AVAILABILITY OF ALTERNATE FORMAT

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

THE OFFICE OF HUMAN RESOURCES
University of Maine System
107 Maine Avenue
Bangor, ME 04401-4380
(207) 973-3370 (Voice)
(207) 973-3300 (TDD)
NON-DISCRIMINATION NOTICE

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

Questions and complaints about discrimination in any area of the University should be directed to the University Equal Opportunity Director or to the Equal Opportunity Director for the University of Maine System, currently Sally Dobres, who can be reached at 107 Maine Avenue, Bangor, ME 04401 (207) 621-3199 (voice) or (207) 973-3300 (TDD).

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

Inquiries about the University’s compliance with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin, Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), Boston, MA 02109-04557, telephone (617) 223-9662 (voice) or (617) 223-9695 (TTY/TDD). Generally, an individual may also file a complaint with OCR within 180 days of alleged discrimination.

University of Maine System
Office of Human Resources
Revised October 2001
UNIVERSITY HUMAN RESOURCES/PERSONNEL OFFICES

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

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

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

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

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

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

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

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

Availability of Alternate Format
Non-Discrimination Notice
University Human Resources/Personnel Offices
Table of Contents
Employee Benefits
Introduction

PART ONE: PERSONNEL POLICIES

Employee Definitions
Equal Opportunity Policy
Sexual Harassment

ACCESSIBILITY: The UMS Commitment to People with Disabilities

Substance Abuse
Smoking in the Workplace
Personnel Actions
Probationary Periods
Performance Evaluation
Seniority
Promotion
Employee Transfer
Demotion
Reclassification
Voluntary Schedule Reduction
Resignation
Layoff
Temporary or Seasonal Layoffs
Disciplinary Action
Grievance Procedure
Conflict of Interest
Political Activity
Motor Vehicle Use & Regulations
Pay Rates and Increases
Compensatory Time
Work Schedule
Overtime
Shift Differential
Position Vacancies
On-Call Status
Call-Back Pay
Payroll Direct Deposit
Personnel Records
PART TWO: EMPLOYEE BENEFITS

Basic Life Insurance

Accidental Death and Dismemberment

Voluntary Accidental Death and Dismemberment Insurance (AD&D)

Seat Belt Provision

Supplemental Term Life Insurance

Group Health Plan

Continuation of Coverage
Health Plan Coverage for Retirees and Former Employees on LTD

Medicare Complementary Insurance
Long-Term Disability

Short-term Disability

Workers’ Compensation
Unemployment Compensation
Travel Insurance

Advantage Accounts
Basic Retirement Plan for Classified Employees (TIAA/CREF)

The University of Maine System Retirement Plan for Classified Employees (formerly the Non-Contributory Retirement Plan)

Optional Retirement Savings Plan

Social Security

Tax Sheltered Annuities
Savings Plans
State of Maine Benefits
Domestic Partner Benefits

Annual Leave

Holidays

Administrative Holidays and Administrative Leaves

Disability Leave

Unpaid Disability Leave.

Disability Leave for Family Emergency
Family Or Medical Leave
Bereavement Leave
Jury Duty Leave
Witness Leave
Military Leave
Personal Leave
Educational Opportunity
University Supervisors/Confidential Employees
    Advisory Council

Appendix I: Grievance Form for Non-Represented Employees

Subject Index

University of Maine System
Office of Human Resources
Revised October, 2001
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 your employer, your work environment and your relationship to the University. Your supervisor or your human resources officer 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. Consult your 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 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 you are 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 on the worldwide web at www.maine.edu on the University of Maine System homepage. If you have any questions or need more information about any of these policies, please contact your University Human Resources/Personnel Office.
PART ONE: PERSONNEL POLICIES

EMPLOYEE DEFINITIONS

If you have been 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, you are 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 employee benefits and policies are applicable to you based on your job status. Your 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** - You are a regular employee if you are 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 you fill would be in effect in a department or program.

2. **Temporary** - You are a temporary classified employee if you do 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 and, if working twenty hours or more, travel insurance and Advantage Accounts. Temporary employees will not receive any pay adjustments except cost-of-living as approved by the Board of Trustees.

3. **Full-time** - You are a full-time employee when your regularly scheduled workweek is 40 hours.

4. **Part-time** - You are a part-time employee when your normal workweek is less than 40 hours. If your normal workweek is less than 40 hours and you have the equivalent of five years of continuous full-time regular service, your 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, national origin or citizenship status, age, disability, or veterans status in employment, education, and all other areas of the University System. The University provides reasonable accommodations to qualified individuals with disabilities upon request._

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

Procedures:

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

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

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

The University’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:

University presidents are directed to take appropriate steps to distribute this policy statement, to educate the University community to recognize and assertively confront sexual harassment, and to inform students and employees of procedures for raising complaints.
ACCESSIBILITY: The University of Maine System’s Commitment to People with Disabilities

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

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

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

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

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

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

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

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

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

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

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. The policy of the University of Maine System is 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.

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

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

PERSONNEL ACTIONS

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

PROBATIONARY PERIODS

As a new, regular employee, you will be paid at a starting rate, and are subject to an initial six-month probationary period of observable performance. This is a time for you to evaluate your position and a time for your supervisor to evaluate your work. If any problems concerning your employment arise during this probationary period, they should be discussed and resolved during the first six months.

