AVAILABILITY OF ALTERNATE FORMAT

Upon request, this Handbook can be produced in an alternate format. To make such a request, call or write:

THE OFFICE OF HUMAN RESOURCES
University of Maine System
107 Maine Avenue
Bangor, Maine 04401-4380

(207) 973-3370 (Voice)
(207) 973-3300 (TDD)
NON-DISCRIMINATION NOTICE

In complying with the letter and spirit of applicable laws and in pursuing its own goals of diversity, the University of Maine System shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability, or veterans status in employment, education, and all other areas of the University System. 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 Coordinator for the University of Maine System, currently Sally Dobres who can be reached at 107 Maine Avenue, Bangor, ME 04401. (207) 621-3199 (voice) or (207) 973-3300 (TDD).

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 prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), Boston, MA 02109-04557, telephone (617) 223-9662 (voice) or (617) 223-9695 (TTY/TDD). Generally, an individual may also file a complaint with OCR within 180 days of alleged discrimination.
UNIVERSITY OF MAINE SYSTEM
UNIVERSITY HUMAN RESOURCES/PERSONNEL OFFICES

UNIVERSITY OF MAINE,
Office of Human Resources
234 Corbett Hall
(Personnel Services) 124 Corbett Hall
Orono, Maine  04469-5715
581-1581 – www.UMaine.edu

UNIVERSITY OF MAINE AT AUGUSTA
Office of Administrative Services
Farm House
46 University Drive
Augusta, Maine  04330
621-3101 – www.UMA.maine.edu

UNIVERSITY OF MAINE AT FARMINGTON
Personnel Office
Merrill Hall
86 Main Street
Farmington, Maine  04938
778-7246 – www.UMF.maine.edu

UNIVERSITY OF MAINE AT FORT KENT
Office of Human Resources
Cyr Hall
Fort Kent, Maine  04743-1292
834-7533 – www.UMFK.maine.edu

UNIVERSITY OF MAINE AT MACHIAS
Office of Finance & Administration
9 O'Brien Avenue
Machias, Maine  04654
255-1220 – www.UMM.maine.edu

UNIVERSITY OF MAINE AT PRESQUE ISLE
Personnel Office
181 Main Street
Presque Isle, Maine  04769-2888
768-9551 – www.UMPI.maine.edu

UNIVERSITY OF SOUTHERN MAINE
Division of Human Resources
7 College Avenue
(Payroll - 140 School Street, McLellan House)
Gorham, Maine  04038
780-5115 (Payroll/Labor Relations)
780-4777 (Human Resources) - www.USM.maine.edu

UNIVERSITY OF MAINE SYSTEM
Office of Human Resources
Auburn Hall
107 Maine Avenue
Bangor, Maine  04401-4380
973-3370 – www.Maine.edu
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INTRODUCTION

This handbook is designed as an aid in understanding the relationships between the University of Maine System as an employer and its non-represented faculty, professional and administrative staff. This handbook describes personnel policies for regular faculty, professional and administrative staff members whose positions are excluded from existing collective bargaining units. The group includes full-time regular and part-time regular faculty members who are excluded from the faculty and part-time faculty bargaining units and full-time regular professional and administrative staff who are excluded from the professional and administrative staff bargaining unit. This handbook is also applicable to the management group of the University of Maine System as defined in the handbook.

A position may be in the non-represented faculty category for five different reasons: an administrative position with faculty rank and ongoing faculty work; faculty in the School of Law, head and assistant coaches who are excluded from the full-time faculty bargaining unit; part-time faculty who are not included in the part-time faculty unit; and full-time faculty appointed for a single semester. Consult your university Human Resources Office for clarification regarding the status of your position.

Certain positions or groups of positions covered by this handbook may also be governed in some instances by special provisions which are not included in this handbook but are authorized under policies or procedures established by the Board of Trustees. Such special provisions shall be controlling in any case where there exists a conflict with this handbook.

All Board of Trustees Policies in this handbook have been italicized for ease of recognition. Amendments to these policies may be made only by the Board of Trustees of the University of Maine System, or where delegated, by the Chancellor or the Chancellor’s designees.

Exceptions to the policies described in this handbook may be made only by the Chancellor or the Chancellor’s designees. Requests for exceptions shall be submitted through the System Office of Human Resources. An individual employee may have terms and conditions of employment in his/her appointment letter that conflict with this Handbook. In such cases, the appointment letter provisions control in regard to that term or condition only.

The term "university" includes the System-wide Services unit. Statements concerning the authority of the President as administrative head of the university include the Chancellor in the Chancellor's capacity as administrative head of System-wide Services. However, references to the Chancellor are to the Chancellor as the chief administrative officer of the University System. The term "Human Resources/Personnel Office" shall include employee relations, personnel and business offices responsible for implementation of functions as specified in this handbook.

This handbook is for general information only and is not a statement of contractual obligation. The University of Maine System reserves the right to change, or discontinue without notice, any plan, program, benefit or term or condition set forth herein.

The handbook is divided into two sections: Personnel Policies and Employee Benefits. Some benefits have a limited sign-up period. Consult your university benefits office and benefits publications for additional information. Decisions regarding any benefit programs described in this booklet will be governed by the appropriate Plan Document.

The Human Resources/Personnel Office at each university or your supervisor can provide additional information or assistance regarding University of Maine System personnel policies. Changes will be made to this handbook periodically and will be distributed accordingly. The most up to date version is available on the worldwide web at www.maine.edu, on the University of Maine System homepage.
PART ONE: PERSONNEL POLICIES

EMPLOYEE DEFINITIONS

Your position is either regular or temporary and either full-time or part-time. The designation of full-time and part-time depends upon the normal work week for the position you hold. An appointment may also be designated as a shared appointment or a partial/phased retirement, or “benefits regular” (under the Voluntary Schedule Reduction Policy).

A regular employee is employed in a position which is expected to continue for at least one year. A year is defined as the normal number of months (not fewer than seven) that your position is in effect. Your employment during this period must be on a continuing, regular basis.

You are a temporary employee if you do not qualify as a regular employee. Temporary employment normally will not continue for a period to exceed 12 continuous months. While some of the employment policies described in this manual may be applicable to temporary employees, it has been prepared for the purpose of providing information to regular, non-represented employees regarding policies and benefits associated with their employment. Temporary employees are not eligible for employee benefits except administrative leave, Workers’ Compensation, unemployment compensation and, if working half-time or more, travel insurance and Advantage Accounts.
EQUAL OPPORTUNITY POLICY

The University is committed to equal employment opportunity and affirmative action in every aspect of employment policy and practice, including selection, placement, training, and advancement of University employees. The Board of Trustees Equal Opportunity Policy states:

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

The University will regard freedom from discrimination and discriminatory harassment as an individual employee and student right which will be safeguarded as a matter of policy. Any employee or student will be subject to disciplinary action for violation of this policy. Retaliation against anyone who makes a complaint of discrimination or harassment or who is involved in a complaint process will not be tolerated.

Procedures:

Affirmative action plans for the various institutions and organizational units of the University System must be approved by the Chancellor prior to their implementation and prior to submission of such plans to the federal government. A copy of the current institutional plan shall be filed in the Office of Human Resources.

A designated person at your university is responsible for Equal Employment Opportunity and Affirmative Action.
SEXUAL HARASSMENT

The University of Maine System is committed to maintaining a positive, fair work and educational environment, free from sexual harassment. In addition to being illegal, sexual harassment interferes with morale and productivity.

The University policy on Sexual Harassment follows:

Sexual harassment of either employees or students is a violation of federal and state laws. It is the policy of the University of Maine System that no member of the University System community may sexually harass another. In accordance with its policy of complying with non-discrimination laws, the University System will regard freedom from sexual harassment as an individual employee and student right which will be safeguarded as a matter of policy. Any employee or student will be subject to disciplinary action for violation of this policy.

In conformance with this policy, the University of Maine System will ensure fair and impartial investigations that will protect the rights of the person(s) filing sexual harassment complaints, the person(s) complained against, and the institution or unit. Retaliation against anyone who makes a complaint of sexual harassment or who is involved in a complaint process will not be tolerated.

Consenting relationships may constitute sexual harassment under this policy. When a professional power differential exists between members of the University of Maine System and a romantic or sexual relationship develops, there is a potential for abuse of that power, even in relationships of apparent mutual consent. Faculty and staff members are strongly advised not to engage in such relationships. Further, the University System prohibits the abuse of power in romantic or sexual relationships.

To assure that power is not abused and to maintain an environment free of sexual harassment, a faculty or staff member must eliminate any current or potential conflict of interest by removing himself or herself from decisions affecting the other person in the relationship. Decisions affecting the other person include grading, evaluating, supervising, or otherwise influencing that person's education, employment, housing, or participation in athletics or any other University System activity.

Definitions:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or education;

2. submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; or

3. such conduct has the purpose or effect of interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive employment, educational or living environment.

Procedures:

University presidents are directed to take appropriate steps to distribute this policy statement, to educate the University community to recognize and assertively confront sexual harassment, and to inform students and employees of procedures for raising complaints.

The Guidelines Regarding Consenting Relationships can be found on the worldwide web at www.maine.edu.
ACCESSIBILITY: The University of Maine System’s Commitment to People with Disabilities

The University of Maine System is committed to providing access to the University for people with disabilities. Our goal is to enable students, staff, applicants, and the public to participate in the academic, employment, cultural, and recreational life of the University. Under University policy and federal and state laws, people with disabilities are entitled to reasonable accommodations that will allow them access to University programs, jobs, services, and activities unless accommodation would pose an undue hardship on the University. (An accommodation is any change in the work or learning environment or in the way things are customarily done that enables a person with a disability to have equal employment or educational opportunities.)

People with disabilities have a right to ask for an accommodation and are encouraged to talk directly with the responsible faculty member, supervisor, or other staff person. Faculty, supervisors, and administrators are responsible for responding to accommodation requests. The attitude and responsiveness of faculty and staff with whom people with disabilities interact often determine, even more than physical barriers, the degree of access they feel they have to the University. Some of the common types of accommodations requested include:

- A student with a hearing impairment who needs a note taker or qualified interpreter in class.
- A student with a learning disability who needs additional time to complete an exam.
- A visually impaired job applicant who needs assistance to complete a job application.
- A full-time employee returning from a medical leave who asks to work part-time for medical reasons relating to a disability.
- A person who will be attending graduation and who needs the graduation ceremony and other festivities to be held in wheelchair accessible facilities.

A faculty member or supervisor who receives an accommodation request should explore possible accommodations with the person who has a disability. University policy, the law, and common sense require that a flexible, interactive process which involves the person with a disability be used to select an effective reasonable accommodation. Asking about the disability itself is inappropriate and unnecessary. The discussion should focus on accommodations that would help the person meet the requirements of the job or program. A supervisor or faculty member must not deny an accommodation request without consulting with the Equal Opportunity Director and carefully following University procedure. All requests for accommodation must be carefully documented.

Note: The University’s Procedure for Accommodating Individuals with Disabilities is available from the university Equal Opportunity Director or at www.maine.edu.
SUBSTANCE ABUSE

There is an individual at each university ready to assist faculty and staff concerned about substance abuse. Contact your university Human Resources/Personnel Office, your Employee Assistance Program, or the System Office of Human Resources in Bangor to find out who can help at your university.

The following policy was established by the University Board of Trustees:

The University of Maine System Board of Trustees recognizes that substance abuse is a complex problem which is not easily resolvable solely by personal effort and may require professional assistance and/or treatment. Accordingly each university and System-wide Services shall designate an individual to assist employees who seek referral for assistance with a substance abuse problem. The universities shall take necessary steps to insure the confidentiality of all inquiries and referrals. All employees shall be informed periodically of the availability of help for substance abuse problems. Each university shall also make available to employees informational materials regarding substance abuse.

