

UNIVERSITY OF MAINE SYSTEM



HANDBOOK FOR UNIVERSITY SUPERVISORS AND CONFIDENTIAL EMPLOYEES

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AVAILABILITY OF ALTERNATE FORMAT

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

THE OFFICE OF HUMAN RESOURCES

University of Maine System

65 Texas Avenue

Bangor, ME 04401-5106

(207) 262-7916(Voice)

http://www.maine.gov/rehab/dod/resource_quite/tel_relay.shtml

NON-DISCRIMINATION NOTICE

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

Questions and complaints about discrimination in any area of the University System should be directed to the Director of the Equal Opportunity Center of Excellence, 101 N. Stevens Hall, University of Maine, Orono (207) 581-1226; (711) Maine Relay Service (V/TTY).

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

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

Revised OHR 1/06; 07/2017

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Office of Administrative Services
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UNIVERSITY OF MAINE AT FARMINGTON
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UNIVERSITY OF MAINE AT FORT KENT
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UNIVERSITY OF MAINE AT MACHIAS
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9 O'Brien Avenue
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255-1220 – www.UMM.maine.edu

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

UNIVERSITY OF SOUTHERN MAINE
Division of Human Resources
45 Exeter Street
Portland, Maine 04104
780-5115 – (Human Resources/Labor Relations main number)
780-5500 – (Payroll) – www.USM.maine.edu

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INTRODUCTION

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

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

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

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

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

Changes to this handbook will be made periodically and will be distributed accordingly. The most up to date version is available at <http://www.maine.edu/about-the-system/system-office/human-resources/> on the University of Maine System homepage. For questions or more information about any of these policies, please contact the University Human Resources Office.

PART ONE: PERSONNEL POLICIES

EMPLOYEE DEFINITIONS

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

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

1. **Regular** – An employee is a regular employee if he/she is employed (on a continuing regular basis) in a position which is expected to continue for a period of one year or more. For this purpose, a year is defined as the normal number of months, not fewer than seven, that the position which the employee fills would be in effect in a department or program each year.
2. **Temporary** – An employee is a temporary hourly employee if the employee does not qualify as a regular employee. Temporary employment normally will not continue more than 12 continuous months. While some of the employment policies described in this manual may be applicable to temporary employees, it has been prepared for the purpose of providing information to regular employees. Temporary employees are not eligible for employee benefits except administrative leave, Workers' Compensation, unemployment compensation, voluntary tax deferred annuities and, if working twenty hours or more, travel insurance and Flexible Spending Accounts. Temporary employees may be eligible for health insurance per PPACA. Temporary employees will not receive any pay adjustments except cost-of-living as approved by the Board of Trustees.
3. **Full-time** – An employee is a full-time employee when the employee's regularly scheduled workweek is 40 hours.
4. **Part-time** – An employee is a part-time employee when the employee's normal workweek is less than 40 hours. If the employee's normal workweek is less than 40 hours and the employee has the equivalent of five years of continuous full-time regular service, the employee's appointment will be designated as "Benefits Regular." (See the policy on Voluntary Schedule Reduction.)

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

EQUAL OPPORTUNITY POLICY

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

Policy Statement:

In complying with the letter and spirit of applicable laws and pursuing its own goals of diversity, the University of Maine System does not discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status, gender expression, national origin, citizenship status, age, disability, genetic information, or veterans status in employment, education, and all other programs and activities.

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:

1. *Affirmative action plans for the various institutions and organizational units of the University System must be approved by the University President and Chancellor. Copies of the current institutional plan shall be on file at each University in the Office of Human Resources.*

Rev. OHR 1/06

Rev. OHR 5/2011 – BOT Policy Section 401

SEX DISCRIMINATION, SEXUAL HARASSMENT, SEXUAL ASSAULT, RELATIONSHIP VIOLENCE, STALKING AND RETALIATION

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****Please note:** The reader will find **red text** sections within this document. These sections are specific to each

campus; each campus will have a version of this policy that contains more detailed information specific to that campus. Contact the [Title IX Coordinator](#) on the campus of interest for this information.

I. Policy Statement

The University of Maine System (“the University”) is committed to providing a safe environment which promotes the dignity and worth of each member of the community. In complying with the letter and spirit of applicable laws and in pursuing its own goals of diversity, the University does not discriminate on the basis of sex in employment, education, and all other programs and activities. For this reason, the University will not tolerate sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, or retaliation in any form. All conduct of this nature is considered a violation of this policy.

The University will respond promptly and effectively to complaints and reports of violations of this policy. The University has an obligation to address incidents of sexual harassment that it knows or should know about, even when a complaint or report is not filed. The University will take steps to end and prevent recurrence of violations and to correct their discriminatory effects on the complainant and others. In responding to all complaints and reports, the University will act to ensure the safety of students, guests, and employees while complying with state and federal laws and provisions of applicable collective bargaining agreements and employee handbooks.

II. Overview

It is important that members of the University community understand that the law does not just prohibit violations of this policy against employees by employers. The law also prohibits violations between members of the University community more generally: for example, between an instructor and a student, between two students, or between a student and an applicant or campus guest.

This policy applies to all members of the University community and to third parties, regardless of gender, sexual orientation or gender identity. It applies to all University programs and activities, both on campus and off campus, including, but not limited to, instruction, grading, housing, athletics, electronic communication and employment.

This policy does not substitute for or supersede related civil and criminal law. It is the policy of the University to strongly encourage individuals to report all incidents and violations to law enforcement officials or agencies with appropriate jurisdiction and to avail themselves of all the services and rights to which they are entitled.

Any individual may file a complaint under this policy at any time. However, the University strongly encourages individuals to file complaints promptly in order to preserve evidence for a potential legal or disciplinary proceeding. A delay in filing a complaint may compromise the subsequent investigation. Reporting in a timely way also allows the University to provide all persons involved with information regarding their rights, options, and resources available under this policy and federal or state laws.

All members of the University community are expected to cooperate fully in investigations and other proceedings necessary for the effective execution of this policy.

