Agreement between

University of Maine System

and

Teamsters Union
Local #340

Service & Maintenance Unit

July 2007 – June 2009
The Agreement between the University of Maine System and the Teamsters Union Local #340, affiliated with the International Brotherhood of Teamsters, July 1, 2007 – June 30, 2009 can also be found at the University's web site:  http://www.maine.edu/system/lr/labor_relations.php
PROLOGUE

THIS AGREEMENT is entered into between the UNIVERSITY OF MAINE SYSTEM, hereinafter referred to as the 'University', and TEAMSTERS UNION LOCAL No. 340, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the 'Union'.

ARTICLE 1 – PREAMBLE

Pursuant to the provisions of the University of Maine Labor Relations Act, the parties hereto enter into this Agreement.

ARTICLE 2 - RECOGNITION

1. The University recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and other working conditions for employees in the Service and Maintenance bargaining unit who are employed by the University of Maine System and who are University employees in accordance with the University of Maine Labor Relations Act.

2. Employees who are assigned to duties outside the job description for their classification on a temporary basis following an absence involving Worker's Compensation for a period which is not expected to exceed six (6) months shall remain in the bargaining unit(s) to which their classification(s) were assigned immediately preceding the absence. In the event that such employees are members of the Service and Maintenance bargaining unit, the provisions of Articles 17, Section 1, and 18, Sections 1 and 5 of this Agreement shall not be applicable to such employees during this period of temporary reassignment.

ARTICLE 3 - DEFINITIONS

1. The definitions herein specified shall apply to the following words wherever used in this Agreement:

   a) Bargaining Unit - The University of Maine System Service and Maintenance bargaining unit.

   b) Employee - a University employee, as that term is defined in Section 1022 (11) of the University of Maine Labor Relations Act, who is employed in a job title included in the University of Maine System Service and Maintenance bargaining unit.

   c) Director - the Directors of Residential Life, Physical Plant (or equivalent titles) or other administrative units at a campus of the University.

2. As used herein, the male pronoun or adjective shall refer also to female unless otherwise indicated.

ARTICLE 4 - UNION SECURITY

1. All employees shall have the right to join the Union or refrain from doing so except as otherwise provided herein. No employee shall be favored or discriminated against either by the University or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

2. All employees who are currently in the bargaining unit, or who enter into the bargaining unit subsequent to the effective date of this Agreement, shall during the term of this Agreement be required to pay to the Union amounts equal to the Union's periodic dues or to pay the Union amounts equal to eighty (80) percent of the Union's regular periodic dues. The obligation to pay such amounts shall begin on the first day of the month next following the thirtieth calendar day after achieving bargaining unit status, or the first day of the month next following the thirtieth calendar day after the effective date of this Agreement, whichever is later.
3. All employees in titles covered by this Agreement shall be informed by the University at the time of hire of the existence of this Agreement and the obligation of employees after entering the bargaining unit to either join the Union and pay the initiation fees and regular periodic dues or to pay to the Union amounts equal to the Union’s regular periodic dues.

4. Each University campus will give a union steward access to a group orientation session that includes Service and Maintenance unit members under the following conditions:
   a) Management will notify the campus chief steward or steward of the time and location where the steward can have access to the unit members.
   b) The union steward will be granted up to 15 minutes with the new unit members to discuss the issue of union security.
   c) Management will be allowed to have one representative present to observe the steward’s presentation. Management’s observer will not answer questions or interfere with the presentation.
   d) If no union steward is available to make the presentation as scheduled, Management is under no obligation to reschedule the access time.

5. When a University campus does individual orientation sessions, the union steward will be notified of the new unit member’s hire and will be granted up to 15 minutes to present the issue of union security with a management observer present, if management so desires, at a mutually agreeable time and location. The union steward will be granted release time to make the presentation, if the presentation is being done on the union steward’s scheduled shift, otherwise, the presentation will be done on the union steward’s own time.

6. When an extension of a campus hires a new unit member, while no release time will be granted for a union steward to travel to the location, the union will be allowed either through a union steward or its business agent to make up to a 15 minute presentation on the issue of union security to the new unit member with a management observer present, if management so desires, at a mutually agreeable time and location.

7. The Business Agent for Local # 340 will meet with the Labor Relations Manager prior to the expiration of this agreement to discuss any issues regarding the application of this article.

8. In the event this provision for Union security shall be declared to be invalid by any tribunal of competent jurisdiction, the Union shall indemnify and hold harmless the University from any and all damages, restitution of amounts paid hereunder, or other monetary liability which may accrue against the University by virtue of this provision.

9. Within the months of February, April, June, August, October and December of each year and at no cost to the Union, the University shall supply the Union with a listing and data base including employee names, home and campus address, job titles, wage bands and steps, job status, current job appointment dates, and length of work years and gender of all unit members.

**ARTICLE 5 - CHECKOFF**

1. The University shall deduct on a biweekly basis dues and initiation fees or amounts equal to periodic dues upon receipt of signed authorization from an employee and a certified statement from the secretary-treasurer of the Union as to the amount to be withheld.

2. Such amount shall be deducted from the payroll checks of all employees of the Service and Maintenance Unit who have so authorized.
The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the University of the amounts designated by each contributing employee that are to be deducted from his / her paycheck on a bi-weekly basis for all weeks worked. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

3. The University shall forward all such dues or amounts collected to the secretary-treasurer of the Union by the fifteenth (15th) day of the month following the month in which such deductions have been made.

4. Written withholding authorizations from each employee so authorizing will be submitted to the appropriate campus office designated by the University. The University together with the Union shall develop forms and procedures to expedite the deductions of dues and the prompt remission to the Union.

5. The Union shall indemnify and save the University harmless against all claims and suits, which may arise by reason of any action taken in making deductions and remittances to the Union pursuant to the Article.

ARTICLE 6 - MANAGEMENT RIGHTS

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

ARTICLE 7 - MAINTENANCE OF STANDARDS

General working conditions not specified in this Agreement which are applicable on a system-wide basis, or in the case of a particular campus, on a campus-wide basis, shall be maintained for covered employees at a level not less favorable to employees than that existing on the date of execution of this Agreement, except where the Union is provided a reasonable opportunity to meet and discuss proposed changes in such working conditions prior to their implementation.

Any disagreement regarding this Article shall be subject to the grievance procedure described in Article 11, Grievance Procedure, commencing at Step 2 thereof.

ARTICLE 8 - UNION ACTIVITIES

1. Any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business shall be granted time off, without discrimination or loss of seniority rights and without pay, provided seven (7) calendar days written notice is given to the University by the Union, specifying the length of time off. In the event the time off desired exceeds fourteen (14) calendar days in the case of attendance at labor conventions, or three (3) days in the case of other official Union business, the provisions of Article 24, paragraphs 2 and 3 shall govern. However, if a bona fide extension of a labor convention is decreed the leave period under this paragraph shall be extended and shall be coterminous with the length of the convention, plus reasonable time for return travel, provided verbal notice is given the University at the time of extension and the employee supplies documentation of the extension upon return to work. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the University's operation due to a lack of available employees or the creation of unreasonable work schedules for remaining employees.

2. An employee elected to a full-time paid Union office shall be granted an unpaid leave of absence for the term(s) of office. A written notice of this leave must be submitted at least thirty (30) days in advance by the employee to the appropriate supervisor. This time requirement may be waived by mutual consent of
the Director and the employee. The Union shall provide to the University official notice of such appointment and the applicable term as soon as possible. The Union shall provide notice of the employee's intent to return to active duty at least thirty (30) days in advance of such date. The least senior employee in the same job classification at that employee's campus may be laid off upon return of the employee granted such leave.

3. The University shall permit a reasonable number of employees, not to exceed three (3) from the University of Maine, two (2) from the University of Southern Maine, and two (2) from other campus locations, to participate as members of the Union's bargaining team in collective bargaining negotiations with the University for a successor Agreement to this Agreement, without loss of time or pay for attendance at such negotiations with the University which take place within an employee's normal working hours. This privilege is subject to the understanding that adequate notice of the date and time of such negotiations will be given by the employee to the director or designee. Pay for time not worked because of attendance at negotiations will be limited to the number of hours within the employee's normal work schedule which are reasonably necessary to permit the employee's attendance at a negotiating session. The Union may use alternate employees from campuses that have no representative on the bargaining team as long as the total number of team members participating at any time does not exceed seven (7).

This privilege is also subject to the understanding that adequate notice of the date and time of such negotiations will be given by the employee to the director or designee. The Union shall provide a list of regular bargaining team employees and alternate bargaining team employees prior to the beginning of bargaining for a successor agreement.

4. Where the Union schedules regular periodic meetings of employees at a campus, employees who are scheduled to work at the time of such meeting may upon request be permitted time off without pay to attend the meeting. Such time off shall require the approval of the employee's supervisor, whose decision shall not be grievable. If time off is granted, the employee may be scheduled by the supervisor to work an equal number of hours outside the employee's normal work schedule on the same day. The Union agrees that such regular periodic meetings to which this privilege is applicable shall be scheduled at a campus not more frequently than monthly and at times which conflict with the work schedules of the smallest number of employees as possible.

5. Any employee elected to the office of President of the Union shall be eligible to request unpaid leave of absence to attend to the duties of the office. If such leave is granted, and does not exceed one day per week, the employee's status with respect to sick leave and annual leave accumulation and participation in University group life and health insurance shall not be affected by the leave.

ARTICLE 9 - UNION ACCESS TO FACILITIES

1. Except as otherwise provided in Article 10, paragraph 3, access to employees by authorized Union representatives, including off-duty employees or those on annual leave or leave of absence for any purpose, shall be limited to employee's non-work time and to non-work areas. Union representatives shall obtain prior approval from the immediate supervisor before being permitted access to any employee.

2. In no event shall such activity:

a) interrupt the University's working schedule, or

b) interfere with the performance of employees' duties, or

c) violate campus security regulations and policies.

3. Duly authorized Union representatives will be permitted to enter work sites with an authorized escort, subject to the restrictions set forth in Paragraph 2 of this Article, for the purpose of observing conditions under which employees are employed.
4. The University agrees to allow the use of its facilities, when available, in accordance with applicable campus rules and regulations, for the purpose of holding Union meetings. The Union will notify the appropriate campus personnel of its meeting room needs as early as practicable but not less than seventy-two (72) hours prior to the desired meeting time.

5. The University shall permit in accordance with University regulations and policy the use of University specified bulletin boards in work locations by the Union to post informational notices relating to official Union business. Where a bulletin board is multi-purpose, an area shall be set aside for the sole purpose of official Union business.

6. Union stewards, including the chief steward, shall be permitted to use intra-campus mail facilities and services, subject to the same restrictions as are applicable to other campus personnel, for the purpose of transmitting official correspondence to grievants and/or the University with respect to grievances pending under Article 11. The Union and its stewards and chief steward shall not use intra-campus mail facilities and services for the purpose of mass mailings.

7. The Union may continue to use an office for official Union use at the University of Maine. All telephone operating charges for a University phone installed in this office shall be paid by the Union.

8. The Union may at reasonable times utilize a designated copying machine at the University of Maine to reproduce informational materials relating to official Union business. Access to such machine shall be granted to the chief steward or a designated shop steward at the Orono campus upon request to the appropriate campus representative. The Union shall pay a charge of $.05 for each page of copying or such lesser rate as is uniformly applicable to other users of the same machine, if other users are uniformly charged on a per page basis.

