UNIVERSITY OF MAINE SYSTEM

HANDBOOK FOR UNIVERSITY SUPERVISORS
AND CONFIDENTIAL EMPLOYEES

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AVAILABILITY OF ALTERNATE FORMAT

To request this Handbook in alternate format, call or write:

THE OFFICE OF HUMAN RESOURCES
University of Maine System
16 Central Street
Bangor, ME 04401-5106
(207) 973-3370 (Voice)
(207) 973-3300 (TTY)
NON-DISCRIMINATION NOTICE

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

Questions and complaints about discrimination in any area of the University should be directed to the University Equal Opportunity Director or to the Director of Equity & Diversity for the University of Maine System, currently Sally Dobres, who can be reached at 16 Central Street, Bangor, ME 04401-5106, (207) 973-3372 (voice) or (207) 973-3300 (TTY).

Inquiries or complaints about discrimination in employment or education may also be referred to the Maine Human Rights Commission. Inquiries or complaints about discrimination in employment may be referred to the U.S. Equal Employment Opportunity Commission.

Inquiries about the University’s compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin, Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), Boston, MA 02109-04557, telephone (617) 289-0111 (voice) or (617) 289-0150 (TTY). Generally, an individual may also file a complaint with OCR within 180 days of alleged discrimination.
UNIVERSITY HUMAN RESOURCES OFFICES

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Orono, Maine 04469-5717
581-1581- www.UMaine.edu

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

UNIVERSITY OF MAINE AT FARMINGTON
Human Resources Office
Merrill Hall
111 South Street
Farmington, Maine 04938
778-7246 – www.UMF.maine.edu

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

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

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

UNIVERSITY OF SOUTHERN MAINE
Division of Human Resources
128 School Street
Gorham, Maine 04038
780-5115 – (Human Resources/Labor Relations main number)
780-5500 – (Payroll) – www.USM.maine.edu

UNIVERSITY OF MAINE SYSTEM
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Bangor, Maine 04401-5106
973-3370 – www.maine.edu/system/hr/human_resources.php
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INTRODUCTION

This Handbook describes personnel policies for regular employees of the University of Maine System who are covered by the University of Maine System Job Classification Program and are excluded from existing collective bargaining units, i.e. supervisors and confidential employees. It is designed as a guide to aid in understanding their employer, the employee’s work environment and the employee’s relationship to the University. The employee’s supervisor or human resources office can provide additional information or assistance.

The Handbook is divided into two major sections to help answer questions concerning personnel policies and employee benefits. It is important to note that some benefits have a limited sign-up period. Employees should consult with the university benefits office and benefits publications for additional information. The final section contains a brief description of the University Supervisors/Confidential Employees Advisory Council. All Board of Trustee Policies in this Handbook have been italicized for ease of recognition.

The University of Maine System is composed of seven universities plus the System Office. In this Handbook the University of Maine System is also referred to as the University. References to “your university” refer to the individual university where the employee is employed.

The University of Maine System is governed by the Board of Trustees. The chief executive officer for the University is the Chancellor. The chief executive officer of each individual university is the President.

This Handbook is for general information only and is not a statement of contractual obligation. The University of Maine System reserves the right to change or discontinue without notice any plan or program set forth herein. Decisions regarding any benefit programs described in this booklet will be governed by the appropriate Plan Document.

Changes to this handbook will be made periodically and will be distributed accordingly. The most up to date version is available at http://www.maine.edu/system/hr/human_resources.php on the University of Maine System homepage. For questions or more information about any of these policies, please contact the University Human Resources Office.
PART ONE: PERSONNEL POLICIES

EMPLOYEE DEFINITIONS

If a person is hired to fill a position which has been evaluated and assigned a job title and appropriate wage band within the University’s Job Classification Program, he/she is part of the classified staff which includes clerical, service, and technical positions. Policies stated in this manual apply to regular employees who are not represented by a collective bargaining agent, i.e., the University Supervisors group and employees who have a confidential relationship to the collective bargaining process. All University Supervisors and confidential employees are at-will employees.

All employee benefits and policies are applicable to each employee based on the employee’s job status. The job status will be either (1) regular or (2) temporary, and either (3) full-time or (4) part-time, as indicated by the definitions below:

1. **Regular** – An employee is a regular employee if he/she is employed (on a continuing regular basis) in a position which is expected to continue for a period of one year or more. For this purpose, a year is defined as the normal number of months, not fewer than seven, that the position which the employee fills would be in effect in a department or program each year.

2. **Temporary** – An employee is a temporary classified employee if the employee does not qualify as a regular employee. Temporary employment normally will not continue more than 12 continuous months. While some of the employment policies described in this manual may be applicable to temporary employees, it has been prepared for the purpose of providing information to regular employees. Temporary employees are not eligible for employee benefits except administrative leave, Workers’ Compensation, unemployment compensation, voluntary tax deferred annuities and, if working twenty hours or more, travel insurance and Advantage/Flexible Spending Accounts. Temporary employees will not receive any pay adjustments except cost-of-living as approved by the Board of Trustees.

3. **Full-time** – An employee is a full-time employee when the employee’s regularly scheduled workweek is 40 hours.

4. **Part-time** – An employee is a part-time employee when the employee’s normal workweek is less than 40 hours. If the employee’s normal workweek is less than 40 hours and the employee has the equivalent of five years of continuous full-time regular service, the employee’s appointment will be designated as “Benefits Regular.” (See the policy on Voluntary Schedule Reduction.)

All employment with the University is contingent upon acceptable performance and the financial resources of the University.
EQUAL OPPORTUNITY POLICY

The University is committed to equal employment opportunity and affirmative action in every aspect of employment policy and practice, including selection, placement, training, and advancement of University employees. The University’s equal opportunity policy states:

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

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

Procedures:

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

A designated person at each university is responsible for Equal Employment Opportunity and Affirmative Action.

OHR Revised 1/06

SEXUAL HARASSMENT

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

The University’s policy on Sexual Harassment is as follows:

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

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

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

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

Definitions:

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

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or education;
2. submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; or
3. such conduct has the purpose or effect of interfering with an individual’s academic or work performance or creating an intimidating, hostile or offensive employment, educational, or living environment.

Procedures:

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

The Guidelines Regarding Consenting Relationships are available online at www.maine.edu/system/hr/eo.php

Rev. 9/04
ACCESSIBILITY: The University of Maine System’s Commitment to People with Disabilities

The University of Maine System is committed to providing access to the University for people with disabilities. Our goal is to enable students, staff, applicants, and the public to participate in the academic, employment, cultural, and recreational life of the University. Under University policy and federal and state laws, qualified people with disabilities are entitled to reasonable accommodations that will allow them access to University programs, jobs, services, and activities unless accommodation would pose an undue hardship on the University.

A person with a disability is anyone who either has, used to have, or is regarded as having a physical or mental impairment that substantially limits a major life activity (such as seeing, walking or working); significantly impairs physical or mental health; requires special education, vocational rehabilitation or related services; or is on a list of conditions established by state law. A qualified person with a disability is someone whose experience, education, and training enable the person to perform the essential functions of their job or to meet essential course or program requirements with or without a reasonable accommodation. An accommodation is any reasonable modification in the work or learning environment or to rules, policies and practices that enables a person with a disability to have equal employment or educational opportunities.

People with disabilities have a right to ask for an accommodation and are encouraged to talk directly with the responsible faculty member, supervisor, or other staff person. Faculty, supervisors, and administrators are responsible for responding to accommodation requests. The attitude and responsiveness of faculty and staff with whom people with disabilities interact often determine, even more than physical barriers, the degree of access they feel they have to the University. If an accommodation is requested by someone whose disability is not apparent, the University should request medical documentation. Some of the common types of accommodations requested include:

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

A faculty member or supervisor who receives an accommodation request should explore possible accommodations with the person who has a disability. University policy, the law, and common sense require that a flexible, interactive process which involves the person with a disability be used to select an effective reasonable accommodation. Asking about the disability itself is inappropriate and unnecessary. The discussion should focus on accommodations that would help the person meet the requirements of the job or program.

**A supervisor or faculty member must not deny an accommodation request without consulting with the Equal Opportunity Director and carefully following University procedure. All requests for accommodation must be carefully documented.**
Note: The University’s Procedure for Accommodating Individuals with Disabilities is available from the university Equal Opportunity Director or online at www.maine.edu/system/hr/eo.php
SUBSTANCE ABUSE

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

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

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

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

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

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

Drug and Alcohol Testing Policy

There is a Drug and Alcohol Testing Policy for drivers of commercial vehicles who are employed within the University of Maine System. University of Maine System policy requires that its drivers shall be free of drugs and alcohol while operating a commercial vehicle as part of their University duties. In compliance with the Omnibus Transportation Employee Testing Act of 1991, the University of Maine System has implemented a drug and alcohol testing program which is designed to help reduce and avoid accidents and injuries, discourage substance and alcohol abuse, and reduce absenteeism, health care costs, and other drug and alcohol-related problems. The University of Maine System enforces this policy with regard to employees performing safety sensitive job functions.

As part of this policy, each university President will designate a Coordinator for the university to implement and administer this policy. An employee having questions with respect to the scope of this policy and its contents may contact the university coordinator for the administration of the Drug and Alcohol Testing Policy.
SMOKING IN THE WORKPLACE

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

ENVIRONMENTAL AND SAFETY POLICY

Policy Statement:

The University of Maine System is committed to protecting the environment and the health and safety of all members of the University community in its operations and activities. We further recognize an obligation to demonstrate safety and environmental leadership by maintaining the highest standards and serving as an example to our students as well as the community at large.

Procedures

In working to meet this commitment individual campuses, organizational units, and employees must ensure that sound environmental health and safety planning is integrated into every level of University System decision-making and must demonstrate leadership to meet the following:

Comply with all applicable federal and state environmental health and safety laws and regulations. In the absence of specific laws or regulations, consensus-based standards or best management practices should be adopted.

Develop, implement, and continuously improve environmental health and safety programs that eliminate safety hazards, encourage safe work practices and emphasize safety and environmental education;

Promote environmental health and safety responsibility among employees, students, and visitors through training and assessment.

Include environmental, health and safety factors as an integral part of each institution’s planning and operational functions;

Design, construct and operate all facilities in a manner that encourages environmental responsibility and promotes sustainable development on campus properties and in local communities; and

Work cooperatively with government, industry and other organizations in developing reasonable and cost-effective environmental, health and safety legislation and regulations that protect the human health and the environment.

The Chancellor is directed to take actions necessary to assure that all units of the University of Maine System are in compliance with this policy and with all pertinent Federal and State regulations.

