

APPENDIX D

Memorandum of Understanding

AGREEMENT made by, between, and among the University of Maine System, an institution of higher education with principle offices at Bangor, Maine, (hereinafter “University”) and Teamsters Union Local #340, an employee organization with a place of business at South Portland, ME, (hereinafter “Union”). For valuable considerations, and in consideration of the mutual promises and covenants contained herein, the University and Union hereby agree as follows:

1. The University and Teamsters Union Local #340 agree that the displacement procedure (bumping) described in Article 15, Section 4.d. of the 1989 – 92 Service and Maintenance Collective Bargaining Agreement shall be interpreted as follows:
 - a. An employee electing to displace (bump) a person in a classification in which the employee has served satisfactorily and for which the employee has the necessary skills and ability may do so based on campus seniority as defined in Article 15, Section 1.b.
 - b. An employee who elects to displace (bump), as described in Article 15, Section 4.d of the Agreement, shall displace (bump) the person with the lowest classification seniority in the classification, provided that the employee’s campus seniority is greater than the campus seniority of the person to be displaced.
 - c. Employees who have displaced (bumped) an employee in a classification in which they previously have served shall be given a new classification seniority date effective on the date of displacement, unless they are entitled to prior service as described in Article 15, Section 1.c.i and ii.
2. The University and the Union agree that campus seniority shall be used only in Article 15, Section 4.d for purposes of displacement eligibility and not for any other purposes related to layoffs in Section 4 of Article 15.
3. The University and the Union agree that if there is a conflict between this Memorandum of Understanding and any provision or previous interpretation of any provision of the 1989 – 92 Service and Maintenance Collective Bargaining Agreement, then this Memorandum of Understanding shall be controlling.
4. The University and the Union agree that this Memorandum of Understanding is effective on its execution date and shall have no application, implied or otherwise, to any layoffs known or unknown occurring prior to the execution date of this Memorandum of Understanding, and shall not be the subject of any grievances or any other proceeding by the parties.

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

Dated: 12/04/91

By: David Lane

Dated: 12/03/91

By: Carl Guignard