Program effecting wages, hours, and working conditions shall be negotiated with the Association. At the completion of each classification review, the University shall present the results to the Association for review and comment.
- B. The University and the Association shall continue the work of the Joint Labor Management Team (JLMT) for the Hourly Employees Classification and Compensation Program (HECCP). Three (3) unit members appointed by the Association shall receive release time to participate in the work of the JLMT.

ARTICLE 37 – JOINT LABOR MANAGEMENT COMMITTEE

- A. The University and the Association shall from time to time appoint Joint Labor Management Committees to work collaboratively to analyze issues and make recommendations to the parties. All such committees shall be established through a written agreement specifying the number of members and the charge to the committee. With the agreement of the parties a Joint Labor Management Committee may also include representatives of

other bargaining units and/or non-represented employees. The following guidelines describe the functioning of such committees:

1. A joint committee shall normally be comprised of an equal number of representatives of each party.
 2. Unit members shall receive paid release time to attend committee meetings during working hours.
 3. Unit members receiving release time shall provide as much notice as possible to the supervisor prior to attending meetings during work hours. It is understood that a supervisor may in unusual circumstances notify the employee that release time cannot be granted for a specific date.
 4. Committees have no authority to engage in collective bargaining on behalf of the parties.
 5. Committees will ordinarily produce a joint committee report in response to the charge. Either party may also make reports and recommendations to their respective parties.
 6. Committees will ordinarily strive to achieve consensus recommendations, but may set other decision process rules and may report majority and minority recommendations or reports.
 7. The charge will indicate whether a committee is ad hoc or standing. Any committee whose charge continues from one contract period to another shall be referenced in the collective bargaining agreement.
 8. Travel and other expenses for each committee member are the responsibility of the party that the member represents.
 9. For the 2009-2011 contract period the parties have established the HECCP Joint Labor Management Committee and the Joint Health Options Committee.
- B. The Chancellor may from time to time establish task forces or working groups for System-wide discussion of important policy matters and appoint unit members or may invite the Association to recommend or name members of such groups. The following guidelines describe the functioning of such working groups:
1. When a unit member is appointed to a working group established by the Chancellor, the unit member shall receive release time to participate in the work of the group during working hours.
 2. Unit members receiving release time shall provide as much notice as possible to the supervisor prior to attending meetings during work hours. It is understood that a supervisor may in unusual circumstances notify the employee that release time cannot be granted for a specific date.
 3. Travel and other expenses for members of working groups established by the Chancellor shall be paid by the University.
 4. Other operating procedures for a work group shall be established by the Chancellor or the working group.

ARTICLE 38 - NO STRIKE OR LOCKOUT

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

ARTICLE 39 - SEPARABILITY

- A. In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable law, such law(s) shall prevail and such provision of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of remaining provisions of the agreement which shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request by either party.

ARTICLE 40 - CONDITIONS OF AGREEMENT

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

- (1) The tentative agreement is approved by the Board of Trustees of the University of Maine System; and
- (2) The tentative agreement is ratified by the bargaining unit membership of the Associated C.O.L.T. Staff of the Universities of Maine MEA/NEA.

ARTICLE 41 - DURATION

- A. The provisions of this Agreement shall be effective as of the date of its execution or July 1, 2009, whichever comes later unless otherwise specified herein and shall continue in full force and effect until and including June 30, 2011.
- 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 25th day of September 2009, as indicated below.

For the University of Maine System

For the Associated C.O.L.T. Staff of the
Universities of Maine, MEA/NEA

Richard Pattenaude

James Bradley

Tracy Bigney

Dina Goodwin-Short

Anna O'Connell

Gretchen Brissette

Dennis Corson

Dale Kuczinski

Laurie Gardner

Tim Pinkham

Claire Hassler

John Pavliska

David Scheidt

Gail Wartell

John Braccodieta

APPENDIX A 1 of 3
 UNIVERSITY OF MAINE SYSTEM
 INSTRUCTIONS FOR CONDUCTING
 CLASSIFIED EMPLOYEE PERFORMANCE ASSESSMENTS

WHAT IS PERFORMANCE ASSESSMENT?