The Chancellor or a delegated representative is authorized to review plans developed by individual campuses or other organizational units to assure compliance with this policy.
To assist campuses with complying with this policy, APL II-E at http://www.maine.edu/pdf/II-ESafetyandEnvironmentalManagementSystem.pdf provides procedures to support the Board of Trustees Environmental and Safety Policy to protect the environment, to protect the health and safety of all members of the University community, and to demonstrate environmental and safety leadership. All universities and administrative units within the University of Maine System are required to set the practices necessary to establish an environmental and safety management system to meet the institutional commitment described in this policy.

OFT Rev. 1/13/03

CELLULAR TELEPHONE ACQUISITION, USE AND REIMBURSEMENT

General

Cellular telephones (cell phones) may be issued to university employees who have a frequent need for remote telephone access, or for use in the event of an emergency. University cell phones are provided for necessary, official university business purposes only.

Each university and the System Office should assign a central person or office the responsibility for coordination of cell phone acquisition and use. Each university and the System Office must have policies and procedures for ensuring cell phones are only issued to authorized users, use is appropriate, appropriate reimbursements are made, and cell phone users and their supervisors or other appropriate personnel are informed about the requirements of this APL. Such procedures may also address other issues, such as acquisition of phone equipment, provision of hands free devices where necessary, review and approval of billing statements, and instruction on what to do in case a phone is lost or stolen.

Contract Authority

Consistent with the requirements of APL Section VII, A.2. Purchasing Policy and Procedures, the University will have one contract (to the extent possible and practical) for quality cell phone service throughout the System. The University of Maine System is able to obtain best pricing and service when contract negotiation is coordinated. When circumstances warrant, such as quality concerns, universities may negotiate and authorize other contracts.

Only a System Purchasing Agent, Chief Financial Officers, or their designees, are authorized to approve cell phone contracts on behalf of the university.
Cellular Telephone Acquisition, Use and Reimbursement

The plan approved for an employee, whether basic or expanded, should be the one that is most cost effective, satisfying the basic needs and coverage area expected of the job. The current System contract requires a basic monthly line charge and a certain amount per minute for calling within the State of Maine. Expanded coverage outside of Maine is available for an additional monthly charge. Each university’s contact person should be consulted for further details. Employees will use the University of Maine System negotiated contract unless approved by the appropriate university contact.

Each employee must review his or her monthly cell phone statement to determine whether charges are reasonable and to identify any charges requiring reimbursement. The employee shall ensure reimbursements are made to the appropriate office (e.g., business office, cashier’s office, etc.) within 30 calendar days of the statement date. Reimbursements should be posted to accounts which were charged the original cell phone expense.

As with the disbursement of all funds, segregation of duties should be present such that the person who incurs an expense is not the person who approves the expense for payment. An appropriate person should review and approve cell phone bills for payment.

Cell phones that are no longer required because of termination of employment or change in job status shall be returned to an appropriate person and service shall be terminated. The person who reviews cell phone fiscal activity should ensure that the charges are discontinued.

APL VII-D will provide a complete guideline for use and reimbursement of Cellular Telephones issued by the University of Maine System. These guidelines should be reviewed by all employees who have been authorized cell phones by their supervisor.

Rev.8/1/06
PERSONNEL ACTIONS AND RECORDS

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

Rev. 11/98

An official personnel file is maintained for each non-represented staff member. Information in the files beyond elementary biographical information such as name, title, and dates of employment is not to be divulged to agencies or individuals outside the University except under court order or subpoena, with the written permission of the individual who is the subject of the file or in accordance with the public information law. Access to the official personnel file is granted only to university authorities and representatives who have need for it in the performance of their duties. An employee or former employee has the right to examine their file in the presence of the file custodian or designated campus administrator(s) during the normal business hours of the office in which the file is kept. An employee may obtain one free copy of their personnel file and anything that is added to it each year. Additional copies of any material in the personnel file may require the employee to pay five (5) cents per page of copying.

PROBATIONARY PERIODS

A new, regular employee will be paid at a starting rate and is subject to an initial six-month probationary period of observable performance. This is a time for the employee to evaluate his/her position and a time for the employee’s supervisor to evaluate the employee’s work. If any problems concerning the employee’s employment arise during this probationary period, the employee should discuss and resolve the issue(s) during the first six months.

After successful completion of the initial probation period, a non-represented hourly employee’s employment is at-will. The day after successful completion of the initial probationary period becomes the employee’s annual review date. Another probationary period will begin when the employee moves to another job in the University. (See Promotion, Transfer, Reclassification or Demotion Policy). The employee’s performance during any probationary period will be evaluated within six months. The employee must successfully complete the probationary period for the position for which he/she was hired before seeking other opportunities within the University. Only those promotions, transfers, or demotions which are requested by the University will be allowed during this probationary period.

PERFORMANCE ASSESSMENT (EVALUATION)

University Board of Trustee policy requires an annual assessment of employees by their supervisors. These assessments are used for judging probationary performance as well as in consideration for promotions, transfers, demotions, dismissal, or other administrative actions. Employees also have the opportunity to complete a self-assessment.

The individual evaluating the employee’s work should discuss with the employee the results of the assessment.

This performance assessment program is intended to provide the employee with an increased awareness of the employee’s present performance and what is expected of him/her. The employer will be able to judge where the employee’s work is worth praise and recognition and where his/her work is in need of improvement.
Both the supervisor and the employee have the opportunity to sign the assessment form. The employee’s signature does not necessarily mean that he/she agrees with the assessment, but that the employee has seen it. A copy of the employee’s performance assessment will be given to the employee. Another copy will be placed in the employee’s university personnel file.

POSITION REVIEW AND RECLASSIFICATION PROCEDURE

In the event that an employee believes that his/her duties are significantly different from those outlined in the employee’s official job description, the employee may request a position review. Reclassification of any University position will take place whenever job duties and responsibilities are significantly changed by the University from those originally assigned. Such changes may result in either an increase or decrease in job duties and responsibilities, and may occur for various administrative reasons, such as: departmental growth, staff reduction, reorganization, technological change, etc. Reclassification will be based upon the degree to which these changes affect the nature of the work being performed.

Reclassification review is not a performance evaluation, but rather an assessment of job duties. This review may be requested by the employee, the supervisor, dean or department head, or the university Human Resources Office and will follow the university reclassification procedures.

The employee shall submit a completed and signed position review request form and position questionnaire outlining the employee’s current job duties and responsibilities to his or her immediate supervisor. The employee’s immediate supervisor shall forward the request form and the questionnaire, with the supervisor’s comments, within twenty (20) working days for consideration to such administrative officers as the University deems appropriate. Failure to comply with the request within twenty (20) working days shall have no effect on the disposition of the position review. A copy of the request shall be given to the employee at the time that it is forwarded to Human Resources.

If the designated administrative officer(s) at the campus disapprove(s) the position review, the employee shall be provided with a written statement of the reason(s) for denial of the position review.

In the event that the request for position review is approved by designated administrative officer(s) at the campus, a position audit shall be scheduled. The audit also may include an on-site evaluation.

The audit shall result in findings as to whether the duties being performed by the employee are significantly different from the duties outlined in the official job description for the employee’s job classification. Such findings shall be made in accordance with existing criteria and shall be submitted to administrative officers designated by the University, who shall determine, if warranted, whether the employee shall be reclassified or assigned duties which conform to the official job description for the classification. Such determinations shall be forwarded to the employee.

In the event of an upward reclassification, the affected employee’s new rate will be calculated in accordance with the promotion policy.

In the event of a downward reclassification, the affected employee’s new rate will be calculated in accordance with the non-disciplinary demotion policy.

In the event of a lateral reclassification, the employee will carry the current rate of pay to the new job.

The effective date of reclassification shall be the date of submission of the completed request for reclassification and the completed position questionnaire. A new annual review date shall be established effective with placement in the new classification, unless it is a lateral reclassification in the same job group.
SENIORITY

Seniority by job classification, department, and university, as appropriate, will be recognized in promotions, transfers, demotions, layoffs, and filling vacancies when such other considerations as ability, skill and experience are relatively equal. Such seniority is based upon the length of continuous regular employment. Seniority starts when pay as a regular employee starts, regardless of the time of the job offer and acceptance of employment.

Seniority will continue if any of the following occur:

1. Layoff because of a reduction in force, if an employee is recalled within 24 months of the date of layoff (see Layoff policy).
2. Any authorized paid or unpaid leave of absence.
3. Military service. Following a period of service up to 30 days the employee must report back to work at the next regularly scheduled shift on the day following release from the military, safe travel home, and 8 hours of rest. Following release from the military service for 31-180 days, the employee must apply for reemployment within 14 days following release, and following a period of service of 181 days or more, the employee must apply for reemployment within 90 days after release from military service. For complete information regarding seniority, reemployment and military leave, consult the USERRA Law for Military Employment and Reemployment Rights Act.

PROMOTION

Promotion is the selection of a regular employee for a vacancy in another classification at a higher wage band. It is the policy of the University to recognize the most qualified regular employee in promotion decisions.

An employee promoted to any other classification while in the first six months of employment will be placed in the start step of the new wage band.

1. If an employee is promoted to a position in the Supervisory or Confidential group after completion of the employee’s first six months of employment, the employee will receive at least a five percent increase. In addition, the employee may receive an additional increase based on the University’s assessment of the employee’s qualifications, not to exceed an additional five percent or the maximum rate for the new wage band. However, in no event will the employee’s rate be lower than the Start Step in the new band.
2. If an employee receives a promotion after completion of his/her first six months of employment to a position assigned to a wage schedule with steps, the employee will be placed in the lowest step of the new wage band other than the Start Step which gives the employee at least a five percent increase over the employee’s old rate.
3. If an employee is promoted during the initial probationary period, the employee will be evaluated prior to the end of a total of six months of University employment. The day after completion of this probationary period will be the employee’s annual review date.
4. If the employee is promoted after having completed the initial probationary period, the employee will begin a new six month probationary period at the end of which the employee’s job performance will be evaluated. The employee’s annual review date will be the effective date of his/her promotion.

If an employee is promoted to a job at his/her present university or at another university, the employee’s accumulated disability leave and annual leave will not be affected. Job and department seniority will start when pay starts for the new job regardless of the time of the new job offer.
The employee’s university seniority begins when pay starts at the new university. Benefits related to pay will be adjusted according to the employee’s new wage rate.

**EMPLOYEE TRANSFER**

An employee at one University System institution or unit who accepts a position at another University institution or unit will be considered to have transferred to the new unit if there is no break in service between the appointments.

If an employee is transferred to another job at his/her present university or at another university, the employee’s accumulated disability leave and annual leave balances will be transferred. Job and department seniority will start when pay starts for the new job. University seniority begins when pay starts at the new university.