This policy covers the following information:

- What to do if you are sexually assaulted or are the victim of domestic violence, dating violence or stalking;
- Common terms used in this policy;
- Consent;
- How and where to file a complaint;
- How the University will respond to a complaint;
- Confidentiality;
- Support services and measures that are available;
- Options regarding reporting to Law Enforcement;
- Protection orders;
- Student Amnesty;
- Free Speech and Academic Freedom;
- Off-campus conduct;
- Educational programs;
- External complaints;

- Review and revision of this policy.

III. What to do if you are Sexually Assaulted or Experience Domestic Violence, Dating Violence or Stalking

- Get to a safe location. If you are a student and are unsure where to go or can think of nowhere that is safe at this time, please consider calling your campus Public Safety or Security Department at XXX-XXXX and/or local law enforcement at 911. Campus Residence Life or Student Affairs staff can help with housing arrangements as well.
- Consider asking a trusted friend or relative to be with you for support.
- Seek medical care as soon as possible. You may need basic medical treatment for injuries, and you may have injuries of which you are unaware. You also may be at risk of acquiring a sexually transmitted infection, and women may be at risk for pregnancy. Trained staff at your campus Health Center or the local emergency room can speak with you about all of the medical options available and provide information about a sexual assault forensic examination.
- You may choose to file a report with the local law enforcement agency. Your report puts in place support systems that you may choose to use. The University will provide someone to assist you in filing a report with Law Enforcement if you wish.
- Preserve all evidence of the incident. If you choose to file a report with the police, it is important that you:
 - Do not bathe, wash your hands, brush your teeth, drink, eat, or even use the restroom—all these things can destroy evidence that may be helpful in a criminal investigation; however, if you have done any of these things since the incident, evidence can still be collected;
 - Do not clean or remove anything from the location where the incident occurred;
 - Write down as much as you can recall about the incident and the people involved.
- Seek some form of emotional support. While taking care of your physical needs may be the first step in taking care of yourself, it is important not to neglect the emotions you may be experiencing as a result of the assault, violence or stalking. University counseling services have employees who are specially trained to assist students with recovery and healing. CIGNA EAP services are available for employees at X-XXX-XXX-XXXX
- It is your choice to determine when and in what manner you recover from your trauma. Give yourself the time you need and know that it is never too late to get help.
- KNOW THAT WHAT HAPPENED WAS NOT YOUR FAULT AND YOU ARE NOT ALONE.
- For details about all of the available resources on your campus and in your community, see the campus brochure regarding sexual assault, dating violence, domestic violence and stalking located at <http://www>.

IV. Terms Used in this Policy

A. Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including sexual assault and sexual violence. Sexual harassment, including sexual assault, can involve persons of the same or opposite sex. Consistent with the law, this policy prohibits two types of sexual harassment:

1. **Tangible Employment or Educational Action (quid pro quo):** This type of sexual harassment occurs when the terms or conditions of employment, educational benefits, academic grades or opportunities, living environment or participation in a University activity are made an explicit or implicit condition of submission to or rejection of unwelcome sexual advances or requests for sexual favors, or such submission or rejection is a factor in decisions affecting an individual's employment, education, living environment, or participation in a University program or activity. Generally, a person who engages in this type of sexual harassment is an agent or employee with some authority conferred by the University.
2. **Hostile Environment:** Sexual harassment that creates a hostile environment is based on sex and exists when the harassment:
 - i. Is severe, pervasive, or persistent, and objectively offensive such that it denies or limits a person's ability to

participate in or benefit from the University's programs, services, opportunities, or activities; or

ii. Unreasonably interferes with an individual's academic or work performance.

A hostile environment can be created by anyone involved in a University program or activity, such as an administrator, faculty or staff member, student, or campus guest. Offensiveness alone is not enough to create a hostile environment. Although repeated incidents increase the likelihood that a hostile environment has been created, a single serious incident, such as a sexual assault, can be sufficient.

Determining whether conduct creates a hostile environment depends not only on whether the conduct was unwelcome to the person who feels harassed, but also whether a reasonable person in a similar situation would have perceived the conduct as objectively offensive. The following factors will also be considered:

- a) The degree to which the conduct affected one or more students' education or individual's employment;
- b) The nature, scope, frequency, duration, and location of the incident(s);
- c) The identity, number, and relationships of persons involved;
- d) The nature of higher education.

B. Sexual Assault

Sexual assault means an offense that meets the definition of rape, fondling, incest, or statutory rape.

Rape is the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

Fondling is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.

Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Statutory rape is sexual intercourse with a person who is under the statutory age of consent. All forms of [sexual assault](#) and sexual contact prohibited by Maine law are also included.

C. Dating Violence

Dating violence is violence committed against a person by an individual who is or has been in a social relationship of a romantic or intimate nature with that person. Whether a dating relationship exists is determined based on the reporting party's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence. All forms of dating violence prohibited by Maine law are also included (see [Assault](#)).

D. Domestic Violence

A felony or misdemeanor crime of violence committed —

- (A) By a current or former spouse or intimate partner of the victim;
- (B) By a person with whom the victim shares a child in common;
- (C) By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
- (D) By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred, or
- (E) By any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

All forms of domestic violence prohibited by Maine law are also included (see [Domestic Violence Assault](#), [Domestic Violence Criminal Threatening](#), [Domestic Violence Terrorizing](#), [Domestic Violence Stalking](#), and [Domestic Violence Reckless Conduct](#)).

E. Stalking

Stalking is engaging in a course of conduct directed at a specific person that would cause a reasonable person to —

(A) Fear for the person's safety or the safety of others; or

(B) Suffer substantial emotional distress.

(ii) For the purposes of this definition—

(A) Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.

(B) Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim.

(C) Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

All forms of stalking prohibited by Maine law are also included ([Stalking](#) and [Domestic Violence Stalking](#)).

F. Retaliation

Retaliation is action taken by the University or any individual or group against any person for opposing any practices forbidden under this policy or for filing a complaint, testifying, assisting, or participating in an investigation or proceeding under this policy. This includes action taken against a bystander who intervened to stop or attempt to stop a violation of this policy. Retaliation includes intimidating, threatening, coercing, or in any way discriminating against an individual because of the individual's complaint or participation. Action is generally deemed retaliatory if it would deter a reasonable person in the same circumstances from opposing practices prohibited by this policy.