Performance assessment is a formal, written evaluation summarizing an employee’s job performance for the current assessment period and setting goals for the next assessment period. (“Performance assessment” has the same meaning as the terms “evaluation” or “employee evaluation” in the University’s collective bargaining agreements with the unions.)

A meaningful and effective performance assessment promotes and enhances on-going, two-way communication between supervisors and employees in order to:

- provide feedback on accomplishments and areas in need of improvement;
- establish mutually understood performance expectations/goals;
- develop a plan for maintaining job performance at a satisfactory level or for improving performance;
- deal with specific performance problems as they occur.

Performance assessment is an important part of the performance management process. For tips, examples, and guidance on how to prepare for and conduct the performance assessment, visit:

<http://www.maine.edu/system/hr/perman.php>.

WHO COMPLETES THE PERFORMANCE ASSESSMENT?

Each supervisor is responsible for doing at least an annual assessment of the regular employees s/he supervises. Employees have an opportunity to participate in the performance assessment process by doing a self-assessment and participating in goal setting. Here are the steps to follow, along with a suggested timeline and a checklist to help guide you through the process.

STEP-BY-STEP INSTRUCTIONS

(For a quick guide, see the checklist at the end of the instructions)

STEP 1	The supervisor and employee schedule a time 2-3 weeks before the actual performance assessment meeting. The supervisor gives the employee a copy of the forms (<i>Instructions; Part 1: Self-Assessment</i> ; and, for informational purposes, <i>Part 2: Employee Performance Assessment</i>) and the employee’s current job description*. The supervisor asks the employee to complete the <i>Employee Self-Assessment</i> and, at the employee’s choice, either return it to the supervisor a week before the meeting or bring it to the meeting. The supervisor also encourages the employee to make notes about draft goals for the coming year.
STEP 2	The employee reviews the current job description before completing the <i>Self-Assessment</i> . The employee then completes the <i>Self-Assessment</i> and either gives it to the supervisor a week before the meeting or brings it to the meeting (the self-assessment is optional for employees in the Service & Maintenance, Police and COLT Units).
STEP 3	In advance of the meeting, the supervisor reviews and signs the <i>Self-Assessment</i> (if provided by the employee) and drafts responses to <i>Part 2: Performance Assessment</i> . The supervisor is encouraged to request input from others who assign work to the employee in order to give a full and fair assessment (input should be gathered systematically). The supervisor should refer to the <i>Employee Performance Criteria</i> attached to the <i>Employee Performance Assessment</i> form to guide the assessment. To increase the value of this process, supervisors are encouraged to comment on each performance criterion. Any rating of <i>Needs Improvement</i> or <i>Unsatisfactory</i> requires a supervisory comment.

APPENDIX A 1 of 3
 UNIVERSITY OF MAINE SYSTEM
**INSTRUCTIONS FOR CONDUCTING
 CLASSIFIED EMPLOYEE PERFORMANCE ASSESSMENTS**