1. **Transfer to a different University of Maine System university.**

   Should an employee desire to transfer to another university, the employee should contact his/her Human Resources Office for assistance. Upon acceptance of a transfer, the employee will begin a new six-month probationary period at the end of which the employee’s performance will be evaluated.

2. **Transfer to a different position.**

   The employee is eligible to request a transfer after completion of six months of continuous service in his/her position. The employee will not be eligible for more than one such transfer per year, although exceptions to this limitation may be approved by the University.

3. **Lateral transfer.**

   Should an employee be transferred, i.e., moved to a vacant job in the same or different classification in the same wage band, the employee will continue the current rate of pay in the new position. If the employee transfers to a wage schedule with steps, the new rate of pay will be the step nearest the employee’s current rate of pay.

**DEMOTION**

Demotion occurs whenever a regular employee is moved from one job classification to another job classification in a lower wage band. This may occur by request or as a result of administrative action for non-disciplinary reasons. Demotions which are approved by appropriate supervision upon employee or employer request or by direct supervisory action for reasons such as inadequate skills are considered to be non-disciplinary in nature. Demotion may also be initiated by supervisors for disciplinary reasons.

If an employee is demoted for any reason while still in the first six months of employment, the employee will be placed on the start step of the new wage band, and will be evaluated before the employee completes six months of employment. After the employee successfully completes the probationary period, the annual review date will be the date six months after the original date of hire as a regular employee.

If an employee is demoted after completing the first six months of employment, the wage rate in the new job will depend on whether the demotion was for disciplinary or non-disciplinary reasons and whether the new position is a Supervisory/Confidential position as described below. In any event, the annual review date will be the effective date of the demotion.
If an employee is demoted to a Supervisory or Confidential job classification, the rate will be determined by the University based on an assessment of the employee’s qualifications. This rate will not be below the start step for the lower wage band. It will not be above the employee’s rate in the higher wage band in the event of a non-disciplinary demotion or 95% of that rate in the event of a disciplinary demotion.

If an employee is demoted to a position assigned to a wage schedule with steps for non-disciplinary reasons, the employee will be placed in the step in the wage band applicable to the lower rated job which the employee would have obtained if he/she had not been employed in the higher classification.

If an employee is demoted to a position assigned to a wage schedule with steps for disciplinary reasons, the employee’s step in the lower wage band will be determined as follows: calculate the percentage of the current hourly rate of the current Start Step; apply the resulting percentage to the Start Step in the new wage band and place on the step that provides at least the calculated rate.

Upon any demotion except from a start step, the employee will begin a new six-month probationary period at the end of which the employee’s performance will be evaluated.

An employee’s accumulated disability leave and annual leave will not be affected by demotion. Job and department seniority will start when pay starts for the new job.

An employee’s university seniority begins when pay starts at the new university. The benefits related to pay will be adjusted according to the employee’s new wage rate.
VOLUNTARY SCHEDULE REDUCTION

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

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

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

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

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

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

Short Term Disability: Coverage will be provided based on the reduced salary.

Retirement: For classified employees in the Basic Retirement Plan, contributions to TIAA-CREF will be made in the percentages applicable to full-time regular employees. Contribution amounts shall be based on the reduced salary.

For classified staff who participate in The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan), the retirement benefits shall be based on actual earnings and service (not pro-rated). Employees in the Maine State Retirement System and in the federal retirement systems (CSRS,FERS) are eligible for reduced schedules. Such employees should be aware that pension benefits will be based on the employee’s years of highest salary, not their final salary.

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

Other Benefits: Employees with a reduced schedule will continue to be eligible for supplemental life insurance, spousal/domestic partner and child life, tax deferred annuities, and advantage accounts.

Application and Approval Process: An application for a Voluntary Schedule Reduction shall ordinarily be submitted at least two months prior to the requested effective date. This time limit may be waived when an earlier effective date is beneficial to both the employee and the University. The application form shall be completed by the employee and submitted to the supervisor. The supervisor shall make a recommendation and forward the form for administrative review, regardless of whether the supervisor’s recommendation is positive or negative.
The decision about whether to approve the reduced schedule will be made by the President (Chancellor for System) or the President’s designee and communicated to the employee in writing.

**MUTUAL AGREEMENT FOR TEMPORARY REDUCTION IN WORK SCHEDULE**

When there is mutual agreement between an employee and the University that a reduced work schedule, not to be less than one-half time, would be mutually beneficial for a temporary period, the work schedule may be reduced for a period not to exceed one-third of the employee’s work year without loss of employee benefits. The policy is not intended for employees already on a leave to extend benefits eligibility. An employee on disability leave cannot use a mutually agreed reduction to receive disability leave half-time and continue full-time employee benefits.

If the mutual agreement is for a period in excess of one-third of the employee’s work year, the employee’s status will change to part-time regular with a corresponding change in employee benefits. The Mutual Agreement for Reduction of Hours Form is available from university Human Resource Offices.

**RESIGNATION**

If an employee decides to leave the employ of the University, the employee is expected to give as much notice as possible, but normally not less than 2 calendar weeks. Because of scheduling, certain departments may ask the employee to give up to one month's notice.

If an employee is eligible for annual leave, the employee will be paid for the unused accrued annual leave.

**LAYOFF AND DISCONTINUANCE OF EMPLOYMENT**

Layoff is discontinuance of University employment for bona fide financial or program reasons where a return to work in the same position is not anticipated. It does not apply to temporary or seasonal layoffs where return to work in the same position is anticipated. It does not apply to the period of time which is not included within an employee’s work year, for employees who have work years of less than 12 months.

The University shall make a reasonable effort to locate appropriate alternate or equivalent employment at the university where the employee is employed at the time of notice of layoff.

Non-represented hourly employees will receive notice of layoff and/or pay in lieu of layoff and severance pay based on length of continuous regular University service as of July 1, 2010.

Tier 1 – Employees hired on or before July 1, 1995

<table>
<thead>
<tr>
<th>Length of Service (completed years)</th>
<th>Notice</th>
<th>Severance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>5 - 9 years</td>
<td>12 weeks</td>
<td>None</td>
<td>12 weeks</td>
</tr>
<tr>
<td>10 - 12 years</td>
<td>26 weeks</td>
<td>4 weeks</td>
<td>30 weeks</td>
</tr>
<tr>
<td>13 – 15 years</td>
<td>26 weeks</td>
<td>8 weeks</td>
<td>34 weeks</td>
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<tr>
<td>16 – 18</td>
<td>26 weeks</td>
<td>12 weeks</td>
<td>38 weeks</td>
</tr>
<tr>
<td>19 – 21</td>
<td>26 weeks</td>
<td>16 weeks</td>
<td>42 weeks</td>
</tr>
<tr>
<td>22 – 24 years</td>
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<td>20 weeks</td>
<td>46 weeks</td>
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<tr>
<td>25+ years</td>
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<td>26 weeks</td>
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Tier 2 – Employees hired July 1, 1995 – June 30, 2005

<table>
<thead>
<tr>
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<th>Notice</th>
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</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>3 – 4 years</td>
<td>2 weeks</td>
<td>3 weeks</td>
<td>5 weeks</td>
</tr>
<tr>
<td>5 – 9 years</td>
<td>6 weeks</td>
<td>3 weeks</td>
<td>9 weeks</td>
</tr>
<tr>
<td>10 – 12 years</td>
<td>6 weeks</td>
<td>4 weeks</td>
<td>10 weeks</td>
</tr>
<tr>
<td>13 – 15 years</td>
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<td>6 weeks</td>
<td>12 weeks</td>
</tr>
<tr>
<td>16 – 20 years</td>
<td>6 weeks</td>
<td>8 weeks</td>
<td>14 weeks</td>
</tr>
<tr>
<td>21 + years</td>
<td>6 weeks</td>
<td>12 weeks</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>

Tier 3 – Employees hired July 1, 2005 or later

<table>
<thead>
<tr>
<th>Length of Service (completed years)</th>
<th>Notice</th>
<th>Severance</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>3 – 4 years</td>
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<td>4 weeks</td>
</tr>
<tr>
<td>5 – 9 years</td>
<td>6 weeks</td>
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<td>8 weeks</td>
</tr>
<tr>
<td>10 – 15 years</td>
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<td>3 weeks</td>
<td>9 weeks</td>
</tr>
<tr>
<td>16 – 20 years</td>
<td>6 weeks</td>
<td>4 weeks</td>
<td>10 weeks</td>
</tr>
<tr>
<td>21+ years</td>
<td>6 weeks</td>
<td>6 weeks</td>
<td>12 weeks</td>
</tr>
</tbody>
</table>

An employee whose position is contingent on funding from outside the University (‘soft money’) will be notified of layoff as soon as possible and will receive a minimum of 2 weeks notice of layoff. Such employees are not covered by the notice and severance pay provisions of the preceding paragraphs.

At the time of layoff the employee will be paid for the accrued unused annual leave. The employee will not be eligible to accrue annual leave or disability leave, or be eligible for holidays or tuition waiver during layoff.

An employee may continue participation in the group health and basic life insurance programs for a maximum of 12 months after the effective date of layoff, provided the employee makes the full premium payments. If the employee has 20 or more years of University service, the employee may continue his/her group health coverage indefinitely under the University’s plan at his/her own expense. If an employee wishes to continue participating in these programs, the employee must notify the University in writing no later than 30 days after the effective date of his/her layoff. The employee may elect to cancel these payments during the layoff period with the provision that the employee files evidence of insurability for life insurance if the employee returns to work within 12 months after the effective date of layoff. Within 30 days after the expiration of the employee’s eligibility to continue in these programs, the employee may convert to an individual life insurance and/or health coverage program without a physical examination.

The employee may also be able to continue group health and dental coverage under the University’s plan at the employee’s own expense for a longer period of time. This continuation coverage is part of Public Law 99-272, Title X (COBRA). For more information, the Group Health Plan booklet is available from University Human Resources Offices or on-line at [http://www.maine.edu/system/hr/health.php](http://www.maine.edu/system/hr/health.php).

Full-time regular employees will be retained in The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) for 12 months after the effective date of layoff. The period of the employee’s layoff will be counted in determining the employee’s years of service in the University of Maine System Retirement Plan for Classified Staff.

For 2 years following the effective date of layoff, an employee who has been laid off, who indicates a desire to be placed on a University recall list, and who is not otherwise employed in an equivalent University position, shall be sent vacancy announcements for positions covered by this Handbook. For this purpose, it shall be the
employee’s responsibility to keep the University advised of his/her current address. Vacancy announcements are also posted on the University’s website at www.maine.edu/system/ueo/ums_employment.php.

