



HANDBOOK FOR NON-REPRESENTED FACULTY AND SALARIED STAFF

Office of Human Resources
University of Maine System
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<http://www.maine.edu/humres.html>

Revised
July 2010

Corrected 9/26/11
Revised 11/5/12

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Revised OHR 1/06

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INTRODUCTION

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

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

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

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

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

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

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

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

The Human Resources Office at each university or your supervisor can provide additional information or assistance regarding University of Maine System personnel policies. Changes will be made to this Handbook periodically and will be distributed accordingly. The most up to date version is available on the University of Maine System Human Resources homepage.

PART ONE: PERSONNEL POLICIES

EMPLOYEE DEFINITIONS

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

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

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

EMPLOYMENT POLICIES

APPOINTMENT

APPOINTMENTS REQUIRING APPROVAL BY THE CHANCELLOR OR BOARD OF TRUSTEES

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

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

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

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

3/23/98

Certain non-represented employees may have individual employment agreements that govern the terms of appointment. All such agreements must be reviewed by University Counsel. Any benefits or terms of employment that are exceptions to current policies require Chancellor's approval.

SHARED APPOINTMENTS

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

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

Salary

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

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

Workload

The duties of the position are the same as for any comparable full-time employee including, in the case of faculty, research, number of courses taught, number of advisees, and committee assignments. Thus, this shared full-time contractual arrangement differs from an ordinary full-time contractual arrangement only by applying to two people. Specific assignments may vary from time to time. The workload for each

individual shall be determined by appropriate University administrators. In the case of faculty, the position shall have no less than one vote in departmental affairs, and each may be granted voting rights in departmental affairs in accordance with departmental policies.

Evaluation, Reappointment, Promotion and Tenure

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

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

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

For purposes of these guidelines, it is assumed that each employee in a shared appointment assumes one-half of the duties of a position. Other proportional workloads may be approved on an exception basis.

In the case of salaried staff, policies and procedures regarding appointment and evaluation normally applicable to full-time regular non-represented salaried staff will be followed.

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

Sabbatical Eligibility

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

Group Health, Insurances and Retirement

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

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

Disability Leave

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

Overload and Summer Salary

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

University Support for Research and Professional Travel

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

Bargaining Unit Status

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

Shared Appointment Agreements

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

SOFT MONEY APPOINTMENTS

“Soft money appointment” shall mean an appointment which is the result of external funding from agencies, institutes or organizations over which the University has no financial control. The employment of an employee with a soft money appointment shall be contingent upon such funding for the position. An employee with a soft money appointment shall have no right to any reappointment beyond the length of the funding except as provided in the section of this Handbook on Termination of Appointment.

TERM OF APPOINTMENT

Non-represented salaried employees (except Management Group) will normally serve a 12 month probationary period during which employment is at-will, after which employment will be for an indefinite period at-will. A non-represented salaried employee may receive a term appointment of up to 3 years for purposes of reappointment and major performance reviews, but may be discontinued within the term with notice as specified in the Termination section of this Handbook.

CONFLICT OF INTEREST

Policy Statement:

APPLIES TO: All Officers and Employees

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

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

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

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

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

Procedures:

Disclosure and Consultation: The following procedures apply except in situations where a procedure is otherwise provided by a collective bargaining agreement. Each

university shall develop its procedure for disclosure and consultation within the following parameters.

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

- 1. When it appears that a material conflict may arise between the personal interest of an employee and his or her responsibilities to the University, the employee shall notify the appropriate administrator by submitting a written statement describing the nature of the possible conflict. If an apparent conflict comes to the attention of the administrator, that individual may request a written statement from the employee.*
- 2. If an employee is in doubt as to whether he or she is confronted with a potential conflict of interest, the employee shall consult with the appropriate administrator to determine if the outside interests could conflict impermissibly with employee's obligations to the University.*
- 3. The appropriate administrator promptly shall notify the employee or associate in writing that (a) there is no conflict and the employee may proceed; or (b) there may be a conflict and further consultation is necessary prior to reaching a determination; or (c) there is a conflict and the employee shall not proceed with his or her personal interest which results in the conflict. In some cases it may be determined that after full disclosure, the University's interests are best served by participation of the employee despite the conflict or appearance of conflict.*
- 4. The employee may appeal the administrator's decision to the President (Chancellor for System Office employees).*
- 5. The employee must report any significant changes in the outside interest that occur during the year and consult with the appropriate administrator if the undertaking of a new outside interest is considered.*
- 6. Any significant violations of this policy shall be reported to the Chancellor for System Office employees and Presidents, to the President for university employees and to the Human Resources and Labor Relations Committee of the Board of Trustees for the Chancellor.*

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

Situations which may constitute a Conflict of Interest

1. Personal Gain from University Position

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

2. Contracting and Leasing

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

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 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 postsecondary 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 Resource

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 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.

Sanctions: Charges or violations shall be carefully examined with due regard for the academic freedom and rights of the employee and the interests of the University. Charges will be processed through the normal reporting channels, and sanctions may range from reprimands to dismissal.

11/16/98

EMERITUS STATUS

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

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

1/13/00

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 ([click here for form](#)) 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 (click here for form). The Step Two appeal must be filed with the appropriate Vice President (if the grievant is employed at a university) or Senior Staff member (if the grievant is employed in the System Office) within 20 working days of the date the Step 1 response is received or due. The Vice President or Senior Staff member will respond in writing to the grievance within 20 working days. The written decision will be provided to the grievant and the person whose action has been grieved.
3. Step Three: If the preceding steps have not resolved the grievance, the grievant may appeal the grievance to Step 3. The Step 3 appeal must be filed with the President (if the grievant is employed at a university) or Chancellor (if the grievant is employed in the System Office) in writing within 20 working days of the date the Step 2 response is received or due.

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

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

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

The burden of proof rests on the grievant except in cases of dismissal of tenured faculty members or of dismissal of a faculty member during the probationary period for tenure 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.

MANAGEMENT GROUP

MANAGEMENT GROUP EMPLOYMENT PROGRAM

Eligibility

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

Benefit Program

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

Appointment, Reappointment and Termination

Appointments to the Management Group are at-will and may be terminated with or without cause. A written agreement at the time of initial appointment to positions in the Management Group shall include the duration of the appointment, which shall not exceed 3 years, and shall include a specified probationary period, which will normally be at least 12 months. Certain employees in the Management Group may have individual employment agreements that govern the terms of employment. All such agreements

must be reviewed by University Counsel. Any benefits or terms of employment that are exceptions to current policies require Chancellor approval.

When possible, an employee will be notified of any performance concerns and given an opportunity to meet performance expectations before being discontinued during the initial term. Such notification of performance concerns does not convert the appointment to one requiring termination for cause. The University may determine at its discretion that such an opportunity shall not be provided, based on the nature of the concerns.

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

After the initial term, subsequent appointments will be at-will and may be indefinite or for a term appointment of up to 3 years for purposes of reappointments and major performance reviews. During any subsequent term appointment, the appointment continues to be at-will and may be discontinued at any time with notice or pay in lieu of notice as specified below. During the period of any term appointment, responsibilities may be changed or the employee may be reassigned to another position.