STEP 4	<p>During the performance assessment meeting, the supervisor and employee discuss the <i>Employee Self-Assessment</i> (if one was completed) and the draft <i>Performance Assessment</i> form. The supervisor should begin by highlighting specific areas of strong performance, then point out specific areas where improvement is needed.</p> <p>The supervisor and employee review whether last year's goals were accomplished and then jointly discuss and document goals for the next year (Section III.B.). Goals should be specific, attainable within the time in which they are to be completed, and appropriate to the employee's job classification (for tips on establishing appropriate goals, visit http://www.maine.edu/system/hr/pa_smart.php). An employee may not agree with the goals set for his/her position but should understand that they will be used in the next assessment.</p> <p>For any rating of <i>Unsatisfactory</i> or <i>Needs Improvement</i>, it is highly recommended that a Performance Improvement Plan be developed in Section IV. The supervisor should first ask the employee for suggestions about ways to improve performance, then offer his or her own suggestions.</p>
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STEP 5	<p>After the performance assessment meeting, the supervisor finalizes the written assessment, incorporating points discussed at the meeting. Then both the supervisor and employee sign the Performance Assessment form (Section V). The employee may attach a written response or comments. If a copy of the form is not signed by the employee and returned within seven (7) calendar days, an unsigned copy is placed in the employee's personnel file. The supervisor gives a copy of the <i>Self-Assessment</i> (if one was completed) and the <i>Employee Performance Assessment</i> to the employee and sends the original to the supervisor's department or unit head for that administrator's signature. No alterations or comments may be made on the form after the employee and supervisor have signed it. The department or unit head sends the complete assessment to the file custodian.</p>
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CONFIDENTIALITY	<p>Confidentiality of the performance assessment is the shared responsibility of the supervisor, any reviewing administrator(s) and the file custodian. Ordinarily, the performance assessment will be available only to the employee, his or her supervisor, appropriate administrators, a duly designated employee representative in accordance with the collective bargaining agreement, the file custodian, and/or a hiring supervisor/search committee for another university job for which the employee has applied.</p>
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***IMPORTANT NOTE ABOUT THE JOB DESCRIPTION**

Some departments have developed a site-specific job description that describes an employee's specific duties. A site-specific job description is a supplement to the system-wide generic job description for the employee's position. If desired, the site-specific job description may be used as the basis for the performance assessment. If using the site-specific job description for the performance assessment, please attach it to the assessment form. **Site-specific job descriptions require review and approval by the university Human Resources office.**

If the job description for the employee's position does not provide a good fit for the employee's actual responsibilities, the supervisor should consider whether a position review is needed to determine if the employee's position is appropriately classified.

IS A POSITION REVIEW NEEDED?

If the performance assessment reveals that an employee's current responsibilities have changed significantly from the job description, it may be appropriate for the employee or supervisor to contact Human Resources to request a position review.

APPENDIX A 1 of 3
 UNIVERSITY OF MAINE SYSTEM
**INSTRUCTIONS FOR CONDUCTING
 CLASSIFIED EMPLOYEE PERFORMANCE ASSESSMENTS**

Performance Assessment Checklist for Supervisors

Done ✓	Item	When	Who
1.	Establish time to meet for performance assessment	2-3 weeks prior to meeting	supervisor and employee
2.	Download <i>Instructions, Part 1: Self-Assessment</i> , and <i>Part 2: Employee Performance Assessment</i> from HR website Give Part I: <i>Self-Assessment</i> , copies of instructions, Part 2 form, and copy of job description to employee	2-3 weeks prior to meeting	supervisor supervisor
3.	Fill out and give <i>Self-Assessment</i> to supervisor (<i>optional for employees in the COLT, Service & Maintenance and Police Units</i>)	1 week prior to meeting or at the meeting	employee
4.	Review job description	Several days prior to meeting	employee, supervisor
5.	Meet to conduct performance assessment	For at least one hour	employee, supervisor
6.	Prepare final version of <i>Part 2: Employee Performance Assessment</i> and give to employee	Within 1 week after the meeting	supervisor
7.	(Optional) Write response to <i>Part 2: Employee Performance Assessment</i> and give to supervisor	Within 1 week after the meeting	employee
8.	Sign <i>Part 2: Employee Performance Assessment</i>	Within 1 week after the meeting	employee, supervisor, dept/unit head
9.	Send signed <i>Part 1: Self-Assessment</i> (if completed) and <i>Part 2: Employee Performance Assessment</i> (and optional employee response) to HR file custodian; give copies of all documents to employee	Within 2 weeks after the meeting	supervisor

APPENDIX A 2 of 3
UNIVERSITY OF MAINE SYSTEM
PART 1 – EMPLOYEE SELF-ASSESSMENT

7. Would you like to comment or make any suggestions for improving your work environment?

8. What is your assessment of your overall job performance during the past year? (*check one box*)

- Outstanding (exceptional performance)
- Commendable (you perform beyond normal requirements and competence)
- Effective (you fulfill the normal job requirements with some strong points)
- Needs improvement (you perform slightly below job requirements)
- Unsatisfactory (job performance must be improved substantially to be acceptable)

9. Other comments:

Employee's Name: _____ Date: _____

Employee's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

The supervisor's signature does not necessarily indicate agreement with the Self-Assessment.