9. The University shall supply the Union with all public agendas, minutes and reports of the Board of Trustees.

10. The Union may request an office for official Union use pursuant to existing campus procedures at the University of Southern Maine. An appropriate office shall be provided to the Union if available. The Union shall pay the costs of any renovations performed by the University, which are necessary to provide a suitable office. The Union may, at its cost, have a University phone installed in this office. All telephone operating charges shall be paid by the Union.

11. At the Gorham and Portland locations of the University of Southern Maine the Union shall have a lockable bulletin board.

ARTICLE 10 - UNION STEWARDS

1. The University recognizes the right of the Union to designate shop stewards. The authority of shop stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

   a) the investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;

   b) the transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

2. The Union shall be entitled to select a maximum of thirty-two (32) shop stewards, plus four (4) chief stewards, who will be selected from within their respective areas of representation. Stewards shall be selected as follows:
1. University College of Bangor
2. University of Maine at Farmington
3. University of Maine at Fort Kent
4. University of Maine at Machias
5. University of Maine at Presque Isle
6. University of Maine, Student Auxiliary Services, York
7. University of Maine, Student Auxiliary Services, Wells
8. University of Maine, Student Auxiliary Services, Hilltop
9. University of Maine, Student Auxiliary Services, Steward
10. University of Maine, Student Auxiliary Services, Stodder
11. University of Maine, Student Auxiliary Services
12. University of Maine, Student Auxiliary Services
13. University of Maine, P.I.C.S.
14. University of Maine, Memorial Union Food Service
15. University of Maine, Facilities Management skilled trades
16. University of Maine, Facilities Management skilled trades
17. University of Maine, Facilities Management skilled trades
18. University of Maine, Facilities Management skilled trades
19. University of Maine, Facilities Management skilled trades
20. University of Maine at Augusta
22. University of Maine, Facilities Management janitors, 1st shift
23. University of Maine, Facilities Management janitors, 2nd shift
24. University of Maine, Facilities Management janitors, 3rd shift
25. University of Maine, Facilities Management grounds
26. University of Maine, Darling Center
27. University of Maine, Highmoor Farm
28. University of Southern Maine, Portland
29. University of Southern Maine, Lewiston-Auburn
30. University of Southern Maine, Gorham
31. University of Southern Maine, Gorham-third shift
32. University of Southern Maine, Portland, night shift

Where the Union is permitted to select more than one steward for a particular complex, other physical area or grouping of employees, the Union shall determine the areas of representation of such stewards, which shall be confined to a portion of the particular complex, area or grouping. Areas of representation shall not overlap. Any employee on the Orono campus not specifically included in one of the areas of representation above described, or determined by the Union in accordance with this Article, may be represented by the steward in closest reasonable proximity to the employee’s work area, as available, or by the Orono campus chief stewards. Areas of representation for the chief stewards shall be:

1. University of Maine, Facilities Management, Trades
2. University of Maine, Facilities Management, Janitorial Services
3. University of Maine, Student Auxiliary Services
4. University of Southern Maine

In the event that a designated chief steward is normally assigned to a shift other than a day shift, the University may elect to reassign such chief steward(s) to a day shift without posting such assignment as a vacancy or accepting bids therefore from other employees. Such reassignment shall be temporary and shall end upon expiration of the designation as chief steward.

3. The shop stewards and chief stewards, during their normal working hours without loss of time or pay, may in accordance with the terms of this Article, process and handle grievances upon first having received permission from their immediate supervisor to do so. Such permission shall not be unreasonably withheld. The privilege of shop stewards and the chief stewards leaving their work during normal working hours
without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling and processing of grievances and will not be abused; and stewards and the chief stewards will perform their regularly assigned work at all times, except when necessary to leave their work to process and handle grievances as provided herein. A steward or a chief steward who enters into a unit or department other than his own for the purpose of investigating or processing a grievance shall first obtain the permission of the supervisor of the unit or department. Such permission shall not be unreasonably denied.

4. The Union shall furnish the University with a written list of its shop stewards and chief stewards and shall promptly notify the University in writing of any changes therein.

5. There shall be no Union activity during normal working time except as expressly provided herein.

6. Four (4) stewards designated by the Union shall each be granted a maximum of one (1) day off without loss of pay per fiscal year to attend a training session regarding labor relations. The Union shall provide the University with written notice of the names of the stewards to receive such training and the date and time of the training session at least thirty (30) days prior to the event.

7. Notwithstanding the provisions of this Agreement regarding seniority, the stewards shall have top seniority for purposes of layoff as described below.

   a. A steward who receives a notice of layoff may displace a person within their classification at his / her campus or in any classification in the unit at his / her campus in which the steward to be laid off has served satisfactorily.

   b. If a chief steward has no displacement option, as described in the above section, the chief steward shall be assigned by the University to another unit position, provided that the chief steward can perform the duties and responsibilities of the position.

ARTICLE 11 - GRIEVANCE PROCEDURE

1. A grievance, for the purpose of this Article, shall be defined as a dispute between an employee or employees and the University, or between the Union and the University, with respect to the interpretation or application of the specific terms of this Agreement.

2. The steward, with or without the employee who believes that a problem exists with respect to the interpretation or application of the specific terms of the Agreement, shall first discuss the problem in an informal manner with the employee’s immediate supervisor within seven (7) working days of the occurrence of the problem or of the date on which the employee may reasonably be presumed to have known of its occurrence. Reasonable efforts shall be made by the parties involved to resolve the problem informally within seven (7) working days. The steward and the employee will be notified of the disposition by the supervisor.

3. Step 1: If the problem has not been adjusted informally, it shall be reduced to writing. A written grievance, signed by the steward and the aggrieved employee(s), shall be submitted to the appropriate Director, using the form agreed to by the parties, within seven (7) working days after notification of disposition provided in paragraph 2. The written grievance shall contain:

   a) A concise statement of the events giving rise to the grievance and all evidence available to the Union in support hereof;

   b) The specific section of this Agreement alleged to be violated;
c) A statement as to when the grievance arose, became known or should have become known to the employee;

d) A statement as to the redress sought by the employee.

Upon receipt of the written grievance, a grievance number shall be obtained from the Office of Human Resources and assigned to the grievance by the Director. A written disposition with respect to the grievance shall be rendered by the Director to the employee and the steward within seven (7) working days after receipt of the written grievance; provided that the Director has had a meeting with the employee and the steward prior to making a disposition of the grievance.

4. Step 2: If the disposition is not satisfactory to the Union, the steward may appeal the grievance in writing, using the form agreed to by the parties, to the campus President or the President’s designee within seven (7) working days after receipt of the notification provided in paragraph 3 except that grievances filed with respect to discharges or suspensions without pay must be filed within the time limitations specified in Article 13. The President or the President’s designee shall render a disposition in writing to the employee and the steward within seven (7) working days after receipt of the written grievance; provided that, in the event that the President or the President’s designee determines that a meeting with the employee and the steward is appropriate prior to making a disposition of the grievance, the President or the President’s designee shall render a disposition of the grievance in writing within seven (7) working days after the conclusion of such meeting.

5. Step 3: If the disposition of the President or the President’s designee is not satisfactory to the Union, the Union Business Representative may appeal the grievance in writing, using the form agreed to by the parties, to the Chancellor or the Chancellor’s designee within ten (10) working days after receipt of the notification provided in paragraph 4. The Chancellor or the Chancellor’s designee shall render a determination in writing to the Union Business Representative within ten (10) working days after receipt of the written grievance.

6. Step 4: In the event that the determination of the Chancellor or Chancellor’s designee is not acceptable to the Union it, within fifteen (15) working days after the date of that determination, or the date the determination is due if no determination is rendered within the time period specified above, may request that the matter be submitted to arbitration by notifying the Chancellor or the Chancellor’s designee in writing by certified or registered mail.

a) The arbitration proceedings shall be conducted by an arbitrator selected by the Chancellor or the Chancellor’s designee and the Union within ten (10) working days after the notice has been received. If the parties fail to agree upon an arbitrator, either may request the Maine Board of Arbitration and Conciliation to provide an arbitrator in accordance with the rules of the organization.

b) The decision of the arbitrator shall be final and binding with regard to the dispute consistent with applicable law and this Agreement. The Arbitrator shall not have the authority to amend or modify or establish new terms or conditions with respect to this Agreement. Wherever possible the arbitrator shall render the decision within thirty (30) calendar days after the conclusion of the hearing and any final written or oral argument.

c) All fees and expenses for the arbitrator’s services and the proceedings shall be borne equally by the University and the Union. However, each party shall be responsible for bearing the costs of preparing and presenting its own case and compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.

7. All grievances shall be filed and appealed within the time limits set forth above or they will be deemed waived; provided, however, that the time limits may be extended by mutual agreement of the appropriate
Union representative and the University administrator at any step of the above procedure, which agreement shall be confirmed in writing.

8. At each step of the grievance procedure management shall meet and discuss the issues with the grievant and the steward unless mutually agreed otherwise by the University and the Union.

9. For the purposes of this Article, the term ‘working day’ shall mean any day in the period from Monday through Friday in each week of the calendar year, exclusive of officially designated University holidays, whether or not any person involved in a grievance shall be scheduled to work on such day.

10. No complaints informally resolved or grievances resolved at Steps 1, 2 or 3 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the Union.

11. Acts or omissions which occurred prior to this Agreement shall neither be grievable nor be evidence of a violation of any term of this Agreement.

ARTICLE 12 - NON-DISCRIMINATION

1. The University and the Union agree not to discriminate against any employee because of sex, race, color, national origin religion, or sexual orientation. The parties shall comply with applicable provisions of federal and state laws in respect to discrimination in employment because of age and physical and mental disability.

ARTICLE 13 - DISCHARGE OR SUSPENSION

1. a) When the University believes it may have cause to terminate or suspend without pay a unit member, a disciplinary hearing will be held prior to the implementation of the suspension or discharge except when circumstances mandate that action must be taken to protect the interests of the University, its employees, or the affected employee. In the case of suspension without pay or termination the University shall notify the employee, the steward and the Union that a hearing will be held and arrange a mutually agreeable time for the parties to meet. At the hearing the University shall provide the unit member and the Union with an explanation of any adverse evidence and allow an opportunity for the unit member and/or the Union to respond. No disciplinary meeting shall be held until the Union business agent or union steward is provided a reasonable opportunity to attend.

b) The University shall not discharge or suspend without pay any regular employee without just cause. The University will as soon as possible notify the employee in writing in person or by certified mail, return receipt requested, to the employee’s last known address according to University records, of the discharge or suspension and the reasons therefore. Such written notice shall also be forwarded to the Steward, and a copy mailed to the Union, within five (5) working days from the time of the discharge or suspension.

c) All employees shall serve a probationary period of six (6) months during which time the employee may be discharged without cause. After completion of the probationary period the employee shall be deemed a regular University employee.

2. The University agrees that, in general, it will follow the principle of corrective discipline for minor offenses prior to effecting a discharge or suspension without pay of a regular employee; that is, the University will give an oral warning for a first complaint against the employee and a written warning for a second complaint, following which the employee may be discharged or suspended without pay without further warning.

The written warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which a complaint and warning are based, provided that the employee has received no other oral or written warnings during such period.
3. The oral and written warnings by the University referred to in paragraph 2 shall not be required, by way of illustration but not of limitation, in appropriate cases such as: theft or attempted theft on University premises or of the property of the University, students or any person employed by the University; violation of safe work practices and/or safety rules; absence without leave; use of intoxicants during work time; and other causes of a similarly serious nature.

4. Any employee discharged must be paid in full for all wages owed him by the University, including overtime, and unused earned annual leave and holiday pay, if any, on the next regular payday following the pay period in which the discharge occurs.