Employees in positions included within Management Group will receive notice of discontinuation or pay in lieu of notice for program or financial reasons and for at-will discontinuation based on length of continuous regular service as of July 1, 2010 as follows:

Length of Service (completed years in Management Group)	Tier 1 – Employees hired before July 1, 2003	Tier 2 –Employees hired July 1, 2003 and later
During probationary period	6 months	2 months
Before end of initial term (up to 5 years) and less than 7 years	6 months	--
After probationary period – 6 years	--	3 months
7+years	One year	Greater of 6 months or end of fiscal/academic year

Chancellor and Presidents

The Chancellor and Presidents are appointed by and serve at the pleasure of the Board of Trustees.

The initial appointments for the Chancellor or a President shall specify: 1. an agreement regarding the process and timetable for evaluation; and 2. a two-year

renewable term appointment which may be extended annually on the first anniversary date of appointment and thereafter, subject to the notice for cause provisions in the preceding section of this Handbook. Presidents and Chancellor are not eligible for tenure unless they are promoted from within UMS after receiving tenure.

In addition to benefits accorded all System employees, the Chancellor and Presidents shall be eligible for the following benefits established by the Board of Trustees and as agreed upon at the time of appointment or reappointment.

- 1. Life insurance at twice the base salary with the University System paying the total premium.*
- 2. A motor vehicle.*
- 3. As a condition of employment, University-maintained housing will be provided on a campus when available or a housing allowance will be provided for the appointed Chancellor and President (excludes Interim or Acting incumbents). Housing allowances provided in lieu of University housing will be reviewed annually and adjusted by the housing C.P.I.*
- 4. A Chancellor or President who completes 5 or more years of service in that position and who will continue to serve UMS in a faculty position may be granted a one semester or one-half year sabbatical at the administrative salary level in order to transition to the faculty position. The sabbatical is not a right, but may be granted at the discretion of the Chancellor for a President or of the Board for an employee serving as Chancellor. The employee will be required to return to UMS employment for at least one year or to repay the sabbatical salary.*

The Board of Trustees shall approve the salaries of the individual officers upon appointment and thereafter on a periodic basis.

Revised 3/10

**APPOINTMENT OF UNIVERSITY OF MAINE SYSTEM
PROFESSOR, RESEARCHER OR ADMINISTRATOR:
Criteria and Administrative Procedures for Appointment**

Policy Statement:

Appointment as University of Maine System Professor, Researcher or Administrator allows the University of Maine System and the State of Maine to continue to benefit from the individual's professional expertise and experience in teaching, conducting research or leadership projects in various areas. Individuals with a minimum of three years of service as a Chancellor or President in the University of Maine System are eligible to pursue an appointment as a University of Maine System Professor, Researcher or Administrator.

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

Appointment as a University of Maine System Professor, Researcher or Administrator is not a right and is granted by the Board of Trustees at their discretion. A President or Chancellor who holds previously granted faculty rank or tenure and who has the right to assume a faculty position is not eligible for appointment as University of Maine System Professor, Researcher or Administrator.

Conditions of Appointment:

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

Procedures:

1. The salary shall be computed at a rate of 66.6% of the individual's salary at the time of appointment. This amount is for a fiscal year appointment and will be adjusted for an academic year of other work year. The salary and support budget shall be provided on an on-going basis from a separate System account as approved by the Board of Trustees.

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

After completion of three or more years of satisfactory service as President or Chancellor, an individual shall be eligible to request a non-renewable one-year appointment as University of Maine System Professor, Researcher or Administrator at a fiscal-year salary equal to 66.6% of the last annual salary as President or Chancellor.

After completion of five or more years of satisfactory service as President or Chancellor, an individual shall be eligible to request a non-renewable two-year appointment as University of Maine System Professor, Researcher or Administrator at a fiscal-year salary equal to 66.6% of the last annual salary as President or Chancellor.

After completion of seven or more years of satisfactory service as President or Chancellor, an individual shall be eligible to request a non-renewable three-year appointment as University of Maine System Professor, Researcher or Administrator at a fiscal-year salary equal to 66.6% of the last annual salary as President or Chancellor.

Appointment as University of Maine System Professor, Researcher, or Administrator is subject to approval by the Board of Trustees and will be in accordance with the provisions of Board policy 404.5. Board policy 404.5 may be amended by the Board. Terms of employment not addressed in Board policy 404.5 shall be in accordance with provisions of the Handbook. Any sabbatical granted following completion of service as President or Chancellor shall be included in the appointment term as University of Maine System Professor, Researcher or Administrator.

4. The appointee shall be subject to the same review process as individuals in equivalent positions and is subject to discontinuation for cause or for financial and program reasons.

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

Revised 3/10

NON-REPRESENTED FACULTY (See also Tenure)

The probationary period for tenure for non-represented faculty is 6 years with appointments of 1 or 2 years during the probationary appointment. Tenure may be granted at time of hire in accordance with Board policy. Employees who hold rank and tenure and are appointed to non-represented faculty positions from within the university will retain rank and tenure in the faculty position unless otherwise agreed.

For non-represented tenured and tenure track faculty, reappointment, non-reappointment and discontinuance for program or financial reasons are the same as for represented faculty.

Administrators holding academic rank may be designated as Management Group, Non-Represented Salaried or Non-Represented Faculty and will be given a probationary period and term in the administrative position and a probationary or tenured appointment in the faculty position. Tenure is granted in the faculty position only, not in the administrative position. Granting of tenure is subject to Board approved tenure policy and guidelines. Based on their credentials, non-represented employees may also be granted a courtesy academic rank that carries no right to a faculty position following service in an administrative position and no right to consideration for tenure.

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.

11/16/98

Appointment and Evaluation Practices

APPLIES TO: All salaried employees (appropriate university modifications will be made for the particular work setting and type of employee).

1. Each new appointee should receive written information regarding the terms of employment, which includes, as a minimum, such information as:
 - a. title of position and/or full academic rank (e.g., assistant professor of history)
 - b. general duties to be performed
 - c. beginning and ending dates of this appointment
 - d. terms of the appointment (probationary, temporary etc.)
 - e. indication of amount, if any, of prior service to be counted toward probationary period.
2. Criteria for retention, reappointment, and promotion of faculty should be stated explicitly for each unit of the university. These criteria may vary among departments or units. The relevant criteria must be made known in writing to each new faculty member at the time of his/her initial appointment.
3. Each employee should receive an annual written evaluation by the employee's supervisor and a copy shall be retained in the employee's file. A record should also be retained of any notification to an employee that the needs of the particular unit may not require the continued employment in the future of the individual.
4. In the case of faculty members, each university shall establish procedures for peer evaluations to be considered in promotion and/or tenure decisions.
5. The Chancellor shall conduct or have conducted an annual evaluation of all staff members in the management group he/she supervises or who are considered "Senior Staff." The general intent of this evaluation process is to support and strengthen performance providing an opportunity to review goals and priorities and as an assessment of individual or unit achievement. This

evaluation shall occur prior to the start of the fiscal year. The Chancellor may modify the timing of a review with notice to the staff member. More frequent reviews may be conducted at the discretion of the Chancellor. Every four years the Chancellor will conduct a comprehensive review and may solicit input from the senior staff member's direct reports and others who work closely with or whose work is affected by the work of the senior staff member.