If the specific position held prior to layoff is reopened within the 2 year period, the employee will be offered the position. If the employee turns down that position, only then will it be posted. If a position opens in the classification the employee held prior to layoff at the same university and it is a position covered by this Handbook, upon application the employee shall be offered the position if qualified. If a job opening in a position covered by this Handbook occurs during the recall period, and the employee applies, the employee shall be offered the position unless the University can demonstrate that the selected candidate is better qualified for the position.

If an employee is re-employed in the same classification within 2 years of the effective date of layoff, the employee shall receive the same wage the employee received at the time of the layoff plus any non-discretionary increases in wages or benefits received by employees covered by this Handbook.

The employee will retain University System seniority if recalled within 24 months of the layoff.

**Temporary or Seasonal Layoffs**

The Handbook provisions above are not applicable to employees who are temporarily laid off, such as in the summer or between academic semesters, and who are expected to return to work in the same position. In such cases employees who are enrolled in the group health and basic life insurance programs will be continued in the programs provided that they continue to pay any share of the premiums for which they are responsible as active employees. Accumulated annual leave will be scheduled according to the annual leave policy.

**Discontinuance of Employment**

Non-represented employees may be discontinued for reasons other than program or financial reasons or for cause. Examples of other reasons include a change in the required knowledge, skills and abilities for the position, or a change in the direction of a department or program.

Non-represented hourly employees whose employment is discontinued for such reasons will receive a minimum of two week’s notice.

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

Any employee whose behavior or job performance is unacceptable may be disciplined by such actions as an oral reprimand, written reprimand, demotion, suspension or dismissal. When it is considered appropriate by the university, a counseling memo may be provided to the employee prior to any formal disciplinary action. Written notice will be given in cases of suspension or dismissal. A regular employee serving an initial probationary period may be immediately separated by the University without notice. In all cases, the individual will be paid for any accumulated unused annual leave.

GRIEVANCE PROCEDURES FOR NON-REPRESENTED EMPLOYEES

Board Policy Statement

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

Retaliation Prohibited

Retaliation against an employee for filing a grievance is strictly prohibited, whether or not the employee prevails in the original grievance. No university agent may harass, coerce, intimidate, or discriminate against an individual who has filed a grievance or participated in the grievance process. An allegation of retaliation will be treated separately from the original grievance.

Procedures

The University System has developed this procedure for filing and responding to grievances of non-represented employees throughout the University of Maine System. The procedure provides reasonable time limits for an employee to present a grievance. If an employee does not meet the deadline for filing a grievance or appeal, the matter will be considered to be resolved. The University will make every attempt to respond to grievances within the timelines in this procedure, but may extend the timelines at any step in the process as needed.

Any complaint alleging a violation of the Equal Opportunity Policy must be filed using the Equal Opportunity complaint procedure. If a grievance alleges violation of the Equal Opportunity Policy and other policies, the portion relating to the Equal Opportunity policy will be investigated under the Equal Opportunity complaint procedure.

Informal Complaints

An employee may bring any complaint regarding his or her employment to the immediate supervisor for informal discussion and resolution. If the supervisor is the subject of the complaint, the employee may instead choose to discuss it informally with the next level appropriate administrator. If informal discussion does not resolve the problem, the employee may file a formal grievance.

Formal Grievance Procedure

An employee who files a grievance may be accompanied by another employee at any meeting held to discuss the grievance.

1. **Step One:** The employee (grievant) completes a Non-Represented Employee Grievance form (attached to this procedure) providing the details of the complaint and gives it to his/her department director, dean, or next level appropriate administrator. The grievance must be filed within twenty (20) working days of the act or omission that is the subject of the grievance, or the date on which the
employee reasonably should have known of the act or omission if that date is later. The written grievance must identify the University policy or procedure that has allegedly been violated. The department director, dean or next appropriate administrator will respond in writing to the grievance within 20 working days. The written decision will be provided to the grievant and the person whose action has been grieved.

2. **Step Two:** If the written response does not resolve the grievance, the grievant may appeal the grievance to Step Two by completing a Non-Represented Employee Grievance Appeal form (attached to this procedure). The Step Two appeal must be filed with the appropriate Vice President (if the grievant is employed at a university) or Senior Staff member (if the grievant is employed in the System Office) within 20 working days of the date the Step 1 response is received or due. The Vice President or Senior Staff member will respond in writing to the grievance within 20 working days. The written decision will be provided to the grievant and the person whose action has been grieved.

3. **Step Three:** If the preceding steps have not resolved the grievance, the grievant may appeal the grievance to Step 3. The Step 3 appeal must be filed with the President (if the grievant is employed at a university) or Chancellor (if the grievant is employed in the System Office) in writing within 20 working days of the date the Step 2 response is received or due.

Within 20 working days the President or Chancellor will designate in writing an individual who will serve as an impartial investigator of the issues surrounding the grievance. The investigator will:

- a. Review both sides of the grievance and investigate as needed in order to make findings of fact;
- b. Attempt to mediate the dispute if possible; and
- c. Issue an advisory report in writing to the President or Chancellor within 20 working days (or as soon thereafter as practicable) if a resolution has not been achieved and provide a copy of the report to the grievant and, where applicable, to the person whose action has been grieved.

If an administrative staff member with faculty rank who was acting in the capacity of a faculty member has not been reappointed and a violation of academic freedom is alleged, academic freedom applies only in the individual’s capacity as a faculty member, not in his/her administrative capacity.

The burden of proof rests on the grievant except in cases of dismissal of tenured faculty members or of dismissal of a non-tenured faculty member or staff member prior to the expiration of the term of appointment. In these cases, the University must prove just cause.

The President or Chancellor within 20 working days will accept the written report of the investigator as the final institutional decision or issue his or her own decision which shall be the final institutional decision. The President’s or Chancellor’s written decision will be provided to the grievant and the person whose action has been grieved.

The employee may appeal the President’s decision to the Chancellor if: (1) the findings include relevant factual errors or omissions, (2) relevant procedural errors are alleged, or (3) relevant issues concerning interpretation of University policy are raised. The appeal must be filed within 20 working days of receipt of the President’s decision and must include the reasons for the appeal. If the Chancellor or designee finds that the employee has been substantially prejudiced by a violation of procedure, the case may be remanded to the President for reconsideration. The Chancellor or designee will review the written record and may request additional information. The Chancellor or designee will issue the final University decision in writing within 30 working days to the grievant and President. The final decision on an appealed grievance rests with the Chancellor or his/her designee.
In a grievance filed by an employee of the System Office, the Chancellor’s written decision shall be final.

**CONFLICT OF INTEREST**

The Board of Trustee has adopted a policy on conflict of interest. An employee with questions regarding the policy or procedures should contact the university Human Resources Office.

**Policy:**

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

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

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

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

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

**Procedures:**

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

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

1. When it appears that a material conflict may arise between the personal interest of an employee and his or her responsibilities to the University, the employee shall notify the appropriate administrator by submitting a written statement describing the nature of the possible conflict. If an apparent conflict comes to the attention of the administrator, that individual may request a written statement from the employee.
2. If an employee is in doubt as to whether he or she is confronted with a potential conflict of interest, the employee should consult with the appropriate administrator to determine if the outside interests could conflict impermissibly with the employee’s obligation to the University.

3. The appropriate administrator promptly shall notify the employee or associate in writing that: (a) there is no conflict and the employee may proceed; or (b) there may be a conflict and further consultation is necessary prior to reaching a determination; or (c) there is a conflict and the employee shall not proceed with his or her personal interest which results in the conflict.

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

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

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

Situations which may constitute a Conflict of Interest:

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

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

3. Outside Commitment
   a. Employees are permitted to engage in outside consulting activities and other outside activities provided the employee meets his/her obligation to the University and complies with any applicable provisions of a collective bargaining agreement concerning outside employment.
b. An employee shall not accept any other outside position that would impair the employee’s ability to fulfill the employee’s obligations to the university.

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

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

4. Use of University Name and Resources

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

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

5. Nepotism

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

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

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

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

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

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

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

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

POLITICAL ACTIVITY

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

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

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

Rev. 11/16/98

MOTOR VEHICLE ADMINISTRATION AND GUIDELINES

I. GENERAL

Motor vehicles are an accepted part of everyday life and essential to the accomplishment of the goals of the University of Maine System (University). However, by their very nature, vehicles on and off University locations pose a significant safety risk to University faculty, administration, staff, students, visitors, and the general public. In response to this risk, the University has developed an Administrative Practice Letter outlining the University’s motor vehicle administration and required guidelines. All employees are required to abide by these guidelines. The vehicle procedures outlined in APL II-B apply Systemwide. However, APL II-B represents the minimum policy guidelines or requirements of the University. Each university (henceforth “campus”) can elect to incorporate additional restrictions or requirements to serve the best interest of the individual campus or its employees. All APL’s are available online on the UMS Office of Finance and Treasurer website.

The System Office reserves the right to audit compliance to this APL and to change either System or campus procedures when necessary to respond to an ever changing safety and insurance environment.

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Rev. 8/30/07

USE OF PERSONAL VEHICLE

Employees who are authorized by the University to use their personal vehicles for assigned non-campus University business in accordance with University travel policy shall be reimbursed at the same rate per mile as paid by the State of Maine. If an employee exceeds 8,000 miles during a fiscal year, the employee shall be reimbursed at the current IRS rate.
TRAVEL AND EXPENSE PROCEDURES

I. GENERAL

University employees, job applicants, student recruits and students are, from time to time, required to travel on university business. Reimbursement for such official travel will be based on actual expenses and/or per diem, as authorized. It is the traveler’s responsibility to document expenditures in accordance with the following procedures. Travelers are expected to minimize travel related expenses by making selections that result in the least expense to the University, providing this does not result in ineffective use of the individual's time or excessive inconvenience. By minimizing travel costs for the University, travelers can help to ensure that university funds are used effectively, and provide additional travel funds for others.

These procedures apply to employees and qualified individuals when they incur travel related expenses while conducting authorized university business. Travelers should take advantage of any significant savings opportunities that may not be explicitly spelled out by these procedures.

If federal funds are used for travel and federal requirements are more restrictive than the University's, the federal requirements will control. Universities may also use their own forms rather than the ones provided as attachments to this APL. Travelers should consult their university Business or Travel Office with questions about their particular university’s procedures or requirements.

II. APPROVAL OF TRAVEL

A supervisor’s/approving authority’s knowledge that an employee is traveling on business is essential for insurance purposes, as well as to assure proper financial control. An individual must have the approval of their supervisor or other appropriate approving authority (e.g., project director on a grant) for all travel. For out-of-state trips, this approval must be written. Approval may be by means of the Travel Request/Advance Form or some other written appropriate mechanism. APL IV-B is available on the Finance & Treasurer APL website.