The day after successful completion of your initial probationary period becomes your annual review date. Another probationary period will begin when you move to another job in the University. (See Promotion, Transfer, Reclassification or Demotion Policy). Your performance during any probationary period will be evaluated within six months. You must successfully complete the probationary period for the position for which you were 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 EVALUATION

University Board of Trustee policy requires an annual evaluation of employees by their supervisors. These evaluations are used for judging probationary performance as well as in consideration for promotions, transfers, demotions, dismissal, or other administrative actions. The individual evaluating your work will discuss with you the results of your evaluation.

This performance evaluation program will provide you with an increased awareness of your present performance and what is expected of you. You will be able to judge where your work is worthy of praise and recognition and where your work is in need of improvement.

Both the supervisor and the employee have the opportunity to sign the evaluation form. Your signature does not necessarily mean that you agree with the evaluation, but that you have seen it. A copy of your performance evaluation will be given to you. Another copy will be placed in your university personnel file.
SENIORITY

Your 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 your continuous regular employment. Seniority starts when pay as a regular employee starts, regardless of the time of the job offer and acceptance of employment.

Your seniority will continue if any of the following occur:

1. Layoff because of a reduction in force, if you are recalled within 24 months of the date of layoff (see Layoff policy).
2. Any authorized paid or unpaid leave of absence.
3. Military service, if you return to work within 3 months after discharge or release.

Your seniority shall be discontinued when you become separated either voluntarily or involuntarily from the University.

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 employees in promotion decisions.

If you are promoted to any other classification while you are in your first six months of employment, you will be placed in the start step of the new wage band.

1. If you are promoted to a position in the Supervisory or Confidential group after completion of your first six months of employment, you will receive at least a five percent increase. In addition, you may receive an additional increase based on the University's assessment of your qualifications, not to exceed an additional five percent or the maximum rate for the new wage band. However, in no event will your rate be lower than the A-I Step in the new band.

2. If you receive a promotion after completion of your first six months of employment to a position assigned to a wage schedule with steps, you will be placed in the lowest step of the new wage band other than the start step which gives you at least a five percent increase over your old rate.

3. If you are promoted during your original probationary period, you 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 your annual review date.

4. If you are promoted after having completed your original probationary period, you will begin a new six month probationary period at the end of which your job performance will be evaluated. Your annual review date will be the effective date of your promotion.

If you are promoted to a job at your present university or at another university your 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.

Your university seniority begins when pay starts at the new university. Benefits related to your pay will be adjusted according to your 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. In the case of employee transfer the former employing institution or unit is responsible for any accumulated unused vacation and holidays. The new institution or unit is responsible for accumulated unused sick leave.

If you are transferred to another job at your present university or at another university, your accumulated disability leave and annual leave will not be affected. 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 you desire to transfer to another university, you should contact your Human Resources/Personnel Office for assistance. Upon acceptance of a transfer, you will begin a new six-month probationary period at the end of which your performance will be evaluated.

2. Transfer to a different position.

You are eligible to request a transfer after you have completed six months of continuous service in your current position. You 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 you be transferred, i.e. moved to a vacant job in the same or different classification in the same wage band, you would continue your current rate of pay in the new position. If you transfer to a wage schedule with steps, your new rate of pay will be the step nearest your 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 physical limitations, safety, health and/or inadequate skills are considered to be non-disciplinary in nature. Demotion may also be initiated by supervision for disciplinary reasons.

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

If you are demoted after completing the first six months of employment, your 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, your annual review date will be the effective date of the demotion.

If you are demoted to a Supervisory or Confidential job classification, your rate will be determined by the University based on an assessment of your qualifications. This rate will not be below the start step for the lower wage band. It will not be above your 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 you are demoted to a position assigned to a wage schedule with steps for non-disciplinary reasons, you will be placed in the step in the wage band applicable to the lower rated job which you would have obtained if you had not been employed in the higher classification.

If you are demoted to a position assigned to a wage schedule with steps for disciplinary reasons, your step in the lower wage band will be determined as follows: The percentage difference in the wage bands will be calculated by dividing the rate for the start step in the lower wage band by the rate for the start step in the higher wage band. Your wage rate in the higher wage band will be multiplied by this percentage, and your new wage rate will be the step in the lower wage band which is nearest this amount.

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

Your 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.

Your university seniority begins when pay starts at the new university. Your benefits related to pay would be adjusted according to your new wage rate.
RECLASSIFICATION

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 evaluation 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.

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. 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.

VOLUNTARY SCHEDULE REDUCTION

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

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

Leave Accruals: In accordance with policies for part-time regular employees, annual leave and disability leave shall accrue based on the reduced schedule. Leave used shall be prorated. For example, if an employee’s reduced schedule is 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, may be paid for the amount of annual leave which may not be carried forward.

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

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

**Retirement:** For 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 would be based on their years of highest salary, not their final salary.

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

**Other Benefits:** Employees with a reduced schedule will continue to be eligible for supplemental life insurance, tax deferred annuities, short-term disability, and advantage accounts.

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

**RESIGNATION**

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

If you are eligible for annual leave, you will be paid for the unused annual leave that you have accumulated.