G. Sexual Misconduct

Sexual misconduct includes, but is not limited to, prostituting another person, nonconsensual image capturing of sexual activity, presentation or unauthorized viewing of a nonconsensual videotaping of sexual activity, letting others watch you have sex without the knowledge or consent of your sexual partner, possession of child pornography, peeping tommy, and/or knowingly transmitting an STD or HIV to another person. Sexual misconduct may constitute sexual harassment. All forms of sexual misconduct prohibited by Maine law are also included (see [Violation of Privacy](#), [Possession of Sexually Explicit Material](#), and [Sex Trafficking](#)).

V. Consent

Consent is agreement to engage in sexual contact. Consent must be informed, freely and actively given, and consist of a mutually agreeable and understandable exchange of words or actions. Consent is clear, knowing and voluntary. Consent is active, not passive. Consent may be withdrawn at any time. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable clear permission regarding willingness to engage in (and conditions of) sexual activity. Past consent does not imply future consent. Consent to engage in one form of sexual activity does not imply consent to engage in any other sexual activity. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with any other person.

It is not consent when the exchange involves unwanted physical force, coercion, intimidation, and/or threats. If an individual is mentally or physically incapacitated or impaired such that one cannot understand the fact, nature or extent of the sexual situation, and the incapacitation or impairment is known or should be known to a reasonable person, there is no consent. This includes conditions resulting from alcohol or drug consumption, or being asleep or unconscious. Consent is not valid if the person is too young to consent to sexual activity under [Maine law](#).

VI. How to File a Complaint and How the University Will Respond

The University strongly encourages anyone who has experienced sex discrimination, sexual harassment, retaliation, sexual assault, domestic violence, dating violence or stalking to report the incident to the appropriate contact at the University (see VI (A)). A report can be made under this policy at any time, regardless of when the incident happened. Reporting the incident to the University does not mean that you have to file a formal complaint or bring criminal charges. Reporting the incident, however, will allow the University to provide individuals involved with information about available support and services, both on campus and off campus.

Any individual may make a third-party complaint about a violation of this policy. Individuals are encouraged to contact the appropriate office identified below as soon as possible. After receiving a complaint, the University will determine what further action, including contacting the alleged victim, is warranted. If a concern is reported by someone other than the alleged victim and the alleged victim is unwilling or unable to cooperate with an investigation, the University's ability to respond may be significantly limited.

The [EO Director/Title IX Coordinator] is the person on your campus, or in the System Office, responsible for the University's overall compliance and response to incidents of sexual assault, sexual harassment and sex discrimination in general.

A. How and Where to File a Complaint

1. Complaints or Reports of Employees' Conduct

All complaints or reports relating to violations of this policy by a University employee should be made to the [EO Director/Title IX Coordinator's title] at XXX-XXXX.

Upon receiving a complaint or report of a violation of this policy by a University employee, the [EO Director/Title IX Coordinator's title] will assess the complaint or report and will follow the procedures described in the University of Maine System Equal Opportunity Complaint Procedure. The [EO Director/Title IX Coordinator] will provide the complainant with information about options for informally resolving a complaint and formal investigation of a complaint. Mediation is never appropriate in sexual assault cases. The Title IX Coordinator will provide the complainant with a written explanation of the complainant's rights and options. When a complaint is investigated, the University will use a preponderance of the evidence standard – whether it is more likely than not that the alleged violation occurred. For more information about the complaint procedure, follow these links:

[Equal Opportunity Complaint Procedure for Complainants](#)

2. Complaints or Reports of Students' Conduct

All complaints or reports relating to violations of this policy by a University student should be made to [Student Conduct or other responsible office], who will notify the Title IX Coordinator of the complaint or report.

Upon receiving a complaint or report of a violation of this policy by a University student, [Student Conduct or other responsible office] will assess the complaint or report and follow the procedures described in the University of Maine System Student Conduct Code. The [Student Conduct or other responsible office] will provide the complainant with information about options for informally resolving a complaint and formal investigation of a complaint. Mediation is never appropriate in sexual assault cases. [Student Conduct or other responsible office] will provide the complainant with a written explanation of the complainant's rights and options. When a complaint is investigated, the University will use a preponderance of the evidence standard – whether it is more likely than not that the alleged violation occurred. For more information about the procedure for adjudicating complaint against students, see the [UMS Student Conduct Code](#).

3. Complaints or Reports of Third Parties' Conduct (Campus Guests, Vendors, Contractors, etc.)

All concerns regarding violations of this policy by third parties such as vendors, contractors and campus guests should be made to the [title of EO Director/Title IX Coordinator] at XXX-XXXX. Upon receipt of a report or complaint, the University will respond appropriately depending on the nature of its relationship to the third party. Mediation is never appropriate in sexual assault cases.

B. How the University Will Respond to a Complaint

The University's investigation and decision-making process is completely independent of any criminal or civil investigation and adjudication regarding the same incident.

The University will provide a prompt, fair, and impartial investigation and resolution of the complaint. The investigation and decision-making shall be conducted by officials who receive annual training on discrimination, harassment, retaliation, domestic violence, dating violence, sexual assault, and stalking, and how to conduct an investigation and hearing process that protects the safety of all individuals and promotes accountability.

The complainant and the respondent are entitled to the same opportunities to have others present during any investigative interview or disciplinary meeting or proceeding, including the opportunity to be accompanied by an advisor of their choice.

In investigating sexual assault allegations, the investigator and decision-makers will not question the complainant about the complainant's prior sexual conduct with anyone other than the respondent. Information regarding any prior sexual conduct or dating relationship between the complainant and the respondent by itself shall not imply consent or preclude a finding of a violation. No direct questioning of the complainant by the respondent will be permitted.

The respondent's use of alcohol and other drugs in connection with a violation of this policy does not mitigate accountability for the behavior or diminish the seriousness of the incident. The respondent's intentional use of a substance to affect an individual in order to facilitate a violation of this policy will be considered when determining responsibility and appropriate sanctions.