Faculty and staff members with substance abuse problems are encouraged to take advantage of available diagnostic, referral, counseling, and prevention services. However, employees availing themselves of these services will not be granted special privileges and/or exemptions from standard personnel practices applicable to job performance requirements. The University will not excuse acts of misconduct committed by employees whose judgment is impaired due to substance abuse.

The possession, use, manufacture or distribution of illegal drugs as defined by federal, state and local statutes is prohibited at any time on University property. Employees known to possess, use, manufacture or distribute illegal drugs are liable to public law enforcement sanctions and University disciplinary action. Use of alcoholic beverages on University property shall be in compliance with state laws and university regulations and procedures. Violations of such laws, regulations and procedures may result in disciplinary action and, where applicable, criminal proceedings.

Note: In compliance with Federal law, the University distributes a publication annually to all employees and students explaining this policy, state and federal law, and the effects of substance abuse. Specific individuals who offer assistance at each university are listed in the publication.

SMOKING IN THE WORKPLACE

Maine Law requires the University of Maine System to establish or negotiate through the collective bargaining process, a written policy concerning smoking and nonsmoking by employees in all university facilities. The policy prohibits smoking except in designated smoking areas determined by each university, and requires the policy be posted and available to employees upon request. An employee can also receive assistance in the cessation of smoking through various programs and certain charges are covered through the University’s Group Health Plan. Consult your Human Resources/Personnel Office if you have any questions concerning this policy.
RECRUITMENT AND SELECTION

Statement of Principle

It is the general policy of the University of Maine System to seek for its non-represented faculty, professional and administrative staff the best qualified persons who are reasonably available, consistent with affirmative action principles. Normal recruitment and selection procedures are described in documents available at your university Human Resources/Personnel Office.

Exceptional Circumstances

In exceptional circumstances, normal recruitment and selection procedures may be waived by the University. This may occur where the responsibilities or title of a filled position change as a result of a reorganization or reassignment of functions among positions within the same organizational unit which may result in a decision not to recruit candidates from outside the organizational unit. Recruitment and selection may also be limited to University employees if the expected applicant pool will provide an opportunity to obtain the desired knowledge, skill, abilities and other qualifications, and such a recruitment limitation is not inconsistent with affirmative action goals. In either circumstance, the decision to waive or limit normal recruitment procedures is reserved to the university President in consultation with the university affirmative action officer and/or other appropriate University staff.

Employment of Relatives

As part of a comprehensive Conflict Of Interest Policy (see page 16) the University Board of Trustees included the following section on nepotism:

a. Close relatives may be employed in the same or different departments of the University. For purposes of this policy, the term “close relative” shall include significant others in the household.

b. The fact that an employee is a close relative of another employee in the same or different department shall not be used as a basis for denying to the employee the rights, privileges or benefits of regular appointment or regular job status. Alternative arrangements for supervisory decisions must be made before employment of a close relative.

c. An employee shall not participate in institutional decisions involving a direct benefit to a close relative. Such decisions include, but shall not be limited to, initial appointment, retention, promotion, tenure, salary and leave of absence.

d. An employee may not give preferential or favored treatment in the supervision or management of another University employee who is a close relative.

e. The University reserves the right to reassign employees or duties when deemed a prudent business or management practice.

f. A close family relationship shall not be used as a basis for denying a student the rights, privileges or benefits of access to academic resources.

g. An employee shall not participate in institutional academic decisions involving a direct benefit to a close relative. Alternative arrangements for academic decisions must be made for close relatives.

Academic decisions include, but are not limited to, acceptance to an academic program, evaluation of the honors, masters or doctoral thesis, and recommendation for awards or employment.
PERSONNEL ACTIONS

The Board of Trustees delegates to the Presidents final responsibility for personnel actions, except for those which the Board of Trustees has reserved to itself and/or delegated to the Chancellor. Each new appointee should receive written information which outlines the terms of employment. Each employee should receive an annual written evaluation by the employee’s supervisor and a copy shall be retained in the employee’s personnel file.

Appointment and Evaluation Practices

APPLIES TO: All professional personnel (Appropriate university modifications will be made for the particular work setting and type of employee.)

1. Each new appointee should receive written information regarding the terms of employment, which includes, as a minimum, such information as:
   a. title of position and/or full academic rank (e.g., assistant professor of history)
   b. general duties to be performed
   c. beginning and ending dates of this appointment
   d. terms of the appointment (probationary, temporary etc.)
   e. indication of amount, if any, of prior service to be counted toward probationary period.

2. Criteria for retention, reappointment, and promotion should be stated explicitly for each unit of the university, or for certain university-wide work groups. These criteria may vary among departments or units. The relevant criteria must be made known in writing to each new employee at the time of his/her initial employment. In addition, new employees should be advised in writing of the appropriate grievance procedures.

3. Each employee should receive an annual written evaluation by the employee’s supervisor and a copy shall be retained in the employee's file. A record should also be retained of any notification to an employee that the needs of the particular unit may not require the continued employment in the future of the individual.

4. In the case of faculty members, each university shall establish procedures for peer evaluations to be considered in promotion and/or tenure decisions.

5. A non-reappointment decision must be communicated in writing to the employee.
APPOINTMENT REQUIRING APPROVAL BY THE CHANCELLOR OR BOARD OF TRUSTEES

Board of Trustees approval is required prior to the appointment of an employee at or above the level of Dean (or equivalent). A position shall be considered to be at the level of Dean or equivalent regardless of title if the position has administrative responsibility for a major organizational unit of the institution, such as a college, school or program. The Chancellor is authorized to approve appointments to such positions on an acting or interim basis for a period of up to three months.

The Chancellor, in consultation with the Presidents’ Council, will establish procedures for bringing such appointments to the Board in a timely fashion. Appointments will be recommended by the President and reviewed by the Chancellor prior to presentation to the Board.

The Chancellor, in consultation with the President’s Council, will also establish procedures for approval by the Chancellor of appointments and salary adjustments at or above a specified salary level. The salary level for such approval shall be established by the Chancellor.

Each University and the System Office shall maintain a public file of salaries, including stipends, of faculty and other professionals employed by that unit.
EMERITUS STATUS

The awarding of emeritus titles is an administrative responsibility, with the exception of President-emeritus and Chancellor-emeritus. The President approves nominations for emeritus status based upon local unit criteria and procedures. Emeritus titles should generally be reserved for persons retiring after at least 15 years of service to the University of Maine System. The award is not restricted to faculty members, although faculty members are the most frequent recipients.

The designation of President-emeritus shall be recommended by the Chancellor to the Board of Trustees and the designation of Chancellor-emeritus shall be approved by the Board of Trustees.

TENURE

Certain administrators holding faculty rank and non-represented faculty members may be eligible for tenure. The tenure policy of the University of Maine System adopted by the Board of Trustees (revised 1990), follows:

Tenure . . . an arrangement under which faculty appointments are continued until retirement or disability, subject to dismissal for cause, termination due to financial reasons, and/or termination due to change in the University program offerings.

The decision to grant or not to grant tenure rests solely with the Board of Trustees. Nothing in the administrative procedures, or in the criteria developed under those procedures, or in the approval of the criteria, shall limit or restrict that discretionary authority of the Board.

Procedures for Awarding Tenure

1. Each new appointee should receive a letter of appointment that includes, as a minimum, such data as:
   a. academic rank and/or title of position;
   b. general duties to be performed;
   c. beginning and ending dates of appointment;
   d. type of appointment - probationary, temporary;
   e. indication of amount, if any, of prior service to be counted toward probationary period;
   f. salary.

2. The specific assignment of prior credit will be part of the letter received at the time of initial appointment. The time credited as probationary years with regard to service at other institutions of higher education, whether units of the University of Maine System or not, shall not exceed three years.

3. A probationary appointment shall not exceed 6 consecutive academic years in a full-time position on a single campus. A leave of absence, sabbatical or a teacher improvement assignment shall not constitute a break in continuous service, nor shall it be included in the 6-year period without prior written agreement between the faculty member and the President at the time of request.

4. Individuals on probationary appointments shall normally complete the full term, i.e., the sixth year, before the Board awards tenure.

5. At the time of initial appointment, exceptionally qualified individuals may be awarded tenure at the rank of full professor, with the approval of the appointment by the Trustees. In other cases, as the institutions deem appropriate, full professors may receive an initial appointment without tenure but, with Trustee approval at the time of their appointment, may be given the opportunity to apply for tenure during the second year of their appointment.
6. Tenure shall not be awarded ordinarily below the associate professor level or its equivalent.

7. Each institution shall develop its criteria for promotion and tenure, and, once developed, a statement of such criteria shall be forwarded to the Chancellor and the Trustees for review and approval and thereafter be made available by the campus administration to all faculty members in the institution. These criteria shall include reference to teaching, public service, research and scholarship activities as are appropriate to the University System and institution missions. Criteria may vary among units or departments, but shall be in accord with the overall campus criteria.

8. Student input is a desirable and meaningful part of faculty evaluation, and the contribution students make to the evaluative process is essential to the improvement of instruction. Student evaluations are to be secured on a regular, systematic and equitable basis and made part of the official record.

9. Evidence should be obtained from outside the institution and from outside the University of Maine System, as appropriate, regarding the scholarship and research of candidates for tenure.

10. Tenured faculty, as well as non-tenured faculty, shall be reviewed on an annual basis. Each institution shall develop its own criteria for faculty evaluation, and, once developed, a statement of such criteria shall be forwarded to the Chancellor and the Trustees for review and approval and thereafter, be made available by the campus administration to all faculty members in the institution.

11. The tenure guidelines provide the policy framework for the process to be followed at each institution. Where exceptions are sought, it is necessary that the campus present its request in detail, including the rationale for the exception to the Chancellor and the Board of Trustees.

12. Tenure may be transferable among the institutions of the University of Maine System at the discretion of the Board of Trustees, consistent with the tenure policies of the institution to which transfer is sought.

13. Senior administrators shall not be awarded tenure as part of their administrative contracts. However, the Trustees will consider, on an exceptional basis, a nomination to tenure for an academic dean, when presented under these conditions:

1. the nominee will have been accepted by an appropriate academic department and accorded faculty rank, at the time of the appointment as academic dean;

2. the nomination will have been duly evaluated through the campus' tenure processes.

14. A chief academic officer or other university employee in a position at the level of vice president may be considered for tenure to be effective upon assuming a full-time faculty appointment after completion of service in the administrative position. The employee must have been accepted by an appropriate academic department and accorded faculty rank at the time of appointment to the administrative position. Evaluation for tenure will occur under the university's tenure process at the time of initial appointment, or with the approval of the President, during the final year of service in the administrative position. The final decision regarding the award of tenure is made by the Board of Trustees. If tenure is granted, it will not be effective until the date the employee assumes the full-time faculty position and the term in the administrative position ends.
SHARED APPOINTMENTS

University of Maine System Board of Trustees policy provides for shared appointments. In appropriate circumstances, two persons may be appointed to share a single full-time faculty position or a full-time non-represented faculty or professional and administrative staff position. A shared appointment involves a single, full-time regular appointment held by two people in the same department or academic grouping who divide full-time duties between them, each person being able to discharge all the duties of the position.

At the time an appointment is made to a shared position, the terms of the appointment shall be specified in a shared appointment agreement which shall be forwarded by the President for approval by the Chancellor.

Salary

The salary is equivalent to one full-time salary, rather than being based on a part-time schedule, and all fringe benefits allocated to a full-time appointment are granted. Any future increases will be apportioned as follows:

1. Any across-the-board percentage increases will be applied to each salary,
2. any discretionary increase will be applied individually to each salary. However, any maximum dollar amount applicable to a discretionary increase will be applied to the sum of the two increases.

Workload

The duties of the position are the same as for any comparable full-time employee including, in the case of faculty, research, number of courses taught, number of advisees, and committee assignments. Thus, this shared full-time contractual arrangement differs from an ordinary full-time contractual arrangement only by applying to two people. Specific assignments may vary from time to time. The workload for each individual shall be determined by appropriate University administrators. In the case of faculty, the position shall have no less than one vote in departmental affairs, and each may be granted voting rights in departmental affairs in accordance with departmental policies.