6. A non-reappointment decision must be communicated in writing to the employee.***

PERSONNEL RECORDS

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

All non-represented faculty and salaried staff members have access to the contents of their entire official personnel file. Upon request, once each calendar year, an employee or former employee, may receive one copy of the personnel file or of material added to their file after requesting a copy of the entire file. The employee is charged for copying any other material from their file. All faculty or salaried staff members should periodically review and update their official personnel file.

POLITICAL ACTIVITY

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

Procedures:

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

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

11/16/98

POSITION REVIEW AND RECLASSIFICATION

Position review and reclassification is available for employees whose positions are covered by the Salaried Employees Classification and Compensation Program (SECCP). If an employee believes that his/her duties are significantly different from those outlined in the employee's official job description, the employee may request a position review. Reclassification will take place whenever job duties and responsibilities are significantly changed by the university from those originally assigned. Such changes may result in either an increase or decrease in job duties and responsibilities, and may occur for various administrative reasons, such as: departmental growth, staff reduction, reorganization, technological change, etc. Reclassification will be based upon the degree to which these changes affect the nature of the work being performed.

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

The employee completes a Request for Salaried Classification Review form and a new Position Description Questionnaire (PDQ) and submits them to his or her immediate supervisor.

The supervisor completes the supervisor portions of the form and the PDQ. The supervisor and employee then prepare an updated job description. The supervisor forwards these documents to the university Human Resources Office, which obtains additional information as needed and evaluates the position on the factors in the SECCP program.

The position is reclassified if the review concludes that the responsibilities have changed significantly. A significant change in duties and responsibilities has occurred when either: 1) the changes result in an increase in at least two factor ratings and at least a 10% increase in total points, or 2) a change in job family assignment that affects the salary band. The normal salary increase is at least 5% if the position remains within the same salary band or, if the position moves to a new salary band, at least 5% per band.

The effective date of reclassification shall be the date of submission of the completed request for reclassification. If the appropriate administrative officer designated by the

university determines that the additional responsibilities should be removed from the position, the employee is assigned duties which conform to the official job description for the position and is paid for the additional responsibilities that were performed retroactive to the date the completed reclassification review was submitted.

An appeal process is available if the employee disagrees with the results of the position review.

PROBATIONARY PERIOD

The initial appointment for an employee will normally include a probationary period. The probationary period for faculty who are eligible for tenure will be in accordance with the section of this Handbook titled Tenure. Terms of appointment for employees in the Management Group are described in a separate section.

The letter of appointment will include the length of the probationary period, which will not normally exceed two years. During the probationary period the employee will be evaluated at least annually. An employee who is discontinued during the probationary period will receive one month's notice or pay in lieu of notice. An employee may be discontinued during or at the end of the probationary period with or without cause.

Following completion of the probationary period, employment shall be at will. Employees serve at the discretion of the Board of Trustees and their designees and may be terminated at will and at any time with or without cause. Notice of termination is described in the section Termination of Appointment.

RECRUITMENT AND SELECTION

Statement of Principle

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

Exceptional Circumstances

In exceptional circumstances, normal recruitment and selection procedures may be waived by the University. This may occur where the responsibilities or title of a filled position change as a result of a reorganization or reassignment of functions among positions within the same organizational unit which may result in a decision not to recruit candidates from outside the organizational unit. Recruitment and selection may also be limited to University employees if the expected applicant pool will provide an opportunity to obtain the desired knowledge, skill, abilities and other qualifications, and such a

recruitment limitation is not inconsistent with affirmative action goals. In either circumstance, the decision to waive or limit normal recruitment procedures is reserved to the university President in consultation with the university affirmative action officer and/or other appropriate University staff.

Employment of Relatives

As part of a comprehensive Conflict Of Interest Policy (see page 19) the University Board of Trustees included the following section on nepotism:

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. 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.

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.

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. 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.

RESIGNATION

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

SALARY

Appointment Salary

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

Salary Program

Initial salaries and salary adjustments will be in accordance with the Salaried Employees Classification and Compensation Program. This program assigns each salaried position (excluding faculty and Management Group) to a salary band based on position responsibilities and market data.

Exceptional Salary Changes

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

Stipends

The base salary of senior administrators holding academic rank may include a specifically identified administrative duty stipend. The amount of the stipend is limited to the following ranges:

Vice President, Provost or Dean	up to \$15,000
Associate or Assistant Dean	up to \$12,000
Director	up to \$9,000
Chairperson*	up to \$9,000

*Excluded from collective bargaining unit

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

The President may approve an increase in the amount of a stipend during the term of appointment or upon appointment to a subsequent term, subject to approval by the Chancellor if the stipend will exceed the maximum for the range or if required for the level of the resulting salary. Stipends are not affected by across-the-board increases.

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

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

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

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

Rank Minima

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

Payment of Salary

Non-represented faculty and salaried staff members normally receive salary payments in twelve equal monthly installments regardless of the length of work year. University policy requires all employees to have their paycheck deposited directly to a bank or other financial institution through the use of electronic funds transfer. On-line self-service may be used to maintain direct deposit information and to review information regarding paychecks and leave balances.

Methods of Computing Salary

If personnel transfer from a fiscal year appointment to an academic year appointment for the same position, the academic year salary is to be established at 83.3% of the fiscal year salary. Personnel changing from an academic year basis to a fiscal year

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

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

SCHEDULE REDUCTION

MUTUAL AGREEMENT FOR TEMPORARY REDUCTION IN WORK SCHEDULE

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

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

VOLUNTARY SCHEDULE REDUCTION

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

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

the requisite service, to employees whose positions are reduced from full-time to part-time for program or budget reasons.

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

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

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

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

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

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

Retirement: Contributions to the retirement plan will be made in the percentages applicable to full-time regular employees. Contribution amounts shall be based on the reduced salary.

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

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

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

One year of service in a half-time status will count as one half year toward the probationary period.

Other Benefits: Employees with a reduced schedule will continue to be eligible for supplemental life insurance, spousal/domestic partner and child life, vision insurance, group automobile and homeowner's insurance, tax deferred annuities, short term disability, and Flexible Spending Accounts.

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

TENURE **(See also Non-Represented Faculty)**

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

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

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

7/9/90

Procedures for Awarding Tenure

1. Each new appointee should receive a letter of appointment that includes, as a minimum, such data as:
 - a. academic rank and/or title of position;
 - b. general duties to be performed;
 - c. beginning and ending dates of appointment;

- d. type of appointment - probationary, temporary;
- e. indication of amount, if any, or prior service to be counted toward probationary period;
- f. salary.

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

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

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

5. At the time of initial appointment, exceptionally qualified individuals may be awarded tenure at the rank of full professor, with the approval of the appointment by the Trustees. In other cases, as the institutions deem appropriate, full professors may receive an initial appointment without tenure but, with Trustee approval at the time of their appointment, may be given the opportunity to apply for tenure during the second year of their appointment.

6. Tenure shall not be awarded ordinarily below the associate professor level or its equivalent.

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

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

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

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

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

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

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

1. the nominee will have been accepted by an appropriate academic department and accorded faculty rank, at the time of the appointment as academic dean;
2. the nomination will have been duly evaluated through the campus' tenure processes.