5. A discharged or suspended employee must advise the Union in writing, within five (5) calendar days after receiving notification of such action against him, of his/her desire to appeal the discharge or suspension.

6. The University agrees to have only one (1) official personnel file for each employee from which personnel decisions are made.

7. A disagreement between the Union and the University as to the validity of a discharge or suspension may be referred to Step 2 of the grievance procedure as set forth in Article 11, paragraph 4, within ten (10) working days after the Union’s receipt of notification of discharge or suspension.

**ARTICLE 14 - SEPARATION OF EMPLOYMENT**

Upon discharge, resignation or quit, the University shall pay in full all owed wages, including overtime, and earned unused annual leave and holiday pay, if any, on the next regular payday following the pay period in which the separation of employment occurs.

**ARTICLE 15 - SENIORITY**

1. Seniority shall be an employee’s length of continuous full-time regular service with the University or campus or in his classification, depending on the question involved, including approved leaves of absence. An employee shall have no seniority for the initial six months of employment in full-time regular status, but upon completion of this period, shall have seniority retroactive to the commencement of this six (6) month period. The University may appoint an employee to a non-renewable fixed length appointment for a specified duration, which shall not exceed one (1) year. Non-renewable fixed length appointments which are extended beyond one (1) year shall result in a continuing appointment unless mutually agreed otherwise by the Union and the University. In the event employees, appointed to a non-renewable fixed length appointment, are reappointed to a continuing appointment without a break in service, then seniority date shall be established as the original date of hire as a regular employee.

a) `University seniority` is the employee’s length of continuous service with the University from his most recent commencement of employment or assignment to regular full-time status.

b) `Campus seniority` is the employee’s length of continuous full-time regular service since the date of his last assignment to the campus where he is currently working.

c) `Classification seniority` is the employee’s length of continuous full-time regular service in his current job classification at the campus where he is currently working, subject to the following exceptions:

i) Prior service in the same classification at the same campus shall be included only where service in the classification was interrupted by continuous University service in an equal or higher classification, within or outside the bargaining unit, in the same trade or job grouping. In such event, classification seniority shall include the prior service in the same classification and the intervening service in an equal or higher classification. However, if the intervening service exceeds three years, is in a classification outside the bargaining unit and ceases on or after July 1, 1985, classification seniority shall include only the prior service in the same classification, but not the
intervening service. The return of an employee into the bargaining unit shall not cause the displacement of another unit member.

ii) In each of the following trades or areas of trades specialization, classification seniority is the employee’s total length of continuous full-time regular service at the campus where he is currently working in the listed classifications within the trade or specialty.

(1) Carpenter, Carpenter I, Carpenter II
(2) Plumber, Plumber I, Plumber II
(3) Furniture Refinisher, Furniture Refinisher I, Furniture Refinisher II
(4) Carpet and Floor Installer, Carpet and Floor Installer I, Carpet and Floor Installer II
(5) Refrigeration Mechanic, Refrigeration Mechanic I, Refrigeration Mechanic II
(6) Locksmith, Locksmith I, Locksmith II
(7) Electrician Cable Splicer, Electrician Cable Splicer I, Electrician Cable Splicer II
(8) Motor Maintenance Mechanic, Motor Maintenance Mechanic I, Motor Maintenance Mechanic II
(10) Small Appliance Repair Mechanic, Small Appliance Repair Mechanic I, Small Appliance Repair Mechanic II
(12) Electrician, Electrician I, Electrician II
(14) Assistant Watch Engineer, Assistant Watch Engineer I, Assistant Watch Engineer II
(15) Watch Engineer, Watch Engineer I, Watch Engineer II
(16) Boiler Maker, Boiler Maker I, Boiler Maker II
(17) Oil Burner Mechanic, Oil Burner Mechanic I, Oil Burner Mechanic II
(18) Steam Fitter, Steam Fitter I, Steam Fitter II
(19) Automotive Body Mechanic, Automotive Body Mechanic I, Automotive Body Mechanic II
(20) Artisan Printer, Artisan Printer I, Artisan Printer II
(21) Climate Control Technician, Climate Control Technician I, Climate Control Technician II
(22) Garage Mechanic, Garage Mechanic I, Garage Mechanic II
(23) Painter, Painter I, Painter II
(24) Sign Painter, Sign Painter I, Sign Painter II
(25) Baker
(26) Cook, Cook I, Cook II, Cook III

For employees who have entered any of the classifications listed above following participation in an apprentice program administered by the University, classification seniority shall also include the prior continuous full-time regular service in the related apprentice classifications.

2. Seniority for all purposes hereof shall be terminated when an employee:

a) retires or resigns;

b) is discharged for just cause;

c) is laid off for a period of more than twenty-four (24) consecutive months;

d) is absent without leave for three (3) consecutive work days (unless proper and acceptable excuse is shown by the employee);

e) fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the employee received notice by certified mail from the University;

f) fails to return to work following an annual leave or leave of absence (unless proper and acceptable excuse is shown by the employee).

An employee will accumulate seniority for the initial term of office while on leave of absence described in Article 8, Section 2.

3. A seniority list by job classification shall be established by the University of Maine System listing by campus all employees covered by this Agreement, with the employee with the greatest seniority listed first. The seniority list shall be brought up to date semiannually showing classification seniority and campus seniority as of July 1 and January 1 of each year and posted immediately thereafter on specified bulletin boards for a period of not less than forty-five (45) days. A copy of the list shall be sent to the Union and the Chief Steward. Any objections to the seniority list, as posted, must be reported to the Office of Human Resources within thirty (30) days from the date posted, or the list shall stand accepted. Any unresolved objection made in accordance with the foregoing procedure shall be subject to the grievance procedure described in Article 11, Grievance Procedure, commencing at Step 3 thereof.

4. In the event of a layoff in the unit, employees will be laid off according to classification seniority, if all other qualifications are equal. If all qualifications and classification seniority are equal, selection for layoff will be based on campus seniority (see Appendix D).

a) Employees will be recalled to their positions in the reverse order of layoff. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within fourteen (14) days from the date of delivery of notice of recall, the employee may be terminated.

b) Employees shall, wherever possible, be given written notice of layoff stating the circumstances which caused the layoff. Where feasible, such notice shall be two (2) weeks prior to the layoff date.

c) (1) In the event an employee is laid off on a permanent basis, he shall receive payment for unpaid wages and earned unused annual leave on the next regular payday following the pay period in which the layoff occurs.

(2) In the event a full-time employee is laid off on a permanent basis, the employee shall be entitled to severance pay based on the following completed years of continuous regular service:
Complete Years of Continuous Regular Service | Weeks of Severance Pay
---|---
1 through end of 2 | 1 week
3 through end of 4 | 3 weeks
5 through end of 9 | 4 weeks
10 through end of 14 | 5 weeks
15+ | 6 weeks

(3) In the event an employee is laid off on a temporary seasonal basis, the current practice regarding unpaid wages and earned unused annual leave shall prevail.

d) An employee who is to be laid off may displace a person at his campus in any classification in the unit in which the employee to be laid off has previously served satisfactorily, provided the employee who is to be laid off has the necessary skills and ability; provided further, that the displaced person shall have the lowest classification seniority in his classification.

e) Those employees who have historically had the option of working or being voluntarily laid off during the summer shall retain this option, except to the extent that the University may find it necessary to require employees to work. Such required work will be offered to the available above described qualified employees in order of campus seniority. In the event that a number of employees insufficient to perform the work involved accept the offer of work, the remaining available work will be assigned to above described qualified employees in reverse order of campus seniority.

f) Eligible employees who have been laid off shall be eligible to participate at their cost in University group life and health insurance for one year following the effective date of layoff. Employees who desire to maintain group life and health insurance in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of the layoff.

5. a) In the event of a job opening or vacancy for a full-time regular position in any classification included within the unit, employees working within the same classification in the department at the campus shall be notified of the opening by posting of a notice at the campus for at least two (2) working days or at University option by personal notification and solicitation by University agents in classification seniority order. At the University of Southern Maine the posting or notification shall include the building(s) where the vacancy exists. Where notification is by posting of a notice, such notice shall be placed on designated bulletin board(s). The location of such bulletin board(s) shall be communicated to employees at the campus within thirty (30) days of the execution of this Agreement. The said job opening or vacancy shall be filled by the transfer of the employee in the classification in the department with the greatest classification seniority who applies therefore, provided that the employee to be transferred has the necessary skills and ability. Where classification seniority is equal between two (2) employees having the necessary skills and ability, selection shall be based on campus seniority. This procedure shall also apply to full-time regular positions in the bargaining unit which are expected to be available on a temporary basis for a period of at least six (6) months due to the disability of the incumbent. Any employee who transfers as a result of such temporary vacancy may be reassigned to his former position upon the return of the incumbent.

b) After all transfers indicated by the above described procedure have been accomplished in the filling of a job opening or vacancy, the resulting job opening or vacancy may in the discretion of the University, be filled, where practicable, by intra-departmental promotion. In such event, departmental and institutional needs, equal employment opportunity obligations, employee preferences, seniority and other relevant criteria shall be given due consideration.

c) Following the utilization of the above procedure described in paragraphs (a) and (b), any job opening or vacancy for a full-time regular position in any classification included within the unit finally resulting in the department shall be posted at the campus at which the opening or vacancy exists. A copy of such postings shall be sent to the Union Business Representative. The opening or vacancy
shall be filled by the transfer of the employees with the greatest classification seniority in the same classification in any other department at the campus who applies therefore, provided that the employee to be transferred has the necessary skills and ability. If the opening or vacancy is not thus filled, consideration for filling such job openings or vacancies shall be rendered in the following manner:

(1) The first area of consideration shall consist of all employees outside the department on the campus on which the job opening or vacancy exists who have responded to the posting in a timely fashion. Qualified service and maintenance unit candidates from the campus shall be interviewed before any external candidates are interviewed. The University maintains exclusive authority in determining the best-qualified applicant.

(2) In the event that no applicant is selected to fill the vacancy from the first area of consideration, the job opening or vacancy may be filled with the best-qualified applicant from any source.

(3) Where all other qualifications are equal, campus seniority shall be the governing factor.

6. Campus seniority among employees in the same department and work location shall be the governing factor in the selection of annual leave preferences, if all other qualifications are equal.

7. a) When the University is able to schedule overtime work in advance, such work will be offered to available qualified employees in the department and work location in which the need for the work exists on a rotational basis in order of classification seniority. On any occasion when a number of employees insufficient to perform the work involved accept the offer of overtime, the remaining available overtime will be assigned to qualified employees in the department and work location in which the need for the work exists in reverse order of classification seniority on a rotational basis. The provisions of this paragraph shall be applicable to those situations where the selection of or assignment of qualified employees to perform overtime work can be completed at least twenty-four (24) hours in advance of the scheduled performance of the work on an overtime basis. For purposes of Article 15, Section 7.a. only the definition of 'employees' shall be modified to include any person in a classification in the bargaining unit who is within the initial six (6) month period of University employment.

b) When overtime work cannot be scheduled by the University in sufficient time to complete the procedures of Section 7.a. of this Article at least twenty-four (24) hours in advance of the scheduled performance of the work on an overtime basis, the University may assign any person to perform such work provided such assignment is consistent with provisions of Article 17.

c) Employees who are absent from work under the provisions of any leave policy shall be included with other eligible employees for consideration for overtime opportunities which may arise. Employees, who are unable to perform the essential functions of the position, will not be eligible for overtime assignments.

d) Any employee scheduled to work overtime on their normal day off in accordance with the provisions of Section 7 shall be guaranteed at least three (3) hours of pay.