**LAYOFF**

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 you are employed at the time of notice of layoff.

Employees with less than 5 years of continuous University service will be given at least 2 weeks notice. Employees with at least 5 but less than 10 years of continuous University service will be given 3 months notice of layoff. Employees with 10 or more years of service will be given 6 months notice, and the following additional months of severance pay after active employment ceases based on their length of service: 10 to 12 years - 1 month; 13 to 15 years - 2 months; 16 to 18 years - 3 months; 19 to 21 years - 4 months; 22 to 24 - 5 months; 25 years or over - 6 months. This severance pay will be paid in bi-weekly installments which shall not be subject to
any increases in pay rates. In lieu of notice, the University may provide the equivalent in pay (3 or 6 months) in
the following manner: one-half in a lump sum at the time of layoff and the remainder in bi-weekly installments.
Such pay in lieu of notice would be in addition to severance pay for employees with 10 or more years of service.
If you are re-employed while you are receiving pay in lieu of notice or severance pay, the pay in lieu of notice and
severance pay will be reduced by the amount of wages paid.

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 paragraph.

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

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

You may also be able to continue your group health coverage under the University's plan at your own expense for
a longer period of time. This continuation coverage is part of Public Law 99-272, Title X (COBRA). Consult your
Comprehensive Group Health Plan booklet for more details.

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 your layoff will be counted in determining your 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 your
responsibility to keep the University advised of your current address. If the specific position you held prior to
layoff is reopened within the 2 year period, you will be offered the position. If you turn down that position, only
then will it be posted. If a position opens in the classification you held prior to layoff at the same university and it
is a position covered by this handbook, upon application you shall be offered the position if qualified. If a job
opening in a position covered by this handbook occurs during the recall period, and you apply, you shall be
offered the position unless the University can demonstrate that the selected candidate is better qualified for the
position.

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

You 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.
DISCIPLINARY ACTION

Any employee whose behavior or job performance is unacceptable may be disciplined by such actions as oral reprimand, written reprimand, demotion, suspension or dismissal. 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.

UNIVERSITY OF MAINE SYSTEM
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:

- Review both sides of the grievance and investigate as needed in order to make findings of fact;
- Attempt to mediate the dispute if possible; and
- 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.
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 Employees.

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
CONFLICT OF INTEREST

The Board of Trustee policy statement on conflict of interest is as follows, if you have any questions regarding the policy or procedures, you should contact your Human Resources/Personnel Office at your University.

Declaration of 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 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 result 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 Service.

MOTOR VEHICLE USE & REGULATIONS

A. Acquisition and Use of University Vehicles

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

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

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

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

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

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

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

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

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

5. No one under 18 years of age is permitted to drive a University vehicle. Drivers under the age of 21 are not permitted to drive vehicles which are transporting 7 or more passengers including the driver, unless the driver has at least two years of driving experience without a moving violation or an at-fault accident, to be verified by the Campus Vehicle Administrator, either locally or through the System Insurance Office.

6. No vehicle with University (300-) plates may be kept overnight at the home of a University employee or student, even when an early-morning trip is planned.

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

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

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

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

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

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

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

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

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

**PAY RATES AND INCREASES**

As a classified University employee, you will be paid the hourly rate within the wage band set forth in the compensation schedule which applies to your type of position. You will receive your pay on a biweekly cycle.

**Starting Rate** - At the time of your initial hiring, you will be paid at the starting rate of the wage band of the job for which you were hired.

**Pay Rate Increases** - You 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 you are continuously assigned for a period of at least one work week to perform the duties of another classification at a higher wage band, you 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, you 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 A-I 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 are 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 full-time regular employees 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 five 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. If you are being paid at two or more rates, the rate will be determined by which position/rate that required the overtime.

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

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
</tr>
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<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>
</tr>
<tr>
<td>Friday</td>
<td>Eight hours actually worked</td>
</tr>
<tr>
<td>Saturday</td>
<td>Eight hours actually worked</td>
</tr>
</tbody>
</table>

you would still receive eight hours at the rate of time and one-half for the work you performed on Saturday.

Other examples of time credited for hours not actually worked which would be counted toward the computation of overtime 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 20 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. You are paid these extra wages in excess of your regular rate of pay to compensate you 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**

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

**CALL-BACK PAY**

If you are called back from your home without prior notice before or after your normal workday, or on any days which are not included in your regular work schedule, you will be paid at the time and one-half rate for those hours. Time will begin when you leave your home and will end when you return to your home provided that reasonable travel time is claimed.

A minimum of 3 hours at the premium rate will be paid to you regardless of the length of the work period. If the call back period overlaps your regular work period, your pay will revert to straight time at your normal reporting time but the 3 hour guarantee shall prevail in this event. If your supervisor has requested you to be in an "on call" status, you are not eligible for the time and one-half rate of pay if you are 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 callback. 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**

All employees can have their paycheck sent directly to a bank or other financial institution through the use of electronic funds transfer. A paycheck stub is printed and sent to each participating employee through normal check distribution channels.
PERSONNEL RECORDS

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 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.