Evaluation, Reappointment, Promotion and Tenure

In the case of faculty, policies and procedures regarding reappointment, evaluation, promotion, and tenure applicable to full-time regular faculty will be followed. The quantity and quality of teaching, research, and public and University service expected of the faculty members jointly will be that normally expected of one full-time faculty member.

At the time of each evaluation or reappointment consideration and at the time of consideration for tenure or promotion, each faculty member will be evaluated separately and without reference to the merits of the case involving the other. Both, neither, or only one could receive reappointment, promotion, or tenure.

The faculty members need not apply for promotion to the rank of Associate Professor with tenure or Professor at the same time. The shared appointment shall continue with the individuals at different ranks if one is promoted. The minimum promotion increase for each individual shall be one-half the normal minimum increase.

For purposes of these guidelines, it is assumed that each employee in a shared appointment assumes one-half of the duties of a position. Other proportional workloads may be approved on an exception basis.
In the case of professional and administrative staff, policies and procedures regarding appointment and evaluation normally applicable to full-time regular non-represented professional and administrative staff will be followed.

If one of the two employees should be non-reappointed or in the case of faculty, denied tenure while the other receives reappointment or tenure; or if in any case the shared appointment should end (for example, as the result of one party's resignation, death, or disability), the remaining employee will have the options of retaining the half-time position or leaving the position. Should it be determined that departmental need with respect to the remaining employee's area of specialization and affirmative action considerations would be met by having the individual assume the position full-time, that option may also be offered. In the event that an offer to assume the position full-time is either not made or is made and declined, a search shall be conducted to fill the other portion of the shared position, and the remaining employee shall be eligible to apply for it.

**Sabbatical Eligibility**

The shared position accrues one year of service counted toward eligibility for sabbatical or educational/professional development leave each year. Both individuals need not apply for such leave in the same year. The salary received by either individual during a sabbatical leave will be based on that individual's share of the position's salary.

**Group Health, Insurances and Retirement**

Each individual will be eligible to enroll in the University System’s group health plan subject to approval by the insurance carrier. Each individual will be required to participate in the System's group life insurance program, subject to approval by the insurance carrier.

The amount of life insurance provided to each individual will be equal to that individual's share of the position salary rounded to the next highest one-thousand dollars. Each individual will be required to participate in the University System’s retirement program in accordance with the provisions of the program. System and individual contributions will be based on each individual's share of the salary for the position. Both individuals will be covered by the University System’s long term disability insurance policy, subject to approval by the insurance carrier. Both individuals may elect coverage for optional employee-paid benefits.

**Disability Leave**

Each individual shall accrue disability leave at one-half the rate of a full-time regular employee. One-half day of disability leave shall be taken for each day the individual is unable to be on campus or other appropriate job site due to disability, regardless of whether the job-sharing partner temporarily assumes the assigned activities. Each individual shall have a disability leave balance. Disability leave may not be transferred from one individual to the other.

**Overload and Summer Salary**

Each individual shall be eligible for overload assignments with any limitation on overloads applied to each individual independently. At the mutual agreement of the department, the individual and the designated University administrator, additional overload assignments, up to the equivalent of a full-time workload, may be assigned. Where applicable, each individual will be eligible for research compensation and "summer salary" for any fraction of his/her individual full-time work year not committed to this appointment, subject to any limitations of funding agencies.

**University Support for Research and Professional Travel**

Requests for University support for research and professional travel will be considered on their merits through processes applicable to such requests. In apportionment of resources within the department, the
principle that benefits accruing to the two individuals shall be the benefits of one position shall be observed. However, in competitions for University support, such as the Faculty Summer Research Fund, each individual's application shall be independently considered.

Bargaining Unit Status

For a full-time faculty position which is filled through a shared appointment, the position will be included in the full-time faculty bargaining unit, subject to negotiation with the Associated Faculties of the University of Maine System, MEA/NEA. Rights and responsibilities of membership in the Association shall be determined by the Association.

Shared Appointment Agreements

At the time an appointment is made to a shared position, the terms of the appointment shall be specified in a shared appointment agreement which shall be forwarded by the President for approval of the Chancellor.

**SALARY**

**Appointment Salary**

The university Presidents or their designees are authorized to determine the salary of a person newly appointed to non-represented faculty, professional and administrative staff positions except as specifically reserved under policy to the Board of Trustees or the Chancellor.

**Exceptional Salary Changes**

Exceptional salary changes for non-represented faculty or professional and administrative staff may be approved by the university President on an individual basis to improve equity, to compensate for changed responsibilities, or in other individual appropriate circumstances subject to the specific limitations established under Board policy and reserved to the Board of Trustees or the Chancellor.

**Additional Compensation and Stipends**

**Stipends**

The base salary of senior administrators holding academic rank may include a specifically identified administrative duty stipend. Ranges for the amounts of stipends are established for the following titles:

- Vice President, Provost or Dean
- Associate or Assistant Dean
- Director
- Chairperson

*Excluded from collective bargaining unit

Payment of the stipend, unless otherwise stated, carries an obligation of service on a fiscal year basis. Exceptions, when appropriate, may be recommended to the Chancellor by the President.

Alternatively, senior administrators holding academic rank may be compensated in the administrative position by a salary without stipend. When such an appointment is approved, the Chancellor and/or the appropriate university President shall also identify in writing a salary amount which will serve as the basis for determining the individual's subsequent salary when leaving the administrative position and returning to a faculty or other position. The amount will be communicated to the appointee and recorded in the
personnel file. At the time the appointee leaves the administrative position, this amount will normally be adjusted by the amounts of salary increases generally distributed in the intervening years.

Individuals in these positions hold their administrative appointments at the pleasure of the university President, within the structure of the university governance policy.

A non-represented faculty or professional and administrative staff member who is temporarily assigned additional responsibilities for a brief period may be paid an administrative stipend which shall not become part of base salary. Such stipends ordinarily may not be paid for a period which exceeds one year and are non-renewable. Authority for the payment of such stipends rests with the university Presidents.

Compensation for teaching on an overload basis by non-represented faculty, professional and administrative staff with teaching responsibilities is determined by the university Presidents or their designees. The Board of Trustees has established and from time to time revises a schedule of minimum rates of compensation for such teaching. The schedule of minimum rates is also applicable to faculty who teach on a temporary basis, except for those governed by a collective bargaining agreement.

**Rank Minima**

Full-time regular non-represented faculty members shall be paid a salary equal to or greater than the minimum for their rank. The rank minima are established by the Board of Trustees and revised and disseminated from time to time.

**Payment of Salary**

Non-represented faculty, professional and administrative staff members normally receive salary payments in twelve equal monthly installments regardless of the length of work year. Direct deposit of pay is available upon individual authorization.

**Methods of Computing Salary**

If personnel transfer from a fiscal year appointment to an academic year appointment for the same position, the academic year salary is to be established at 83.3% of the fiscal year salary. Personnel changing from an academic year basis to a fiscal year basis for the same position shall have their salary established at a rate of 120% of the academic year salary. In the event that the removal of administrative duties accompanies the change in appointment type, any stipend attached to those duties shall be removed and not be counted in computing the new salary. These factors for converting from academic to fiscal year and vice versa are not applicable when an employee is moving to a different position, for example from an administrative to a faculty position, from a faculty to administrative position, or from one administrative position to another.

Personnel who are approved by the Board of Trustees to participate as a University Professor, Researcher or Administrator shall have their initial salary determined as that percent of salary established by the criteria and procedures for such appointments.
PERSONNEL RECORDS

An official personnel file is maintained for each non-represented faculty, professional and administrative staff member.

Information in the files beyond elementary biographical information such as name, title, dates of employment, and degrees held shall not be divulged to agencies or individuals outside the University except under court order, or with the written permission of the individual who is the subject of the file, or in accordance with public information law. Access to the official personnel file is granted only to university authorities and representatives who have need for it in the performance of their duties.

All non-represented faculty or professional and administrative staff members have access to the contents of their entire official personnel files. All faculty or professional and administrative staff members should periodically review and update their official personnel file.

POLITICAL ACTIVITY

It is the intent of the University of Maine System to encourage its employees to fulfill their obligations as citizens to participate in the political process at the local, state, and national level. Such participation may, at times, include the holding of elective or appointive positions. No employee shall be compensated by the University System for actual time which the employee devotes to seeking public office or to fulfilling responsibilities of public office.

Procedures:

1. Prior to deciding to run for elective office or to accept an appointment to public office, an employee shall apply for an adjustment in employment conditions that would make it possible to discharge the duties of the office. These adjustments may include, but shall not be limited to, leaves-of-absence without pay for the period of service or days off on a weekly or monthly basis with due regard for the needs of the unit.

2. The specific conditions and agreements for the adjustment of the employee’s status with the University System shall be worked out by the employee with his or her immediate supervisor and shall be subject to the final approval of the President or of the Chancellor for staff members in System-wide Services.
CONFLICT OF INTEREST

Policy Statement:

To ensure continued confidence of the people of Maine in the University and its personnel, individuals serving the University shall at all times act in a manner consistent with their public responsibilities to the University and shall exercise particular care that no real or perceived detriment to the University results from conflicts between personal interests and those of the University. Conflict of interest situations, or the appearance of conflicts of interest, have the potential to result in serious harm and direct losses to the University. The losses are often difficult to detect and include not only direct monetary losses and loss of confidence in the University, but also negative publicity and erosion of employee morale.

It is the policy of the University that its officers, faculty, staff and others acting on its behalf have the obligation to avoid ethical, legal, financial or other conflicts of interest and to ensure that their activities and interests do not conflict with their obligation to the University or to its welfare.

This policy applies to all University officers and employees. The policy also applies to persons affiliated or associated with the University, including members of advisory boards to the University. All provisions, except those relating to outside employment, apply to persons affiliated with the University. This policy does not apply to the Board of Trustees who are already covered by similar provisions in the Board’s Financial Code of Ethics and State Law.

The policy is to be interpreted and applied in a manner that will best serve the interests of the University and that distinguishes between those minor and inconsequential conflicts which are unavoidable and those conflicts which are substantial and material. A conflict of interest may exist when an employee, a close relative, or a person or organization with whom the employee is associated has an existing or potential financial or other interest which involves the employee’s University responsibilities.

The policy does not prohibit an employee from freely pursuing those teaching, research, and professional and public service activities which will not result in such a conflict, nor prohibit an employee from accepting pay, compensation, fees, honoraria, or reimbursement of expenses which may be offered in connection with such activities.

Procedures:

Disclosure and Consultation: The following procedures apply except in situations where a procedure is otherwise provided by a collective bargaining agreement. Each university shall develop its procedure for disclosure and consultation within the following parameters.

If an employee believes that he or she may have a conflict of interest, the employee shall promptly and fully disclose the conflict to the appropriate administrator (Chancellor or President’s designee) and shall refrain from participating in any way in the matter to which the conflict relates until the conflict in question has been resolved.

1. When it appears that a material conflict may arise between the personal interest of an employee and his or her responsibilities to the University, the employee shall notify the appropriate administrator by submitting a written statement describing the nature of the possible conflict. If an apparent conflict comes to the attention of the administrator, that individual may request a written statement from the employee.

2. If an employee is in doubt as to whether he or she is confronted with a potential conflict of interest, the employee shall consult with the appropriate administrator to determine if the outside interests could conflict impermissibly with employee’s obligations to the University.
3. The appropriate administrator promptly shall notify the employee or associate in writing that (a) there is no conflict and the employee may proceed; or (b) there may be a conflict and further consultation is necessary prior to reaching a determination; or (c) there is a conflict and the employee shall not proceed with his or her personal interest which results in the conflict. In some cases it may be determined that after full disclosure, the University's interests are best served by participation of the employee despite the conflict or appearance of conflict.