ARTICLE 16 - PERFORMANCE EVALUATION PROGRAM

1. The Performance Evaluation Program of employees shall continue. No employee shall be required to fill out the self-assessment portion of the approved evaluation tool. An employee's refusal to fill out the form shall not result in retribution against the employee.

2. Each employee will be given a copy of the completed Performance Evaluation form. The fact that the employee signs the report does not signify his approval of the contents.
ARTICLE 17 - WORK ASSIGNMENTS

1. The University agrees that work traditionally assigned to job classifications in the unit shall continue to be assigned to such job classifications; provided, however, that employees may be expected to perform work not traditionally assigned to job classifications in the unit, and persons not within the unit may perform work traditionally assigned to job classifications in the unit in appropriate circumstances, including but not limited to:

   a) training and personal development;
   b) emergencies and critical situations;
   c) circumstances where qualified employees are not readily available;
   d) circumstances where such work is a normal part of the employee's or other persons' normal duties.

Assignments under this Article to persons who are not within the unit will not be made for the purpose of undermining the Union.

2. a) The University shall maintain a job description for each job classification in the unit. The job description shall describe the duties considered necessary to perform the principal functions of the job. In the event that the duties of the classification are altered by the University, the University shall revise the job description accordingly, and shall so inform the Union in writing. Upon its request, the Union may meet with the University to discuss the impact of the revision(s) on employees. In the event of disagreement between the University and Union regarding such impact, employees shall perform such work as is assigned. The wage band for the classification shall be maintained or revised in accordance with the University's application of the existing job evaluation criteria. Disagreements regarding assignment of the classification to a wage band may be referred by the Union to Step 3 of the grievance procedure within five (5) working days after the discussion is concluded. Other disagreements as to whether the impact of the assignment violates any provision of this Agreement may be referred to the grievance procedure commencing at Step 1 thereof.

   b) The University shall notify the Union when a classification covered by this agreement is to be reviewed in accordance with the Classification Maintenance Program. The University shall meet with the Union to discuss any classification specification changes before such changes are sent to employees. Disputes regarding the assignment of a classification to a new wage band shall be addressed in accordance with the procedure described in section 2.a. of this Article.

3. The Union agrees to cooperate with campus initiatives to improve productivity by the University of Maine System Board of Trustees in keeping with the collective bargaining agreement.

4. The University shall endeavor to develop and study aspects of the classification program to better recognize skills, competencies, and licenses specifically required for performing a job. The University will meet with a Union committee no later than January 31, 2007 to present its findings. Four members of the Union's bargaining team shall have paid release time to attend meetings during working hours.

ARTICLE 18 - WORK SCHEDULE

1. a) The work week for full-time regular employees shall be a forty (40) hour week, not including unpaid meal periods, except that work weeks of other lengths which are in existence for full-time regular employees at the time of the execution of this Agreement shall be continued. Work schedules will not be arbitrarily or capriciously changed by the University.

   b) A full-time regular employee with five (5) full-time equivalent years of continuous service may request
a reduction in work schedule when it is mutually beneficial to the University and the employee and be eligible for certain pro-rated benefits available to full-time regular employees. The work schedule reduction shall be to no less than one-half (1/2) time to be eligible for pro-rated benefits. The work schedule reductions shall be for an indefinite duration with no right to return to full-time regular status unless specifically agreed to in writing between the University and the employee at the time the reduction occurs. Requests by employees for work schedule reduction shall be made at least two (2) months prior to the requested effective date. This time limit may be waived by the campus. Final approval or disapproval of work schedule reduction requests shall be at the sole discretion of the campus president or the president’s designee and communicated to the employee in writing.

2. Full-time regular employees may, at the discretion of supervision, be permitted unpaid meal break(s) each day. Where granted, such meal periods shall be at least twenty (20) minutes, and shall be scheduled by supervision. Where full-time regular employees are required by supervision to remain on the job for a consecutive eight-hour period, they shall be permitted to eat a meal on the job without deduction for the meal period. Unpaid meal periods granted to persons employed as janitors and cleaners in the Residential Life department at the University of Maine shall be for one-half (1/2) hour.

3. Full-time regular employees, except those required to remain on the job for a consecutive eight-hour period, will be allowed two 15-minute rest periods (i.e. from the time an employee stops working until the time he resumes working) on each regular shift each workday, which will be scheduled by supervision. The rest periods are intended to be recesses preceded and followed by extended work periods, and may not be scheduled immediately before or after the meal period or at the start or the end of a shift.

4. The paid meal and rest periods described in Sections 2 and 3 of this Article shall be taken at the site where the employee is working at the time such periods are observed, unless prior permission to the contrary has been obtained from a designated supervisor.

5. The foregoing provisions of this Article notwithstanding, the work week for full-time regular employees who are employed in the Physical Plant department at any campus with forty (40) or more employees shall be forty (40) hours, inclusive of the meal and rest periods. The meal period shall be limited to a maximum of twenty (20) minutes. Rest periods shall be limited to a maximum of two (2) ten-minute periods. The meal and rest periods shall be taken at the site where the employee is working at the time such periods are observed, unless prior permission to the contrary has been obtained from a designated supervisor.

6. a) In the event that the University determines to reassign an employee from the day shift to other shifts or vice versa, or from Monday through Friday schedules to schedules which include Saturdays and/or Sundays, on a regular basis, the University will provide the affected employee with fourteen (14) days advance notice of the schedule change. The University will meet with and discuss the schedule change with the Union upon request. The employee may displace the least senior employee on the shift or on the Monday through Friday schedules from which he has been reassigned in his classification at the campus if qualified.

b) The University shall provide affected employees with at least five (5) days notice of other changes in their normal work schedules.

**ARTICLE 19 - WAGES AND OVERTIME**

1. a) Effective July 1, 2007, all employees employed as of June 30, 2007, shall receive an increase as follows:
   i) unit members on top step of their wage band and unit members not assigned to a step shall receive an increase of 3.5%
   ii) unit members who are currently on a step with the exception of the top step shall be placed in the next higher step in the assigned wage band on the July 1, 2007 – December 29, 2007 Service and Maintenance Wage Schedule.
b) Effective December 30, 2007, the first step of all Service and Maintenance wage bands will be deleted. Steps 2 through 8 will be renumbered 1 through 7. All employees on the deleted step 1 will be placed on the renumbered step 1. See Service and Maintenance Wage Schedule effective December 30, 2007 through July 5, 2008.

c) Effective July 6, 2008, all employees employed as of July 5, 2008, shall receive an across the board pay increase of 3.5%.

d) Effective December 28, 2008, all employees employed as of December 27, 2008, shall receive an across the board pay increase of 0.5%.

e) The University and the Union agree that no employee shall advance to any step after the expiration of the contract. Any future step movement is subject to negotiations.

f) Except in the case of promotion or demotion of employees to other job classifications at higher or lower wage bands, employees will remain in the band and step at which they are placed effective July 1, 2007 or December 30, 2007 whichever wage schedule is in effect at the time.

g) Any dual rated employee shall have their wages, annual leave, sick leave, holidays and other paid time off calculated at the dual rate in effect at the time.

2. Employees who are promoted to another job in a higher wage band shall be placed at Step 2 of the new band on the Service and Maintenance Unit Employees Wage Schedule, unless that step provides less than a five (5) percent increase over the employee's former rate. In that event, the employee shall be placed at the lowest step in the new band which provides an increase of five (5) percent over the employee's former rate. If the five percent (5%) increase exceeds the hourly rate at the maximum step in the wage band, the employee shall be red-circled above the maximum step.

3. Employees who are demoted to a different job in a lower wage band shall have their new hourly rate established in the following manner:

a) calculate the percentage of the current hourly rate of the current Start Step;

b) apply the resulting percentage to the Start Step in the new wage band;

c) and, place on the step that provides at least the calculated rate.

4. Employees who are promoted, voluntarily demoted or transferred to another job shall be required to satisfactorily complete a six (6) month probationary period in the new job. This probationary period may be waived for qualified employees.

5. The University will pay a shift differential of forty (40) cents per hour to any employee who works a normally scheduled shift, the majority of which falls between the hours of 5:00 p.m. and 8:00 a.m. Such differential will be applicable to all hours of such shift, and is in addition to the employee's regular rate of pay.

6. An employee required by supervision to be in active pay status more than forty (40) hours in any work week shall be compensated for such time over forty (40) hours at one and one-half (1 1/2) times the base rate of pay.

7. a) An employee who is entitled to overtime pay may choose, to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of one and one-half (1 1/2) hours of time off for each hour of overtime worked and shall be taken at a mutually agreed upon time between the employee and the supervisor.
b) An employee shall be permitted to accumulate up to sixty (60) hours of compensatory time. The University shall pay the employee for the accumulated hours in excess of sixty (60) hours at the employee's straight time rate of pay at the end of any pay period.

c) The University shall record compensatory time earned, used, and accumulated and will supply this information to unit members at least bi-weekly.

8. Whenever two (2) or more premium rates may appear applicable to the same hour or hours paid, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the applicable rates shall apply.

9. Overtime shall be distributed in accordance with Article 15, paragraph 7.

10. The University will not unilaterally alter an employee’s regular work schedule for the sole purpose of evading the payment of overtime pay.

11. Except as permitted under Article 17, Section 2, the assignment of wage bands to classifications which are included within the unit will not be altered for the duration of this Agreement.

12. Any unresolved complaint that an employee, as a result of an assignment by supervision, is performing duties which are significantly different from the duties outlined in the official job description for the employee's classification without appropriate compensation in accordance with applicable policies, shall be subject to the grievance procedure described in Article 11 of this Agreement.

13. Whenever an employee is continuously assigned for a period of at least five (5) hours, by supervision, to perform the duties of another classification at a higher wage band, the employee shall be compensated for the period of the assignment at the rate for the higher classification in accordance with the formula described in Section 2 of this Article. This provision shall not be applicable in the case of apprenticeship programs or other periods of training. Work in the higher classification will not be scheduled by supervision in a manner which is designed to evade these provisions.

14. The University and the Union shall establish a committee to review the following issues. Four (4) members of the Union's bargaining team shall have paid release time to attend committee meetings during working hours.

   a) Additional new wage bands
   b) The classification system
   c) Market related wages
   d) Fair Labor Standards Act issues
   e) Classifications requiring special skills or licenses
   f) On-call requirements and compensation

15. If a campus advertises for a skilled trade position and is unable to hire at the current rate of pay, the campus will re-advertise and be able to hire using a starting wage above Step 1 of the wage schedule in effect at the time. If there are any other employees within the University of Maine System in the same title and classification that make less than the employee hired, his / her hourly rate will be increased to at least the step paid to the new employee.

Teamsters Local # 340 will receive notification of any employee hired above start step and will be informed of any other employees who may be impacted by this hire.
16. Effective December 28, 2008, any regular part-time or full-time employee whose wage rate is less than $10.00 per hour will be brought up to $10.00 per hour. Effective December 28, 2008, no regular part-time or full-time employee will be hired at an hourly rate of less than $10.00 per hour.

17. When an employee performs approved non-scheduled work not otherwise covered by the agreement as part of his job outside of his normal work hours and off campus, the employee will be paid at the regular hourly rate in quarter hour increments. Such approved computation of time will count towards hours worked for the purpose of overtime. Such work, by way of illustration, is not limited to the following: monitoring mechanical systems at home, answering work related questions by telephone or text messaging.