In the investigation and decision-making processes for all complaints of sexual assault, domestic violence, dating violence or stalking made under this policy, both the complainant and the respondent shall be simultaneously informed, in writing, of: (1) the outcome of any institutional disciplinary proceeding that arises from the alleged violation including all sanctions and the rationale for the result and sanctions; (2) the procedure for the respondent and the complainant to appeal the results of the institutional disciplinary proceeding; (3) any change to the results that occurs prior to the time that they become final; and (4) when the results are final. The University shall not require a party to abide by a non-disclosure agreement in writing or otherwise regarding the final results of the institutional disciplinary proceeding.

Any student or employee found to have violated this policy may be subject to disciplinary action, up to and including suspension or dismissal/termination from the University. Sanctions for third parties who violate this policy will be in accordance with the circumstances.

For information about sanctions, students should refer to the [University of Maine System Student Conduct Code](#). All of the possible sanctions that the University may impose upon a student following the results of any University disciplinary proceeding for an allegation of dating violence, domestic violence, sexual assault or stalking are:

- A. Assigned Educational Projects: This may include research projects, reflective essays, counseling assessments, sanction seminars or other related assignments intended to promote learning.
- B. Community Service: The type of service may be related to the nature of the violation.
- C. Deferred Sanction: A specific period of time during which a Respondent's continued enrollment or housing contract at the University is clearly in jeopardy. Any further violation of the Code during that time will minimally result in the imposition of the deferred sanction and any additional sanctions deemed necessary.
- D. Disciplinary Dismissal: Permanent separation (subject to the right of review after five years) from the University.
- E. Disciplinary Probation: A period of time when a Respondent is under closer scrutiny of the University. It may include the loss of one or more privileges.
- F. Disciplinary Suspension: Separation from the University for a stated period of time and/or until a stated condition(s) is met.
- G. Fine: Payment of money. Respondents who are unable to pay may discuss alternate payment arrangements.
- H. Loss of Contact with a Specific Person(s): With this sanction, the person may not initiate direct or indirect contact with a specified person(s).
- I. Loss of Visitation Privileges: This loss of visitation may be to any designated area(s) of campus.
- J. Official Warning: Official acknowledgment of a violation and the expectation that it will not be repeated.

K. Removal from University Housing: Removal from a particular hall or all housing.

L. Restitution: Restitution, up to the replacement value of the items damaged, stolen, removed or used without authority and damages incurred.

M. Such other action as the Committee or Officer may reasonably deem appropriate (e.g., suspension of an organization's official campus recognition or suspension of a student from an extracurricular activity).

For information about possible disciplinary action, represented employees should refer to the [appropriate collective bargaining agreement](#). Non-represented employees should refer to the [non-represented employee handbook](#). All of the possible sanctions that the University may impose upon an employee following the results of any University disciplinary proceeding for an allegation of dating violence, domestic violence, sexual assault or stalking are:

A. Oral Warning

B. Written Warning

C. Suspension

D. Termination

E. Such other action as the University may reasonably deem appropriate.

C. Retaliation

The University and the law prohibit retaliation against an individual for opposing any practice forbidden under this policy, for bringing a complaint, for assisting someone with a complaint, for attempting to stop a violation of this policy, or for participating in any manner in an investigation or resolution of a complaint. It is central to the values of this University that any individual who believes he or she may have been the target of a violation of this policy feels free to report their concerns for appropriate investigation and response, without fear of retaliation or retribution. After making, assisting with or otherwise participating in a report or complaint to the University, any individual who believes he or she has been subjected to retaliation by the respondent, the University or any other person or group should report the alleged retaliation immediately to the appropriate person identified in this policy. The University will take strong responsive action when retaliation is found to have occurred.

VII. Confidentiality

Confidentiality: What are the Options?

The University encourages people who have experienced sex discrimination, sexual harassment, sexual assault, dating violence, domestic violence, stalking, or retaliation to talk to somebody about what happened so they can get the support they need, and so the University can respond appropriately. People on campus and off-campus have different abilities to maintain confidentiality depending on their roles and responsibilities.

A. Confidential Communications

1. Professional and Pastoral Counselors

Professional, licensed individuals who provide mental health services as part of their job responsibilities (including those who act in that role under the supervision of a licensed professional) and pastoral counselors (clergy, ministers, priests, rabbis, etc.) who provide religious counseling to members of the school community are not required to report any information about an incident to the Title IX Coordinator without an individual's permission provided that such information was disclosed in a counseling context. A person can seek assistance and support from these individuals without triggering a University investigation that could reveal the person's identity or that the person has disclosed the incident. This does not apply to professional, licensed individuals who receive a report outside of their licensed duties, such as when acting in a teaching capacity. Following is the contact information for these individuals: [provide campus-specific **Counseling Center** information]

Speaking with a professional or pastoral counselor does not constitute a report or complaint to the University. The University will be unable to conduct an investigation into the incident or pursue disciplinary action against the respondent based on such a disclosure.

NOTE: Professional counselors may maintain a person's confidentiality within the University, but they may have external reporting or other obligations under state law (such as mandatory reporting to law enforcement in case of abuse of minors; imminent harm to self or others; requirement to testify if subpoenaed in a criminal case). A person who initially requests confidentiality may later decide to file a complaint with the University or report the incident to local law enforcement and have the complaint investigated. Professional and pastoral counselors can assist a person who later decides to file a complaint or report.

2. Licensed Health Professionals

Certain licensed health professionals who receive information about an incident in connection with the provision of health care services may not report that information to the Title IX Coordinator without an individual's permission provided that such information was disclosed in a healthcare setting. However, some licensed health professionals who are designated as Campus Security Authority's may be required to report non-identifying statistical information to the University as required by federal law. Speaking with a licensed health care professional does not constitute a report or complaint to the University, and the University will be unable to conduct an investigation into the incident or pursue disciplinary action against the respondent.