4. The employee may appeal the administrator's decision to the President (Chancellor for System Office employees).

5. The employee must report any significant changes in the outside interest that occur during the year and consult with the appropriate administrator if the undertaking of a new outside interest is considered.

6. Any significant violations of this policy shall be reported to the Chancellor for System Office employees and Presidents, to the President for university employees and to the Human Resources and Labor Relations Committee of the Board of Trustees for the Chancellor.

Additional information regarding procedures for disclosures and consultation is available from your Human Resources Office.

Situations which may constitute a Conflict of Interest

1. Personal Gain from University Position
   a. An employee may not use or attempt to use, in a manner contrary to the interests of the University, his or her position or University property or services, to gain or attempt to gain anything for the private benefit of the employee.
   b. An employee may not solicit or receive gifts or entertainment from suppliers of goods or services, or from persons associated with or seeking association with the University.
   c. An employee shall not use confidential information acquired in connection with University related activities for personal gain or for other unauthorized purposes.

2. Contracting and Leasing
   a. An employee may not enter into any contract or lease with the University, if the employee is in a position to approve or influence, in his or her official capacity, the University's decision to enter into the contract or lease, unless such contract is deemed in the best interests of the University and has the approval of the appropriate administrator.
   b. If the employee is not in a position to approve or influence the University's decision, the employee may enter into a contract or lease, provided the employee makes prior written disclosure of the nature and extent of any relationship to the appropriate administrator and obtains written approval. The administrator shall approve an employee's interest in a lease or contract unless the administrator determines that the employee's personal interest in the agreement will conflict substantially and materially with the employee's discharge of his or her University responsibilities.
   c. An employee may not contract with the University to provide a service which is the same as or similar to the service that the employee provides as a University employee. Such services may be provided only as a University employee in the course of University employment.
Outside Commitment

a. Employees are permitted to engage in outside consulting activities and other outside activities provided the employee meets his/her obligation to the University and complies with any applicable provisions of a collective bargaining agreement concerning outside employment.

b. An employee shall not accept any outside position that would impair the employee’s ability to fulfill the employee’s obligations to the university.

c. An employee with faculty rank shall not take on a teaching assignment in another post-secondary educational institution during the academic year except after obtaining written approval of the appropriate administrator.

d. An employee shall not engage in outside employment or activities which could be viewed as impairing the employee’s judgment in the performance of University duties and responsibilities.

3. Use of University Name and Resources

a. An employee shall not use the official title of the University or any of its parts, in whatever form that title may appear, except in connection with legitimate University purposes.

b. The University’s name, facilities, equipment, stationery, supplies, personnel and other resources are to be used only for the furtherance of the University’s mission. An employee shall not make unauthorized use of any University resources, including the services of University employees, for the personal benefit of the employee.

4. Nepotism

a. Close relatives may be employed in the same or different departments of the University. For purposes of this policy, the term “close relative” shall include significant others in the household.

b. The fact that an employee is a close relative of another employee in the same or different department shall not be used as a basis for denying to the employee the rights, privileges or benefits of regular appointment or regular job status. Alternative arrangements for supervisory decisions must be made before employment of a close relative.

c. An employee shall not participate in institutional decisions involving a direct benefit to a close relative. Such decisions include, but shall not be limited to, initial appointment, retention, promotion, tenure, salary and leave of absence.

d. An employee may not give preferential or favored treatment in the supervision or management of another University employee who is a close relative.

e. The University reserves the right to reassign employees or duties when deemed a prudent business or management practice.

f. A close family relationship shall not be used as a basis for denying a student the rights, privileges or benefits of access to academic resources.

g. An employee shall not participate in institutional academic decisions involving a direct benefit to a close relative. Alternative arrangements for academic decisions must be made for close relatives.

   Academic decisions include, but are not limited to, acceptance to an academic program, evaluation of the honors, masters of doctoral thesis, and recommendation for awards or employment.
**Sanctions:** Charges or violations shall be carefully examined with due regard for the academic freedom and rights of the employee and the interests of the University. Charges will be processed through the normal reporting channels, and sanctions may range from reprimands to dismissal.
RESIGNATION

Non-represented faculty, professional and administrative staff members who wish to separate voluntarily from University service by resignation are expected to provide adequate notice to the University prior to the effective date of resignation and as early as possible. For persons holding a position at the chairperson or director level or above, and for full-time non-represented faculty at least 90 days notice is expected. For all other employees, a notice of 30 days or more is expected. The last day of active work is the effective date of the resignation. The effective date may not be extended by accrued annual leave for which the employee will be paid.

EMPLOYEE TRANSFER

An employee at one University System institution or unit who accepts a position at another University institution or unit will be considered to have transferred to the new unit if there is no break in service between the appointments. In the case of employee transfer the former employing institution or unit is responsible for any accumulated unused vacation and holidays. The new institution or unit is responsible for accumulated unused sick leave.

Accumulated unused annual leave, holidays and disability leave are carried forward to the new appointment. No payment for leave balances is made to the employee at the time of the transfer.

TERMINATION OF APPOINTMENT

General

Except as provided pursuant to appointment policies described in the Appointment and Evaluation Practices section of this handbook, non-represented faculty, professional and administrative staff, serve at the discretion of the Board of Trustees and their designees and may be terminated at will and at any time with or without cause. Notices of termination normally will be given except in cases of termination for cause or at the conclusion of a fixed-term appointment. Non-represented faculty, professional and administrative staff with 4 or more years of continuous University service normally will be given 3 months notice of termination. Non-represented faculty, professional and administrative staff who have 7 or more years of continuous service normally will be given 6 months notice of termination.

Discontinuance Due to Financial or Program Reasons

Non-represented faculty, professional and administrative staff who are discontinued from University employment due to the elimination of their position for financial or program reasons shall be given notice and may be provided severance pay in an amount consistent with the principle of parity of employment conditions between represented and comparable non-represented employees.
MANAGEMENT GROUP EMPLOYMENT PROGRAM

Eligibility

An individual in a position that is subject to the approval of the Board of Trustees with regard to the level of appointment, i.e., Dean or equivalent or above, regardless of title if the position has administrative responsibility for a major organizational unit of the institution, such as a college, school or program, shall be part of the Management Group. Questions regarding eligibility for inclusion in the Management Group shall be resolved by recommendations from the President and Chancellor to the Board of Trustees for approval.

Benefit Program

The Management Group shall be covered by the University System fringe benefit program applicable to professional employees.

Appointment and Reappointment

A written agreement at the time of initial appointment to positions in the Management Group shall include the duration of the appointment which shall not exceed 5 years in length. Six months' notice of reappointment or non-reappointment shall be given prior to expiration of the initial term. Reappointment thereafter shall be at will with a minimum discontinuance notice period, or pay in lieu of notice, of one year by the University for individuals with a minimum of seven years of continuous service in positions in the Management Group. During the period of any term appointment, responsibilities may be changed or the employee may be reassigned to another position.

Notice Period

During the one year notice period, described above, a qualified individual shall, pursuant to an agreement covering the one year period with the Chancellor or President which has been approved by the Board of Trustees: return to a faculty position where appropriate; receive a consultanship; engage in a management leave program; or enter an early retirement program. Individuals in positions in the Management Group who meet the seven year service requirement may also propose such agreements by giving the University at least one year notice of discontinuance.

Individuals in positions in the Management Group who do not meet the seven year service requirement but are serving at will shall be given six months' notice of discontinuance and may enter into existing programs for which they may be eligible.

Notice for Cause

Notice of discontinuance shall not be required for individuals discontinued for cause. Such individuals shall not be eligible to receive benefits under this program but may receive all earned accrued annual leave.

Chancellor and Presidents Benefit Package

The Chancellor and Presidents are appointed by and serve at the pleasure of the Board of Trustees. The initial appointments for the Chancellor or a President shall specify: 1. an agreement regarding the process and timetable for evaluation; and 2. a two-year renewable term appointment which may be extended annually on the first anniversary date of appointment and thereafter, subject to the Notice for Cause policy.
In addition to benefits accorded all System employees, the Chancellor and Presidents shall be eligible for the following benefits established by the Board of Trustees and as agreed upon at the time of appointment or reappointment.

1. Life insurance at twice the base salary with the University System paying the total premium.

2. A motor vehicle.

3. As a condition of employment, University-maintained housing will be provided on a campus when available or a housing allowance will be provided for the appointed Chancellor and President (excludes Interim or Acting incumbents). Housing allowances provided in lieu of University housing will be reviewed annually and adjusted by the housing C.P.I.

4. A sabbatical leave, after three years service, which accrues at the rate of one month per year, not to exceed six months accumulated leave eligibility. Such a sabbatical is not a right, but rather a privilege to be considered on an individual basis and shall be requested in writing and shall include an appropriate plan for the leave. Upon return, from an approved sabbatical, a substantive report regarding the leave shall be submitted to the Chancellor or in the case of the Chancellor to the Human Resources and Labor Relations Committee of the Board. This leave cannot be utilized to extend a renewable term appointment.

Procedures

The Board of Trustees shall approve the salaries of the individual officers upon appointment and thereafter on a periodic basis.
APPOINTMENT OF UNIVERSITY OF MAINE SYSTEM PROFESSOR, RESEARCHER OR ADMINISTRATOR:
Criteria and Administrative Procedures for Appointment

Policy Statement:

Appointment as University of Maine System Professor, Researcher or Administrator allows the University of Maine System and the State of Maine to continue to benefit from the individual's professional expertise and experience in teaching, conducting research or leadership projects in various areas.

Individuals with a minimum of seven years of service as a Chancellor or President in the University of Maine System are eligible to pursue an appointment as a University of Maine System Professor, Researcher or Administrator.

A University of Maine System Professor, Researcher or Administrator’s appointment, specific duties, and responsibilities shall be determined on an individual basis by the Board in consultation with the individual involved. When the duties involve a specific university assignment, the President and the appropriate unit of that institution shall also be consulted by the Board of Trustees.

Conditions of Appointment

The salary and other terms and conditions of employment of a University of Maine System Professor, Researcher or Administrator shall be established by the Board.

Procedures:

1. The salary shall be computed at a rate of 66.6% of the individual's salary at the time of appointment. The salary and support budget shall be provided on an on-going basis from a separate System account as approved by the Board of Trustees.

2. Following appointment as a University of Maine System Professor, Researcher or Administrator the individual shall be eligible for salary increases as determined periodically by the Board of Trustees.

3. The Board of Trustees shall grant a term appointment of up to five years which may be renewed for an additional period. The appointee shall be subject to the same review process as individuals in equivalent positions.

4. A University of Maine System Professor, Researcher or Administrator holding a university or system-wide appointment may have assigned to him or her such graduate and undergraduate research assistants and/or secretarial assistance as agreed upon in the terms of the appointment and shall be provided a suitable office, appropriately furnished.
GRIEVANCE PROCEDURES FOR NON-REPRESENTED EMPLOYEES

Policy Statement:

Non-represented employees must be allowed to bring complaints concerning their employment to their supervisors for informal discussion and resolution without fear of reprisal. If informal discussion does not resolve the problem, the employee must have an opportunity to present a formal written grievance to the supervisor. A formal grievance shall identify the University policy or procedure that is alleged to have been violated.

Procedures

Each university shall develop procedures for the filing and processing of grievances of non-represented employees. The university procedure shall be in accordance with University System guidelines and shall be submitted to the Chancellor for approval.

Guidelines for Grievance Procedures for Non-represented Employees

1. The employee must be allowed to bring complaints to his/her supervisor for informal discussion and resolution without fear of reprisal.

2. If informal discussion does not resolve the problem, the employee must have an opportunity to present a formal written grievance to the supervisor specifying the details of the complaint. A specific time limit shall be established during which a written grievance may be submitted. The formal grievance must identify the University policy or procedure which is alleged to have been violated.