ARTICLE 20 – HOLIDAYS

1. The following days shall be considered holidays for full-time and part-time regular employees:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr.’s Birthday</td>
<td>January 20</td>
</tr>
<tr>
<td>President’s Day</td>
<td>January 20</td>
</tr>
<tr>
<td>Patriot’s Day</td>
<td>January 20</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>January 20</td>
</tr>
<tr>
<td>Independence Day</td>
<td>January 20</td>
</tr>
<tr>
<td>Labor Day</td>
<td>January 20</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>September 20</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>September 20</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>November 20</td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
<td>November 20</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

Holidays shall be observed on the days designated by the University. The dates of the observance of the holidays shall be communicated to the Union prior to the start of the fiscal year in which the holidays occur. If any other day declared as a holiday is granted to another bargaining unit, then it shall apply to Service and Maintenance unit employees.

2. To be eligible for holiday pay, an employee must be in an active pay status or on an approved leave of absence the last hour of his or her scheduled work day prior to the holiday and in an active pay status the first hour of his or her scheduled work day after the holiday. Holiday pay eligibility does not extend to employees on an unpaid leave of absence as described in paragraph 2 of Article 24 and/or paragraph 2 of Article 8, layoff, long-term disability or Worker's Compensation, unless the employee is scheduled to work on the holiday.

3. A full-time regular employee who is regularly scheduled to work a forty (40) hour week shall receive eight (8) hours holiday pay at his or her basic hourly straight time rate, except that a full-time regular employee who is regularly scheduled to work more than eight (8) hours on a holiday will receive holiday pay equal to the number of hours for which regularly scheduled. Holiday pay for full-time regular employees who are regularly scheduled to work less than forty (40) hours per week shall be equal to the average number of hours per day the employee is regularly scheduled to work times the hourly rate of pay. A part-time regular employee shall receive holiday pay at his or her basic hourly straight time rate for a number of hours equal to the employee’s regularly scheduled work day on the holiday, not to exceed eight (8) hours.

4. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee’s holiday.

5. An employee required by the University to work on a holiday shall be paid the basic hourly straight time rate for each hour worked in addition to the holiday pay to which the employee is entitled as above described except that on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day the employee shall be entitled to a premium rate of one and one-half (1 1/2) times the basic hourly straight time rate for each hour worked in addition to the holiday pay as above described.

6. An employee who has worked on a holiday may choose to take compensatory time off in lieu of cash payment. Such compensatory time off will be granted on the basis of one hour of time off for each hour of
holiday worked, except that on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day, compensatory time will be granted on the basis of one and one-half (1 1/2) hours off for each hour of holiday worked. The compensatory time will be taken at a mutually agreed upon time between the employee and supervision. Approval to take compensatory time off shall not be unreasonably denied.

7. The University shall determine the number and categories of employees needed for holiday work and a schedule shall be posted at least five (5) calendar days prior to the holiday. This provision does not preclude the University from assigning additional employees to work on a holiday in the event of unscheduled emergencies.

8. Holiday pay paid to employees for hours they are not scheduled to work on the holiday shall not be counted in the computation of overtime.

ARTICLE 21 - ANNUAL LEAVE

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

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Bi-weekly Pay Period Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through end of 4</td>
<td>3.70 hours</td>
</tr>
<tr>
<td>5 through end of 8</td>
<td>4.62 hours</td>
</tr>
<tr>
<td>9 through end of 12</td>
<td>5.54 hours</td>
</tr>
<tr>
<td>13 through end of 16</td>
<td>6.47 hours</td>
</tr>
<tr>
<td>17 +</td>
<td>7.39 hours</td>
</tr>
</tbody>
</table>

Such accumulation shall continue during pay periods in which the full-time regular employee with the approval of the University works a reduced number of hours per week but at least twenty (20) hours per week, provided that such pay periods do not exceed one third (1/3) of the pay periods in the employee’s work year.

2. If a full-time regular employee is regularly scheduled to work less than twelve (12) months per year, or less than forty (40) hours per week the annual leave earned shall be prorated.

3. An employee with twelve (12) years of service or less may carry forward from year to year annual leave time not to exceed thirty (30) days. An employee with more than twelve (12) years of service may carry forward from year to year up to a total of forty (40) days. The annual leave carry forward date shall be December 31. An annual leave day for purposes of this paragraph shall be equal to the number of hours in the employee’s regularly scheduled workweek divided by five (5).

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

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Accrual Per 80 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through end of 4</td>
<td>3.70 hours</td>
</tr>
<tr>
<td>5 through end of 8</td>
<td>4.62 hours</td>
</tr>
<tr>
<td>9 through end of 12</td>
<td>5.54 hours</td>
</tr>
<tr>
<td>13 through end of 16</td>
<td>6.47 hours</td>
</tr>
<tr>
<td>17 +</td>
<td>7.39 hours</td>
</tr>
</tbody>
</table>
Prorated annual leave based on the aforementioned formula shall be credited to part-time regular employees each bi-weekly pay period.

5. Annual leave time shall not accrue after an employee is on Worker’s Compensation for three (3) months, or when an employee is on an unpaid leave of absence, layoff, or long-term disability, or becomes separated from the University on or before the middle of a pay period. An employee who becomes separated from the University will be paid for accumulated unused annual leave in accordance with Article 14.

6. Annual leave taken will be computed on the basis of the hours scheduled to work times the hourly rate of pay, and shall be recorded in one-quarter (1/4) hour intervals. Less than one-quarter (1/4) hour annual leave shall be recorded as one-quarter (1/4) hour.

7. Annual leave schedules shall be posted on April 1 of each year and remain posted for thirty (30) days to allow employees to make their annual leave selection in accordance with Article 15, paragraph 6. The selection shall be made in two (2) steps:

   Step 1: All employees shall make a selection of not more than two (2) weeks.

   Step 2: After Step 1 is completed, those employees who have additional annual leave weeks to their credit shall select their annual leave periods from the weeks remaining open on the schedule.

8. The use of additional accumulated annual leave requested by employees shall be granted upon request provided the necessary personnel are available to provide adequate staffing during the period desired.

9. The University will report on a bi-weekly basis the amount of annual leave and sick leave earned and used by full-time regular employees. This report shall be made available by the University for inspection by employees.

10. Employees who are dual rated continuously for over six (6) months or who are initially assigned a dual rate when hired shall be paid for annual leave based on the average of the hourly rates.

   **ARTICLE 22 - SICK LEAVE**

1. Full-time regular employees shall accumulate 4.62 hours of sick leave for each bi-weekly pay period of continuous service or a major portion thereof. Such accumulation shall continue during pay periods in which the full-time regular employee with the approval of the University works a reduced number of hours per week but at least twenty (20) hours per week provided that such pay periods do not exceed one-third (1/3) of the pay periods in the employee’s work year. Sick leave may be accumulated up to a maximum of one thousand four hundred forty (1,440) hours. If a full-time regular employee is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week sick time earned shall be prorated.

2. Part-time regular employees shall accumulate 4.62 hours of sick leave for each eighty (80) hours worked and for which compensation is paid. Prorated sick leave based on the aforementioned formula shall be credited to part-time regular employees each bi-weekly pay period. Sick leave may be accumulated up to a maximum of one hundred twenty (120) times the number of hours in the employees' regularly scheduled workday.

3. Sick leave used will be computed on the basis of the hours scheduled to work times the hourly rate of pay.

4. Sick leave shall not be accrued after an employee is on Worker's Compensation for three (3) months, or when an employee is on an unpaid leave of absence, layoff, or long-term disability, or becomes separated from the University on or before the middle of a pay period.
5. In the case of suspected sick leave abuse or an illness over five (5) work days in duration, the University may require the submission of a written statement by a qualified physician regarding the sickness or illness prior to the payment of sick leave to an employee.

6. Employees must notify the Director or appropriate Supervisor in charge of the shift, if available, of their illness as early as possible, but in any case no more than one-half (1/2) hour following the starting time, in order to be paid sick leave, unless a later time is approved by the Director.

7. In cases of serious illness, an employee who has exhausted all available leave credits, including annual leave and compensatory time, shall make application for total disability benefits if the medical prognosis indicates a disability of qualifying duration. If the medical prognosis does not indicate a disability of qualifying duration, the employee may be placed on leave without pay for the duration of the illness but not to exceed a total of twelve (12) months of paid and unpaid leave. Employees who are placed on leave without pay for reasons of personal illness shall have the rights and responsibilities described in Article 24, Leave of Absence, Section 3, except that eligibility for long term disability benefits shall be retained to the extent permitted under the existing or equivalent long term disability insurance plan. In such event, the employee may make a written request to the Director for an advance of sick leave. The Director shall forward the request with his/her recommendation to the campus President or his/her designee. The President or designee may receive other recommendations regarding the request from such individuals as he or she determines to be appropriate. The President or designee shall have the sole discretion to accept or reject the request and his/her decision shall be final and shall not be grievable. Upon the employee’s return to work, the amount of sick leave advanced shall be repaid by the employee on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance shall be repaid by the employee at the time of termination.

8. The amount of sick leave accumulated by an employee at the time of retirement, up to a maximum of one hundred twenty (120) days, shall be credited as if compensation were paid for such accumulated leave for purposes of determination of the employee’s retirement benefit.

9. Subject to supervisory approval, accumulated sick leave up to a maximum of one-half (1/2) of the total accumulated, may be used in the event of serious illness or death in the employee’s immediate family. For the purpose of this Article “immediate family” is defined as spouse, children (or person for whom the unit member acted as parent), parents (or person who acted as the unit member’s parent when the employee was a child), grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law, and significant other in the household. This provision is for those emergency situations where the nature of the illness or family conditions are such that the employee must be available to care for the family member, or in the event of death, to attend to the details related thereto. Approval for such use of sick leave will not be unreasonably denied.

10. Employees may use sick leave with advance notice for doctor’s appointments for themselves.

11. A unit member receiving long term disability (LTD) payments and who is able to work on a reduced schedule shall be allowed to use accrued sick leave to supplement the difference between the LTD payments received and the unit member’s regular salary.

ARTICLE 23 – BEREAVEMENT AND FUNERAL LEAVE

1. Full-time and part-time regular employees may request a maximum of five (5) paid days leave in the event of a death in their immediate family. For the purpose of this paragraph only, if additional time away from work is needed, an employee may use accumulated sick leave up to a maximum of one-half (1/2) of the total sick days accumulated.

2. For the purpose of this Article “immediate family” is defined as spouse, children (or person for whom the unit member acted as parent), parents (or person who acted as the unit member’s parent when the
employee was a child), grandparents, grandchildren, sisters, brothers, step-children, foster 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.

3. Full-time regular employees may be granted paid funeral leave, by the Director, to a maximum of one (1) day to permit an employee’s attendance at the funeral of any of the employee’s aunts, uncles, nieces or nephews provided that in no event shall the total amount of bereavement and/or funeral leave payable to an employee under all paragraphs of this Article exceed six (6) days per fiscal year.

Up to an additional two (2) days of paid funeral leave per fiscal year may be granted by the appropriate supervisor if extended travel is required in order to attend the funeral. The unit member may supplement funeral leave with accrued annual leave with supervisory approval. The supervisor may request the unit member to provide a copy of the obituary or other appropriate documentation as an added condition of granting time. Such request will not be unreasonably denied by the supervisor.

ARTICLE 24 - LEAVE OF ABSENCE

1. Full-time regular employees shall be eligible for a leave of absence without pay for urgent and compelling personal business. Periods of absence, not to exceed three (3) workdays per fiscal year, may be granted. A written request for this leave must be submitted by the employee to the appropriate supervisor. The employee must obtain the supervisor’s approval prior to commencement of the leave.