APPENDIX A 3 of 3
UNIVERSITY OF MAINE SYSTEM
EMPLOYEE PERFORMANCE CRITERIA

(For use in conjunction with Part 2 - Employee Performance Assessment)

A supervisor completing Sections II. A and B of the *Employee Performance Assessment* should first review the questions listed below, which illustrate aspects of each performance area. Not all questions will apply to every position. In addition, there may be other aspects of a performance area that apply to some positions. The questions are intended to assist, but not to limit, the assessment.

A. Job Qualities and Job Performance Skills

1. Job Knowledge:

What is employee's level of the knowledge required to perform the job?
How well does employee understand job responsibilities?
How well does employee understand and follow policies and procedures?

2. Productivity:

Does employee produce work at satisfactory levels?
Is employee's work complete and accurate?

3. Dependability:

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

4. Attendance:

What is employee's attendance record? (*Do not consider approved leave time*)
Is leave time requested in a timely manner that recognizes university needs?
Does employee report to work on time and work scheduled hours?

5. Understanding and Following Directions:

How well are directions understood and carried out?
Does employee appropriately ask for guidance in interpreting directions?

6. Safety and Injury Prevention (*Do not consider filing of workers' compensation claims, but do consider unsafe work practices*):

Does employee follow safe work practices and have a safe work record?
Does employee use applicable safety and ergonomic equipment or devices?

7. Judgment:

Does employee make appropriate decisions within the scope of his/her job?
What are the consequences of employee's decisions?

8. Adaptability to Change:

How does employee respond to changes in assignments, procedures, and circumstances?
Is employee receptive to new ideas and concepts?

APPENDIX A 3 of 3
UNIVERSITY OF MAINE SYSTEM
EMPLOYEE PERFORMANCE CRITERIA
(For use in conjunction with Part 2 - Employee Performance Assessment)

9. Organization and Planning:

Does employee define and arrange activities in a reasonable manner?
Does employee effectively use resources including time, money, materials, and staff within the scope of his/her job?

10. Problem Solving and Decision Making:

Does employee develop appropriate solutions to problems and make effective decisions within the scope of his/her job?
Can employee distinguish between significant and minor issues?

11. Use of Tools and Technology:

Does employee show competence in use of tools and technology?
Does employee use available tools and technology to improve efficiency and effectiveness?

B. People Skills

1. Oral and Written Communication :

How well does employee express self?
How well does employee communicate with supervisees (if applicable), co-workers, students, and others?
How well does employee keep supervisors informed?
Is written communication clear and effective?

2. Customer service skills (customers may be students, other employees, members of the general public, and/or others):

Does employee display a positive and appropriate manner with customers?
Does employee provide prompt service?
Does employee respond appropriately to customer problems and complaints?

3. Relationships with Others:

Does employee work effectively with other people?

4. Leadership and Supervision (if applicable):

Does employee delegate appropriate tasks to staff s/he supervises?
Does employee develop the capabilities of staff s/he supervises?
Does employee motivate staff s/he supervises so that they work together towards common objectives?

5. Teamwork:

Does employee work cooperatively with others?
Does employee support other team members and team decisions?