3. The employee shall be entitled to receive a written response from his/her supervisor within an established time limit from the receipt of the written grievance.

4. If the written response does not resolve the grievance, the employee, within an established time period, may refer his/her grievance to the appropriate Administrative Officer who will respond within an established time period.

5. If the preceding steps have not provided a resolution of the grievance, the grievant shall so notify the President in writing within an established time limit.

6. The President shall within an established time limit designate in writing an individual who shall:
   a. Review both sides of the grievance; and investigate as needed in order to make findings of fact;
   b. attempt to mediate the dispute if possible; and
   c. issue a report in writing to the President within an established time limit if resolution is not forthcoming.

   All activities of the designated individual shall be private between parties involved except by unanimous written consent of the parties involved and the designated individual. A grievant may choose another employee from the university to serve as an advisor and to assist the grievant during this step of the procedure.

7. The designated individual shall act within the following limits:
   a. the report shall be advisory to the President;
b. the burden of proof shall rest on the grievant except in cases of dismissal of tenured faculty members; of dismissal of a non-tenured faculty member or a professional and administrative staff member prior to the expiration of the term of appointment; or of dismissal of a classified staff member who has satisfactorily completed the appropriate probationary period;

c. in cases where a faculty member has not been reappointed and a violation of academic freedom is alleged, or in cases where a faculty member or a professional and administrative staff member has not been reappointed and a violation of the Equal Opportunity Policy is alleged, the designated individual shall seek to determine whether there are sufficient grounds for the charge and advise the President of such finding, if any, in the written report. Reference in this subparagraph to academic freedom is applicable to administrative staff members who hold academic rank, but only in their capacity as faculty members and not in their administrative capacity.

A copy of the report of the designated individual shall be provided to the grievant and, where applicable, to the person alleged to have violated a University policy or procedure at the same time it is issued to the President.

8. The President in writing within an established time limit may:

   a. accept the written report of the designated individual as the final institution decision or;

   b. issue his or her own decision which shall be the final institution decision or;

   c. establish a committee and set forth the procedures for formal hearings in which legal counsel or other non-university representative may participate on behalf of either party.

Option c. is an alternative the President may select only in the following circumstances:

   a. dismissal of employees as defined in 7.b., and

   b. non-reappointment of faculty, professional and administrative staff members whose allegations in 7.c., have been substantiated by the designated individual.

In cases of dismissal the burden of proof shall rest with the University administration, but in those cases described in 7.c., the burden of proof shall rest with the grievant.

9. When option 8.c., is selected by the President, the committee shall make a written advisory report to the President who will render the final institution decision within an established time limit after receiving the written report of the committee.

10. A written appeal from the President's decision may be made to the Chancellor within fourteen (14) calendar days from the receipt of the President's decision. An appeal may be filed if: 1.) the findings include relevant factual errors or omit relevant facts, (2) relevant procedural errors are alleged, or (3) relevant issues or questions concerning interpretation of University policy are raised. Said appeal shall specify the action appealed from and the reasons for the appeal. If the Chancellor finds that the grievant has been substantially prejudiced by a violation of procedure, the case may be remanded to the President for reconsideration. The Chancellor or designee will review the written record and may request additional information. The Chancellor's review will be completed within thirty (30) days and will be reported in writing to the grievant and President. The final decision on an appealed grievance rests with the Chancellor or designee.

At any point in the complaint process if the University believes that the accused person represents a danger to individuals or to operations of the University, the accused may be placed on a leave with pay.
11. Any personnel grievance or appeal procedure, or part thereof, affecting non-represented employees which is substantially inconsistent with these guidelines shall be null and void as of the date of the adoption of these guidelines by the Board of Trustees.

12. Grievance and appeal procedures affecting non-represented employees must be reviewed and approved by the Chancellor to assure that they are consistent with these guidelines.
VOLUNTARY SCHEDULE REDUCTION

When it is mutually beneficial to the University and an employee, a full-time regular employee with continuous service equaling five full-time equivalent years may request a reduction in schedule and be eligible for pro-rated benefits available to full-time regular employees. The schedule reduction shall be to no less than one-half time. The reductions will normally be for an indefinite duration, and there will be no right to return to full-time regular status. However, if the employee and the University agree at the time the reduction occurs, it may be for a specified period with a return to full-time regular status guaranteed at its conclusion.

Once the schedule reduction has occurred, employee benefits shall be as described below. The same benefits shall apply to part-time regular employees who have the equivalent of five years full-time continuous service (e.g. ten years of half-time service, six years and nine months of three-quarter time service, etc) and, if they have the requisite service, to employees whose positions are reduced from full-time to part-time for program or budget reasons:

**Leave Accruals:** In accordance with policies for part-time regular employees, annual leave and disability leave shall accrue based on the reduced schedule. Leave used shall be prorated. For example, if an employee’s reduced schedule is four hours per day, a one day absence will equate to use of four hours of leave. Maximum disability leave accumulations and maximum annual leave amounts carried forward will also be pro-rated. Holiday benefits shall also be in accordance with policies for part-time regular employees. At the time the reduction becomes effective, the employee may carry forward only the pro-rated maximum leave balances. The employee may use excess annual leave or, if there is no opportunity to use the leave, may be paid for the amount of annual leave, which may not be carried forward.

For purposes of determining sabbatical eligibility, service shall be counted in full-time equivalence. A year of service at half-time shall count as one-half year toward sabbatical eligibility.

**Health Insurance:** Coverage in the group health plan may continue. The employee will pay any premium for which a full-time regular employee is responsible.

**Life Insurance:** Basic life insurance will be based on the reduced salary. The employee will pay any premium for which a full-time regular employee is responsible.

**Long-term Disability:** Coverage will be provided based on the reduced salary.

**Retirement:** For professional employees contributions to TIAA/CREF will be made in the percentages applicable to full-time regular employees. Contribution amounts shall be based on the reduced salary.

Employees in the Maine State Retirement System and in the federal retirement systems (CSRS, FERS) are eligible for reduced schedules. Such employees should be aware that pension benefits would be based on their years of highest salary, not their final salary.

**Tuition Waiver:** Tuition waiver shall continue at the level available to part-time regular employees for both employee and dependent waiver.

**Tenure:** If a tenured faculty member accepts a reduced schedule, the tenured status is unaffected. As with any other employee, there is no right to return to a full-time regular status unless so agreed at the time the reduction is initiated. For untenured faculty, service toward the probationary period shall be counted on a full-time equivalent basis. One year of service in a half-time status will count as one half year toward the probationary period.

**Other Benefits:** Employees with a reduced schedule will continue to be eligible for supplemental life insurance, tax deferred annuities, short term disability, and Advantage Accounts.
Application and Approval Process: An application for a Voluntary Schedule Reduction shall ordinarily be submitted at least two months prior to the requested effective date. This time limit may be waived when an earlier effective date is beneficial to both the employee and the University. A faculty member will ordinarily be required to make the reduction effective at the beginning of a semester. The application form shall be completed by the employee and submitted to the supervisor. The supervisor shall make a recommendation and forward the form for administrative review, regardless of whether the supervisor’s recommendation is positive or negative. The application shall be reviewed by administrators designated by the institution. A final decision shall be made by the President (Chancellor for System employees) or the President’s designee and communicated to the employee in writing.
MOTOR VEHICLE USE & REGULATIONS

A. Acquisition and Use of University Vehicles

In the course of their duties the faculty and staff of the University of Maine System frequently travel by road to conferences and meetings, on field trips, to classes away from their home campuses, and for many other purposes. It is ordinarily in the best interests of the University for such travel to be made in University vehicles which are assured of proper maintenance and insurance coverage.

If the University deems it appropriate, it is permissible for enrolled students to drive University vehicles, but only for University related and sponsored business. Each student must have written approval of a University faculty or staff person responsible for the activity and with the authority to approve such usage and must have an active, valid drivers license (see paragraph #2 below). The staff member approving student usage must be identified at the time the car is signed out. Whenever possible, a staff or faculty member should be in the vehicle during usage.

The number of University vehicles on Maine’s roads and highways, however, creates significant potential liability. That risk imposes upon drivers the obligation to drive safely and upon the University the duty to assure that only qualified and responsible drivers are assigned University cars, and that each party clearly understands these obligations.

Each university will designate a Campus Vehicle Administrator with explicit responsibility for the administration of these standards. The name of that individual should be provided to the Office of Facilities at the System Office. All purchases and leases must follow procedures outlined in APL 30.

The following regulations control the use and acquisition of vehicles owned or leased by the University of Maine System.

1. Persons driving University vehicles must be properly licensed to drive in Maine. State law requires residents (including University employees) to have a Maine license, but allows students from out of state to drive on a valid license from their home state or province. Students from countries other than the U.S. or Canada must have a valid international drivers license to drive legally in Maine. Students employed by the University are still considered students for driver license purposes. Each Campus Vehicle Administrator will retain on file a photocopy of the driver's current license for every driver of a University vehicle.

2. Anyone whose license has expired, been revoked, or is under suspension may not drive a University vehicle. Violation of this regulation will subject the driver to disciplinary action. Violation of State OUI laws while driving a University vehicle will also subject the driver to disciplinary action, as will misrepresentation either of a driving record or reasons and authority to use a University vehicle.

3. Persons driving vehicles designed to carry 15 or more passengers, or trucks with a licensed gross weight in excess of 26,000 pounds must have the appropriate driver's license for class of vehicle being driven.

4. University buses, mini-buses, vans or trucks may be driven only by persons with an appropriate license and whose ability to handle such vehicles has been demonstrated, either through a test drive or by acceptable evidence of prior experience in the type vehicle involved.

5. No one under 18 years of age is permitted to drive a University vehicle. Drivers under the age of 21 are not permitted to drive vehicles which are transporting 7 or more passengers including the driver, unless the driver has at least two years of driving experience without a moving violation or an at-fault accident, to be verified by the Campus Vehicle Administrator, either locally or through the System Insurance Office.
6. No vehicle with University (300-) plates may be kept overnight at the home of a University employee or student, even when an early-morning trip is planned.

7. Liability insurance is provided by the System for all University-owned or leased vehicles. Universities have the option to purchase Physical Damage Coverage (comprehensive and collision coverage) through the System Office; however, if that option is not exercised, all losses are the responsibility of the campus operating the vehicle.

8. Any accident involving University-owned or leased vehicles must be reported to the appropriate campus office as soon as possible and in all cases within 72 hours of the time of the accident. The individual who has signed out the vehicle shall be responsible for reporting the accident. Under Maine law all accidents involving personal injury or death to a person or apparent property damage of $1,000 or more must be reported to the police or sheriff's office and within 48 hours to the Secretary of State on forms provided by the Secretary of State. Operators should familiarize themselves with State laws regarding required actions in the event of an accident. Each University-owned or leased vehicle should contain within it an Accident Report form and an insurance card summarizing the University’s liability insurance.

9. Drivers are personally responsible for fines resulting from their actions. No university funds of any kind may be used to pay such fines. Fines and citations become part of the driver’s record and are not the responsibility of the University.

10. All drivers of University vehicles are subject to University and insurance company verification of their driving record.

11. No illegal drugs may be transported in University vehicles. Alcoholic beverages may not be transported except for catering purposes.

12. The University reserves the right to deny use of a University-owned or leased vehicle to any individual.

13. University vehicles must not be loaned to or leased to individuals or to organizations not affiliated with the University. University vehicles must also not be loaned or leased to employees of the University for non-University activities.

14. All operators and passengers of University-owned and leased vehicles must wear seat belts as required by State Law.

15. Personally-owned vehicles used for University-related business should be properly registered and inspected and appropriate for such use. However, the University provides no physical damage coverage (collision or comprehensive) or liability coverage for non-University vehicles. If an employee or student uses his/her personal vehicle for University-related business, that person’s own insurance on the vehicle will be responsible for any insurance claims.
PART TWO: EMPLOYEE BENEFITS

PROFESSIONAL DEVELOPMENT AND TUITION WAIVER

Through a variety of policies and programs, the University provides its non-represented faculty, professional and administrative staff with opportunities for professional development and improvement of performance. The policies and programs described in this handbook are in addition to other professional development activities of individual employees such as conferences, workshops, on the job training, and financing travel to professional meetings which are undertaken by universities and their organizational subunits.