2. Full-time regular employees shall be eligible for extended leaves of absence without pay for personal reasons other than personal illness. A written request, with reasons, for this leave must be submitted at least forty-five (45) days in advance by the employee to the appropriate supervisor. A maximum period of unpaid personal leave of twelve (12) consecutive months may be requested by an employee. The University’s designated administrator shall have the sole discretion to accept or reject the request and the decision shall not be grievable. This time requirement may be waived by mutual consent of the Director and the employee. A request for leave of this nature shall require approval, in advance, by the appropriate supervisor and the Personnel Officer/Business Manager. If the request is approved, a copy of the communication approving the leave shall be transmitted to the Union. An extension of this leave may be requested by an employee.

3. While on the leave of absence described in paragraph 2, the employee will not accumulate sick leave, annual leave or be eligible for long term disability or insurance benefits. The employee may at the time of the approval of the leave, but prior to commencement of the leave, make arrangements to maintain life and health insurance coverage, at the employee’s expense. An employee is responsible for the timely submission of the remittance of the full premium cost on a monthly or prepaid basis.

4. Employees can obtain information about Family Medical Leave Act at the following System-Wide campus addresses:

- UMA     Farmhouse     621-3100
- UMF     Merrill Hall    778-7246
- UMFK    Cyr Hall       834-7533
- UM      130 Corbett Hall 581-2360
- UMM     Powers Hall    255-1220
- UMPI    18 Preble Hall  768-9551
- USM - Gorham 128 School Street  780-5175
- UMS     16 Central Street  973-3370

ARTICLE 25 - MILITARY LEAVE

Full-time and part-time regular employees who are members of the National Guard or the Military Reserve will be granted a leave of absence when ordered to active duty for training. Such employees will receive their normal University pay while on military leave, not to exceed seventeen (17) working days per fiscal year, and
shall accrue sick and annual leave and seniority during such periods of absence not exceeding seventeen (17) days. For required summer camps that are scheduled outside the control of the employee during a two (2) week period when the employee is regularly scheduled for more than ten (10) days of work, additional paid military leave day(s) will be granted so that the employee will not suffer a loss in regular pay during this two (2) week period. All military duty must be authorized by the Governor or under the provisions of the National Defense Act.

ARTICLE 26 - COURT PAY

1. Full-time and part-time regular employees who are required to serve on a jury will be granted a leave of absence for the period of such service. The University will pay any such employee his regular base pay for the first ten (10) working days of jury duty. If an employee is required to serve more than ten (10) working days of jury duty, the University will pay any such employee the difference between his regular base pay and his jury duty pay, exclusive of travel, for any period, following the initial ten (10) working days of jury service, during which the employee is unable to work because of such jury service. If the employee is released from jury duty prior to or within the first four (4) hours of his scheduled work shift on any day, the employee shall return to work unless, in the judgment of the University, such return would impose an unusual hardship on the employee.

2. Full-time regular employees who are subpoenaed as witnesses in any legal proceeding will be granted a leave of absence for the period of such service. The University will pay any such employee the difference between his regular base pay and his witness pay, exclusive of travel, for any period during which the employee is unable to work because of such service as a witness with the exception of litigation involving the University where an employee is called by a party other than the University or an employee’s personal litigation.

ARTICLE 27 - ADMINISTRATIVE LEAVE AND ADMINISTRATIVE HOLIDAYS

1. The University, in its exclusive discretion, may declare an administrative leave at a campus or campuses of the University.

2. Any employee normally scheduled to work during the period of an administrative leave at a campus at which administrative leave has been declared will receive administrative leave pay at the regular rate for such normally scheduled hours, not to exceed the designated length of the administrative leave.

3. a) Any employee directed by management to work hours which are included within his normal work schedule during the period of an administrative leave at a campus at which administrative leave has been declared will be paid at the straight time rate for any such time worked during the period of the administrative leave. This pay will be in addition to any administrative leave pay to which the employee may be entitled under paragraph 2 of this Article.

b) Any employee directed by management to work hours which are not included within his normal work schedule during a period of administrative leave shall be paid at double the regular hourly rate for any such time worked during the period of the administrative leave.

4. In the event that an administrative leave is called which commences at or prior to the start of an employee’s scheduled shift, any employee not directed to work shall be provided with reasonable notice not to report for work. In the event that the University fails to give such reasonable notice and as a result an employee reports fit and ready for work, the employee, if he so requests, shall be guaranteed a minimum of three hours work, which shall be paid in accordance with paragraph 3 of this Article; or in lieu thereof, shall receive three hours pay at the straight time rate in addition to administrative leave pay as provided in paragraph 2 of this Article, if no work can be provided by the University.

Reasonable notice shall be conclusively presumed to have been given if the University telephones the employee’s home or notifies designated radio station(s) in the area of the campus of the administrative leave period at least one hour prior to the employee’s starting time.
The three (3) hour guarantee described herein shall also apply to an employee who has been at work, as regularly scheduled, for less than three (3) hours at the time that administrative leave is called.

5. Any hours paid pursuant to paragraphs 3 and/or 4 of this Article shall not be included in any computation regarding overtime pay.

6. Administrative holidays may be declared only at the discretion of the Chancellor or his designee. Such holidays may be declared in conjunction with such occasions as national observances or regularly scheduled University holidays. The duration of the administrative holiday shall be specified by the Chancellor or his designee, but shall not be limited in a manner which arbitrarily excludes any group of employees from the administrative holiday period. Employees directed by management to work during hours which have been declared to be within the administrative holiday period shall receive double the regular hourly rate of pay for each hour worked during the period of the administrative holiday. An employee may choose to take compensatory time off at the rate of one (1) hour off for each hour worked during the period of the administrative holiday in lieu of premium pay. Compensatory time shall be taken at a mutually agreed upon time between the employee and the supervisor. Use of compensatory time shall not be unreasonably denied. If the employee is directed to work more than eight (8) hours, the employee shall receive this pay or compensatory time in lieu of overtime.

7. The provisions of this Article shall be applicable to any unit member who is normally scheduled to work during the period of an administrative leave or an administrative holiday but who has been excused from work and is on leave with pay under the terms of another provision of this Agreement, except in cases of absences involving Worker’s Compensation.

**ARTICLE 28 – INSURANCE**

1. a) The University will provide a health plan, as modified July 1, 2003*, or a comparable plan for all full-time regular unit members. Employees will pay eleven and one quarter percent (11.25%) of the total premium cost for single coverage and thirteen and one quarter percent (13.25%) of the incremental cost premium cost for any dependant coverage. The employees’ last dollar amount, shown herein, will continue at that fixed dollar amount until a successor agreement is negotiated.

Employees who elect coverage shall have premium payments listed below deducted bi-weekly from their pay for health coverage effective: January 1, 2007, through December 31, 2007:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Single Coverage</th>
<th>Single plus one</th>
<th>Family Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Care</td>
<td>Assessment $ 427.80</td>
<td>$ 941.15</td>
<td>$ 1,197.84</td>
</tr>
<tr>
<td></td>
<td>Bi-Weekly Cost $ 22.21</td>
<td>$ 53.61</td>
<td>$ 69.30</td>
</tr>
</tbody>
</table>

Employees shall have premium payments, based on the 11.25% / 13.25% employee share, not to exceed the amounts listed below deducted bi-weekly from their pay for health coverage effective January 1, 2008 through December 31, 2008:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Single Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Care</td>
<td>Assessment $ 490.18</td>
</tr>
<tr>
<td></td>
<td>Bi-Weekly Cost $ 25.45</td>
</tr>
</tbody>
</table>
The rate for calendar year 2009 will not increase more than 15% over calendar year 2008 rates. The cost share formula of 11.25% and 13.25% will remain the same.

*Health Plan changes:

**Comprehensive Plan** –
- Deductible $300 / $600
- Co-insurance 20% of next $4,000 / $8,000

**Point of Service Plan** –
- Network office visit co-pay $20

**Prescription Drug Plan** –
- Effective April 1, 2006, there will be a three (3) tier plan per 30 day supply: $10.00 for Tier 1 medications, $25.00 for Tier 2 medications and $40.00 for Tier 3 medications.
- A mail order option is available through the Healthcare Provider that provides for receiving a 90 day supply of medications for two (2) co-pays beginning April 1, 2006. In addition, the 90 day supply for two (2) co-pays may be obtained from local pharmacies who participate in the mail match program with the Healthcare Provider.
- Maximum out of pocket expenses for prescription co-payments shall be $1,300 for individuals and $1,950 for families.

b) For part-time regular employees who are regularly scheduled to work at least twenty (20) hours per week, but less than thirty (30) hours per week, the University will make available personal and spouse and/or family health insurance coverage equivalent to the coverage which is made available to full-time regular employees. The University will pay one-half (1/2) of the premium cost for the employee’s personal coverage and one-half (1/2) of the premium cost for the spouse or family coverage. For part-time regular unit members who are regularly scheduled to work at least 30 but less than 40 hours per week, the University will make available personal, spouse and family health insurance coverage equivalent to the coverage which is available to full-time regular unit members. The University will pay sixty percent (60%) of the premium cost for the unit member’s personal coverage and sixty percent (60%) of the premium cost for the spouse or family coverage.

c) For part-time regular employees who are regularly scheduled to work at least twenty (20) hours per week, the University will provide life insurance coverage equivalent to the basic life insurance coverage which is provided to full-time regular employees. Premiums for this insurance will be paid in full by the University.

2. The University will maintain for all full-time regular employees the existing or equivalent travel insurance, accidental death and dismemberment insurance, long term disability insurance, and Worker’s Compensation.
3. The University will provide accidental death benefit insurance in the amount of $20,000 single payment coverage for employees who are required to return to duty on ‘call-back’, as defined in Article 30. Such coverage shall extend from the time the employee leaves home to respond to the call-back until such time the employee returns to home provided that the employee returns to home directly following cessation of duty or duties for which the employee was called back or assigned upon reporting. In the event the intercession of the regularly scheduled workday precludes a return to home, such insurance shall be effective until the commencement of the regularly scheduled workday for that employee.

4. Any full-time regular employee who, during the period of this Agreement, completes a program of outpatient alcoholism treatment at a facility approved by the University shall be reimbursed by the University for the documented expenses of such treatment which have been paid by the employee to the facility and have not otherwise been paid pursuant to an insurance program maintained by the University.

5. The Union may continue to participate in the System-Wide Health Committee. The Union may have three representatives who shall have paid release time to attend scheduled meetings during normal working hours.

6. Domestic partner’s health coverage shall include opposite sex partners in accordance with University policy.

Unit members may register a domestic partner for purposes of receiving University benefits. A domestic partner who is registered shall be considered to be equivalent to a spouse for purposes of University benefits, such as health insurance, bereavement or disability leave, tuition waiver, and use of University facilities. Registration of a domestic partner will require filing of an affidavit certifying the following:

a) The partners are each at least 18 years of age and are mentally competent to contract.

b) The partners are not married to anyone.

c) The partners are not related by blood to a degree which would prohibit marriage in the State of Maine.

d) The partners reside together and have resided together for at least six (6) months.

e) The partners are financially interdependent (evidence of financial interdependence will be required).

f) Misrepresentation of information in the affidavit will result in disciplinary action up to termination of employment and an obligation to repay benefits received.

g) The unit member will notify the University by completion of a form when a domestic partnership ends.

7. Any improvements to the University health plan made in other agreements after the execution date of this Agreement shall apply to the Service and Maintenance Unit.

8. The University will provide a dental plan. The University will pay 100% of the premium for the regular, full-time employee. Part-time regular employees shall pay one half of the premium cost for their coverage. The employee may enroll eligible dependents by paying the difference between the plan cost for an employee and the cost for the coverage desired.