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Rev. 8/03/07
PURCHASING CARDS

Overview

Purchasing cards are an efficient and convenient method for making many types of routine purchases. It is the intent of Administrative Practice Letter VII-C to promote the use of purchasing cards while providing sufficient controls. The use of purchasing cards is subject to the requirements of all applicable Administrative Practice Letters, in particular Procurement Standards of Conduct, Guidelines for Determining Employee vs. Independent Contractor Status, and UMS Purchasing Procedures and Signature Authority. Purchasing cards must only be used for University business and in accordance with the provisions of the respective university's purchasing card user manual (hereafter referred to as Manual), to be prepared by the Chief Financial Officer (CFO) at each university. Universities have much flexibility in structuring the paperwork flows in the various departments that will use the card, provided that the duties of purchasing and reconciliation are properly segregated. The practices outlined in the Purchasing Card APL Policy establish the minimum level of controls necessary for the proper use of purchasing cards, and should be incorporated in each university Manual. The universities are free to adopt additional controls to regulating purchasing cards in their respective environments.

The practices that apply to the issuing and policies and procedures that all are required to follow are available at www.maine.edu/pdf/VII-CPurchasingCards.pdf.

Rev.8/01/06

PAY RATES AND INCREASES

A classified University employee will be paid the hourly rate within the wage band set forth in the compensation schedule which applies to the type of position. Pay schedules are on a biweekly cycle.

Starting Rate - At the time of initial hiring, the employee will be paid at the starting rate of the wage band of the job for which he/she was hired.

Pay Rate Increases – The employee will be eligible to receive any across-the-board rate schedule increases or other pay increases approved by the Board of Trustees.

Dual Rates - Whenever an employee is continuously assigned for a period of at least one work week to perform the duties of another classification at a higher wage band, the employee will be compensated for the period of the assignment in accordance with applicable promotion policies. When the work week of the assignment contains a University holiday, the employee will be paid at the higher rate for all hours worked.

University presidents are also authorized to approve salary adjustments or non-base awards to University Supervisors and Confidential employees on an individual basis, within the following limitations:

1. The employee is paid at a wage rate within the merit range above the Start Step for the wage band for the classification.

2. The resulting base wage rate may not exceed the maximum rate for the classification.

3. The extraordinary adjustment or award is supported by considerations applicable to the individual employee such as the improvement of equitable wage relationships among employees or the recognition of exemplary performance.

4. The existing classification continues to describe accurately the duties being performed and promotion, demotion, transfer and/or reclassification to another title is not warranted.
Compensatory Time - Compensatory time may be accrued in accordance with the policies on: Overtime, Holidays, Administrative Holidays, and Administrative Leave. No employee shall be permitted to carry forward more than sixty 60 hours of compensatory time from one pay period to the next. If, at the end of any pay period, an employee has accumulated more than 60 hours of compensatory time, the University shall pay the employee for the accumulated hours in excess of 60 hours at the employee’s straight time rate of pay.

WORK SCHEDULE

Work schedules shall be determined by the University. The normal workweek for a full-time regular employee shall be a 40 hour week, not including unpaid meal periods.

Full-time regular employees, except those required to remain on the job for a consecutive 8 hour period, will be allowed two 15-minute rest periods (i.e., from the time an employee stops working until the time the employee 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 not to be scheduled immediately before or after the meal period or at the start or the end of the shift.

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 14 days advance notice of the schedule change. Such schedule changes shall be made only for bona fide program reasons. If a schedule change creates a substantial personal hardship for the affected employee, the University shall make reasonable accommodations. The University shall provide affected employees with at least 5 days’ notice of other changes in their normal work schedules.

Flexible work schedules or "flex-time" are schedules which offer employees a choice within certain limits to vary their arrival and departure times. This flexibility of hours at the beginning and end of an employee’s work day often surrounds a period of required presence referred to as "core time." Core time may vary due to University needs. The University supports the use of flexible schedules by employees when university administrators determine that flexible schedules may be in the best interest of the University.

Some employees are appointed to academic-year positions, which begin on September 1 and end on May 31 of each year. Unless these employees receive written notice to the contrary, they should assume that their positions are expected to continue from academic year to academic year. There is no such assurance of continuing appointment for academic-year employees with fixed length or temporary appointments.

OVERTIME

Overtime at the rate of time and one-half is credited for all hours actually worked in excess of 40 hours in any workweek. The University includes as hours actually worked in the computation of overtime for the forty-hour workweek, any hours granted by supervision and paid for under another pay policy but not worked. Overtime premium will be paid based on the weighted average of actual hours worked and the regular rates of pay.

The standard workweek is Sunday through Saturday. If an employee’s normal work schedule consists of eight 8 hours each day from Monday through Friday and for a particular week the employee’s schedule is as follows:

<table>
<thead>
<tr>
<th>Day</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>Off</td>
</tr>
<tr>
<td>Monday</td>
<td>Disability leave</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Annual leave</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Jury duty</td>
</tr>
<tr>
<td>Thursday</td>
<td>Military leave</td>
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<tr>
<td>Friday</td>
<td>Eight hours actually worked</td>
</tr>
<tr>
<td>Saturday</td>
<td>Eight hours actually worked</td>
</tr>
</tbody>
</table>
the employee would still receive eight hours at the rate of time and one-half for the work performed on Saturday.

Other examples of time credited for hours not actually worked which would be counted toward the computation of over-time include on-call duty, holidays, administrative holidays, and leave of absence with pay. Overtime pay for all hours in excess of forty hours per week, as currently computed under University policy, may be compensated either at the rate of time and one-half the hourly rate of pay for each hour worked, or by compensatory time using a formula of one and one half hours credit for each hour of overtime worked. The employee and supervisor shall mutually determine whether overtime pay or compensatory time shall be granted. Requests by the employee regarding this choice shall not be unreasonably denied.

**SHIFT DIFFERENTIAL**

In those jobs where shift differentials are applicable, a shift differential of 40 cents per hour will be paid for the entire shift if half or more than half of the normally scheduled shift hours fall within the hours of 5:00 p.m. and 8:00 a.m. The employee is paid these extra wages in excess of regular rate of pay to compensate for the inconvenience of working night-time hours.

Shift differentials are also used in the computation of those employee benefits which provide pay for time not worked. Examples include disability leave, military leave and on-call duty.

**POSITION VACANCIES**

When there is a vacancy for a position covered by this Handbook, internal applicants who meet the stated qualifications shall be interviewed before external applicants. Internal applicants include all regular employees at the campus where the vacancy exists.

**ON-CALL STATUS**

An employee may be placed on an on-call status. This means that a supervisor has required an employee to remain at home on a duty status prepared to return to work immediately if contacted. These hours will be paid for at the normal rate and will also be considered as hours worked for the computation of overtime pay. Such hours will be recognized only if the supervisor has requested the employee to be on call for a specified period of time.

**CALL-BACK PAY**

If an employee is called back without prior notice before or after his/her normal workday, or on any days which are not included in the employee’s regular work schedule, the employee will be paid at the time and one-half rate for those hours. Time will begin when the employee leaves to return to work and will end when the employee returns home provided that reasonable travel time is claimed.

A minimum of 3 hours at the premium rate will be paid to an employee regardless of the length of the work period. If the call back period overlaps the employee’s regular work period, the employee’s pay will revert to straight time at employee’s normal reporting time but the 3 hour guarantee shall prevail in this event. If a supervisor has requested an employee to be in an “on-call” status, the employee is not eligible for the time and one-half rate of pay if the employee is called back during the “on call” period.

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. Such coverage shall extend from the time the employee leaves home to respond to the call-back until the employee returns directly home following the end of
duty or duties for which the employee was called back. If the employee cannot return home because the regularly scheduled workday is beginning, this insurance shall be effective until the beginning of the regularly scheduled work day for that employee.

PAYROLL DIRECT DEPOSIT

University policy requires all employees to have their paycheck deposited directly to a bank or other financial institution through the use of electronic funds transfer. On-line self service may be used to maintain direct deposit information and to review information regarding paychecks and leave balances.
PART TWO: EMPLOYEE BENEFITS

LIFE INSURANCES

Basic Life Insurance

All full-time regular employees, including those with Benefits Regular status, are automatically provided term life insurance at no cost to themselves. Part-time employees who qualify as regular employees and work at least half-time also qualify for this insurance. This program excludes those who hold Federal appointments and participate in the Federal life plan. Coverage is equal to the employee’s annual salary rounded to the next higher $1,000.

The University pays the full cost of the premium. At the end of the fiscal or academic year in which the employee turns 65, this insurance is reduced to 65% of the former level of coverage.

Accidental Death and Dismemberment

In the event of accidental death, an employee’s beneficiary will receive an amount equal to one times the employee’s annual salary rounded to the nearest $1,000. In the case of dismemberment, a scheduled amount is payable.

Voluntary Accidental Death and Dismemberment Insurance (AD&D)

In addition employees can purchase additional optional AD&D coverage. Optional AD&D coverage may be purchased in increments of $10,000 to a maximum of $350,000, not to exceed 10 times the employee’s salary. The cost of this insurance is paid by the employee.

Please refer to the Summary of Benefits at [www.maine.edu/system/hr/bene.php](http://www.maine.edu/system/hr/bene.php) on the Human Resources/Benefits Page or contact the University Human Resources Office for more detailed information on this insurance.

Seat Belt Provision

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

There is additional coverage (up to $10,000) for employees enrolled in voluntary accidental death and dismemberment insurance (AD&D). The Seatbelt Provision is NOT applicable in the event of: suicide, death while committing or attempting to commit an assault or felony, or death while voluntarily using a controlled substance (unless prescribed by a physician).
Optional Term Life Insurance

Eligible employees may select optional life insurance coverage equal to 1, 2, 3, 4 or 5 times the amount of the employee’s annual salary. However, the contribution of basic and optional life insurance cannot exceed $500,000. The premium the employee pays is based on the amount of coverage the employee chooses and on the employee’s age. The University does not share in the cost of this program. If an employee chooses to purchase optional life insurance equal to 4 or 5 times the employee’s annual salary, or over $300,000, the employee will need proof of good health. The employee may select this option at the time of enrollment in the insurance program or add it at a later date by filing evidence of insurability.

Employees are also eligible to purchase additional group term life insurance for their spouse or eligible domestic partner, and dependent child(ren). The cost of these insurances is paid by the employee.

At the time the employee turns 65, this insurance is reduced to 65% of the former level of coverage. This coverage ceases completely at the time the employee turns 70.

Note: More detailed information on life insurance can be obtained in the separate booklet that describes this program and is available from the University Benefits Office.