All non-represented staff members have access to the contents of their entire official personnel files. Each staff member should periodically review and update his or her official personnel file.
PART TWO: EMPLOYEE BENEFITS

LIFE INSURANCES

Basic Life Insurance

All full-time regular employees are automatically provided term life insurance at no cost to themselves. Part-time employees who qualify as regular employees and work at least three-quarters time, 30-39 hours per week who are not called full-time, and employees who work at least half-time and have two years of continuous University service 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.

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

Accidental Death and Dismemberment

In the event of accidental death, your beneficiary will receive an amount equal to one times your annual salary rounded to the next highest $1,000 if not an even 1,000, in addition to your other insurance benefits. In the case of dismemberment, a scheduled amount is payable.

Voluntary Accidental Death and Dismemberment Insurance (AD&D)

In addition to the coverage that the University of Maine System provides to you at no cost, you may elect to purchase additional AD&D coverage. All full-time regular employees, including those part-time employees who work between 20-29 hours per week with at least two years of continuous service and those part-time regular employees working 30-39 hours per week who are not called full-time but excluding those who hold Federal appointments and participate in the Federal life plan are eligible to participate in this program. Also eligible for this program are employees participating in the Partial/Phased Retirement Program, employees in shared appointment status and benefits regular employees, defined as part-time employees (other than faculty) who have at least five years of continuous, regular, full-time equivalent University service, including those employees who were full-time but have reduced to part-time status or employees who have always worked in a part-time capacity. The cost of this insurance is paid by the employee. You may elect to purchase additional AD&D coverage in increments of $10,000 to a maximum of $350,000. The rates are low and the amount you select cannot exceed 10 times your salary.

In this program, you may purchase either employee or family coverage. If you purchase employee coverage, you will be insured for the amount elected. If you purchase family coverage, your spouse and dependent children will also receive partial coverage. For purposes of this section, spouse is defined to include an eligible domestic partner. Please refer to the Summary of Benefits which is on the world wide web at www.maine.edu Human Resources/Benefits Page or contact your University Human Resources/Personnel 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 $50,000 life insurance policy 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.

In addition to the $50,000 rider to the basic life insurance for all eligible employees, there is another $50,000 coverage for employees enrolled in the supplemental term life insurance program. The Seatbelt Provision is NOT applicable in the event of: suicide, death while committing or attempting to commit an assault or felony, death while voluntarily using a controlled substance (unless prescribed by a physician).
Supplemental Term Life Insurance

As a full-time regular employee or eligible part-time regular employee who works at least three-quarters time, or who works at least one-half time and has two years of continuous University service, you may elect the supplemental term life insurance plan. You may select supplemental life insurance coverage equal to 1, 2, 3, 4 or 5 times the amount of your annual salary. However, the contribution of basic and supplemental life insurance cannot exceed $500,000. The premium you pay is based on the amount of coverage you choose and on your age. The University does not share in the cost of this program. If you choose to purchase supplemental life insurance equal to 4 or 5 times your annual salary, or over $300,000, you will need proof of good health. You 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.

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

GROUP HEALTH PLAN

Medical

The University of Maine System offers a choice between two different medical plans, both of which cover a range of services. Employees who wish to enroll in one of the University insurance plans choose between the Comprehensive Group Health and Point of Service Plans. These health insurance plans are available to all full-time regular and eligible part-time regular employees, including those with “Benefits Regular” status.

You and the University will share the cost of coverage for both you and your dependents, the cost to the employee will depend on your employment status.

Continuation of Coverage

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

Note: A separate brochure describing the Comprehensive Group Health and Point of Services plans are available from the Human Resources/Personnel Office at each University or on the world wide web at www.maine.edu.

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

Medicare Complementary

Your group health coverage continues if you work beyond age 65. You should enroll in Government Medicare A and B. The University will pay the cost of Medicare B as long as you continue to work full-time.

Until you retire, the University's group health plan is primary (pays first) and the Government Medicare A and B is secondary.

OHR/Revised October, 2001
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 benefits regular employees as of the date they attain BR status. This plan is available at no cost to you. The coverage provides a monthly income for you once total disability has been established for an extended period of time.

Your employment will cease at the end of the 6 month waiting period and when disability insurance payments begin.

The plan has a pre-existing condition clause pertaining to any condition that you were treated for within 3 months of entering the plan. For more information on this program, contact your university Benefits Office or refer to the Summary of Benefits on the worldwide web Human Resources/Benefits Page at www.maine.edu.

Short-term Disability

Eligible employees may elect the optional short-term disability plan. This plan will provide income when a covered employee becomes disabled and unable to work for more than two weeks, 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. Your university Human Resources/Personnel Office has a booklet providing more detail on this program.

WORKERS’ COMPENSATION

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

If you sustain an injury on the job, you should immediately seek appropriate medical attention. Your supervisor will provide assistance in securing this attention. For your own protection and to comply with the Workers' Compensation Act, you must report your injury to your supervisor immediately.

While receiving Workers' Compensation, annual leave and disability leave will continue to accrue during the first 3 months of illness or injury.

When you return to work, if you are eligible, you will accrue annual leave and disability leave for that month, if you return on or before the fifteenth of the month. Your life insurance and health coverage, long term disability coverage, and retirement plan membership will continue until your employment terminates.