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

TERMINATION OF APPOINTMENT

General

Except as provided pursuant to appointment policies described in the Appointment and Evaluation Practices section of this Handbook, non-represented faculty and salaried staff serve at the discretion of the Board of Trustees and their designees and may be terminated at will and at any time with or without cause. Notices of termination normally

will be given except in cases of termination for cause or at the conclusion of a fixed-term appointment.

Discontinuance Due to Financial or Program Reasons

Non-represented faculty and salaried staff who are discontinued from University employment due to the elimination of their position for financial or program reasons shall receive notice and/or pay in lieu of notice and severance pay based on length of continuous regular University service as of July 1, 2010.

Tier 1 – Employees hired before July 1, 1995

Length of Service (completed years)	Notice	Severance	Total
14 – 15 years	6 months	6 months	12 months
16 – 17 years	6 months	7 months	13 months
18 – 19 years	6 months	8 months	14 months
20 – 21 years	6 months	9 months	15 months
22 – 23 years	6 months	10 months	16 months
24 – 25 years	6 months	11 months	17 months
26+ years	6 months	12 months	18 months

Tier 2 – Employees hired July 1, 1995 – June 30, 2005

Length of Service (completed years)	Notice	Severance	Total
5 years	4 months	1 month	5 month
6 – 8 years	4 months	2 months	6 months
9 – 11 years	4 months	3 months	7 months
12 – 14 years	4 months	4 months	8 months
15 – 19	4 months	5 months	9 months
20+ years	4 months	6 months	10 months

Tier 3 – Employees hired July 1, 2005 or later

Length of Service (completed years)	Notice	Severance	Total
Less than 2 years (after probationary period)	2 months	½ month	2 ½ months
2 – 4 years	2 months	1 month	3 months
5 - 11 years	3 months	1 month	4 months
12 – 20 years	3 months	2 months	5 months
21+ years	3 months	3 months	6 months

One-half of the number of months of severance pay and/or pay in lieu of notice for which the employee is eligible will be paid as a lump sum payment at the time of termination. For this purpose, the number of months to be paid as a lump sum will be rounded to the next full month if a fraction. Severance pay or pay in lieu of notice which is paid as a lump sum will be unaffected by future employment with the University. The remainder of the severance pay shall be paid on a monthly basis for the number of months remaining in the severance pay period. If the employee is re-employed by the University during this portion of the severance pay period, remuneration for severance pay in any pay period shall be reduced by the amount of salary paid in the position in which re-employed. Severance payments shall include the University's contribution to the retirement plan and deductions for the employee's contribution to the retirement plan shall be made from the severance payments.

When an employee is discontinued from university employment due to financial or program reasons, the employee will retain continuous, regular university service if re-employed within a one-year period after the effective date of termination. This provision does not apply to employees who have not yet completed the probationary period or who have a fixed-length appointment. University service will continue for all benefits except for determination of notice and severance for any future discontinuation. For purposes of notice and severance in the event the employee's employment is discontinued in the future, university service will begin with the date of re-employment. When an employee who has been discontinued is rehired during the one-year period, it is the employee's responsibility to notify the University that s/he is eligible for continuous, regular university service.

If the position held by the employee prior to discontinuation is restored, the employee may be rehired without a search solely at the discretion of the university. The discontinued employee is eligible to apply for any other position along with all other applicants and has the status of an internal non-represented candidate. The employee is responsible for notifying the University of his/her status as an internal applicant.

When an employee is rehired during the one-year period after discontinuation, the disability leave balance as of the date of termination will be restored. No annual leave balance will be restored because annual leave is paid out at the time of termination. Future annual leave accruals will be at the rate applicable to the employee's total continuous, regular service.

Employees with soft money appointments shall have no right to any reappointment beyond the length of the funding except as provided in this Section. Employees in soft money appointments whose position is eliminated due to the discontinuation of external funding shall be notified as soon as possible and shall receive the following amounts of economic assistance in a single lump sum payment at the time of discontinuance:

3 through 5 years of service	\$2,000
6 through 9 years of service	\$3,000
10 or more years of service	\$4,000

Employees who are discontinued and who have completed twenty (20) or more years of continuous, regular University service may continue to participate in the University's group health plan if they were in the plan before being discontinued. The employee pays the full premium for personal and dependent coverage.

At-Will Discontinuance

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

Non-represented salaried employees whose employment is discontinued for such reasons will receive notice based on length of continuous regular service as of July 1, 2010 as follows:

Length of Service (completed years)	Tier 1 – Employees hired before July 1, 1995	Tier 2 – Employees hired July 1, 1995 – June 30, 2005	Tier 3 –Employees hired July 1, 2005 or later
During probationary period	Not specified	½ month	½ month
Less than 4 years (after probationary period)	Not specified	1 month	½ month
4 years	4 months	3 months	1 month
7 years	6 months	3 months	2 months

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

OTHER POLICIES

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

ACCESSIBILITY: The University of Maine System's Commitment to People with Disabilities

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

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

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

- A student with a hearing impairment who needs a note taker or qualified interpreter in class.
- A student with a learning disability who needs additional time to complete an exam.
- A visually impaired job applicant who needs assistance to complete a job application.

- A full-time employee returning from a medical leave who asks to work part-time for medical reasons relating to a disability.
- A person who needs the graduation ceremony to be held in wheelchair accessible facilities.

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

A supervisor or faculty member must not deny an accommodation request without consulting with the Equal Opportunity Director and carefully following University procedure. All requests for accommodation must be carefully documented.

Note: The University's Procedure for Accommodating Individuals with Disabilities is available from the university Equal Opportunity Director or at www.maine.edu/system/hr/eo/php.

EQUAL OPPORTUNITY

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

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

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

Procedures:

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

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

Rev. OHR 1/06

SEXUAL HARASSMENT

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

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

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

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

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

To assure that power is not abused and to maintain an environment free of sexual harassment, a faculty or staff member must eliminate any current or potential conflict of interest by removing himself or herself from decisions affecting the other person in the relationship. Decisions affecting the other person include grading, evaluating,

supervising, or otherwise influencing that person's education, employment, housing, or participation in athletics or any other University System activity.

Definitions:

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

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

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

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

Procedures:

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

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

Rev. 9/04

FINANCE AND PURCHASING

CELLULAR TELEPHONE ACQUISITION AND USE Administrative Practice Letter VII-D

General:

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

Each university and the System Office should assign a central person or office the responsibility for coordination of cell phone acquisition and use. Each university and the System Office must have policies and procedures for ensuring cell phones are only issued to authorized users, use is appropriate, appropriate reimbursements are made,

and cell phone users and their supervisors or other appropriate personnel are informed about the requirements of [APL VII-D](#). Such procedures may also address other issues, such as acquisition of phone equipment, provision of hands free devices where necessary, review and approval of billing statements, and instruction on what to do in case a phone is lost or stolen.

Contract Authority

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

Only the System Purchasing Agent, chief financial officers, or their designees are authorized to approve cell phone contracts on behalf of the University.

Use of Cell Phones

As with all university resources, employees are expected to responsibly use cell phones. Irresponsible or other misuse of cell phones will result in revocation of the phones and possibly disciplinary action.

University cell phones are provided for necessary, official university business purposes. The University, however, recognizes that because of the often unpredictable nature of university business, employees may need to occasionally phone family members or significant others. Such calls are considered business related and are allowable but employees should keep the length and number of such calls to a minimum.