GROUP HEALTH PLAN

Health Coverage

The University of Maine System offers to its employees a choice in medical plans that cover a range of services. Employees who wish to enroll choose the medical plan they want to subscribe to at the time of employment or during Open Enrollment. These health insurance plans are available to all full-time regular and eligible part-time regular employees, including those with "Benefits Regular" status.

The University will share the cost of coverage for both the employee and the employee’s dependents. The cost to the employee will depend on the employee’s employment status.

Health Plan Coverage for Retirees and Former Employees on Long-Term Disability

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

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

For retirees who retire on or after July 1, 2010 (and a former employee receiving LTD benefits), the retiree or former employee will pay a share of the premium for personal coverage based on years of completed continuous, full-time equivalent regular service prior to retirement (or disability):

- 10 years and less than 20 years: 15% of the premium
- 20 years and less than 30 years: 10% of the premium
- 30 years or more: 7% of the premium

The retiree or former employee receiving LTD benefits shall pay one-half of the cost for coverage of any eligible dependents. If the former employee receiving LTD benefits has less than 10 years of service, the premium will be the same as for those with 10 and less than 20 years of service.
For retirees who retire on or after April 1, 2008 (and former employees receiving LTD benefits), they will have a one-time election to cease coverage under the health plan and later elect to reenroll for coverage, provided reenrollment for coverage occurs no later than ninety (90) days after becoming eligible for Medicare and the retiree (or former employee receiving LTD benefits) documents continuous coverage for self and dependents during the period for which they were not covered in the UMS Group Health Plan.

**Medicare Complementary**

Group health coverage continues if an employee works beyond age 65. The University recommends that the employee enroll in Government Medicare A and B when it is first offered.

Until the employee retires, the University’s group health plan is primary (pays first) and the Government Medicare A and B is secondary.

**DISABILITY INSURANCE**

**Long-Term Disability**

A long-term disability plan is provided for all full-time regular University employees as of their date of hire and for benefits regular employees as of the date they attain BR status. This plan is available at no cost to the employee. The coverage provides a monthly income for the employee once total disability has been established for an extended period of time.

Long-term disability benefits commence after an employee is unable to work full or part time for 26 weeks due to disability, illness or injury. An employee receiving long-term disability (LTD) payments and who is able to work on a part-time basis shall be allowed to use accrued disability leave to supplement the difference between the LTD payments received and the employee’s regular salary.

The plan has a pre-existing condition clause. For more information on this program, the employee should contact the university Benefits Office or refer to the Summary of Benefits at [http://www.maine.edu/system/hr/benedisarates.php](http://www.maine.edu/system/hr/benedisarates.php).

**Short-Term Disability**

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

Benefits may be received from this plan in addition to any other disability benefits. A booklet providing more detail about this program is available from the University Human Resources Office or online at [http://www.maine.edu/system/hr/benedisarates.php](http://www.maine.edu/system/hr/benedisarates.php).

**WORKERS’ COMPENSATION**

Workers’ Compensation benefits are available for injuries which arise out of and in the course of employment with the University. This benefit is paid entirely by the University. For eligible claims, the employee will receive compensation payments and all medical bills will be paid in full.

If an employee sustains an injury on the job, the employee should immediately seek appropriate medical attention. The employee’s supervisor will provide assistance in securing this attention. For the employee’s own protection and to comply with the Workers’ Compensation Act, the employee must report the injury to the supervisor immediately.

While receiving Workers’ Compensation, an employee will continue to accrue annual leave and disability leave during the first 3 months of illness or injury. An employee who returns to work by the fifteenth day of the month after a Workers’ Compensation leave will accrue annual leave and disability leave for that month. Life insurance
and health coverage, long-term disability coverage, and retirement plan membership will continue until employment terminates.

If the employee is able and medically certified to return to work within 12 months, the employee may return to a comparable job. After 12 months from the date of injury, employment will cease.

Rev. 10/05

UNEMPLOYMENT COMPENSATION

The University assumes all costs of unemployment compensation which the State pays to the employee if the employee applies and qualifies for benefits. No deduction is made from the employee’s pay for unemployment compensation.

TRAVEL INSURANCE

The University provides accidental death and dismemberment travel insurance for full-time and part-time regular employees working a regularly scheduled 20 hours a week or more and traveling on University business. This insurance is in the amount of $100,000 for loss of life, with smaller amounts for disabilities.

ADVANTAGE/FLEXIBLE SPENDING ACCOUNTS

All employees who work at least half-time may enroll in a Health Care Advantage Account or Dependent Day Care Advantage Account. Advantage Accounts allow the employee to set aside money from his/her paycheck before taxes are withheld. The Advantage/Flexible Spending Accounts are designed to let participants pay for eligible expenses with before-tax dollars. Claims for eligible health care or dependent day care expenses are reimbursed on a bi-weekly schedule by the University’s flexible spending account administrator, CBA/EBPA. Reimbursements are tax-free.

There is an open enrollment period each year. New employees may enroll within 30 days of starting work. More information on the Advantage Accounts program is available from the university Benefits Office or the System Office of Human Resources. Information is also included in the Summary of Benefits for Classified Employees and University Supervisors. The Open Enrollment Form, Advantage Claim Forms and Reimbursement Schedule for this program are available online at www.maine.edu/system/hr/bene.php.

RETIREMENT

A. The University will provide for all full-time regular and part-time regular employees who meet the criteria established under the Voluntary Schedule Reduction policy (“benefits regular” status) the existing or equivalent retirement plans.

B. DEFINED BENEFIT PLAN

1. The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) was amended by the University of Maine System effective May 1998 and January 1, 2001, and shall conform to trustee determined appropriate Employee Retirement Income Security Act of 1974 (ERISA) standards. Plan participants are eligible employees who elected to continue participation in this program as of July 1, 1998.

Retirement benefits can be collected under the following conditions:
• Any qualifying employee can retire and begin collecting benefits at a reduced level as early as age 55,
• Full benefits are payable when an employee retires at or after age 65 and,
• Full benefits are available at age 62 for eligible employees with 25 years or more of service.

If an employee dies while employed by the University and prior to drawing a pension under the Retirement Plan for Classified Staff, the University provides for a payment to the employee’s beneficiary equal to $500 for each year of full-time regular University service completed. This benefit ends at the time of separation from the University or retirement.

A booklet describing this plan in more detail is available from the university Benefits Office and online at www.maine.edu/system/hr/bene.php.

2. a. The University agrees to provide for employees who are participants in the defined benefit plan a voluntary defined contribution retirement plan, in accordance with Section 403(b) of the Internal Revenue Code. The University shall contribute one percent (1%) of an employee’s base wages for each 1% (one percent) any employee contributes of his/her annual base wages, up to a maximum University contribution of four percent (4%). Participating employees shall make contributions in whole number percentages. TIAA-CREF or other approved vendor shall administer payroll deducted funds which shall be remitted by the University once monthly.

b. The plan shall be administered in compliance with applicable plan provisions and amendments, Internal Revenue Service, and TIAA-CREF and other approved vendor guidelines.

c. Employees covered under the defined contribution retirement plan shall be allowed to use the same approved Alternate Vendor options available to Faculty and Professional members in the retirement plan.

d. Employees upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.

C. DEFINED CONTRIBUTION

1. For newly hired employees, participation in the defined contribution retirement plan (The University of Maine System Basic Retirement Plan for Classified Employees) is mandatory during their employment with the University. Employees must contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution. Eligible employees who have completed five (5) years of service contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution.

2. In the beginning of the fifth year of employment, on or after July 1, 2006, the University will contribute six percent (6%) of a employee’s base wage with the employee contributing a minimum of one percent (1%) during their employment with the University thereafter. The University, in addition to this six percent (6%), will continue to match dollar for dollar up to a maximum of four percent (4%) an eligible employee’s contribution. Participating employees shall make contributions in whole number percentages. Basic Plan Providers shall administer payroll deducted funds which shall be remitted by the University once monthly.

3. Employees covered under the defined contribution retirement plan shall be allowed to use the same approved Alternate Vendor options available to Faculty and Professional members in the retirement plan.

4. For hourly employees hired January 1, 2010 and later, there is a four (4) year vesting period. Employees who leave university service prior to attaining the vesting service will have no right to employer contributions made during the vesting period.
5. Employees 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.

D. Employees may elect to purchase, at their own expense, tax-sheltered investments, subject to any limitations and conditions determined and established by the University, up to applicable Internal Revenue Service limits.

E. When eligible employees retire, group health plan participation will be in accordance with University retiree policy in effect at that time.

Optional Retirement Plan

This is strictly a voluntary program made available through TIAA-CREF that provides a way to save additional funds for retirement. All full-time regular and benefits regular employees in the University of Maine System Retirement Plan for Classified Staff (formerly the Non-contributory Retirement Plan) are eligible for this program. The employee is vested in the plan immediately, and the TIAA-CREF contracts are fully cashable at retirement.

Eligible plan participants may transfer up to 100% of the total of all contributions to the basic retirement plan to any of 4 alternate vendors: ING (formerly Aetna), Fidelity, T. Rowe Price and VALIC. The eligible amount includes both “old money” (already accumulated) and “new money” (future contributions). Such transfers and withdrawals are subject to TIAA-CREF restrictions; they may be made freely from CREF accounts, but from TIAA only over a 10-year period.

SOCIAL SECURITY

Participation in this program is mandatory for ALL University employees with the exception of those Cooperative Extension employees who were enrolled in a federal retirement program prior to January 1, 1984. Equal contributions are made by the employee and the University at levels established by federal legislation. The employee’s contribution is made through payroll deduction. Monthly payments under the Social Security program provide the employee and family with retirement, disability, and death benefits. Health benefits are provided at age 65 through enrollment in Medicare.

This benefit does not apply to those enrolled in the Maine State Retirement System unless they have been employed in jobs covered by the Social Security program.

TAX-SHELTERED ANNUITIES

All full-time and part-time regular employees are eligible to enter into voluntary agreements with authorized commercial insurance or investment companies to purchase tax-sheltered annuities. The maximum amount which any individual may tax shelter under a salary reduction agreement will vary from employee to employee and is subject to limitations imposed by the Internal Revenue Code. The amount an employee elects to tax-shelter will be applied to purchase an annuity from the company of the employee’s choice; however, the employee must choose one of the companies authorized by the University to underwrite tax-sheltered annuities. The employee will receive the benefits from this plan during the employee’s retirement years, at which time the benefits will be taxable income.