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

UNEMPLOYMENT COMPENSATION

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

OHR/Revised October, 2001
TRAVEL INSURANCE

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

ADVANTAGE ACCOUNTS

Employees who work at least half-time may enroll in a Health Care Advantage Account or Dependent Day Care Advantage Account. Advantage Accounts allow you to set aside money from your paycheck before taxes are withheld. When you make a claim for eligible health care or dependent care expenses, you are reimbursed through your paycheck. 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 your university Benefits Office or the System Office of Human Resources and is also included in the Summary of Benefits for Classified Employees and University Supervisors which is also available on the world wide web www.maine.edu Human Resources/Benefits homepage. The Open Enrollment Form, Advantage Claim Forms and Reimbursement Schedule for this program can also be obtained on the worldwide web at www.maine.edu Human Resources/Benefits Homepage.

RETIREMENT

Basic Retirement Plan for Classified Employees (TIAA/CREF)

This plan is commonly called a defined contribution plan whereby the employee determines the size of the contributions made by employee and university through deductions to a defined contribution plan. This plan is funded jointly by the University and its employees with the exception that some employees will not have to make contributions depending on the date of hire.

To qualify you must be a full-time or benefits regular employee and the contributions by employee and university are determined by the following factors:

- If you were hired prior to July 1, 1998 and at least 50 years old on that date, you had the option of choosing this plan or remain in the Defined Benefit Plan.
- If hired prior to July 1, 1998 and under the age of 50 on that date, you were required to join this plan.
- If hired July 1, 1998 or after, you are required to join this plan.
- Once you have completed five years of service, the University will provide contributions on your behalf equal to 4% of your base salary even if you choose not to contribute.

The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan)

This plan is known as a defined benefit plan, meaning you will receive a defined set of benefits, based on a formula, after retirement for as long as you live. This plan is available to certain full-time regular and benefits regular employees. It is funded entirely by the University.

To be eligible for participation in this plan, you must meet all of the following conditions:

1. You must have been at least 50 years old as of July 1, 1998.
2. You must have already been a University employee as of July 1, 1998.

3. You must have elected to remain in the program.

Former State Teacher College employees who have chosen to continue in the Maine State Retirement System are not eligible for the Retirement Plan for Classified Staff.

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 you die while employed by the University and prior to drawing your pension under the Retirement Plan for Classified Staff, the University provides for a payment to your 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.

If you need further assistance, your Benefits Office has a booklet describing the Retirement Plan for Classified Staff in more detail.

**OPTIONAL RETIREMENT SAVINGS PLAN**

This is strictly a voluntary program and is made available through TIA-CREF. All full-time regular and benefits regular employees taking part in the Retirement Plan for Classified Staff are eligible for this program. You are vested in the plan immediately, and the TIAA-CREF contracts are fully cashable at retirement.

**SOCIAL SECURITY**

As a University employee, you are covered by Social Security. Equal contributions are made by you and the University. These amounts are established by federal legislation and your contribution is made through payroll deduction. Monthly payments under the Social Security program provide you or your 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 employees enrolled in the Maine State Retirement System unless they have been employed in jobs covered by the Social Security Program.

**TAX-SHELTERED ANNUITIES**

As a full-time or part-time regular employee, you are eligible to enter into voluntary agreements with authorized commercial insurance 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 which you elect to tax-shelter will be applied to purchase an annuity from the company of your choice; however, you must choose one of the companies authorized by the University to underwrite tax-sheltered annuities. You will receive the benefits from this plan during your retirement years, at which time the benefits will be taxable income.

You may also enroll in an Individual Retirement Account or annuity with a bank, insurance company, broker or credit union and have your deduction made through the University's payroll system.
SAVINGS PLANS

Credit unions are available to regular employees. You may become a member by paying a membership fee. Should you wish, payroll deductions would be made for you upon your authorization.

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

STATE OF MAINE BENEFITS

As a regular University employee at a former state college, you may have chosen to remain in State Group Health or Life Insurance and the Maine State Retirement System at the time of the merger in 1968. Your university Benefits Office can answer questions you may have about these programs.

DOMESTIC PARTNER BENEFITS

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

1. The partners are each at least 18 years of age and are mentally competent to contract.
2. The partners are not married to anyone and are prohibited from legally marrying each other in the State of Maine.
3. The partners are not related by blood to a degree which would prohibit marriage in the State of Maine.
4. The partners reside together and have resided together for at least two years.
5. The partners are financially interdependent (evidence of financial interdependence will be required).
6. Misrepresentation of information in the affidavit will result in disciplinary action up to termination of employment and an obligation to repay benefits received.
7. The employee will notify the University by completion of a form when a domestic partnership ends.

ANNUAL LEAVE

While working for the University of Maine System you are earning annual leave. As a full-time regular employee working on a twelve-month basis, you will earn paid annual leave based upon continuous service in accordance with the schedule below. If you regularly work less than 12 months per year, or less than 40 hours per week, your annual leave earned will be pro-rated. You will accrue annual leave in the pay period in which you are initially employed if you work for half or more of the pay period.

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Hours Per Bi-Weekly</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 and over</td>
<td>7.39</td>
<td>24</td>
</tr>
</tbody>
</table>
Such accumulation shall continue during pay periods in which you work (with the approval of the University) a reduced number of hours, as long as you work at least 20 hours per week and provided that such pay periods do not exceed 1/3 of the pay periods in your work year.