9. Health Insurance Premium Rebate

If, during the term of this Agreement the UMS Group Health Plan continues to operate on a minimum premium contract and the total premium amount for a calendar year exceeds the costs paid to the insurer for claims and other expenses by equal to or exceeding 1%, unit members will receive a proportionate rebate of
premiums paid based upon their level of coverage at the time the rebate is paid. For calendar year 2006 these amounts shall be:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single coverage</td>
<td>$36.50</td>
</tr>
<tr>
<td>Employee plus one coverage</td>
<td>$73</td>
</tr>
<tr>
<td>Family coverage</td>
<td>$109.50</td>
</tr>
</tbody>
</table>

**ARTICLE 29 - RETIREMENT**

1. The University will provide for all full-time regular employees the existing or equivalent retirement plans.

2. The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) shall be amended as agreed by Teamsters Union Local No. 340 and the University of Maine System effective December 3, 1993, and shall conform to trustee determined appropriate Employee Retirement Income Security Act of 1974 (ERISA) standards.

3. a) Full-time regular employees may elect to purchase, at their own expense, tax-sheltered annuities, subject to any limitations and conditions determined and established by the University.

   b) The University agrees to provide for Service and Maintenance Unit Members, who are participants in the University of Maine System Retirement Plan for Classified Staff (formerly Non-Contributory Retirement Plan), a voluntary defined contribution retirement plan, in accordance with Section 403(b) of the Internal Revenue Code. The University shall contribute one percent (1%) of a unit member’s base wages for each 1% (one percent) any unit member contributes of his/her annual base wages, up to a maximum University contribution of four percent (4%). Participating unit members shall make contributions in whole number percentages. TIAA-CREF shall administer payroll deducted funds which shall be remitted by the University once monthly. This voluntary defined contribution plan is called Optional Retirement Savings Plan.

   The University and the Union agree that the plan shall be administered in compliance with applicable plan provisions and amendments, Internal Revenue Service, and TIAA-CREF guidelines.

   c) For unit members covered under the defined contribution retirement plan (The University of Maine System Basic Retirement Plan for Classified Employees) and not the former Non-Contributory Retirement Plan, upon hire, the unit member will be required to contribute a minimum of one (1) %. In the beginning of the fifth year of employment, on or after July 1, 2006, the University will contribute six (6) percent of a unit member’s base wage with the employee contributing a minimum of one (1) %. The University, in addition to this six (6) %, will continue to match dollar for dollar up to a maximum of four (4) % an eligible unit member’s contribution. Any percentage beyond the four (4) %, up to the Internal Revenue Service limits, may be contributed to any voluntary deferred option available. Participating unit members shall make contributions in specific dollar amounts or whole number percentages. Basic Plan Providers shall administer payroll deducted funds which shall be remitted by the University once monthly.

   d) Unit members covered under the defined contribution retirement plans (the University of Maine System Basic Retirement Plan for Classified Employees and the Optional Retirement Savings Plan), shall be allowed to use the same approved Alternate Vendor options available to Faculty and Professional members in the retirement plan as soon as practicable.

4. Unit members upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.
ARTICLE 30 - ON-CALL AND CALL-BACK PAY

1. Any employee who is required by supervision to remain at home for a specified period of time in a duty status, prepared to return to work immediately if contacted, will be paid at the straight time rate for all such on-call hours. Such hours will be considered as hours worked for the computation of overtime pay.

2. a) Any full-time regular employee called back by supervision from home without prior notice before or after his normal work day, or on days which are not included in his normal work schedule shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate of pay for those hours worked outside the normal work schedule. Time will begin when the employee leaves home and end when the employee returns home provided that reasonable travel time is claimed.

   b) There shall be a minimum of three (3) hours pay at this rate for such call-back. If the call-back period overlaps the normal work period, the pay rate and status will revert to straight time at commencement of the employee’s normal reporting time, but the three (3) hour guarantee mentioned above shall prevail in this event.

   c) When an employee is called back to work pursuant to this Article, he shall be expected to perform any assigned emergency and/or routine work and shall be entitled to claim the three (3) hour guarantee only once for each call back.

3. Existing practices regarding call-back pay and overtime assignment which are applicable to employees working in the Steam Plant at the University of Maine and which are inconsistent with Articles 15 and 30 of this Agreement shall be maintained by the University unless and until changed by the parties through their authorized representatives.

ARTICLE 31 - MEALS

1. The University will provide meals, consisting of designated menu items, to food service employees who are on duty and who are engaged in the preparation and service of food. This privilege is limited to those days on which the food service is in operation at the employee’s work location.

2. In those areas where the University now provides meals and/or meal allowances on a regular basis to employees engaged in overtime work this practice shall be continued. The University shall determine whether meals or meal allowances shall be provided.

ARTICLE 32 - TOOLS

1. The University will provide the tools and equipment which it determines are necessary in the performance of assigned duties, except for those employees in job classifications designated by the University who are required to supply their own tools and tool boxes as a condition of employment.

2. The University shall at its option and subject to the limitations herein repair or replace tools supplied by employees in accordance with paragraph 1 of this Article which are destroyed in the performance of assigned work. Repair or replacement shall be limited to tools described in an inventory previously filed by the employee with the University. The tool for which repair or replacement is sought shall be turned in to the University. It shall be the responsibility of the employees to exercise reasonable care in the maintenance and use of tools.

3. Where metric tools are required by mechanics in the performance of responsibilities assigned by the University, such tools as are necessary will be issued by the University for use by employees.

4. An employee who loses assigned keys or a security card shall not be charged for their replacement. The University may discipline the employee.
ARTICLE 33 - UNIFORMS

1. The University shall, at its option, supply the initial uniform issue, or an allowance to purchase initial uniforms, to those employees required by the University to wear a uniform. Due to environmental conditions, a request may be made by the employee to his supervisor not to wear certain parts of his uniform. Such a decision shall be at the discretion of the supervisor and shall not be unreasonably denied.

2. The University shall determine the number and types of uniforms to be supplied. Where the University provides a uniform allowance in lieu of initial uniforms, the University shall determine the amount of the allowance.

3. In any area where the University, in its discretion, does not provide for the cleaning of uniforms, or where any employee fails to avail himself of such cleaning service, employees shall be responsible for cleaning such uniforms according to standards established by the University.

4. Employees shall be responsible for the repair of uniforms to meet standards established by the University.

5. The University will replace uniform items when, at the discretion of the University, such replacement is considered necessary and warranted.

6. The University shall offer to employees choosing to participate, an authorized payroll deduction plan to permit employees to pay for the purchase of safety shoes and/or uniforms where available.

ARTICLE 34 - EDUCATIONAL PROGRAM

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

1. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating unit members.

2. Unit members and dependents must meet any course prerequisites.

3. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment.

4. Minimum enrollment requirements, established by any University as a necessary condition for offering a course, shall not count unit members toward the number of students required to guarantee the offering of such course. For Summer courses which are self-supporting, dependents who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment.

5. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the University.

6. Participation in the tuition waiver program by unit members and dependents will be as follows:

   a) Full-Time Regular Unit Member Tuition Waiver:
May take 1 or 2 courses per semester or in the summer, not to exceed a total of 8 credit hours for full-time regular unit members.

b) Part-Time Regular Unit Member Tuition Waiver: 
Tuition waiver of one (1) course per semester or during the summer, not to exceed four (4) credit hours.

c) Dependents of Full-Time Regular Unit Members: 
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System shall be eligible for a tuition waiver of 50%.

d) Dependents of Part-Time Regular Unit Members: 
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.

e) Dependent Tuition Waiver for Summer Courses: 
Dependents of full-time unit members enrolled either full-time or part-time matriculated will receive a 50% tuition waiver and dependents of part-time unit members enrolled either full-time or matriculated part-time will receive a 25% tuition waiver for up to two summer courses, as long as the dependent was either a full-time or part-time matriculated student during the full previous academic-year within the University of Maine System.

f) Dependent Tuition Waiver for Graduate Students: 
Dependents of full-time regular unit members who are matriculated students shall be eligible for a waiver of 50% tuition for courses taken as part of an approved program of study for the degree. Dependents of part-time regular unit members who are matriculated students shall be eligible for a waiver of 25% tuition for courses taken as part of an approved program of study for the degree when space is available.

7. In no event shall a tuition waiver exceed 50% tuition for a dependent of a full-time regular unit member or 25% tuition waiver for the dependent of a part-time regular unit member. Unit members and dependent waivers can not be additive.

8. Requests by a unit member to take a course during his or her normally scheduled work hours shall be subject to supervisory approval. Such requests shall not be unreasonably denied. In the event that approval is granted, the supervisor must make arrangements for the unit member to make up time which was missed from work unless the unit member is approved to take a leave without pay or annual leave for this purpose.

9. This benefit shall not be applicable when a unit member is on an unpaid leave of absence of more than 90 days (except for military call-up), long-term disability or Worker’s Compensation. In the event a unit member has begun a course and one of the above situations occurs, the unit member shall be permitted to maintain enrollment at no cost until the end of the semester.

10. Any unit member or dependent eligible under the provisions of this Article, who receives a scholarship or work study funds from any source shall have the tuition waiver applied first and then the amount of the scholarship and/or work study funds.

11. When a unit member is terminated through participation in the University's long-term disability program and has twenty (20) or more years of University service, or dies, or retires, or is laid off, the dependent of that unit member who is enrolled full-time or is a part-time matriculated student participating in a tuition waiver program at the time of the unit member's termination, death, retirement or lay-off shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in
effect as long as the student either maintains continuous full-time enrollment or part-time matriculation, until completion of the requirements for a degree.

12. When a unit member is called to active military duty, his / her dependents shall be eligible to participate in the tuition waiver program described above.

13. The dependent children of unit members who retire during the life of this Agreement and who have 20 years of University service shall be eligible to participate in the tuition waiver programs as described throughout above.

14. For two years following the effective date of layoff, a unit member who has been laid off and who is on a recall list shall be eligible for one-half of the unit member tuition waiver benefit described above.

15. The value of tuition waiver may be taxable income in some situations, in accordance with the rules and regulations of the Internal Revenue Service.

Note: This provision shall be effective the semester following the execution date of the 2007-2009 Service and Maintenance Agreement.

ARTICLE 35 - TRAINING

1. In addition to any formal apprentice training which may be available, the University will endeavor to assist the advancement of employees to higher rated jobs by providing opportunities, to the extent permitted by service and production requirements, to improve their job knowledge and skills through on-the-job training.

2. Any employee required or approved to attend an off campus training program will do so at no loss of regular pay for the day(s) of the training period. Reasonable training expenses will be paid, but time outside the regular work schedule, including travel to and from the training program, shall not be considered paid time.

3. After twelve (12) months of satisfactory performance in an apprenticeship program, apprentice bakers and apprentice cooks shall be promoted to positions other than their apprentice positions.

4. The University shall pay for mandatory trades' licenses exclusive of Class III driver's license.

ARTICLE 36 - SANITARY CONDITIONS

The University agrees to maintain clean sanitary washrooms having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

ARTICLE 37 - MOTOR VEHICLES

1. Employees will abide by published rules and regulations pertaining to motor vehicle usage, operation and/or parking which have been or shall be adopted by the University.

2. Employees who use their personal automobiles for assigned non-campus University business in accordance with University travel policy shall be reimbursed for such use at the same rate paid by the State of Maine.