Cell Phone Safety and Security Guidelines

Employees should safely use cellular phones following these guidelines whenever possible:

- Use of a cell phone while operating a motor vehicle is distracting and may impair proper operation of the vehicle. The employee should endeavor to acquire and use a hands free device or stop the vehicle to use the phone. In all cases, proper operation of the motor vehicle shall take precedence over use of the cell phone.
- Be aware that use of cell phones while operating a vehicle may be illegal in some states, cities, or other localities. Employees cited for illegal use of cell phones will be responsible for any resulting fines.
- Do not place the phone or equipment on the dash board or in any other dangerous position such as in the air bag deployment area, as serious injury or death may result.

- Cell phones should not be used when vehicles are being fueled or while performing dangerous activities.
- Cell phone conversations are not private or secure.
- Employees should take precautions to avoid acts of vandalism and/or theft, such as locking unattended vehicles and keeping cell phones out of view.
- Employees should be familiar with the operation of the cell phone and program frequently called and emergency numbers to minimize dialing.

Reimbursement for Calls on Personal Cell Phones

When employees make necessary university business calls from personal cell phones, reimbursement may be requested using a check request or other appropriate form specified by the particular university.

Employees must identify the business expenses on the detailed cell phone bill and submit the original bill with the request for reimbursement. Where an employee also needs the original receipt for tax or other purposes, the supervisor may accept a copy.

Each university and the System Office will use a reasonable method to calculate reimbursement of university calls made on personal cell phones.

Complete Guidelines for the University policy on cellular telephones are included in the University of Maine System APL VII-D.

OFT 5/03

MOTOR VEHICLE ADMINISTRATION AND GUIDELINES

Administrative Practice Letter II-B

I. GENERAL

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

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

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Rev. 1/10/00

PURCHASING CARDS Administrative Practice Letter VII-C

Overview

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

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

Rev.8/3/09

TRAVEL AND EXPENSE PROCEDURES

Administrative Practice Letter IV-B

I. GENERAL

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

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

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

II. APPROVAL OF TRAVEL

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

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Rev. 11/4/09

USE OF PERSONAL VEHICLE

Employees who are authorized by the University to use their personal vehicle for assigned non-campus University business in accordance with University travel policy shall be reimbursed at the same rate per mile as paid by the State of Maine. Full-time employees who exceed 8,000 miles during a fiscal year will be reimbursed at the current IRS rate.

HEALTH AND SAFETY

CAMPUS VIOLENCE

The University of Maine System takes pride in its tradition of maintaining a safe learning and working environment. Civility, mutual respect toward all members of the University community, and a safe campus are essential for effective teaching, learning, and work performance. The University is committed to the goals of civility and mutual respect and to providing a safe environment in its operations and activities.

The University will not tolerate acts of violence against or by any member of the University community, including students, faculty, staff, and visitors, that occur in University offices, classrooms, residence halls, facilities, worksites, vehicles, or while a University employee is conducting University business or a student is participating in curricular or co-curricular activities on or off-campus. The University will provide educational information about, take reasonable measures to prevent, and respond to

incidents of campus violence. The University seeks to support members of the University community who are victims of campus violence and to reduce the impact of violence on student and employee well-being and productivity.

As part of this policy, the University will not tolerate domestic violence in the workplace or educational setting, including harassment and violent or threatening verbal or physical behavior that may result in injury or otherwise places one's safety and productivity at risk. The University is committed to assisting members of the University community who are victims of domestic violence. All faculty, staff, and students need to take seriously the problem of domestic violence and its effect on campus. Domestic violence affects people from all walks of life and can adversely affect the well-being and productivity of faculty, staff, and students who are victims, as well as co-workers and others. Other campus effects of domestic violence may include increased absenteeism, turnover, and health care costs.

Any member of the University community who violates this policy or uses any University resources to threaten or harass another person may be subject to disciplinary action, up to and including termination for employees, expulsion for students, and/or civil and criminal prosecution. Alleged violations by students will be referred to the Student Judicial Officer under the Student Conduct Code. A visitor who violates this policy may be removed from the property and reported to police authorities.

Any person who experiences, witnesses, or has information about an alleged threat or violent act on campus, at a university facility, or while engaging in university-related activities is strongly encouraged to immediately contact the university official designated by the President. All supervisors and administrators must immediately contact the designated university official to report such alleged threats or violent acts. An individual who has experienced violent or threatening behavior is urged to seek support from a trusted person, which does not obligate either person to file a formal report. All reports of incidents will be appropriately investigated. The university will promptly report instances of violence on campus to appropriate law enforcement agencies, as required, and fully cooperate with local law enforcement agencies during any investigation.

Each university maintains and enforces a policy regarding possession of weapons in university facilities, vehicles and activities.

11/17/08

ENVIRONMENTAL AND SAFETY POLICY

Policy Statement:

The University of Maine System is committed to protecting the environment and the health and safety of all members of the University community in its operations and activities. We further recognize an obligation to demonstrate safety and environmental

leadership by maintaining the highest standards and serving as an example to our students as well as the community at large.

Procedures

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

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

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

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

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

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

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

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

The Chancellor or a delegated representative is authorized to review plans developed by individual campuses or other organizational units to assure compliance with this policy.

To assist campuses in complying with this policy, further information is provided in [APL II-E](#) located on the University of Maine System Safety and Environmental website. This APL provides procedures to support the Board of Trustees Environmental and Safety Policy to protect the environment, the health and safety of all members of the University community, and to demonstrate environmental and safety leadership. All universities and administrative units within the University of Maine System are required

to set the practices necessary to establish an environmental and safety management system to meet the institutional commitment described in this policy.

Rev. 1/13/03

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 Office if you have any questions concerning this policy.

SUBSTANCE ABUSE

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

1/89

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.

PATENTS AND COPYRIGHTS

Board Policy:

I. INTRODUCTION

The University of Maine System is a public institution devoted to teaching, research, service and other scholarly activities. Its personnel, including faculty, staff, students, fellows, wage-payroll employees, and persons on "visiting" appointments, carry on research and other activities supported by the University System from their own resources and/or by contracts or grants with outside sponsors. This document defines and establishes the respective rights, equities and obligations of the university and its scholars and employees to any copyrightable or patentable materials, inventions or discoveries (hereinafter referred to as intellectual property), resulting from their work.

II. PURPOSE

Universities are major sources of knowledge. New knowledge enriches humankind and underlies new products and processes essential to economic competitiveness. In this context, facilitating the process whereby university creative and scholarly works may be put to public use and/or commercial application (i.e., “technology transfer”) is an important aspect of the service mission of the universities that comprise the University of Maine System. In turn, the protection of concepts with commercial potential (inventions or creations) is an essential aspect of the technology transfer process. Without such protection, companies are unlikely to invest the funds required to commercialize new technology.

In recognition of this mission, the University of Maine System has developed the policy herein regarding Intellectual Property Rights. The purpose of this policy on intellectual property is to provide the necessary incentives and protections to encourage the discovery and development of new knowledge, and its application and transfer for the public benefit. In so doing, the University is guided by the following goals:

- (i) To enhance and protect the educational, research and service missions of the Universities that comprise the University of Maine System;
- (ii) To protect the interests of the people of Maine and those of the University of Maine System;
- (iii) To optimize the environment and incentives for research and scholarship, and for the creation of new knowledge within the University of Maine System;
- (iv) To bring the fruits of scholarship into use for the benefit and enjoyment of society as quickly and effectively as possible; and
- (v) To recognize and protect the interests of the public; of individual creators of novel concepts, inventions, and materials; of the University; and of sponsors of research and scholarship.