If you have 12 years of service or less, annual leave not exceeding 30 workdays may be carried forward from year to year. If you have more than 12 years of service, annual leave up to a total of 40 workdays may be carried forward from one year to the next. This annual leave carry forward provision shall be applied as of August 31 of each year beginning in 1998.

As a part-time employee, your annual leave accumulates on an hourly basis 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>
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</tr>
<tr>
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<td>6.47 hours</td>
</tr>
<tr>
<td>17 and over</td>
<td>7.39 hours</td>
</tr>
</tbody>
</table>

Annual leave shall be credited each bi-weekly pay period.

Since many activities of the University must be maintained at all times, it may be necessary to stagger your time off with the time off taken by other employees in your area of service. Accumulated annual leave may be taken subject to your supervisor's final approval. Arrangements for annual leave periods should be made in advance with your supervisor. You may be assured that a reasonable effort will be made to permit you to select your 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.

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

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

**HOLIDAYS**

Regular employees are entitled to the following 12 holidays observed by the University of Maine System:

- 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. If you are regularly scheduled to work on a day designated as a holiday, you will receive holiday pay at your basic hourly rate times the number of hours you are regularly scheduled to work on that day. Holiday pay is in lieu of other paid leave to which you 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, you shall be paid the basic hourly straight time rate for each hour worked in addition to the holiday pay to which you are 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) you will be paid the premium rate of one and one half times the basic hourly rate for each hour worked in addition to your holiday pay.

If you have worked on a holiday, you 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.

You will not receive holiday pay if you are on unpaid leave of absence, layoff, Workers' Compensation or if you take an unauthorized leave the workday before or the workday after the holiday(s).

When a holiday falls on a day on which you are not regularly scheduled to work, you will receive holiday pay for the day for a number of hours equal to the length of your average regularly scheduled workday at your regular straight time rate. The length of the average regularly scheduled workday shall be computed by dividing the number of hours in your regularly scheduled workweek by 5. Holiday pay paid to you for hours you are 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.*

Employees will receive administrative or holiday leave pay at the straight time rate for those hours they are normally scheduled to work, not to exceed the designated length of the administrative or holiday leave. If during the administrative or holiday 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.

It may be necessary for certain employees to work hours which are included within their normal work schedules during an administrative or holiday leave to continue the services and maintenance of the university. These employees will be paid at the straight time rate for all such hours actually worked in addition to the administrative or holiday leave pay. If an employee works hours which are not included within their normal work schedule during the administrative or holiday leave, the employee will be paid at double the regular hourly rate for any such time worked during the period of administrative or holiday leave. At supervisory discretion, compensatory time off may be taken within the same fiscal year in lieu of payment for those hours worked during the administrative or holiday leave.

If an employee is directed to work more than 8 hours during an administrative or holiday period, the employee will receive the administrative holiday or leave pay in lieu of overtime pay.

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

OHR/Revised October, 2001
DISABILITY LEAVE

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

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

As a full-time regular employee, you 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, you work a reduced number of hours, as long as you work at least 20 hours per week and provided that such pay periods do not exceed 1/3 of the pay periods in your work year. If you are regularly scheduled to work less than 12 months per year or less than 40 hours per week, your disability time earned will be prorated.

As a part-time regular employee, you 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.

Full-time regular employees may accumulate a maximum of 1,040 hours of disability leave. The maximum accumulation for employees working less than 40 hours per week will be prorated.

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

In the event that your application for Long Term Disability is approved, any disability leave that you use while the application is being processed will be restored if you return to work.

You may be allowed to use earned accumulated annual leave if you are still unable to return to your position or a comparable job after your accrued disability leave is depleted.

Unpaid Disability Leave

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

If you have not recovered from illness after this 6 months of additional leave and are not eligible for disability benefits, extended leave without pay may be granted, not to exceed 12 months of total disability leave. You may continue your health and life coverage by paying both your and the University's premium. In no case will your employment continue after 12 consecutive months of absence due to illness.

Your group health and life insurance coverage will cease 30 days following the first of the month after your employment ceases, unless at that time you are totally disabled.
During this unpaid disability leave, depending on the plan you selected, you will be retained in either the University of Maine System Retirement Plan for Classified Employees (formerly the Non-contributory Retirement Plan for Classified Staff) or the University of Maine System Defined Contribution Basic Retirement Plan for Classified Employees, and your 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 statement from your physician. This statement must be validated every 60 days if the leave is to be continued.

If you are placed on leave without pay for reasons of personal illness, you may apply through your supervisor for an advance of disability leave. If this leave is granted, you 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 your termination.

During the waiting period of 3 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 3 days will be restored to your disability leave credit. If it has been determined that you have 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 your Workers’ Compensation injury or illness exceeds 3 months, you will start to accrue disability leave again when you return to work. Disability leave accrual will resume in the pay period of your return to work if you return on or before the middle of the pay period.

You will not accumulate disability leave while on an unpaid leave of absence, layoff, long-term disability or after you have been on Workers’ Compensation for three months.