NOTE: Licensed health professionals may maintain a person's confidentiality within the University, but they may have external reporting or other obligations under state law (such as mandatory reporting to law enforcement in case of abuse of minors).

3. Off-campus Counselors and Advocates

Off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information with the University unless the individual requests the disclosure and signs a consent or waiver form.

Following is contact information for these off-campus resources: [[Local Rape Crisis and Domestic Violence Centers](#) and EAP]

NOTE: Off-campus counselors and advocates are not required to disclose information to the University, but they may have external reporting or other obligations under state law.

4. Researchers

Research involving human subjects (which require approval by the appropriate campus Institutional Review Board for the Protection of Human Subjects) may ask subjects to provide personal information in a confidential setting. Information about an incident covered under this policy may be disclosed by a research subject as part of participation in that research. Researchers involved in the research project are not required to report the incident to the Title IX Coordinator.

B. Reporting to Another Student or a University Volunteer

If you discuss a violation of this policy with another student or with a University volunteer, that person may be able to maintain your confidentiality, except as described within section C, Mandatory Reporting.. All University students and volunteers are strongly encouraged to report all that they witnessed or heard regarding a violation of this policy to the designated University officials identified above.

C. Mandatory University Reporting

All University employees (except as provided within section A) have a duty to report incidents of sexual discrimination, sexual harassment and sexual assault. Because domestic violence, dating violence, stalking and sexual misconduct can also constitute sex discrimination, information received by University employees about such incidents must also be reported. Student employees, peer advocates and volunteers who learn of a violation of this policy in the course of their employment, programming or volunteer responsibilities are also required to report.

When a person tells an employee of the University about a violation of this policy, the University employee shall promptly report to the Title IX Coordinator all relevant details about the alleged incident shared by the complainant that the University will need to determine what happened – including the names of the complainant and respondent(s), any witnesses, and any other relevant facts, including the date, time and specific location of the alleged incident. To the extent possible, information reported will be shared only with people responsible for handling the University's response to the report. If the University determines that there is a continuing threat to the safety of members of the University community, it may have to issue a timely warning regarding the incident.

D. How the University Will Respond to Requests for Confidentiality

When a complainant reveals any information about a violation of this policy to any University employee, as soon as possible, the employee should make sure that the complainant understands the employee's reporting obligations. If the complainant wants to maintain confidentiality, University employees should direct the complainant to confidential resources but the employee must still report any information disclosed to the Title IX Coordinator. If the complainant wants to tell the employee what happened but also maintain confidentiality, the employee should tell the complainant that the University will consider the request, but cannot guarantee that the University will be able to honor it. In reporting the details of the incident to the Title IX Coordinator, the employee will also inform the Coordinator of the complainant's request for confidentiality.

An employee will not pressure a complainant to request confidentiality, or pressure a complainant to file a report or complaint. An employee will respect the complainant's wishes to the extent possible. If a complainant discloses an incident to an employee but wishes to maintain confidentiality or requests that no investigation into an incident be conducted or disciplinary action taken, the employee still must disclose the incident to the Title IX Coordinator, and the University will weigh the complainant's request against the University's obligation to provide a safe, non-discriminatory environment for all students and employees, including the complainant. If the University honors the request for confidentiality, a complainant needs to understand that the University's ability to meaningfully investigate the incident and pursue disciplinary action, if warranted, against the respondent(s) may be limited. There are times when the University may not be able to honor a complainant's request because it would pose a risk to providing a safe, non-discriminatory environment for students and employees. If the University determines that it cannot maintain a complainant's confidentiality, the University will inform the complainant prior to starting an investigation and, to the extent possible, will share information only with people responsible for handling the University's response.

Except as required by law, the University shall not include personally identifiable information about a complainant in its campus crime statistics or report, its campus crime log, publicly available police reports or timely warning notices.

The University shall maintain as confidential any accommodations or protective measures provided to the complainant or another party, to the extent that maintaining such confidentiality would not impair the ability of the University to provide the accommodations or protective measures or to the extent otherwise required by law.

The University is committed to the complainant and respondent's well-being, and will take steps to protect everyone involved from retaliation or harm. Because the University is under a continuing obligation to address violations of this policy campus-wide, reports of violations of this policy (including non-identifying reports) may also prompt the University to consider broader remedial action –such as increased monitoring, supervision or security at locations where the reported incident occurred; increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/ victimization surveys; and/or revisiting its policies and practices.

E. Miscellaneous

Public awareness events such as "Take Back the Night," the Clothesline Project, candlelight vigils, protests, "survivor speak outs" or other forums in which students or employees disclose violations of this policy, are not considered notice to the University of violations of this policy for purposes of triggering its obligation to investigate a particular incident(s). Such disclosures may, however, inform the need for campus-wide education and prevention efforts, and the University may provide information about students' and employees' Title IX rights at these events.

F. Anonymous Reporting

Although the University encourages complainants to talk to someone, the University provides an **online [or other system]** for anonymous reporting. Providing personally identifying information through an anonymous reporting system may serve as notice to the University for the purpose of triggering an investigation. **This is the mechanism for anonymous reporting on your campus.**

VIII. Support Services and Interim Measures

Whether or not an individual who has experienced a violation of this policy files a formal complaint, reporting the incident will allow the University to provide all individuals involved with available support and services, both on-campus and off-campus. The University can also take interim measures to promote the safety and well-being of both the complainant and respondent, including, but not limited to, moving the complainant or respondent to a new living, dining or working situation; issuing a no contact order; changing class or work schedules; changing transportation; financial aid accommodations; and other academic and/or employment accommodations and support. The University can assist all individuals involved in obtaining counseling on or off campus and provide information regarding medical care and other resources, such as victim advocacy, legal assistance and visa and immigration assistance. The University will provide written notification to students and employees about existing resources, both within the University and the community. The University will provide written notification to complainants and respondents about how to request the above services and accommodations. The University must make such accommodations or provide such protective measures if the complainant requests them and if they are reasonably available, regardless of whether the complainant chooses to report the crime to campus police or local law enforcement.