The Full Statement of Policy Governing Patents and Copyrights is available at www.maine.edu/pdf/intprop.pdf:

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- V. Agreements with Sponsoring Organizations
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2/22/02

PART TWO: EMPLOYEE BENEFITS

DOMESTIC PARTNER BENEFITS

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

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

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

FLEXIBLE SPENDING ACCOUNTS

Employees who work at least half-time may enroll in a Health Care and/or Dependent Day Care Flexible Spending Account (FSA). FSA's allow the employee to set aside money from his or her paycheck before taxes are withheld and are designed to let participants pay for eligible expenses with before-tax dollars. Claims for eligible health care or dependent care expenses are reimbursed by the University's flexible spending account administrator, CBA/EBPA. Reimbursements are tax free.

There is an Open Enrollment period each year for Flexible Spending Accounts. New employees may enroll within 30 days of starting work. More information on the FSA program is available from the university Human Resources/Benefits Office or at www.maine.edu/system/hr/bene.php.

HOLIDAYS

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

Holidays observed by the University are:

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

Employees will not receive holiday pay if the employee is on Unpaid Leave of Absence, layoff or receiving Workers' Compensation.

INSURANCE

The following categories of employees are eligible for most insurance programs:

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

However, specific programs may have different eligibility requirements. Refer to the plan booklets and consult with your Human Resources/Benefits Office for specific eligibility provisions. Brochures describing the University group health and dental plans are available from your campus Human Resources/Benefits Office or at www.maine.edu/system/hr/bene.php.

DENTAL INSURANCE

The University provides dental insurance for the employee and coverage is available for eligible dependents. The University pays the full cost of this insurance for full-time regular employees; dependent coverage is available at the employee's cost. Part-time

regular employees are eligible for dental insurance, the cost of which is paid by the employee.

Note: Separate brochures describing the Comprehensive Group Health, Point of Service Group Health and Dental plans are available from the Human Resources Benefits Office at each university or at www.maine.edu/system/hr/bene.php on the [University of Maine System Benefits Homepage](#).

GROUP HEALTH COVERAGE

University Group Health Plans

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

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

More information about the Group Health Plans is available at www.maine.edu/system/hr/bene.php.

Federal Health Insurance

Some non-represented Cooperative Extension faculty and salaried employees may be eligible to participate in one of the Federal health insurance plans as an alternative to participation in the University's group health plan. Information regarding these options is available from the Cooperative Extension Administrative Office at the University of Maine.

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

Employees who retire from University service may retain group health coverage. Retirees pay the full health plan premium unless they are eligible for the premium contribution described below. Retirees are employees who are at least age 55 and have ten or more years of continuous full-time regular service immediately preceding retirement.

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 are provided group health

coverage with the retiree's cost and one-half of eligible dependents' costs paid by the University. This coverage is also extended to those former employees in the plan receiving benefits under the System's long-term disability (LTD) insurance and to widows/widowers of University employees and retirees.

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

<u>Length of service</u>	<u>Retiree's share</u>
10 years and less than 20 years	15% of the premium
20 years and less than 30 years	10% of the premium
30 years or more	7% of the premium

The retiree or former employee receiving LTD benefits will pay one-half of the cost for coverage of any eligible dependents. If the former employee receiving LTD benefits has less than 10 years of service, the premium will be the same as for those with at least 10 years and less than 20 years of service.

Retirees who retire on or after April 1, 2008 and former employees receiving LTD benefits will have a one-time election to cease coverage under the health plan and later elect to reenroll for coverage, provided reenrollment for coverage occurs no later than ninety (90) days after becoming eligible for Medicare and the retiree or former employee receiving LTD benefits documents continuous coverage for self and dependents during the period for which they were not covered in the UMS Group Health Plan.

Medicare

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

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

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.

LIFE INSURANCE

Basic Life Insurance

Eligible employees are automatically provided term life insurance at no cost to themselves. This program excludes those who hold Federal appointments and participate in the Federal life insurance 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 time the employee turns 65, this insurance is reduced to 65% of the former level of coverage.

Eligible part-time temporary faculty members who are teaching two or more courses in a semester may request \$5,000 of basic life insurance coverage, which is provided at no cost.

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

Accidental Death and Dismemberment Insurance

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

Seat Belt Provision

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

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

Optional Term Life Insurance

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

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

Employees are also eligible to purchase additional group term life insurance for their spouse or eligible domestic partner and dependent child(ren). The employee assumes the cost of this insurance.

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

Voluntary Accidental Death and Dismemberment Insurance

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

Please refer to the [Summary of Benefits](#) or contact your University Human Resources/Benefits Office for more detailed information on this insurance.

Federal Life Insurance

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

LONG-TERM DISABILITY INSURANCE

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

Employment normally ceases at the end of the six month waiting period and when disability insurance payments begin. The coverage provides a monthly income once total or partial disability for an extended period of time has been established.

The plan has a pre-existing condition provision. For further information contact your university Human Resources/Benefits Office or refer to the Summary of Benefits.

SHORT-TERM DISABILITY INSURANCE

Eligible employees may elect the optional short-term disability plan. This plan provides income when a covered employee becomes disabled and unable to work full or part-time for more than two weeks, due to non-occupational accident or sickness. The employee pays the cost of this program.

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

TRAVEL INSURANCE

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

LEAVES

ADMINISTRATIVE HOLIDAYS AND ADMINISTRATIVE LEAVES

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

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

Employees will receive their normal salary for the period of the administrative holiday or leave.

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

ANNUAL LEAVE

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

Part-time non-represented salaried employees and full-time non-represented salaried employees with appointments of less than 12 months shall receive and use annual leave on a prorated basis.

Salaried employees whose appointments do not require work during periods when the university student population is absent are not eligible for annual leave. Non-represented faculty with academic year appointments are not eligible for annual leave.

BEREAVEMENT LEAVE

Employees will be granted a maximum of five (5) paid work days of leave in the event of a death in their immediate family or household. For the purpose of this paragraph only, if additional time away from work is needed, an employee may use additional accumulated disability leave with supervisory approval.

For the purpose of this leave "immediate family" is defined as spouse, significant other, children (or person for whom the employee acted as a parent), parents (or person who acted as the employee's parent when the employee was a child), grandparents, grandchildren, sisters, brothers, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

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

DISABILITY LEAVE
(See also Unpaid Leave for Personal Illness)

Full-time regular non-represented salaried employees accrue disability leave at the rate of 1 2/3 days per monthly pay period within the employee's work year. To receive the accrual for any month the employee must be in pay status for one-half or more of the monthly pay period. For record keeping purposes leave balances may be maintained in hours, with a full-time day equal to 8 hours.

Full-time non-represented faculty accrue disability leave at the rate of 1 2/3 days per monthly pay period. To receive the accrual for any month the employee must be in pay status for one-half or more of the monthly pay period. For record keeping purposes leave balances may be maintained in hours, with a full-time day equal to 8 hours

Part-time regular non-represented faculty and salaried employees earn and use disability leave on a prorated basis.