**Disability Leave for Family Emergencies and Illnesses**

In the event of serious illness or death in your immediate family or household, you may use accumulated disability leave up to a maximum of one-half (½) of the total disability days you have accumulated in addition to bereavement leave, if eligible. You 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, both for an employee’s own illness or for the family illness, is still subject to University policy and contract provisions. At the end of the leave, the employee must be allowed to return to the former job or to an equivalent position. The entire leave, including any paid leave as well as unpaid leave, is considered family/medical leave and is counted toward the 12 weeks per year.

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

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

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

Employees may be required to provide evidence of birth, adoption, or foster care placement. The University may also require employees to provide certification of the medical necessity of the FMLA leave and may require (and pay for) a second opinion. A form for certification, which requires the supervisor’s signature, is available from the Human Resources office. 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 on the worldwide web Systemwide Services Benefits homepage at www.maine.edu/bene.html. This form must be completed in order to take unpaid or paid leave for a reason covered by the law. The University may designate a leave as Family or Medical Leave whether or not a specific request has been made, so long as the leave is for reasons covered by the law. Any use of disability leave for two weeks or more requires completion of the FMLA Request Form.

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

BEREAVEMENT LEAVE

You may be granted a maximum of 5 days paid leave in the event of a death of a close relative as defined below or other member of your household to a maximum of 10 days paid leave per fiscal year. Should you need additional time away from work, you may use accumulated disability leave up to a maximum of ½ of the total disability days you have accumulated in addition to or in lieu of accumulated annual leave or unpaid personal leave.

For the purpose of this policy, "close relative" is defined as spouse, children, parents, grandparents, grandchildren, sisters, brothers, including all these when in "step", half, or "in-law" relationships, and significant others in the household.

You may be granted a maximum of 1 day paid leave to permit attendance at the funeral of an aunt, uncle, niece or nephew, provided the total amount of bereavement leave payable under this policy does not exceed 10 days per fiscal year.

JURY DUTY LEAVE

If you are called to serve as a juror, you will be granted a leave of absence. You will receive your normal University pay for the first 10 working days of jury duty. If it becomes necessary for you to serve more than ten 10 working days of jury duty, the University will pay you the difference between your jury duty pay, exclusive of travel, and your normal University pay.

WITNESS LEAVE

If you are subpoenaed as a witness in a legal proceeding, you may be granted a leave of absence. The University will pay you the difference between your witness pay, exclusive of travel, and your normal University pay for the period of such leave, with the following exceptions; you will receive no University pay for time spent as a witness in your personal litigation or if you are called by a party other than the University, in a case that involves the University.

OHR/Revised October, 2001
MILITARY LEAVE

If you are a member of the National Guard or the Military Reserve, you will be granted a leave of absence when ordered to active duty for training. You will receive your normal University pay while on such leave, not to exceed 10 working days per fiscal year.

All military duty must be authorized by the Governor or under the provisions of the National Defense Act.

PERSONAL LEAVE

As a regular employee, you are 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 your 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.

You 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 your group health and life insurance coverage during this extended personal leave, you must pay the full premium, except if the leave is granted for the purpose of participating in an educational program related to your current position. In that case, the University will contribute its share of premiums. You may choose to cancel your coverage with the provision that upon your return to work you will file proof of good health for yourself and those family members whom you wish to cover. Coverage will be denied to any individual who is found not to be in good health at that time.

Membership will be maintained in either the University of Maine System Retirement Plan for Classified Staff (formerly the Non-contributory Retirement Classified Retirement Plan) during this period. Although you receive no wages during the time that can count toward your highest ten years of earnings, your time on unpaid leave is counted as University service toward the 30-year cap in the formula.

Since this is an unpaid leave, you 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 manual captioned Educational Opportunity.

If a leave is 6 weeks or less, the University guarantees a return to your 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 you are granted a leave without pay for educational purposes for 120 days or less, the University guarantees a return to your 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 you 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.

As a full-time regular employee, you may take a maximum of 2 tuition-free courses per semester and/or during the summer not to exceed 4 credit hours each course. As a part-time regular employee, 1 tuition-free course is available to you per semester and/or during the summer not to exceed 4 credit hours each course. These
benefits become available to you immediately upon your employment with the University. Please refer to your contract or handbook as this policy may vary in accordance with current collective bargaining agreements.

In choosing your courses, you should choose those which do not meet during your normally scheduled working hours. Permission must be requested from your supervisor to attend such courses during normal working hours. If approval is granted, your supervisor will make arrangements for you to make up time which you miss from work, unless you were granted permission to take leave without pay or annual leave for this purpose. Enrollment in a course depends upon space available. Supervisory and administrative approval of the tuition waiver form is required prior to the beginning of the course. Each university shall designate those courses to which tuition waivers will not apply. Waiver application forms are available at the Human Resources/Personnel Office at each university.

The tuition waiver benefit is not applicable to employees on unpaid leave of absence longer than 90 days, layoff (except for temporary or seasonal layoff), disability, or Workers’ Compensation.

In the event that you have begun a course and one of the above situations occurs, you will be permitted to maintain enrollment at no cost until the end of the semester.