Deductions for Individual Retirement Accounts (IRA’s) or annuity accounts with a bank, insurance company, broker or credit union may also be made through the University’s payroll system.
DOMESTIC PARTNER BENEFITS

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

1. The partners are each at least 18 years of age and are mentally competent to contract.
2. The partners are not married to anyone.
3. The partners are not related by blood to a degree which would prohibit marriage in the State of Maine.
4. The partners are financially interdependent (evidence of financial interdependence will be required).
5. The partners reside together and have resided together for at least six (6) continuous months prior to the date of signing affidavit.
6. Misrepresentation of information in the affidavit will result in disciplinary action up to termination of employment and an obligation to repay benefits received.
7. The employee will notify the University within 31 days by completion of a form when a domestic partnership ends.
8. Eligibility for benefits shall extend to dependent children, as defined by the IRS, of an employee’s partner.

If further information is needed, contact the university Human Resources/Benefits Office.
ANNUAL LEAVE

Full-time regular employees working on a twelve-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>Hours Per Bi-Weekly Pay Period Accrual</th>
<th>Days/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through end of 4</td>
<td>3.7</td>
<td>12</td>
</tr>
<tr>
<td>5 through end of 8</td>
<td>4.62</td>
<td>15</td>
</tr>
<tr>
<td>9 through end of 12</td>
<td>5.54</td>
<td>18</td>
</tr>
<tr>
<td>13 through end of 16</td>
<td>6.47</td>
<td>21</td>
</tr>
<tr>
<td>17+</td>
<td>7.39</td>
<td>24</td>
</tr>
</tbody>
</table>

If the employee regularly works less than 12 months per year, or less than 40 hours per week, the employee’s annual leave earned will be pro-rated. The employee will accrue annual leave in the pay period in which the employee is initially employed if the employee works for half or more of the pay period.

Employees may carry forward up to 40 days of accrued annual leave from one calendar year to the next. The annual leave carry forward will be applied at the end of the pay period which includes December 31 of each year.

Such accumulation shall continue during pay periods in which the employee worked (with the approval of the University) a reduced number of hours, as long as the employee worked at least 20 hours per week and provided that such pay periods do not exceed 1/3 of the pay periods in the employee’s work year.

Part-time employees shall accumulate prorated annual leave on an hourly basis. For each 80 hours worked and compensated for, annual leave shall be accumulated in accordance with 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>3.7 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 and over</td>
<td>7.39 hours</td>
</tr>
</tbody>
</table>

Prorated annual leave shall be credited to part-time regular employees each bi-weekly pay period.

Part-time regular employees who meet the criteria shall have annual leave balances carried forward at the time of a work schedule reduction up to the maximum prorated amount of annual leave accumulation allowed.

Since many activities of the University must be maintained at all times, it may be necessary to stagger time off with the time off taken by other employee’s in an area of service. Accumulated annual leave may be taken subject to the employee’s supervisor. Employees may be assured that a reasonable effort will be made to permit employees to select their own annual leave period. Annual leave taken will be recorded in ½ hour intervals. Less than ½ hour annual leave taken will be recorded as ½ hour.

Employees will not accrue annual leave during an unpaid leave of absence, layoff, or long-term disability. Annual leave will not accrue after the employee is on Workers’ Compensation for 3 months. If the employee leaves University employment on or before the middle of a pay period, the employee will not accrue annual leave for that pay period.

The University will record annual leave earned, used, and accumulated and will supply employees with this information biweekly.
HOLIDAYS

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

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

Holidays are observed on the dates designated by the University. Employees who are regularly scheduled to work on a day designated as a holiday will receive holiday pay at the employee’s basic hourly rate times the number of hours the employee is regularly scheduled to work on that day. Holiday pay is in lieu of other paid leave to which the employee might otherwise be entitled on the holiday.

It may be necessary for certain employees to work on these holidays. If required by the University to work on a holiday, the employee 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, except that on family holidays (Memorial Day, New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day) the employee will be paid the premium rate of one and one half times the basic hourly rate for each hour worked in addition to the employee’s holiday pay.

If an employee has worked on a holiday, the employee 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 hours off for each hour of holiday worked for family holidays, or one hour off for each hour worked on other holidays.

The employee will not receive holiday pay if the employee is on unpaid leave of absence, layoff, Workers’ Compensation or if an employee takes an unauthorized leave the workday before or the workday after the holiday(s).

When a holiday falls on a day on which the employee is not regularly scheduled to work, the employee will receive holiday pay for the day for the number of hours equal to the length of the employee’s average regularly scheduled workday at the regular straight time rate. The length of the average regularly scheduled workday shall be computed by dividing the number of hours in the employee’s regularly scheduled workweek by 5. Holiday pay paid to an employee for hours the employee is not regularly scheduled to work shall not be counted in the computation of overtime. The University may choose to grant equivalent time off in lieu of such payment.

ADMINISTRATIVE HOLIDAYS & ADMINISTRATIVE LEAVES

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

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

It may be necessary for certain employees to work on these administrative holidays or during administrative leave. Employees will receive administrative holiday or leave pay at the straight time rates for those hours the employee is normally scheduled to work, not to exceed the designated length of the administrative holiday or leave. If during the administrative holiday or leave period an employee is excused from normally scheduled work
on leave with pay under another policy, except Workers’ Compensation, administrative or holiday leave will be
applied in lieu of such other leave.

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

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

**DISABILITY LEAVE**

Disability leave is intended to protect an employee’s family against loss of income in the event of the employee’s
inability to work due to illness or temporary disability (including disability resulting from pregnancy and childbirth).
It is important that all absences because of personal illness be promptly reported to the employee’s immediate
supervisor. If an employee is absent from work on disability leave, the employee may be required to present
proof of illness.

Time off for routine appointments for health maintenance care with a physician or dentist will be charged to
accumulated disability leave with the prior approval of the employee’s supervisor if it is not possible for the
employee to schedule the appointment on the employee’s own time.

Full-time regular employees will accumulate 4.62 hours of disability leave for each bi-weekly pay period of
continuous service or major portion thereof. Such accumulation shall continue during pay periods in which, with
the approval of the University, the employee works a reduced number of hours, as long as the employee works at
least 20 hours per week and provided that such pay periods do not exceed 1/3 of the pay periods in the
employee’s work year. If the employee is regularly scheduled to work less than 12 months per year or less than
40 hours per week, the employee’s disability time earned will be prorated.

A part-time regular employee will accumulate 4.62 hours of disability leave for each 80 hours worked and for
which compensation is paid. Prorated disability leave based on this formula shall be credited each bi-weekly pay
period.

A full-time regular employee may accumulate a maximum of 1,440 hours of disability leave. The maximum
accumulation for employees working less than 40 hours per week will be prorated.

For those who work 0-9 hours per week, the maximum is 331 hours.
For those who work 10-19 hours per week, the maximum is 691 hours.
For those who work 20-29 hours per week, the maximum is 1,051 hours.
For those who work 30-39 hours per week, the maximum is 1,411 hours

Employee compensation for disability leave used will be computed on the basis of hours scheduled to work times
the employee’s hourly rate of pay. A record of disability leave accumulated and taken will be maintained by the
University bi-weekly and will be available for the employee’s inspection. Disability leave taken will be recorded in
½ hour intervals. Less than ½ hour of disability leave will be recorded as ½ hour.

In the event that the employee’s application for long-term disability is approved, any disability leave that the
employee used while the application was being processed will be restored if the employee returns to work.

The employee may be allowed to use earned accumulated annual leave if he/she is still unable to return to his/her
position or a comparable job after the employee’s accrued disability leave is depleted.
Unpaid Disability Leave

A full-time regular employee may be granted up to 6 months of additional unpaid leave if the employee is still physically unable to return to his/her position or a comparable job after having used his/her accumulated disability leave. The employee will retain his/her seniority. The employee’s group health and life insurance coverage will be retained provided that the employee continues to pay any share of the premiums for which the employee is responsible. The employee will not accumulate disability leave or annual leave during this period, or be eligible for tuition waiver. (See Long-Term Disability section)

If the employee has not recovered from illness after 6 months of additional leave and is not eligible for long-term disability benefits, extended leave without pay may be granted, not to exceed 12 months of total disability leave. The employee may continue health and life coverage by paying both the employee’s and the University’s premium. In no case will employment continue after 12 consecutive months of absence due to illness.

Group health and life insurance coverage will cease at the end of the month in which employment ceases, unless at that time the employee is receiving long-term disability benefits.

During unpaid disability leave, depending on the plan selected, the employee will be retained in either the University of Maine System Retirement Plan for Classified (formerly the Non-contributory Retirement Plan for Classified Staff) or the University of Maine System Defined Contribution Basic Retirement Plan for Classified Employees, and the employee’s years of service will be counted.

Both the additional and the extended leave periods for personal illness are subject to the approval of the University. Requests for such disability leave must be accompanied by a physician’s statement. This statement must be validated every 60 days if the leave is to be continued.

If the employee is placed on leave without pay for reasons of personal illness, the employee may apply through the supervisor for an advance of disability leave. If this leave is granted, the employee must repay the amount advanced on a monthly basis at the rate of one-half of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance must be repaid in the event of an employee’s termination.

During the waiting period of 7 days for Workers’ Compensation, disability leave will be used. If the time lost due to Workers’ Compensation injury or illness is more than 14 calendar days, the first 7 days will be restored to the employee’s disability leave credit. If it has been determined that the employee has a Workers’ Compensation injury or illness, annual leave and disability leave will continue to accrue only during the first 3 months of illness or injury. If the employee’s Workers’ Compensation injury or illness exceeds 3 months, the employee will start to accrue disability leave again when he/she returns to work. Disability leave accrual will resume in the pay period of his/her return to work if the employee returns on or before the middle of the pay period. An employee may use accrued disability leave to supplement Workers’ Compensation benefits in order to receive full pay.

The employee will not accumulate disability leave while on an unpaid leave of absence, layoff, long-term disability or after the employee has been on Workers’ Compensation for three months.

Disability Leave for Family Emergencies and Illnesses

In the event of serious illness or death in an employee’s immediate family or household, the employee may use accumulated disability leave up to a maximum of one-half (½) of the total disability days accumulated in addition to bereavement leave, if eligible. The employee may also use accumulated annual leave or, if eligible, unpaid personal leave.

For the purpose of this section, “immediate family” is defined as spouse, children, parents, grandparents, grandchildren, sisters, brothers, stepchildren, stepparents, half brothers, half sisters, daughters-in-law, sons-in-law, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, and significant others 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 case of death, to attend to related details.
With prior supervisory approval the employee’s disability leave may also be used for routine health maintenance appointments with a physician or dentist for the employee’s child, parent, or spouse when that person is unable to transport him/herself or must be accompanied for medical reasons. The employee is responsible for scheduling appointments or making other arrangements to minimize the impact on the work schedule.