Unpaid Leave of Absence for Educational Purposes

Unpaid leaves may be granted to non-represented faculty, professional and administrative staff members for educational purposes including the acquisition or completion of an academic degree, participation in an educational opportunity valuable to the individual, department, or the university, or participation in an activity for the purpose of gaining practical experience in one's field. Time spent on leave may be credited toward completion of a probationary period applicable to the employee if the employee and the President or his/her designee agree in writing. While on leave, the University will contribute its proportionate share to retirement and insurance programs if the employee wishes to continue participation in these programs. Authority for the approval of requests for leave is vested in the university Presidents or their designees.

Sabbatical Leaves for Non-represented Faculty

Leaves of absence with pay may be granted to non-represented faculty who have been in the service of the University for at least six years (or the equivalent, in the case of non-represented part-time faculty). Application procedures and general program terms are determined at each university.

Educational/Professional Development Leave With Pay for Non-represented Professional and Administrative Staff

Each university may establish programs of educational/professional development leave applicable to full-time regular and part-time regular non-represented professional and administrative staff within the general program terms approved by the Board of Trustees, which are described below:

1. Educational/professional development leaves with pay may be granted to full and part-time regular non-represented professional and administrative staff for the purpose of developing and advancing individual skills and knowledge that are job related and which will be of significant benefit to the University.

2. Educational/professional development leave will not ordinarily be granted for the specific purpose of completing degrees.

3. Full and part-time regular non-represented professional and administrative staff who have had a professional responsibility at one of the University of Maine System institutions for six consecutive years shall be eligible to apply for educational/professional development leave. Upon completion of the first educational/professional development leave, subsequent applications may be filed after each additional six year period of employment.

4. Compensation during the leave shall include appropriate contributions made by the University to retirement and insurance programs.
5. Eligibility for salary increases for persons on educational/professional development leave will not be affected by the leave.

6. Annual and disability leave for which an individual is eligible shall continue to accrue on a pro rata basis during the period of the educational/professional development leave.

7. An employee who is granted educational/professional development leave must agree prior to the commencement of leave either to return to employment at the University at the conclusion of the leave for a period equal to the length of the leave, or to return to the University the salary received during the leave if the employee does not return. Any agreement to the contrary must be in writing prior to commencement of the leave.

8. The employee’s normal salary shall be paid during the period of the leave for up to a maximum of six months. One half the employee’s normal salary shall be paid during the period of a leave which exceeds six months. Annual leave may be used to supplement salary during the period of the leave only with prior approval.

9. Within 30 days after return from the leave, the employee shall submit a written report to the University concerning the leave.

Employee Tuition Waiver

A maximum of two tuition-free courses per semester and/or during the summer session, not to exceed four credit hours each, is available to full-time regular employees. Part-time regular employees are eligible for a tuition waiver of up to one course per semester and/or during the summer session, not to exceed four credit hours. Such courses shall be contingent on the availability of space. This benefit does not apply to those on unpaid leaves of absence for longer than 90 days, disability, or Workers' Compensation. Each institution shall designate those non-credit courses to which waivers will not apply. Permission of the supervisor is required for any course scheduled during normal working hours; such absences must be made up. Tuition waiver forms may be obtained from the Human Resources/Personnel Office.

Advanced Degree Policy

Members of the University faculty at the Instructor level, or above, may become candidates for advanced degrees from any College or School of the University of Maine System, other than the University of Maine System College or School in which they hold faculty appointments.

Dependent Tuition Waiver

The spouse or dependent children of full-time regular University employees are eligible for a 50% tuition waiver, provided the spouse or dependent children are attending the University of Maine System as full-time students during the fall or spring semester. The spouse or dependent children of part-time regular employees are eligible for a 25% tuition waiver with the same conditions applying. The dependent tuition waiver may be used for up to two summer courses, as long as the student was a full-time student during the full previous academic year within the University of Maine System. For summer session courses, which are self-supporting, students who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment. This waiver may be used at any university in the System, but does not apply to non-credit course offerings. Waiver application forms are available at the Human Resources/Personnel Office at each university.

Graduate students shall be required to maintain a 6 credit hour load per semester to be eligible for dependent tuition waiver. Eligibility for this waiver requires matriculation in a degree program and extends only to courses taken as part of an approved program of study for the degree.
When an employee with 20 or more years of University service is terminated through participation in the University's long-term disability program or by death, the spouse or dependent children of that employee who are enrolled full-time students participating in a tuition waiver program at the time of the employee's termination or death shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student maintains continuous full-time enrollment or until completion of the requirements for a degree.

**Dependent Tuition Payroll Deduction**

Regular employees of the University may authorize automatic deductions from their paychecks to meet tuition and/or board and room charges for dependents attending any university of the University of Maine System. Application forms may be obtained from the Human Resources/Personnel Office at each university.
HOLIDAYS

University employees with fiscal year appointments are entitled to 12 paid holidays designated by the University. When holidays cannot be observed because classes are in session, they will be taken at a time mutually agreeable to the employee and supervisor. Non-represented professional and administrative staff members with other than fiscal year appointments, except those staff members who are not required to work during periods when the university student population is absent, shall receive holiday benefits for those holidays occurring during the periods of their appointment.

Holidays observed by the University are:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Washington's Birthday/Presidents’ Day
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

You will not receive holiday pay if you are on Unpaid Leave of Absence, layoff or receiving Workers’ Compensation.

ADMINISTRATIVE HOLIDAYS & ADMINISTRATIVE LEAVES

The Board of Trustees delegates to the Chancellor authority to determine when it is appropriate to close the University System for a day or occasions such as a national day of mourning or other observance. Closing of the University System by the Chancellor is designated an administrative holiday.

The Board of Trustees delegates to the Presidents authority to declare administrative leave for situations such as inclement weather or local emergencies. Administrative leave may be declared by the President and will apply only to the individual institution.

Employees will receive their normal salary for the period of the administrative holiday or leave. Employees who are required to work on these administrative holidays or leave, may be granted equivalent time off at another time.

No additional pay or additional time off shall be provided for any employee not scheduled to work.

ANNUAL LEAVE

Full-time regular non-represented professional and administrative staff and full-time regular non-represented fiscal year faculty members accrue annual leave at the rate of 1 2/3 days per month for the first 15 years of service. To receive the accrual for any month, the employee must be in pay status for one-half or more of the monthly pay period. For record keeping purposes leave balances may be maintained in hours, with a full-time day equal to 8 hours. After 15 continuous years of service, annual leave accrues at the rate of 2 days per month. Up to 40 days of annual leave may be carried forward from one year to the next. This maximum carry forward is applied on August 31 each year. Accrued unused leave up to 40 days may be paid upon termination of employment. The effective date of the termination of employment may not be extended by accrued annual leave for which the employee will be paid.

Part-time non-represented professional and administrative staff and full-time non-represented professional and administrative staff with appointments of less than 12 months shall receive and use annual leave on a prorated basis.
Professional and administrative staff whose appointments do not require work during periods when the university student population is absent are not eligible for annual leave. Non-represented faculty with academic year appointments are not eligible for annual leave.

**DISABILITY LEAVE**

Full-time regular non-represented faculty, professional and administrative staff accrue disability leave at the rate of 1 2/3 days per monthly pay period. To receive the accrual for any month the employee must be in pay status for one-half or more of the monthly pay period. For record keeping purposes leave balances may be maintained in hours, with a full-time day equal to 8 hours. Such employees, who were in the regular employ of the University for at least one continuous year immediately preceding May 20, 1985, were credited with an initial balance of 90 days of disability leave as of that date. Other employees in the regular employ of the University as of May 20, 1985 were credited with a balance of 90 days of disability leave upon the completion of one year of service. Employees hired after May 20, 1985, are not eligible for this initial 90 day disability leave balance.

Part-time regular non-represented faculty, professional and administrative staff earn and use disability leave on a prorated basis.

Disability leave may be accumulated up to a maximum of 180 days for employees with fiscal-year appointments and up to a maximum of 150 days for employees with academic-year appointments.

Disability leave may be used when the employee is unable to perform duties because of a disability. Upon approval, disability leave may also be used for the employee’s routine medical or dental appointment.

Upon approval of the university Presidents or their designees, disability leave with pay may be extended in exceptional circumstances beyond the amounts accumulated. Upon the employee’s return to work, the amount of sick leave advanced shall be repaid on a monthly basis at the rate of ½ of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance shall be repaid by the employee at the time of termination.

If an employee’s absence due to disability exceeds 3 months, the employee may be required to apply for long-term disability benefits. Such requests shall be in writing. The employee shall have 30 days to comply with the request.

If an employee’s absence due to disability or other use of disability leave exceeds 5 consecutive days or becomes habitual, the University may by submitting a request in writing require the employee to furnish verification of the disability in the form of a written statement from the attending physician or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The employee shall have 10 days to comply with the request.

If the chief administrative officer believes that an employee is unable to perform assigned duties due to illness or injury, the chief administrative officer may remove the employee from the assigned duties and require the employee to submit to a medical examination by a physician chosen and paid by the University or, if the employee desires, by a physician chosen and paid by the employee who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the employee is unable to perform assigned duties, the chief administrative officer shall place the employee on compulsory disability leave at which time the employee shall be notified in writing of the conditions under which the employee may return to work. An employee who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for total disability benefits must be made if the medical prognosis indicates a disability of qualifying duration. If the employee is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or vacation leave, based on a current medical certification obtained as described above, the chief administrative officer may after consultation with the employee:
a. extend the leave without pay pending determination of eligibility for total disability benefits; or
b. extend the leave without pay for up to one year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

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

a. request the employee’s resignation; or
b. terminate the employee’s employment.

In the event that eligibility for total disability benefits has not been determined by the first day of the month following 6 consecutive months of total disability, an employee may continue to use accumulated disability leave days until disability leave has been exhausted or the employee has been determined to be eligible for total disability benefits, whichever occurs sooner. If an employee received both disability benefits and disability leave pay for the same period of time, the employee shall repay the disability leave pay to the University. The employee and the University may agree to a repayment schedule to avoid extreme personal hardship.

**Leave of Absence Without Pay for Personal Illness**

Non-represented faculty, professional and administrative staff may be granted additional unpaid leave in cases of their disability. Health and life insurance coverage will be retained provided that the employee continues to pay any share of the cost for which he or she is responsible. The employee may choose to continue contributing to the retirement program; the University stops its contributions until the employee returns to work. Additional disability leave or annual leave will not be accumulated during such periods of unpaid leave. Such unpaid leaves will normally be limited to no more than one year.

**Disability Leave for Family Emergencies and Illnesses**

An employee may use up to a total of 20 days accumulated disability leave during each fiscal year for absences resulting from illness or injury of a member of an employee’s immediate family or household or for the adoption of a child which requires the presence of the employee. Proper notice and, upon request, appropriate documentation shall be provided by the employee. With supervisory approval additional disability leave may be used for such absences.

**Family and Medical Leave**

All universities of the University of Maine System are covered under the federal Family and Medical Leave Act (FMLA) and the Maine Family Medical Leave Act. The provisions of these laws cover any employee who has worked for the University for 12 months.

The University must approve up to 12 weeks in any one-year period for the birth or adoption of a child, or for the serious health condition of the employee or an immediate family member. The one-year period begins when a family/medical leave begins. After 12 months, the employee is eligible for another 12 weeks of leave. People may not take separate leaves under the federal and the state laws in order to extend the 12-week period.