If you are a full-time regular employee, your spouse and dependent children are eligible for a tuition waiver of ½ tuition, provided that the spouse or dependent child is attending the University as a full-time student. If you are a part-time regular employee, your spouse and dependent children are eligible for a waiver of ¼ tuition, provided that the student is matriculated and there is space available in the course(s). The dependent tuition waiver may be used for up to two summer courses, as long as the student was a full-time student within the University of Maine System during the full previous academic year and there is space available in the course(s). For summer session courses which are self-supporting, students who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment. This dependent waiver does not apply to mini-courses or non-credit course offerings. Dependents of full-time employees who are part-time students shall be eligible for a waiver of one-half (1/2) tuition, provided that the part-time student is matriculated and there is space available in the course(s). Dependents of part-time employees who are part-time students shall be eligible for a waiver of one-fourth tuition, provided that the part-time student is matriculated and there is space available in the course(s). Waiver application forms are available at the Human Resources/Personnel Office at each university.

When an employee with 20 or more years of University service ends employment through participation in the University’s long-term disability program or by death, the spouse or dependent children of that employee who are enrolled full-time students participating in a tuition waiver program at the time of the employee’s termination or death shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student maintains continuous full-time enrollment or until completion of the requirements for a degree.

Revised/OHR October, 2001

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. Contact your university Human Resources/Personnel Office for the name of your representative.
# SUBJECT INDEX

<table>
<thead>
<tr>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessibility</td>
<td></td>
</tr>
<tr>
<td>Accidental Death &amp; Dismemberment</td>
<td></td>
</tr>
<tr>
<td>Administrative Holidays</td>
<td></td>
</tr>
<tr>
<td>Administrative Leave</td>
<td></td>
</tr>
<tr>
<td>Advantage Accounts</td>
<td></td>
</tr>
<tr>
<td>Acquisition and Use of University Vehicles</td>
<td></td>
</tr>
<tr>
<td>Equal Opportunity Policy</td>
<td></td>
</tr>
<tr>
<td>Annual Leave</td>
<td></td>
</tr>
<tr>
<td>Basic Retirement Plan for Classified Employees (TIAA/CREF)</td>
<td></td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td></td>
</tr>
<tr>
<td>Call-Back Pay</td>
<td></td>
</tr>
<tr>
<td>Classification</td>
<td></td>
</tr>
<tr>
<td>COBRA</td>
<td></td>
</tr>
<tr>
<td>Compensatory Time</td>
<td></td>
</tr>
<tr>
<td>Conflict of Interest</td>
<td></td>
</tr>
<tr>
<td>Consenting Relationships</td>
<td></td>
</tr>
<tr>
<td>Courses</td>
<td></td>
</tr>
<tr>
<td>Credit Union</td>
<td></td>
</tr>
<tr>
<td>Death in the Family</td>
<td></td>
</tr>
<tr>
<td>Dependent Day Care Advantage Account</td>
<td></td>
</tr>
<tr>
<td>Dependent Tuition Waiver</td>
<td></td>
</tr>
<tr>
<td>Demotion</td>
<td></td>
</tr>
<tr>
<td>Disability Leave</td>
<td></td>
</tr>
<tr>
<td>Disciplinary Action</td>
<td></td>
</tr>
<tr>
<td>Dismissal</td>
<td></td>
</tr>
<tr>
<td>Domestic Partner Benefits</td>
<td></td>
</tr>
<tr>
<td>Drugs</td>
<td></td>
</tr>
<tr>
<td>Dual Rates</td>
<td></td>
</tr>
<tr>
<td>Educational Opportunity – Tuition Waivers</td>
<td></td>
</tr>
<tr>
<td>Employee Definitions</td>
<td></td>
</tr>
<tr>
<td>Employee Transfer</td>
<td></td>
</tr>
<tr>
<td>Equal Opportunity Policy</td>
<td></td>
</tr>
<tr>
<td>Evaluation</td>
<td></td>
</tr>
<tr>
<td>Family Emergency</td>
<td></td>
</tr>
<tr>
<td>Family Medical Leave</td>
<td></td>
</tr>
<tr>
<td>Flex-time</td>
<td></td>
</tr>
<tr>
<td>Full-time Status</td>
<td></td>
</tr>
<tr>
<td>Grievance Procedures</td>
<td></td>
</tr>
<tr>
<td>Grievance Form for Non-Represented Employees</td>
<td></td>
</tr>
<tr>
<td>Health Care Advantage Account</td>
<td></td>
</tr>
<tr>
<td>Health Plan</td>
<td></td>
</tr>
<tr>
<td>Health Plan Coverage for Retirees &amp; Former Employees with Long-term Disability</td>
<td></td>
</tr>
<tr>
<td>Holidays</td>
<td></td>
</tr>
<tr>
<td>Increases</td>
<td></td>
</tr>
<tr>
<td>Individual Retirement Accounts (IRA’s)</td>
<td></td>
</tr>
<tr>
<td>Jury Duty</td>
<td></td>
</tr>
<tr>
<td>Layoff</td>
<td></td>
</tr>
<tr>
<td>Leave</td>
<td></td>
</tr>
<tr>
<td>Leave Without Pay</td>
<td></td>
</tr>
<tr>
<td>Life Insurance</td>
<td></td>
</tr>
<tr>
<td>Long Term Disability</td>
<td></td>
</tr>
<tr>
<td>Medicare</td>
<td></td>
</tr>
</tbody>
</table>
Voluntary Accidental Death & Dismemberment Insurance
Witness Leave
Workers' Compensation
Work Schedule

University of Maine System
Office of Human Resources
September, 2000