UNIVERSITY OF MAINE SYSTEM ACSUM STEP 1 GRIEVANCE FORM

Grievant: _____

Date: _____

CAMPUS: _____

ACSUM Grievance
Representative: _____

Department: _____

Mailing Address: _____

Mailing Address: _____

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

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

Redress sought:

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

ACSUM

Myself

ACSUM grievance representative's signature _____

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

This grievance was filed with the office of _____ on _____

by (check on)

mail or

personal delivery

Signature of Grievant _____

Date Received: _____ By _____ Grievance Number _____

DISTRIBUTION

ORIGINAL

1st COPY

2nd COPY

Step 1

Designated
Administrator

Grievant

Campus Grievance
Representative or
ACSUM (Bangor)



UNIVERSITY OF MAINE SYSTEM
ACSUM
GRIEVANCE DECISION REVIEW FORM

TO: _____ DATE: _____

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

I received the decision on _____ and filed this request for review at Step _____ with the office of _____ on _____ by: (check one) mail or personal delivery
 ACSUM grievance representative's signature _____
 (if ACSUM is representing the grievant or if a Step 3 grievance, an ACSUM representative must sign.)

 Name of Grievant Signature of Grievant

Date Received _____ By _____ Grievance No. _____

DISTRIBUTION	ORIGINAL	1 st COPY	2 nd COPY
Step 2	Chief Administrative Officer or Designee	Campus Grievance File	Campus Grievance Representative or ACSUM
Step 3	Chancellor or Designee	Campus Grievance File	ACSUM

APPENDIX E

Job Progression Classifications

Accounting Progression

Accounts Payable Clerk
Accounts Technician
Data Control Clerk
Accounts Receivable Technician
Bookkeeper
Accounting Supervisor

Library Progression

Library Clerk
Learning Resources Aide
Library Assistant I
Library Assistant II

Audio Visual Technician Progression

Audio Visual Technician I
Audio Visual Technician II
Audio Visual Technician III

Medical Assistant Progression

Medical Assistant I
Medical Assistant II
Medical Assistant III

Cashier Progression

Cashier I
Cashier II

Records Technician Progression

Records Technician I
Records Technician II

Clerical Progression

Clerk Typist
Secretary
Administrative Assistant I
Administrative Assistant II

Scientific Technician Progression

Scientific Technician I
Scientific Technician II

Distance Education Technician Progression

Distance Education Technician I
Distance Education Technician II

Engineering Progression

Engineering Aide I
Engineering Aide II

Memorandum of Understanding

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

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

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

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

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

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

Dated: 2-24-03

By: Frank C. Gerry
University of Maine System

Dated: 3-03-03

By: Loraine Lowell
ACSUM, MEA / NEA

Appendix G

Memorandum of Understanding

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

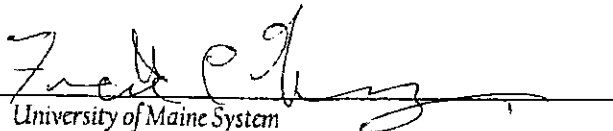
- 1. The University Telecommuting Guidelines dated December 10, 2008 are hereby amended as follows for the purpose of approving telecommuting agreements for employees represented by the Association:

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

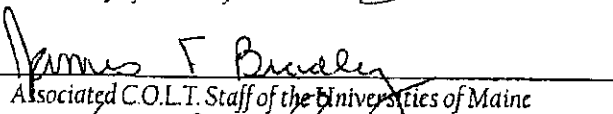
This agreement shall be in full force and in effect until June 30, 2011 and shall be incorporated as an appendix to the parties' successor collective bargaining agreement.

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

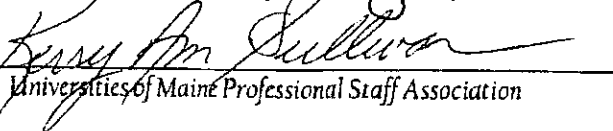
7-15-09
Date


University of Maine System

6-29-09
Date


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

7-15-09
Date


Universities of Maine Professional Staff Association

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, including transgender status and gender expression, 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 the University Equal Opportunity Director or to the Equal Opportunity Director for the University of Maine System, currently Sally Dobres, who can be reached at (207)973-3372 (voice) or (207)973-3300 TTY, 16 Central Street, Bangor, Maine 04401-5106.

Inquiries 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 Employment 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 02110-1491, telephone (617)289-0111 (voice) or (617)289-0150 (TTY). Generally, an individual may also file a complaint with OCR within 180 days of alleged discrimination.