The law defines a serious health condition as one involving hospitalization or other institutionalization or continuing treatment by a health care provider. The immediate family includes a spouse, child (under 18, or incapable of self-care if over 18; step and foster children and other legal wards are included) or parent (including a person who has acted as a parent, such as a grandparent)
When the leave is for a serious health condition, the leave may be taken intermittently or in the form of reduced hours, if that is medically necessary. When the leave is for birth or adoption, the University does not have to approve intermittent leave or reduced hours. If intermittent leave or reduced hours are taken, the employee may be transferred to a different position with equivalent pay and benefits which will better accommodate the leave.

Leaves due to birth or adoption must be during the first 12 months following the event. Placement of a foster child is treated like adoption.

Available, accrued paid leave (both disability leave and annual leave) must be used before taking an unpaid family/medical leave, except that up to one week of annual leave may be held in reserve. The use of paid disability leave, both for an employee’s own illness or for the family illness, is still subject to University policy and contract provisions. At the end of the leave, the employee must be allowed to return to the former job or to an equivalent position. The entire leave, including any paid leave as well as unpaid leave, is considered family/medical leave and is counted toward the 12 weeks per year.

During an approved family/medical leave, group health plan coverage continues on the same terms as for similar employees on active status. Employees may also continue using the Health Care Advantage Account. Health coverage during any unpaid leave that extends beyond the 12 weeks is at the employee’s expense. Only health coverage is provided during a family/medical leave without pay; all other benefits are covered by University policies regarding leave without pay.

If spouses work for the University, the two employees together are entitled by federal law to up to 12 weeks of leave for the birth or adoption of a child. However, if one parent uses the full 12 weeks for birth or adoption, under Maine law the other parent may qualify for a separate leave of up to 10 consecutive weeks. Health coverage continues at the employee’s expense during that 10 weeks of unpaid leave.

When a leave can be foreseen or planned (as in the case of childbirth or scheduled surgery), employees must provide at least 30 days notice. The University may delay the leave if such notice is not given. In medical emergencies the 30-day notice is not required, but an employee should request the leave as early as possible. The law requires employees to make a reasonable effort to schedule leave so as not to unduly disrupt University operations.

Employees may be required to provide evidence of birth, adoption, or foster care placement. The University may also require employees to provide certification of the medical necessity of the FMLA leave and may require (and pay for) a second opinion. A form for certification is available from the Human Resources/Benefits Office or on the world wide web at www.maine.edu. Completed certification forms are treated as confidential medical records.

Employees are also asked to provide medical certification that they are able to return to work when a leave for their own medical condition lasts 20 days or more, or when there is any reason to believe they cannot safely perform the essential functions of their jobs. However, when a leave is for a woman’s disability due to childbirth, a medical certification will not be required to return to work unless the disability leave exceeds six weeks following the birth.

A Request for Family or Medical Leave form, which requires the supervisor’s signature, is available at the university Human Resources/Benefits Office or on the worldwide web at www.maine.edu. This form must be completed in order to take unpaid or paid leave for a reason covered by the law. The University may designate a leave as Family or Medical Leave whether or not a specific request has been made, so long as the leave is for reasons covered by the law. Any use of disability leave for two weeks or more requires completion of the FMLA Request Form. Note: Any leave beyond 12 weeks in one-year period is at the University’s discretion and is governed by the appropriate leave of absence policy.
BEREAVEMENT LEAVE

An employee may be granted up to 5 days of bereavement leave in the event of a death of a member of the employee’s immediate family or household in order to attend the funeral and/or matters related to the death. Proper notice of the employee’s absence for this purpose shall be provided. For the purpose of this paragraph only, if additional time away from work is needed, an employee may use up to 5 days disability leave. With supervisory approval, additional disability leave may be used.

For the purpose of this policy “immediate family” is defined as spouse, domestic partner, children, parents, grandparents, grandchildren, sisters, brothers, step children, step parents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law, and significant other in the household.

An employee may be granted paid funeral leave to a maximum of one work day to permit an employee’s attendance at the funeral of any of the employee’s aunts, uncles, nieces, or nephews.

LEAVE OF ABSENCE FOR MILITARY SERVICE

All employees who are members of the National Guard or who are military reservists will be given leave without loss of pay for not more than two weeks per year when engaged in training, if authorized by the Governor or under the provisions of the National Defense Act.

WITNESS LEAVE and JURY DUTY

An employee who is summoned as a member of a jury panel or subpoenaed as a witness, in a case not involving the employee’s personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by the employee. No employee shall be given leave with pay for the purpose of appearing as an expert witness when the employee receives professional compensation for an appearance except that annual leave may be used for this purpose.

To be eligible for the benefits of this section, evidence in the form of a subpoena or other available written notification shall be presented to the employee’s immediate supervisor as soon as possible.

UNPAID LEAVE OF ABSENCE FOR PERSONAL REASONS

Unpaid personal leaves may be granted for up to one year and extended for up to two successive one-year periods. Such leaves cannot ordinarily count as part of any probationary period applicable to an employee. While on leave, disability leave and annual leave are not earned. Retirement and insurance coverage may be continued at the expense of the employee. Applications for such leaves are subject to the approval of the university Presidents or their designees. Any special terms or conditions regarding the leave, or right to reemployment at its conclusion, should be expressed in writing prior to the commencement of the leave.

When a leave without pay is granted so that an employee may accept a state or federal appointive position, the leave may be extended by the chief administrative officer or designee upon timely request of the employee for up to 3 successive one-year periods, for a total leave not to exceed 4 years. If an employee accepts a state or federal appointive office and is granted a leave under this policy, the employee may receive University retirement contributions under the following terms. If the employee returns to the University and contributes to the basic retirement fund an amount equal to what the employee’s contributions would have been during the leave, the University shall contribute an amount equal to what its contributions would have been during the leave, based on the salary at the commencement of the leave. The University will not make any contributions if the employee accrued vested retirement benefits under a state or federal plan as a result of the appointive office.
DOMESTIC PARTNER BENEFITS

Employees 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 and are prohibited from legally marrying each other in the State of Maine.
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 two years.
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 employee will notify the University by completion of a form when a domestic partnership ends.

Contact your university Human Resources/Benefits Office for further information.

ELIGIBILITY FOR HEALTH AND LIFE INSURANCE PROGRAMS

GROUP HEALTH COVERAGE

The following categories of employees are eligible for most insurance programs. However, specific programs may have different eligibility requirements. Refer to the plan booklets and consult with your Human Resources/Benefits Office for specific eligibility provisions.

- Full-time regular employees
- Part-time regular employees who work at least three-quarters time
- Part-time regular employees who work at least half-time and who have at least two years of continuous regular University service
- Employees with Shared Appointments
- Employees participating in Partial/Phased Retirement
- Part-time employees who have the equivalent of 5 years full-time regular service (Benefits Regular)

Medical Plans

The University of Maine System offers a choice between two different medical plans, both of which cover a range of services. Eligible employees who wish to enroll in one of the University insurance plans choose between the Comprehensive Group Health and Point of Service Plans. The Group Health Plans are available on the worldwide web at www.maine.edu.

The University and the employee share the cost of coverage for both the employee and dependents. The cost to the employee depends on employment status.

Federal Health Insurance

Some employees may be eligible to participate in one of the federal health insurance plans as an alternative to participation in the University’s group health plan. Information regarding these options is available from the Cooperative Extension Administrative Office at the University of Maine.
Health Insurance for Retirees and Former Employees on Long-Term Disability

Employees who retire from University service may retain group health coverage. Retirees shall pay the full health plan premium unless they are eligible for the premium contribution described below.

University of Maine System retirees at or above the normal retirement age of 65 with at least ten years of continuous full-time regular University service immediately prior to retirement and who have remained in the System health plan will be provided group health coverage with the retiree's cost and one-half of eligible dependents costs paid by the University. This coverage is also extended to those former employees in the plan receiving benefits under the System’s long term disability insurance and to widows/widowers of University employees and retirees. Eligible retirees must enroll in both parts of Medicare to receive this benefit.

Continuation of Coverage

Employees who leave University employment, through resignation or termination of appointment, may continue the University's group health coverage at their own expense for 18 months. This continuation coverage is part of Public Law 99-272, Title X(COBRA). Consult the Group Health Plan booklet for more details.

DENTAL INSURANCE

Employees may purchase dental insurance for themselves and eligible dependents. The employee pays the full cost of this insurance. Full-time non-represented faculty (except Law faculty) participate in the faculty dental plan and receive a University contribution to the premium.

Note: Separate brochures describing the Comprehensive Group Health, Point of Service Group Health and Dental plans are available from the Human Resources/Benefits Office at each university or on the worldwide web at www.maine.edu, Human Resources Homepage.

LIFE INSURANCE

Basic Life Insurance

Eligible employees are automatically provided term life insurance at no cost to themselves. This program excludes those who hold Federal appointments and participate in the Federal life plan. Coverage is equal to the employee’s annual salary rounded to the next higher $1,000.

Participation in the program is mandatory for all full-time employees and optional for part-time employees; the University pays the full cost of the premium. At the end of the fiscal or academic year in which the employee turns 65, this insurance is reduced to 65% of the former level of coverage.
Accidental Death and Dismemberment Insurance

This insurance is provided for eligible regular employees. In the event of accidental death, the employee's beneficiary will receive an amount equal to the employee's annual base salary rounded to the next higher $1,000. Scheduled amounts are paid for dismemberment, depending on the nature of the injury. The University pays the entire cost of this coverage.

Seat Belt Provision

All employees who are eligible for the University's basic life and basic accidental death and dismemberment plan are covered by an additional $50,000 (a total of $100,000 for employees enrolled in both the basic and supplemental life policies) if they die as a result of injuries sustained in a motor vehicle accident and were wearing a seat belt at the time of the accident. This policy is in effect 24 hours a day and applies to covered employees when they are driving or riding, either on University or personal business.

The Seatbelt Provision is NOT applicable in the event of:

- suicide
- death while committing or attempting to commit an assault or felony
- death while voluntarily using a controlled substance (unless prescribed by a physician)

Supplemental Term Life Insurance

An employee who is eligible for the basic life insurance plan may select Supplemental life insurance coverage equal to 1, 2, 3, 4 or 5 times the amount of annual salary. However, the combination of basic and supplemental life insurance cannot exceed $1,000,000.

The premium paid by the employee is based on the amount of coverage selected and on age. The supplemental life insurance is available at low group rates through payroll deductions. If an employee purchases supplemental life insurance equal to 4 or 5 times annual salary, or over $300,000, the employee will need to complete a proof of good health. This option may be selected at the time of enrollment in the insurance program or at an annual open enrollment.

Voluntary Accidental Death and Dismemberment Insurance

Employees who are eligible for the basic life insurance plan may elect voluntary accidental death and dismemberment insurance. Coverage may be purchased in increments of $10,000 and may cover only the employee or employee and family.

Please refer to the Summary of Benefits which is on the worldwide web at www.maine.ed Human Resources /Benefits Office Homepage or contact your University Human Resources/Benefits Office for more detailed information on this insurance.

Federal Life Insurance

Some employees of Cooperative Extension may be eligible to participate in a federal life insurance plan as an alternative to the University basic life insurance program. Further information may be obtained from the Cooperative Extension Administrative Office at the University of Maine.
DISABILITY INSURANCE

Long-Term Disability

Long term disability coverage provides protection against complete loss of income for eligible employees who are unable to work for a period of six months or more as a result of severe illness or injury. Eligible employees include all full-time regular University employees as of their date of hire, benefits regular employees as of the date they attained BR status, and employees with shared appointments or who are participating in partial/phased retirement. The University pays the full cost of this program.

Employment will cease at the end of the 6 month waiting period and when disability insurance payments begin. The coverage provides a monthly income once total disability has been established for an extended period of time.

The plan has a pre-existing condition provision. Please contact your university Human Resources/Benefits Office or refer to the Summary of Benefits on the worldwide web Human Resources/Benefits Page at www.maine.edu

Short-Term Disability

Eligible employees may elect the optional short-term disability plan. This plan will provide income when a covered employee becomes disabled and unable to work for more than two weeks (30 days for faculty, except Law faculty) due to non-occupational accident or sickness. The University does not share in the cost of this program.