Upon approval of the university Presidents or their designees, disability leave with pay may be extended in exceptional circumstances beyond the amounts accumulated. Upon the employee's return to work, the amount of disability leave advanced shall be repaid 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 shall be repaid by the employee at the time of termination.

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

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

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

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

If the chief administrative officer believes that an employee is unable to perform assigned duties due to illness or injury, the chief administrative officer may remove the employee from the assigned duties and require the employee to submit to a medical examination by a physician chosen and paid by the University or, if the employee

desires, by a physician chosen and paid by the employee who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the employee is unable to perform assigned duties, the chief administrative officer shall place the employee on compulsory disability leave at which time the employee shall be notified in writing of the conditions under which the employee may return to work. An employee who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for long-term disability benefits must be made if the medical prognosis indicates a disability of qualifying duration.

If the employee is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or annual leave, or is approved for long-term disability, based on a current medical certification obtained as described above, the chief administrative officer may after consultation with the employee:

- a. extend the leave without pay pending determination of eligibility for long-term disability benefits; or
- b. extend the leave without pay for up to one year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

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

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

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

An employee receiving long-term disability (LTD) payments who is able to work on a part-time basis shall be allowed to use accrued disability leave to supplement the difference between the LTD payments received and the employee's regular salary.

DISABILITY LEAVE FOR FAMILY EMERGENCIES AND ILLNESSES

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

Information about family leave policies may be found at www.maine.edu/system/hr/fmlapol.php.

EDUCATIONAL AND PROFESSIONAL DEVELOPMENT LEAVE WITH PAY (See also Unpaid Leave for Educational Purposes)

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

1. Educational/professional development leave will not ordinarily be granted for the specific purpose of completing degrees.
2. Full and part-time regular non-represented salaried staff who have had a professional responsibility at one of the University of Maine System institutions for six consecutive years shall be eligible to apply for educational/professional development leave. Upon completion of the first educational/professional development leave, subsequent applications may be filed after each additional six year period of employment.

Professional development leaves cannot be banked to provide for a paid leave of more than six months, e.g., not 18 months leave after 18 years of service.

3. Compensation during the leave shall include appropriate contributions made by the University to retirement and insurance programs.
4. Eligibility for salary increases for persons on educational/professional development leave will not be affected by the leave.
5. Annual and disability leave for which an individual is eligible shall continue to accrue on a pro rata basis during the period of the educational/professional development leave.
6. An employee who is granted educational/professional development leave must agree prior to the commencement of leave either to return to employment at the University at the conclusion of the leave for a period equal to the length of the leave,

or to return to the University the salary received during the leave if the employee does not return. Any agreement to the contrary must be in writing prior to commencement of the leave.

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

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

Advanced Degree Policy

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

FAMILY AND MEDICAL LEAVE

All universities of the University of Maine System are covered under the federal Family and Medical Leave Act (FMLA) and the Maine Family Medical Leave Act (which together are referred to as the FMLA). In order to be eligible to take a leave under the federal FMLA, an employee must work for the University for at least twelve months (not necessarily consecutive) and provide at least 1,250 hours of service in the twelve months prior to the date the leave commences. An employee who worked less than 1,250 hours may qualify for a leave under the Maine Family Medical Leave Law.

Under federal law, the University must approve up to 12 weeks of leave in any one-year period for the birth, adoption, or foster care placement of a child, or for the serious health condition of the employee or an immediate family member. After 12 months, the employee is eligible for another 12 weeks of leave. State law entitles the employee to up to 10 weeks of FMLA leave in each two-year period.

Available accrued paid disability and annual leave must be used before an employee is placed on unpaid family/medical leave (except that up to one week of annual leave may be held in reserve).

During an approved family/medical leave, group health and dental plan coverage continues on the same terms as for similar employees on active status. Health care coverage during any unpaid leave that extends beyond the FMLA period (12 weeks for federal FMLA, 10 weeks for state) is at the employee's expense.

This is a summary of a complex law. For further information or to request an FMLA leave, visit www.maine.edu/system/hr/fmlapol.php or contact the university Human Resources Office.

Family/medical leave is also available to an employee who is a victim of violence, stalking, or sexual assault. Maine law requires employers to grant reasonable and necessary leave from work, with or without pay, to an employee needing leave for court proceedings, medical treatment or crisis intervention. The law does not set a maximum amount of leave time or require the employer to provide paid leave, health insurance or other benefits during the leave period. A leave may be denied under certain circumstances.

An employee will not be subject to discrimination for taking family/medical leave provided under the law.

MILITARY SERVICE

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

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

An employee who is called to active duty for more than 17 days must give notice to the supervisor and will be granted a leave of absence for the period of active service. If the active service is for less than 31 days the University will continue health coverage at the same employee contribution rate. Following a period of service of 31-180 days, the employee must apply for reemployment within 14 days following release. Following a period of service of 181 days or more, the employee must apply for reemployment within 90 days after release.

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

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

SABBATICAL LEAVE

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

UNPAID LEAVE

Unpaid Leave for Educational Purposes (see also Educational and Professional Development Leave With Pay)

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

Unpaid Leave for Personal Illness (see also Disability Leave)

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

Unpaid Leave for Personal Reasons

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

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

WITNESS LEAVE AND JURY DUTY

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

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

RETIREMENT PLAN

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

Social Security (Federal Old Age and Survivors Insurance)

Participation in this program is mandatory for all University employees with the exception of those Cooperative Extension employees who were enrolled in a Federal retirement program prior to January 1, 1984. Currently, the University and the employee each contribute 7.65% of base salary, up to a maximum of \$106,800 for 2010. Above that amount the rate drops to 1.45% of the base salary. The percentage and maximum are periodically determined by Congress. In addition to monthly benefits at retirement, Social Security provides disability and survivors' insurance protection. Upon request, the Social Security Administration will issue a summary of the status of an account.

Retirement Plan for Faculty and Salaried Employees

UMS offers employees a choice of retirement plan vendors. All full-time faculty and salaried employees must participate in the plan from the first day of the month following their employment or attainment of the thirtieth birthday, whichever occurs later, except for employees hired at age 60 or older, for whom this program is optional. Full-time regular faculty and salaried employees under age 30 may elect to participate. Part-time regular salaried employees who have the equivalent of five years of full-time regular continuous University service, part-time faculty who have the equivalent of five years of full-time regular continuous University service, and part-time temporary faculty with 25 or more service units may also participate in the retirement plan. Contributions are made by both the University and the employee. Currently the University contributes 10% of the employee's base salary and employees contribute 4% of base salary. For salaried employees hired January 1, 2010 and later, there is a 5 year vesting period. Employees who leave university service prior to attaining the vesting service will have no right to employer contributions made during the vesting period.

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

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

Brochures regarding to the retirement plan are available from the Human Resources/Benefits Office at each university.