IX. Options Regarding Law Enforcement

An individual who has experienced sexual assault, domestic violence, dating violence or stalking, or any other conduct which may violate criminal laws, has a right, at his or her own discretion, to:

1. Notify law enforcement authorities, including on-campus and local police;
2. Be assisted by campus authorities in notifying law enforcement; or
3. Decline to notify law enforcement.

University officials may, however, provide law enforcement with details about an incident under some circumstances if a determination has been made that such disclosure is required by law and/or is necessary to secure campus safety. See section VII (D) above. Complainants have a right to proceed simultaneously with a criminal investigation and a University internal investigation. If necessary to the criminal investigation, the University may defer its investigation for a limited time for fact gathering by law enforcement, and then will promptly resume its investigation.

X. Enforcement of Protection-from-Harassment or Protection-from-Abuse Orders

The University will provide assistance or referrals for a student or employee who wishes to obtain a protection-from-abuse or protection-from-harassment order. If a protection-from-abuse or protection-from-harassment order has been issued by a court in a civil or criminal proceeding, a copy of the order should be provided to University police or security and the **[Title IX Coordinator or other designated official]** as soon as possible to enable enforcement by the appropriate authorities.

XI. Student Amnesty

The University strongly encourages students to report instances of sex discrimination, sexual harassment, retaliation, sexual assault, domestic violence, dating violence or stalking. Students who report information about a violation of this policy will not be disciplined by the University for any violation of alcohol possession or consumption policies or other minor violations of the Student Conduct Code in which they might have engaged in connection with the reported incident.

XII. Free Speech and Academic Freedom

Recognizing that many citizens have differing views on the matter of whom and which groups should have an opportunity to express opinions, the University of Maine System affirms its commitments to the rights of free speech and academic freedom.

To that principle, there shall be no restrictions, on any of the System institutions, placed on the fundamental rights of free speech and assembly, except those necessary to preserve the order for the University System to function as an institution of higher learning. Additional information pertaining to Free Speech can be found [online](#).

Academic freedom is essential to the fulfillment of the purposes of the University. The University acknowledges and encourages an atmosphere of confidence and freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students and employees. Academic freedom is the freedom to present and discuss all relevant matters in the classroom, to explore all avenues of scholarship, research and creative expression, and to speak or write without any censorship, threat, restraint, or discipline by the University with regard to the pursuit of truth in the performance of teaching, research, publishing or service obligations.

The University of Maine System is a public institution of higher education committed to excellence in teaching, research, and public service. Together, the students, faculty, and staff form our state wide University community. The quality of life on and about the member Universities is best served by preserving the above described freedoms and civility. This policy shall not be construed or applied to restrict academic freedom within the University, nor construed to restrict constitutionally protected expression

XIII. Off-Campus and Off-Duty Conduct

Reports of violations of this policy that occur off campus and/or off-duty can be the subject of a complaint. Reports of off-campus and/or off-duty sexual assault, domestic violence, dating violence and stalking should be brought to the University's attention as soon as possible. The University will evaluate the incident to determine whether it violates this policy by resulting in continuing effects that create a hostile environment on campus or otherwise has a connection to the University.

XIV. Educational Programs

The University will conduct educational programs to promote awareness of sex discrimination, sexual harassment, sexual assault, domestic violence, dating violence, and stalking. This will include primary prevention and awareness programs for incoming students and new employees, and ongoing prevention and awareness campaigns for students, faculty and staff. All employees and students must participate in all required educational programs.

XV. External Complaints

Individuals who experience a violation of this policy may file a complaint or suit with an outside agency, including the Maine Human Rights Commission, U.S. Equal Employment Opportunity Commission, or U.S. Department of Education Office of Civil Rights. The University will still investigate and respond appropriately to any internal complaint.

A complainant who filed a complaint with the University and believes the University's response was inadequate may also file a complaint with the above agencies.

Complainants should keep in mind, however, that although they may report a violation of this policy to the University at any time; external agencies typically have time limits within which complaints must be filed. To learn more about the procedures for filing complaints with an outside agency, Complainants should contact that entity directly.

XVI. Review and Revision of this Policy

A representative Policy Review Board will be established consisting of university and System participants to review and recommend changes, as appropriate, to this policy and procedures. The Board will meet at least every three years or more often, as needed and in synchronization with the review of the University of Maine System Student Conduct Code. Revisions of this policy require approval of the Board of Trustees.

Rev OHR 5/2015 – BOT Section 402

CAMPUS VIOLENCE

Policy Statement:

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.

Sexual Harassment, Sexual Assault, Domestic Violence and Stalking are prohibited under the University's Policy on Sex Discrimination, Sexual Harassment, Sexual Assault, Relationship Violence, Stalking and Retaliation.

Any member of the University community who violates this policy or threatens or harasses another person may be subject to disciplinary action, up to and including termination for employees, dismissal 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, unless they are a supervisor or administrator.

All reports of incidents will be appropriately investigated. The university will promptly report instances of threats or violence on campus to appropriate law enforcement agencies, as required, and fully cooperate with local law enforcement agencies during any investigation.

Definitions

Campus violence is any physical assault, or threatening or harassing verbal or physical behavior, occurring on University premises, in University facilities, or while conducting University business. It includes, but is not limited to, beating, stabbing, shooting, punching or striking, threatening or harassing communication or gestures, or harassment of any nature.

A victim is a person who is subject to an act of violence as defined above.

A perpetrator is a person who commits an act of violence as defined above.

Procedures

Each university shall adopt procedures consistent with this policy to address campus violence in the workplace, educational environment, other university facilities and at university events and activities.

Each university shall designate one or more individuals(s) to whom reports of alleged campus violence should be made. Each university will provide for notification of this policy, the individual(s) to contact and local procedures within the university community.

Investigations of reported incidents may be conducted by the university Human Resources office, UMS Investigations Coordinator, appropriate supervisor or manager, Student Judicial Officer, or applicable law enforcement agency, depending upon the specific circumstances.