3. The Orono campus chief steward may purchase one (1) campus parking decal from among the types regularly available to campus employees, which permits the least restrictive access to campus parking areas. The chief steward shall be required to pay the usual fee for this decal and shall comply with applicable motor vehicle rules and regulations.
ARTICLE 38 - DEFECTIVE EQUIPMENT

1. Employees shall immediately report all defects of equipment or needed repairs to the Director or appropriate supervisor. A suitable form shall be provided by the University and shall be utilized for the reporting of defects of equipment. The Director or appropriate supervisor shall determine the action to be taken with respect to continued use of the equipment.

2. Any vehicle determined by the Director or appropriate supervisor not to be in safe operating condition shall be taken, at the direction of the Director or appropriate supervisor, to be inspected by a qualified mechanic for evaluation of the problem for repair.

3. No employee shall be compelled to operate any vehicle or equipment not in safe operating condition which confronts him with an imminent and abnormal danger.

4. It is expressly understood by the parties that any controversy regarding the imposition of discipline on any employee for refusal to operate any equipment shall be subject to the grievance procedure described in Article 11, Grievance Procedure.

ARTICLE 39 - SAFETY AND HEALTH

1. All employees will abide by University safety regulations, and will use appropriate safety equipment and protective clothing required and/or provided by the University.

2. The University agrees to provide safety goggles and helmets for use by employees in any circumstances where the need for such equipment exists.

3. The Union will promote the safety rules and regulations established by University safety programs.

4. The Union shall designate one (1) employee to serve as its representative on any existing or subsequently established campus safety committee. The representative named to serve on a safety committee shall suffer no loss of pay for the time necessarily spent in meetings of a safety committee during the employee's regularly scheduled working hours. Such committees are encouraged to include employees who are broadly representative of the work areas served by the committees.

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

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

ARTICLE 40 - JOB RELATED INJURIES

1. Any employee who requires immediate medical attention as a result of an injury sustained in the performance of assigned duties shall be permitted sufficient time on the day of the injury to receive such attention without loss of regular base pay on that day.

2. Any employee who has been injured on the job, and has returned to work following a period of absence on Worker’s Compensation, shall be permitted time off from work, without loss of regular base pay, for a follow-up medical appointment required by a physician in connection with the said injury, provided that the employee has first made reasonable efforts to schedule such appointment at a time which does not conflict with his regular work schedule.
3. Worker's Compensation benefits will not be paid for the first seven (7) days of incapacity to work, except in cases where such incapacity continues for more than fourteen (14) days. Accumulated sick leave may be used during this seven (7) day period.

**ARTICLE 41 - IDENTIFICATION FEES**

In the event the University requires employees to carry or display personal identification, such requirement shall be complied with by employees. The cost of such required personal identification shall be borne by the University.

**ARTICLE 42 - LIE DETECTOR TEST**

The University shall not require that an employee take a polygraph or any other form of lie detector test.

**ARTICLE 43 - NO STRIKE OR LOCKOUT**

1. The University and the Union agree that disputes which may arise between them shall be settled without resort to strike or lockout during the period of this Agreement.

2. The Union on behalf of its members agrees that it will not call, instigate, sanction, condone, or engage in a strike, slowdown or interference with the normal operation of the University during the period of this Agreement.

3. The Union will take all necessary effective and affirmative action to avoid any interruption or slowdown of the normal operation of the University, and if any such activity occurs will immediately inform employees they are in violation of this Agreement and/or law and direct employees to comply with this Article.

4. Any employee who participates in or promotes a strike, slowdown, or interference with the normal operations of the University may be disciplined up to and including discharge and loss of all rights, privileges and seniority.

**ARTICLE 44 - EMERGENCY REOPENING**

In the event that compliance with any wage and hour provisions of this Agreement if specifically prohibited by any Federal law or order resulting from the declaration of war or national emergency, or the imposition of mandatory economic controls, the provisions of such law or order shall prevail, and the affected provision(s) of this Agreement shall be considered void. Negotiations on the affected provision(s) shall commence within thirty (30) days of a request of either party.

**ARTICLE 45 - SEPARABILITY**

In the event that any provision of this Agreement is found to be in conflict with any laws of the State of Maine, or other applicable laws, such invalidity shall not affect the validity of remaining provisions.

**ARTICLE 46 - PARKING FEES**

During the term of this Agreement, parking fees shall not exceed $25. Effective June 30, 2006, parking fees which are charged to employees may be established or increased by the University, but the amount of such fees may not exceed the rate which is charged to members of any other bargaining unit.

**ARTICLE 47 – LABOR MANAGEMENT COOPERATION**

1. A joint committee of Union and University representatives shall be established at each campus, except that at the University of Maine, there shall also be established separate joint committees within the Departments of Facilities Management and Residential Life.
2. Each party shall designate its own representatives to each committee. The size and organization of the committees may vary from place to place but shall be mutually determined.

3. The committees shall meet regularly for discussions relating to working conditions of employees and the administration of this Agreement.

4. Meetings of each committee shall be conducted at least quarterly unless canceled by mutual agreement. Meetings may be held more frequently by mutual agreement.

5. Employee representatives to the committees shall be granted release time without loss of pay to attend meetings of the committees which occur during their normal working hours.

6. The committees shall have no authority to engage in collective bargaining on behalf of the parties.

7. Minutes of all committee meetings shall be provided to the designated bargaining representatives of each party and the respective campus President.

ARTICLE 48 – WORKERS’ COMPENSATION

1. An employee on workers’ compensation and unable to work due to such injury, will have the option of supplementing his / her workers’ compensation benefit by using accrued sick and / or annual leave. The employee may supplement the difference between the benefit received from workers’ compensation and 100% of the base pay the employee would have received if not injured. To elect this option, the employee must notify the campus Human Resources Department.

2. When an employee on workers’ compensation has been totally unable to work for more than three months due to the injury, annual leave and sick leave will cease to accrue beginning on the first day of the fourth month. Accruals will commence again when the employee returns to work.

3. An employee on workers’ compensation who has been totally unable to work for one year due to such injury and is unable to return to work on the first day of the start of the second year will be subject to University of Maine policy and applicable reinstatement rights as provided under the Maine Workers’ Compensation Act.

4. An employee on workers’ compensation and who is totally unable to work for up to one year, will be eligible to continue his/her health insurance, dental, short-term disability, long-term disability, and life insurance by paying the premiums that a regular, full-time employee would pay during that year.

5. A full-time regular employee medically released to return to work, but who is unable to return full-time to his/her previous position or is able to return in a full-time capacity subject to light duty restrictions (e.g., limited or no physical activity, heavy lifting, keyboarding or other repetitive task), may be placed in another assignment other than the one that the employee originally had when injured, if it is determined the employee is qualified or can be trained for the position. The System reserves the right to determine if light duty work is available, but is not obligated to provide light duty work if not available. If an employee is medically able to return to work, but elects not to take an assignment without reasonable cause, his / her workers’ compensation and university benefits may be discontinued. If the assignment results in a different position or job classification where the rate of pay needs to be reduced, the employee is eligible to receive 80% of the pay differential as a workers’ compensation benefit, not to exceed the maximum benefit allowed by law.

Nothing in this Agreement limits an employee’s right to request and be granted reasonable accommodations, if eligible under the Americans with Disabilities Act or other federal or state law.
6. A full-time regular employee medically released to return to work in less than a full-time capacity will accrue sick leave and annual leave as follows:

a. Annual leave on an hourly basis where for each eighty (80) hours worked and compensated for, the accumulation will be according to the following schedule –

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Accrual Per 80 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through end of 4</td>
<td>3.70 hours</td>
</tr>
<tr>
<td>5 through end of 8</td>
<td>4.62 hours</td>
</tr>
<tr>
<td>9 through end of 12</td>
<td>5.54 hours</td>
</tr>
<tr>
<td>13 through end of 16</td>
<td>6.47 hours</td>
</tr>
<tr>
<td>17 +</td>
<td>7.39 hours</td>
</tr>
</tbody>
</table>

Upon being released back to work in less than a full-time capacity, any hours previously accumulated while full-time which are above the new part-time maximum will be paid out to the employee.

b. Sick leave at the rate of 4.62 hours for each eighty (80) hours worked and for which compensation is paid, up to a maximum of one hundred twenty (120) times the number of hours in the employees’ regularly scheduled workday. Upon being released back to work in less than a full-time capacity, any hours previously accumulated while full-time which are above the new part-time maximum, will be deleted until the employee returns in a full-time capacity. Upon return to a full-time capacity, the hours deleted will be restored.

7. A full-time regular employee on workers’ compensation who is totally unable to work and/or in combination works in less than a full-time capacity for one year total, will be eligible to continue to receive during that one year, the benefits available to full-time unit members at the applicable premium rates. An employee whose participation in workers’ compensation extends beyond one year as a result of returning to work in less than a full-time basis will be eligible for:

a. An employee with an equivalency of five (5) or more years of regular, continuous full-time service, at the time the workers’ compensation injury incapacitated the employee from working or when the employee’s work schedule was reduced, which ever comes first, who is reduced from full-time to between 20 and 39 hours per week, will be eligible to receive, with the applicable employee premium, all benefits available to other full-time unit members. Benefits, however, are based on the reduced salary and FTE. Tuition waiver will be granted on the same basis as part-time regular status.

b. An employee with less than five (5) years of regular, continuous full-time service at the time the workers’ compensation injury incapacitated the employee from working or when the employee’s work schedule was reduced, which ever comes first, the employee will be placed into a part-time regular status. In this status, the employee will retain eligibility for health insurance upon payment of one-half (1/2) the premium of the applicable coverage. With the exception of retirement and long-term disability, all other benefits available to part-time regular employees will be unaffected. Benefits, however, are based on the reduced salary.

c. An employee working a reduced schedule of less than twenty (20) hours per week, regardless of the number of years of service, shall be ineligible for health insurance, life insurance, dental insurance, short term and long term disability and University retirement match.

**ARTICLE 49 - CONDITIONS OF AGREEMENT**

This is a tentative agreement and shall be of no force and effect unless and until all of the following occur:
(1) The tentative Agreement is approved by the Board of Trustees of the University of Maine System;

(2) The tentative Agreement is ratified by the bargaining unit membership of the Teamsters Union Local No. 340; and

In the event that both of the above conditions are not met, this tentative Agreement shall be null and void, and negotiations shall be resumed upon request of either party hereto.

ARTICLE 50 – DURATION

1. The provisions of this Agreement shall be effective as of July 1, 2007, or the date of its execution, whichever occurs later unless otherwise specified herein, and shall continue in full force and effective until and including June 30, 2009.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.

3. Either party may serve upon the other a notice at least sixty (60) days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor Agreement.

4. During the term of this Agreement, neither party shall be required to bargain with respect to any matter, whether or not within the knowledge or contemplation of either or both of the parties; at the time they bargained for or executed this Agreement.

5. The parties agree to continue their negotiations on matters covered by this Agreement and reasonably related to the arbitrator’s award in grievance No. 158-82-04, which negotiations commenced pursuant to Article 47, Section 5 of the prior collective bargaining agreement executed by the parties on May 11, 1984.

In witness whereof, the parties hereto have caused this Agreement to be executed as indicated below:

November 27, 2007

For the Teamsters Union Local No. 340

James Carson
Terrance Hanlon
Carl Guignard
Charlie Fritz
Jim Merrill
Betty Hilton
Richard Pramis
Shannon Smith
Matthew W. Troxell
Richard Bragg

For the University of Maine System

Richard L. Pattenaude
Mark Kamen
Dave Early
Stewart Harvey
Caryn Ines
David Lane
Bob Lawrence
Ray Moreau
Michelle Wood

37