Federal Civil Service Retirement Programs

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

Voluntary Tax Sheltered Annuities

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

Partial/Phased Retirement (PPRP)

A. Eligibility

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

B. Application and Approval Procedures

1. An employee who wishes to participate in PPRP must submit a written, individual application in accordance with applicable university procedures.
2. Applications shall be reviewed by university staff in accordance with university administrative procedures. If it is not the President's recommendation that an application be approved, the application will in any event be forwarded to the Chancellor or Chancellor's designee for review. If it is the university President's recommendation that an application should be approved, a proposed agreement for participation, including workload and salary reduction terms, and other details applicable to the individual, shall be prepared in writing and forwarded to the Chancellor or Chancellor's designee.
3. Such proposed agreements shall be reviewed by and subject to the approval of the Chancellor or Chancellor's designee(s).
4. An employee may withdraw the application or request to modify it at any time prior to final approval or disapproval of the proposed agreement.
5. After final approval of a proposed agreement, participation in the PPRP shall be revocable only by mutual consent of the employee and the University.

C. Rights and Obligations of Program Participants

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

2. Employee benefits for participants shall be treated as follows:

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

3. Faculty who have tenure or a continuing contract at the commencement of their participation in the PPRP shall retain such appointment status while participating in the PPRP.

4. Eligibility for any future salary increases which may be granted to non-represented faculty and salaried employees shall be unaffected by participation in the PPRP.

5. Employees who participate in the PPRP may at their option elect to receive their annuity or pension from the University retirement plan or the Federal retirement system. For employees in the Federal retirement system, salary and annuity amounts are paid subject to applicable laws and regulations.

D. General Provisions

1. The "normal retirement age" shall remain age 65 for other purposes.
2. The PPRP shall be independent of the current Incentive Retirement Plan (IRP). Eligibility to participate in the IRP shall be unaffected by participation in the PPRP. If an employee in the PPRP elects to participate in the IRP, computation of the incentive shall be based on the reduced salary at the time of retirement increased on a proportionate basis to full-time salary for the individual.
3. Participation in the PPRP may extend beyond the age of 65.

Incentive Retirement Plan

Non-represented salaried employees, excluding non-represented faculty other than Law Faculty, whose employment in any full-time regular continuous capacity began prior to July 1, 2006 and who participate in the University of Maine System Retirement Plan for Faculty and Professional Employees may choose to retire at any age after 55 if they have at least 10 years of continuous, fulltime equivalent regular University service immediately prior to retirement. If the retirement application is approved, a lump sum contribution is made to the employee's retirement account. The lump sum is calculated at 1 1/2% times completed years of continuous full-time equivalent regular service immediately prior to retirement (up to a maximum of 27 years) times the final annual base salary. Individuals hired on or after July 1, 2006 are not eligible to participate in the Incentive Retirement Plan.

This Incentive Retirement Plan is also available to eligible non-represented faculty, excluding Law Faculty, who were initially employed prior to July 1, 1996 and who participate in the University of Maine System Retirement Plan for Faculty and Professional Employees.

The lump sum incentive payment shall be deposited in the employee's basic University of Maine System Retirement Plan for Faculty and Professional Employees retirement account up to the maximum amount determined by regulations of the Internal Revenue Service (IRS). Any remaining amount shall be deposited in the employee's basic retirement account in the next January following the date of retirement up to the maximum possible in accordance with IRS regulations. Any remaining balance shall be deposited in the employee's basic retirement account in the following January, in accordance with IRS regulations.

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

TUITION WAIVER

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

- A. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating employees.
- B. Employees and dependents must meet any course prerequisites.
- C. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment. Employees shall not be charged separately identified admission, student health or student activity fees for courses taken under this program.
- D. Minimum enrollment requirements established by any University as a necessary condition for offering a course shall not count employees toward the number of students required to guarantee the offering of such course. For summer courses which are self-supporting, dependents who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment.
- E. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the University.
- F. Participation in the tuition waiver program by employees and dependents will be as follows:
 - 1. Full-Time Regular Employee Tuition Waiver:
Employees may take courses not to exceed a total of eight (8) credit hours per semester and in the summer.
 - 2. Part-Time Regular Employee Tuition Waiver:
Employees may take courses not to exceed four (4) credit hours per semester and in the summer.

3. Dependents of Full-Time Regular Employees:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System shall be eligible for a tuition waiver of 50%.
 4. Dependents of Part-Time Regular Employees:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.
 5. Dependent Tuition Waiver for Summer Courses:
Dependents of full-time employees enrolled either full-time or part-time matriculated will receive a 50% tuition waiver and dependents of part-time employees enrolled either full-time or matriculated part-time will receive a 25% tuition waiver for up to two summer courses, as long as the dependent was either a full-time or part-time matriculated student during the full previous academic year within the University of Maine System.
 6. Dependent Tuition Waiver for Graduate Students:
Dependents of full-time regular employees who are matriculated students shall be eligible for a waiver of 50% tuition for courses taken as part of an approved program of study for the degree. Dependents of part-time regular employees who are matriculated students shall be eligible for a waiver of 25% tuition for courses taken as part of an approved program of study for the degree when space is available.
- G. In no event shall a tuition waiver exceed 50% tuition for a dependent of a full-time regular employee or 25% tuition waiver for the dependent of a part-time regular employee. Employee and dependent waivers can not be additive.
- H. Requests by an employee to take a course during his or her normally scheduled work hours shall be subject to supervisory approval. Such requests shall not be unreasonably denied. In the event that approval is granted, the supervisor must make arrangements for the employee to make up time which was missed from work unless the employee is approved to take a leave without pay or annual leave for this purpose.
- I. This benefit shall not be applicable when an employee is on an unpaid leave of absence of more than 90 days (except for military call-up), long-term disability or Workers' Compensation. In the event an employee has begun a course and one of the above situations occurs, the employee shall be permitted to maintain enrollment at no cost until the end of the semester.
- J. Any employee or dependent who receives a scholarship or work study funds from any source shall have the tuition waiver applied first and then the amount of the scholarship and/or work study funds.
- K. When an employee is terminated through participation in the University's long-term disability program and has twenty (20) or more years of University service, or dies, or retires, or is laid off, the dependent of that employee who is enrolled full-time or is

a part-time matriculated student participating in a tuition waiver program at the time of the employee's termination, death, retirement or lay-off shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student either maintains continuous full-time enrollment or part-time matriculation, until completion of the requirements for a degree in which the student is matriculated.

- L. When an employee is called to active military duty, his / her dependents shall be eligible to participate in the tuition waiver program described above.
- M. The dependent children of employees who retire and who have 20 years of University service shall be eligible to participate in the tuition waiver programs as described throughout above.
- N. For two years following the effective date of layoff, an employee who has been laid off shall be eligible for the employee tuition waiver benefit described above.
- O. The value of tuition waiver may be taxable income in some situations, in accordance with the rules and regulations of the Internal Revenue Service.

Dependent Tuition Payroll Deduction

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

UNEMPLOYMENT COMPENSATION

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

WORKERS' COMPENSATION

An employee injured while at work is covered by Workers' Compensation. This benefit is paid entirely by the University. Employees on Workers' Compensation receive compensation payments and full payment of medical bills.

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

While an employee is receiving Workers' Compensation, annual leave and disability leave will continue to accrue during the first 3 months of illness or injury. Upon the return to work, if eligible, the employee will accrue annual leave and disability leave for that month, if the employee returns on or before the fifteenth of the month. Life insurance, health coverage, and long-term disability coverage continue until the employee returns to work or employment terminates.

If the employee is able and medically certified to return to work within 12 months, the employee may return to a comparable job. If the employee does not return to work after 12 months from the date of injury, employment is terminated.