Rev 11/2014 – BOT Section 414

PAY TRANSPARENCY NONDISCRIMINATION PROVISION

PAY TRANSPARENCY NONDISCRIMINATION PROVISION The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. If you believe that you have experienced discrimination contact OFCCP [1.800.397.6251](tel:18003976251) | TTY [1.877.889.5627](tel:18778895627) | www.dol.gov/ofccp

12/2016 OHR

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

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

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

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

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

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

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

A supervisor or faculty member must not deny an accommodation request without consulting with the campus Equal Opportunity Director and/or the ADA Coordinator for the EO Center of Excellence who is located at 101 N. Stevens Hall, University of Maine, Orono, (207) 581-1227 and carefully following University procedure. All requests for accommodation must be carefully documented.

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

SUBSTANCE ABUSE

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

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

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

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

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

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

Drug and Alcohol Testing Policy

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

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

SMOKING IN THE WORKPLACE

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

ENVIRONMENTAL AND SAFETY POLICY

Policy Statement:

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

Procedures

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

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

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

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

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

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

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

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

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

To assist campuses with complying with this policy, APL II-E at http://www.maine.edu/pdf/II-E_SafetyandEnvironmentalManagementSystem.pdf provides procedures to support the Board of Trustees Environmental and Safety Policy to protect the environment, to protect the health and safety of all members of the University community, and to demonstrate environmental and safety leadership. All universities and administrative units within the University of Maine System are required to set the practices necessary to establish an environmental and safety management system to meet the institutional commitment described in this policy.

OFT Rev. 1/13/03

CELLULAR TELEPHONE ACQUISITION, USE AND REIMBURSEMENT

General

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

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

Contract Authority

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

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

Cellular Telephone Acquisition, Use and Reimbursement

The plan approved for an employee, whether basic or expanded, should be the one that is most cost effective, satisfying the basic needs and coverage area expected of the job. The current System contract requires a basic monthly line charge and a certain amount per minute for calling within the State of Maine. Expanded coverage

outside of Maine is available for an additional monthly charge. Each university's contact person should be consulted for further details. Employees will use the University of Maine System negotiated contract unless approved by the appropriate university contact.

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

As with the disbursement of all funds, segregation of duties should be present such that the person who incurs an expense is not the person who approves the expense for payment. An appropriate person should review and approve cell phone bills for payment. Cell phones that are no longer required because of termination of employment or change in job status shall be returned to an appropriate person and service shall be terminated. The person who reviews cell phone fiscal activity should ensure that the charges are discontinued.

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

Rev.8/1/06

PERSONNEL ACTIONS AND RECORDS

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

Rev. 11/98

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

EMPLOYMENT BACKGROUND SCREENING POLICY

Policy Statement:

A safe and secure environment for all members of the University community, employment of qualified faculty and staff, and protection of University funds, property, and other assets are necessary to support the University of Maine System's academic, research, and public service mission and to fulfill the University's fiduciary responsibilities for prudent use of public funds. Consequently, appropriate background screening will be conducted for all individuals recommended for faculty and staff positions consistent with the Procedures for Employment Background Screening.

Background screening shall include reference checks, employment and educational verification, license verification and motor vehicle license checks (where applicable), and criminal history for all positions. For positions with special responsibilities, credit history and sex offender history will also be required.

Negative information that is received through background screening about a finalist who has been recommended for a position or an employee who is assigned special responsibilities is not an automatic bar to employment, transfer, or promotion. The applicant or employee will be provided with an opportunity to explain or refute the information obtained. An individualized decision about suitability for employment, transfer, or promotion will be made by the hiring or employing department in consultation with the university Human Resources office based on relevant job-related considerations and the nature of the information.

After hire a university employee who is convicted of a criminal offense that is related to his or her job responsibilities shall promptly disclose the conviction to the employee's supervisor. The supervisor and department head will consult with the university Human Resources office and will conduct an individualized review to determine whether the conviction is relevant to the employee's ability to perform the responsibilities of the position. Failure to disclose a criminal conviction that is related to job responsibilities in a timely manner could lead to disciplinary action, up to and including termination of employment.

Additional background screening beyond that covered in the Procedures requires consultation in advance with the System Office of Human Resources.

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PROBATIONARY PERIODS

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

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

PERFORMANCE ASSESSMENT (EVALUATION)

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

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

This performance assessment program is intended to provide the employee with an increased awareness of the employee's present performance and what is expected of him/her. The employer will be able to judge where the employee's work is worth praise and recognition and where his/her work is in need of improvement.

Both the supervisor and the employee have the opportunity to sign the assessment form. The employee's signature does not necessarily mean that he/she agrees with the assessment, but that the employee has seen it. A copy of the employee's performance assessment will be given to the employee. Another copy will be placed in the employee's university personnel file.

POSITION REVIEW AND RECLASSIFICATION PROCEDURE

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

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

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

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

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

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

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

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

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

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

HOURLY EMPLOYEES CLASSIFICATION AND COMPENSATION PROGRAM (HECCP)

- Implementation of the Hourly Employees Classification and Compensation Program (HECCP). All employees will be moved to the wage band applicable to their HECCP classification. Wage Schedule is based on market study data for HECCP.
- Effective July 1, 2011
 - Employees whose hourly rates are below the minimum for their job family in the applicable band shall be placed in the applicable minimum rate.
 - Employees whose hourly rates prior to the implementation of HECCP are above the minimum and below the maximum for the applicable band and job family shall be placed in the step on the applicable wage band closest to the current hourly rate of pay. If the closest step for the employee is lower than or equal to the rate of pay prior to the implementation of HECCP, the employee will be placed in the next higher step in the appropriate wage band.
 - Employees whose current hourly rates exceed the maximum for the applicable wage band are not eligible to move to a higher step and shall receive a one-time non-base payment equal to one percent (1%) of their annual base salary.
 - Employees will have access to an appeals process if they believe they have not been assigned to the most appropriate HECCP classification.

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SENIORITY

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

Seniority will continue if any of the following occur:

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

PROMOTION

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

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

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

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

The employee's university seniority begins when pay starts at the new university. Benefits related to pay will be adjusted according to the employee's new wage rate.