REQUESTING FAMILY OR MEDICAL LEAVE

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

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

The law defines a serious health condition as one involving hospitalization or other institutionalization or continuing treatment by a health care provider. The immediate family includes spouse, child (under 18, or incapable of self-care if over 18; step and foster children and other legal wards are included) or parent (including a person who has acted as a parent, such as a grandparent).

When the leave is for a serious health condition, the leave may be taken intermittently or in the form of reduced hours, if that is medically necessary. When the leave is for birth or adoption, the University does not have to approve intermittent leave or reduced hours. If intermittent leave or reduced hours are taken, the employee may be transferred to a different position with equivalent pay and benefits which will better accommodate the leave.

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

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

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

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

When a leave can be foreseen or planned (as in the case of childbirth or scheduled surgery), employees must provide at least 30 days notice. The University may delay the leave if such notice is not given. In medical emergencies the 30-day notice is not required, but an employee should request the leave as early as possible. The law requires employees to make a reasonable effort to schedule leave so as not to unduly disrupt University operations.
Employees may be required to provide evidence of birth, adoption, or foster care placement. The University may also require employees to provide certification of the medical necessity of the FMLA leave and may require (and pay for) a second opinion. Completed certification forms are treated as confidential medical records.

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

A Request for Family or Medical Leave form is available at the university Human Resources office or at www.maine.edu/system/hr/bene.php. This form, which requires the supervisor's signature, must be completed in order to request unpaid or paid leave for a reason covered by the law. The University may designate a leave as Family or Medical Leave whether or not a specific request has been made, so long as the leave is for reasons covered by the law. Any use of disability leave for two weeks or more requires completion of the FMLA Request Form.

Note: Any questions regarding the Family and Medical Leave Act and University policy relative to leaves should be directed to the university Human Resources Office.

BEREAVEMENT LEAVE

Employees will be granted a maximum of five (5) paid work days leave in the event of a death in their immediate family or household. For the purpose of this paragraph only, if additional time away from work is needed, an employee may use accumulated sick leave up to a maximum of one-half (1/2) of the total sick time accumulated.

For the purpose of this Article "immediate family" is defined as spouse, significant other, children (or person for whom the employee acted as a parent), parents (or person who acted as the employee’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.

Employees will be granted paid funeral leave by the appropriate supervisor, to a maximum of one (1) workday to permit an employee's attendance at the funeral of any of the employee's aunts, uncles, nieces or nephews. Up to an additional two (2) days of paid funeral leave may be granted by the appropriate supervisor if extended travel is required in order to attend the funeral. The employee may supplement funeral leave with accrued annual leave or compensatory time with supervisory approval.

JURY DUTY LEAVE

If an employee is called to serve as a juror, the employee will be granted a leave of absence. The employee will receive his/her normal University pay for the first 10 working days of jury duty. If it becomes necessary for an employee to serve more than 10 working days of jury duty, the University will pay the difference between the employee’s jury duty pay, exclusive of travel, and his/her normal University pay.

WITNESS LEAVE

If an employee is subpoenaed as a witness in a legal proceeding, the employee may be granted a leave of absence. The University will pay the employee the difference between the witness pay, exclusive of travel, and the employee’s normal University pay for the period of such leave, with the following exceptions; the employee will receive no University pay for time spent as a witness in his/her personal litigation or if the employee is called by a party other than the University, in a case that involves the University.
MILITARY LEAVE

All employees who are members of the National Guard or who are military reservists will be given leave without loss of pay for not more than 17 days per year when engaged in training, if authorized by the Governor or under the provisions of the National Defense Act.

University employees who are Military Reservists and who are called to active duty have rights to reemployment, continuation of benefits, and seniority under University policies and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is called to active duty for more than 17 days must give notice to the employer and be granted a leave of absence for the period of active service. If the active service is for less than 31 days, University health and dental coverage will continue at the same employee contribution rate.

Employees called to active service take leave without pay under existing policies. An employee may use accrued annual leave to continue pay during the leave. The employee may continue health benefits under University leave policies.

When an employee returns to employment, s/he may be entitled to pension contributions for the period of active service.

PERSONAL LEAVE

A regular employee is eligible for a leave of absence without pay. Periods of absence up to 3 workdays per fiscal year may be granted. A written request must be submitted to the employee’s supervisor and his/her approval granted prior to the leave. Requests by the employee for this leave will not be unreasonably denied. The requirement of a written request may be waived in the case of an unforeseen emergency.

The employee may be granted additional unpaid, extended, personal leave for personal reasons other than personal illness. This additional unpaid leave must be requested in writing and approved in advance by the University. The maximum period of consecutive unpaid personal leave shall be 12 months. Although every attempt will be made to permit such leaves when warranted, institutional considerations will be given appropriate weight. To maintain group benefit coverage during an extended personal leave, the employee must pay the full premium, except if the leave is granted for the purpose of participating in an educational program related to the employee’s current position. In that case, the University will contribute its share of premiums. The employee may choose to cancel his/her coverage during the leave period. Coverage may be reinstated provided the employee enrolls within 31 days of his/her return to work from leave. If the employee does not enroll within 31 days of the return from leave, the next opportunity to enroll would be with a qualifying status change, or during the next open enrollment.

Membership will be maintained in either the University of Maine System Retirement Plan for Classified Staff (formerly the Non-contributory Retirement Classified Retirement Plan) or Basic Retirement Plan for Hourly Employees (TIAA/CREF) during this period. Although the employee receives no wages during the time that can count toward the employee’s highest ten years of earnings, the employee’s time on unpaid leave is counted as University service toward the 30-year cap in the formula.

Since this is an unpaid leave, the employee will not accumulate disability leave or annual leave, or be eligible for holidays, disability benefits or tuition waiver except as described in the section of this Handbook captioned Educational Opportunity.

If a leave is 6 weeks or less, the University guarantees a return to the original position. If a leave extends beyond 6 weeks, the University guarantees a return to a comparable job unless other arrangements are made in writing at the time of approval of the leave. In either case there will be no loss of seniority or appropriate benefits.
If an employee is granted a leave without pay for educational purposes for 120 days or less, the University guarantees a return to the employee’s original position. A leave for educational purposes may be to attend an academic or training program or to participate in another educational opportunity valuable to the individual and the University.

EDUCATIONAL OPPORTUNITY

The University encourages employees to take advantage of the wide variety of courses available. To relieve the financial burden associated with course enrollment, a tuition waiver program applicable to credit courses and certain designated non-credit courses is available to all regular employees.

TUITION WAIVER

The University maintains a tuition waiver program for eligible employees and their eligible dependents. For the purpose of this program, the term “dependent” means the employee’s 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 employees. When space is available, employees may enroll in a course(s) on a tuition waiver basis. The program is subject to the following requirements:

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

B. Employees and dependents must meet any course prerequisites.

C. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment. Employees shall not be charged separately identified admission, student health or student activity fees for courses taken under this program.

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

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

F. Participation in the tuition waiver program by employees and dependents will be as follows:

1. Full-Time Regular Employee Tuition Waiver:
   Employees may take courses not to exceed a total of eight (8) credit hours per semester and in the summer.

2. Part-Time Regular Employee Tuition Waiver:
   Employees may take courses not to exceed four (4) credit hours per semester and in the summer.

3. Dependents of Full-Time Regular Employees:
   Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System shall be eligible for a tuition waiver of 50%.
4. Dependents of Part-Time Regular Employees:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.

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

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

G. In no event shall a tuition waiver exceed 50% tuition for a dependent of a full-time regular employee or 25% tuition waiver for the dependent of a part-time regular employee. Employee and dependent waivers cannot be additive.

H. Requests by an employee 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 employee to make up time which was missed from work unless the employee is approved to take a leave without pay or annual leave for this purpose.

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

J. Any employee or dependent who receives a scholarship or work study funds from any source shall have the tuition waiver applied first and then the amount of the scholarship and/or work study funds.

K. When an employee 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 employee who is enrolled full-time or is a part-time matriculated student participating in a tuition waiver program at the time of the employee’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 in which the student is matriculated.

L. When an employee is called to active military duty, his / her dependents shall be eligible to participate in the tuition waiver program described above.

M. The dependent children of employees who retire and who have 20 years of University service shall be eligible to participate in the tuition waiver programs as described throughout above.

N. For two years following the effective date of layoff, an employee who has been laid off shall be eligible for the employee tuition waiver benefit described above.

O. The value of tuition waiver may be taxable income in some situations, in accordance with the rules and regulations of the Internal Revenue Service.
UNIVERSITY SUPERVISORS/CONFIDENTIAL EMPLOYEES ADVISORY COUNCIL

The University Supervisors/Confidential Employees Advisory Council (USCEAC) represents the University Supervisors and Confidential Employees in the University of Maine System and serves in an advisory capacity to the Chancellor. The Council exists for the purpose of providing advice to designated representatives of the University of Maine System regarding employee relations policies, compensation, and working conditions, and providing a forum for discussion and dissemination of information relating to University employment.

Each university, as well as System-wide Services, has at least one representative on the Council. For more information, the employee should contact the university Human Resources Office for the name of his/her representative.

University of Maine System
Office of Human Resources
March 2008
University of Maine System
Non-Represented Employee Grievance
Step 1

Instructions: Complete this form and deliver it to your Department Director (or Dean or next level appropriate administrator). Please be specific and concise.

To: ________________________________
From: ________________________________
Date: _______________________

I am filing a grievance in accordance with the Grievance Procedure for Non-Represented.

1. Name of grievant(s) (if more than one grievant, list all and specify one to whom all correspondence will be sent):  -------------------------------

2. Name(s) of individuals whose action or decision is being grieved:  -------------------------------

3. Specify date, time, place, and other relevant circumstances surrounding the alleged violation:

4. Name(s) and contact information for witnesses if any:

5. University policy or procedure that has allegedly been violated:

Attach a separate sheet giving a clear statement of the grievance, including any applicable policies, procedures, or rules. Briefly describe actions previously taken to resolve this grievance.

Signature: ________________________________

Copy to: Campus Grievance File
        Grievant

OHR 8/05
University of Maine System  
Non Represented Employee Grievance Appeal

Check one:  Step 2 ____ or Step 3 ___

Instructions: Complete this form and deliver it to your Vice President/Senior Staff member (if filed at Step 2) or President/Chancellor (if filed at Step 3). Please be specific and concise. Attach original grievance and all responses and appeals filed on this matter.

To: ______________________________
From: ______________________________
Date: ________________________

Date of receipt of (check one) Step 1 ___ or Step 2 ___ response: _________________________

I am appealing the (check one) Step 1 ___ or Step 2 ___ response to the attached grievance for the following reasons (state specific reasons for the appeal, attach additional sheets if necessary):

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

Signature: ________________________________

Copy to: Campus Grievance File
Grievant

OHR 8/05