Benefits may be received from this plan in addition to any other disability benefits. The plan has a pre-existing condition provision. For further information contact your university Human Resources/Benefits Office

TRAVEL INSURANCE

The University provides travel accident insurance to all full-time employees and to part-time employees working half-time or more. Coverage under this policy is in effect while an employee is on official University travel. This does not include travel between home and the normal place of employment. Face value of the coverage is $100,000 per individual for loss of life with scheduled amounts for dismemberment. Beneficiary(ies) will be the same as designated for basic life coverage.

UNEMPLOYMENT COMPENSATION

The University assumes all costs of unemployment compensation that the state pays to you if you apply and qualify for unemployment benefits. No deduction is made from employees’ pay for unemployment compensation.

WORKERS’ COMPENSATION

If an employee is injured while at work, employees are covered by Workers’ Compensation. This benefit is paid entirely by the University. Employees will receive compensation payments and medical bills will be paid in full.
If an injury is sustained on the job, the employee should immediately seek appropriate medical attention. The supervisor will provide assistance in securing this attention. For the employee’s own protection and to comply with the Workers’ Compensation Act, report the injury to your supervisor immediately.

While you are receiving Workers’ Compensation, annual leave and disability leave will continue to accrue during the first 3 months of illness or injury. When you return to work, if you are eligible, you will accrue annual leave and disability leave for that month, if you return on or before the fifteenth of the month.

Your life insurance, health coverage, and long-term disability coverage will continue until your employment terminates.

If you are able and medically certified to return to work within 12 months, you may return to a comparable job. If you do not return to work after 12 months from the date of injury, your employment will cease.

RETIREMENT

Retirement from University of Maine System employment is not mandatory at any age. The University participates in a variety of programs designed to provide retirement income for its employees.

Social Security (Federal Old Age and Survivors Insurance)

Participation in this program is mandatory for ALL University employees with the exception of those Cooperative Extension employees who were enrolled in a federal retirement program prior to January 1, 1984. Currently, the University and the employee each contribute 7.65% of base salary, up to a maximum of $72,600; above that amount the rate then drops to 1.45% of the base salary. The percentage and maximum are periodically determined by Congress. In addition to monthly benefits at retirement, social security provides disability and survivors insurance protection. Upon request, the Social Security Administration will issue a summary of the status of an account.

Retirement Plan for Faculty and Professional Employees

The University of Maine System participates in the non-profit annuities system, the Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF). Every faculty member and professional employee who is employed on a full-time basis must participate in the plan from the first day of the month following their employment or attainment of the thirtieth birthday, whichever occurs later, with the exception of employees hired at age 60 or older, for whom this program is optional. A full-time regular faculty member or professional employee who is under age 30 may elect to participate. Part-time regular professional employees who have the equivalent of five years of full-time regular continuous University service, part-time faculty who have the equivalent of five years of full-time regular continuous University service and, part-time temporary faculty with 25 or more service units may also participate in TIAA-CREF. Contributions are made by both the University and the employee. Currently the University contributes 10% of the employees’ base salary and employees contribute 4% of their base salary.

TIAA-CREF contributions are also applied on a voluntary basis to the additional summer earnings of faculty with academic year appointments who are TIAA-CREF participants and who have been engaged by the University to perform additional University work other than teaching during the period from June 1 to August 31 of any year, if the compensation for such summer work equals or exceeds two-ninths (2/9) of the faculty member’s base salary as of June 1. Faculty who wish to elect this additional contribution must do so at least 10 days in advance of the payroll submission date of the month in which the work is to be performed.

A University employee may sign a salary reduction agreement which provides that the salary on which current income taxes are withheld is reduced by the amount of a contribution to a retirement account. The "tax sheltering" may cover the mandatory contribution employees make to TIAA-CREF or an additional
amount an employee voluntarily allocates to a tax sheltered annuity subject to Internal Revenue Service regulations.

Eligible plan participants may transfer up to 60% of the total of all contributions to the basic retirement plan to any of 4 alternate vendors. Aetna, Fidelity, T. Rowe Price and VALIC. The eligible amount includes both "old money" (already accumulated) and "new money" (future contributions).

In order to ensure that significant funds are always available to provide employees with a lifetime annuity, at least 40% of an individual's retirement fund must remain in TIAA-CREF to be used for annuity purposes only. An employee may direct the other 60%, or any part of it, to another approved vendor, or withdraw it as cash upon retirement as defined by the University. Such transfers and withdrawals are subject to TIAA-CREF restrictions: they may be made freely from CREF accounts, but from TIAA only over a 10-year period.

Several brochures pertaining to the retirement plan are available from the Human Resources /Benefits Office at each university.

**Federal Civil Service Retirement Programs**

Some faculty and professional staff of the Cooperative Extension may be eligible to participate in the Federal Civil Service Retirement System in conjunction with the TIAA-CREF retirement plan. Additional information and pamphlets concerning these programs may be obtained from the Cooperative Extension Administrative Office at the University of Maine. Employees hired after January 1, 1984 participate in the Federal Employee Retirement System and in Social Security. These individuals are not eligible to participate in TIAA-CREF.

**Maine State Retirement System**

Although participation in the Maine State Retirement System (MSRS) is no longer available for new appointees in the University of Maine System, some faculty, professional and administrative staff have retained membership in this system. The cost of participation in the MSRS is shared between these employees and the University. This plan is administered by the Executive Director of the Maine State Retirement System, State House, Augusta, Maine.

**Voluntary Tax Sheltered Annuities**

In addition to retirement programs to which the University contributes, employees may voluntarily invest in tax sheltered annuities through payroll deduction. For this purpose, University employees may reduce their salaries up to maximum amounts established under relevant sections of the Internal Revenue Code. Information regarding tax sheltered annuities may be obtained from the university Human Resources /Benefits Office.

**Partial/Phased Retirement**

**A. Eligibility**

Full-time regular faculty, professional and administrative staff are eligible to apply to participate in the Partial/Phased Retirement Program (PPRP) if either: (1) they are at least 55 years of age and have at least 10 continuous years of full-time regular University of Maine System service; or (2) their age in years and length of continuous full-time regular University service in years totals 73 or more years.

**B. Application and Approval Procedures**

1. An employee who wishes to participate in (PPRP) must submit a written, individual application in accordance with applicable university procedures.
2. Applications shall be reviewed by university staff in accordance with university administrative procedures. If it is not the President's recommendation that an application be approved, the application will in any event be forwarded to the Chancellor or Chancellor's designee(s) within CO/SWS for review. If it is the university President's recommendation that an application should be approved, a proposed agreement for participation, including workload and salary reduction terms, and other details applicable to the individual, shall be prepared in writing and forwarded to the Chancellor or Chancellor's designee(s) within CO/SWS.

3. Such proposed agreements shall be reviewed by and subject to the approval of the Chancellor or Chancellor's designee(s).

4. An employee may request modification or withdrawal of his or her application at any time prior to final approval or disapproval of the proposed agreement.

5. After final approval of a proposed agreement, participation in the PPRP shall be revocable only by mutual consent of the employee and the University.

C. Rights and Obligations of Program Participants:

1. The workload and salary reduction for each individual participant shall be specified in the individual's agreement for participation.

2. Employee benefits for participants shall be treated as follows:
   a. Group term life insurance - Amount of insurance shall be based on the reduced salary
   b. Group health insurance - Eligibility for coverage and allocation of premiums shall be unaffected by participation in the PPRP.
   c. TIAA-CREF - Eligibility for participation shall be unaffected by participation in the PPRP. Percentage contributions by the University and the employee shall be unaffected by participation in the PPRP and shall be based on the reduced salary; also allocation of premiums shall be unaffected by participation in the PPRP.
   d. MSRS or Federal Retirement - Participation and contributions shall be maintained and/or modified in accordance with applicable Federal and/or State laws and/or regulations.
   e. Long-Term Disability Insurance - Eligibility for participation shall be unaffected by participation in the PPRP. Benefit levels shall be based on the reduced salary.
   f. Employee and Dependent Tuition Waiver - Eligibility and benefits shall be unaffected by participation in the PPRP.
   g. Disability leave and annual leave - The rate of accruals and maximum amounts shall be based on the reduced workload.
   h. Other paid and unpaid leaves - Eligibility and conditions shall be unaffected by participation in the PPRP. Pay, in the case of paid leaves, shall be based on the reduced salary.
   i. Tax-sheltered annuities - Eligibility shall be unaffected by participation in the PPRP, subject to applicable IRS criteria.

1. Faculty who have tenure or a continuing contract on the commencement of their participation in the PPRP shall retain such appointment status while participating in the PPRP.
2. Eligibility for any future salary increases which may be granted to non-represented faculty, professional and administrative staff shall be unaffected by participation in the PPRP.

3. Employees who participate in the PPRP may at their option elect to receive their annuity or pension from TIAA/CREF, MSRS or the Federal retirement system, whichever is applicable, subject to the following limitations:
   a. Employees who elect to receive their Federal retirement system annuity shall receive salary and annuity amounts subject to applicable laws and/or regulations.
   b. Employees who elect to receive their MSRS pension shall receive such amounts subject to applicable laws and/or regulations.

D. General Provisions:

1. The "normal retirement age" shall remain age 65 for other purposes.

2. The PPRP shall be independent of the current Incentive Retirement Plan (IRP). Eligibility to participate in the IRP shall be unaffected by participation in the PPRP. If an employee in the PPRP elects to participate in the IRP, computation of the incentive shall be based on the reduced salary at the time of retirement increased on a proportionate basis to full-time salary for the individual.

3. Participation in the PPRP may extend beyond the age of 65.

Incentive Retirement Plan

Professional employees who participate in the University of Maine System Retirement Plan for Faculty and Professional Employees, may choose to retire at any age after 55 if they have had at least 10 years of continuous University service immediately prior to retirement. If the retirement application is approved, a lump sum contribution is made to the employee's basic TIAA or CREF account. The lump sum is calculated at 1 1/2% times complete years of service (maximum of 27 years) times the final annual base salary.

The Incentive Retirement plan described above is also available to eligible faculty initially employed prior to July 1, 1996, who participate in the University of Maine System Retirement Plan for Faculty and Professional Employees or who are eligible to take normal retirement under the Maine State Retirement System.

The lump sum described above shall be deposited in the employee’s basic retirement account up to the maximum amount determined by regulations of the Internal Revenue Service. Any remaining amount shall be deposited in the employee’s basic retirement account in the next January following the date of retirement up to the maximum determined by IRS regulations. If any of the lump sum amount remains to be paid after this second payment to the retirement account, the employee may elect at that time to receive that amount as taxable income with interest credited from the date of retirement.

Employees who retire under these provisions shall be eligible for health insurance continuation in accordance with University policy for retirees.

ADVANTAGE ACCOUNTS

Employees who work at least half-time may enroll in a Health Care Advantage Account and/or Dependent Day Care Advantage Account. Advantage Accounts allow employees to set aside paycheck money before taxes are withheld. Claims for eligible health care or dependent care expenses are reimbursed through paychecks. Reimbursements are tax free.
There is an open enrollment period each year. New employees may enroll within 30 days of starting work. More information on the Advantage Accounts program is available from the university Benefits Office or the System Human Resources Office. The Open Enrollment and Advantage Account Program Forms are also available on the worldwide web at www.maine.edu.

SAVINGS PLANS

Credit unions are available to regular employees who may become members by paying a membership fee. Payroll deductions can be made upon authorization.

Payroll deductions will be made for any regular employee who wishes to enroll in the United States Government Savings Bond Program.

DIRECT DEPOSIT

Employees may authorize that salary payments occur through direct electronic deposit to a savings or checking account. The University encourages employees to use this convenient method of receiving payments.
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