EMPLOYEE TRANSFER

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

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

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

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

2. Transfer to a different position.

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

3. Lateral transfer.

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

DEMOTION

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

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

If an employee is demoted after completing the first six months of employment, the wage rate in the new job will depend on whether the demotion was for disciplinary or non-disciplinary reasons and whether the new position is a Supervisory/Confidential position as described below. In any event, the annual review date will be the effective date of the demotion.

If an employee is demoted to a Supervisory or Confidential job classification, the rate will be determined by the University based on an assessment of the employee's qualifications. This rate will not be below the start step for the lower wage band. It will not be above the employee's rate in the higher wage band in the event of a non-disciplinary demotion or 95% of that rate in the event of a disciplinary demotion.

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

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

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

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

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

VOLUNTARY SCHEDULE REDUCTION

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

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

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

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

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

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

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

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

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

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

Other Benefits: Employees with a reduced schedule will continue to be eligible for supplemental life insurance, spousal/domestic partner and child life, tax deferred annuities, and 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. The application form shall be completed by the employee and submitted to the supervisor. The supervisor shall make a recommendation and forward the

form for administrative review, regardless of whether the supervisor's recommendation is positive or negative. The decision about whether to approve the reduced schedule will be made by the President (Chancellor for System) or the President's designee and communicated to the employee in writing.

MUTUAL AGREEMENT FOR TEMPORARY REDUCTION IN WORK SCHEDULE

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

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

RESIGNATION

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

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

LAYOFF AND DISCONTINUANCE OF EMPLOYMENT

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

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

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

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

Length of Service (completed years)	Notice	Severance	Total
Less than 5 years	2 weeks	None	2 weeks
5 - 9 years	12 weeks	None	12 weeks
10 – 12 years	26 weeks	4 weeks	30 weeks
13 – 15 years	26 weeks	8 weeks	34 weeks
16 – 18	26 weeks	12 weeks	38 weeks
19 – 21	26 weeks	16 weeks	42 weeks
22 – 24 years	26 weeks	20 weeks	46 weeks
25+ years	26 weeks	26 weeks	52 weeks

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

Length of Service (completed years)	Notice	Severance	Total
Less than 3 years	2 weeks	None	2 weeks
3 – 4 years	2 weeks	3 weeks	5 weeks
5 – 9 years	6 weeks	3 weeks	9 weeks
10 – 12 years	6 weeks	4 weeks	10 weeks
13 – 15 years	6 weeks	6 weeks	12 weeks
16 - 20 years	6 weeks	8 weeks	14 weeks
21 + years	6 weeks	12 weeks	18 weeks

Tier 3 – Employees hired July 1, 2005 or later

Length of Service (completed years)	Notice	Severance	Total
Less than 3 years	2 weeks	None	2 weeks
3 – 4 years	2 weeks	2 weeks	4 weeks
5 – 9 years	6 weeks	2 weeks	8 weeks
10 – 15 years	6 weeks	3 weeks	9 weeks
16 – 20 years	6 weeks	4 weeks	10 weeks
21+ years	6 weeks	6 weeks	12 weeks

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

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

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

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

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

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

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

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

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

Temporary or Seasonal Layoffs

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

Discontinuance of Employment

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

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

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

DISCIPLINARY ACTION

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

GRIEVANCE PROCEDURES FOR NON-REPRESENTED EMPLOYEES

Board Policy Statement

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

Retaliation Prohibited

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

Procedures

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

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

Informal Complaints

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

Formal Grievance Procedure

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

1. **Step One:** The employee (grievant) completes a Non-Represented Employee Grievance form (attached to this procedure) providing the details of the complaint and gives it to his/her department director, dean, or next level appropriate administrator. The grievance must be filed within twenty (20) working days of the act or omission that is the subject of the grievance, or the date on which the employee reasonably should have known of the act or omission if that date is later. The written grievance must identify the University policy or procedure that has allegedly been violated. The department director, dean or next appropriate administrator will respond in writing to the grievance within 20 working days. The written decision will be provided to the grievant and the person whose action has been grieved.
2. **Step Two:** If the written response does not resolve the grievance, the grievant may appeal the grievance to Step Two by completing a Non-Represented Employee Grievance Appeal form (attached to this procedure). The Step Two appeal must be filed with the appropriate Vice President (if the grievant is employed at a university) or Senior Staff member (if the grievant is employed in the System Office) within

20 working days of the date the Step 1 response is received or due. The Vice President or Senior Staff member will respond in writing to the grievance within 20 working days. The written decision will be provided to the grievant and the person whose action has been grieved.

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

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

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

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

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

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

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

In a grievance filed by an employee of the System Office, the Chancellor's written decision shall be final.

CONFLICT OF INTEREST

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

Policy:

To ensure continued confidence of the people of Maine in the University and its personnel, individuals serving the University shall at all times act in a manner consistent with their public responsibilities to the University and shall

exercise particular care that no real or perceived detriment to the University results from conflicts between personal interests and those of the University. Conflict of interest situations, or the appearance of conflicts of interest, have the potential to result in serious harm and direct losses to the University. The losses are often difficult to detect and include not only direct monetary losses and loss of confidence in the University, but also negative publicity and erosion of employee morale.

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

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

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

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

Procedures:

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

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

- 1. When it appears that a material conflict may arise between the personal interest of an employee and his or her responsibilities to the University, the employee shall notify the appropriate administrator by submitting a written statement describing the nature of the possible conflict. If an apparent conflict comes to the attention of the administrator, that individual may request a written statement from the employee.*
- 2. If an employee is in doubt as to whether he or she is confronted with a potential conflict of interest, the employee should consult with the appropriate administrator to determine if the outside interests could conflict impermissibly with the employee's obligation to the University.*
- 3. The appropriate administrator promptly shall notify the employee or associate in writing that: (a) there is no conflict and the employee may proceed; or (b) there may be a conflict and further consultation is necessary prior to reaching a determination; or (c) there is a conflict and the employee shall not proceed with his or her personal interest which results in the conflict.*
- 4. The employee may appeal the administrator's decision to the President (Chancellor for System Office employees).*

5. *The employee must report any significant changes in the outside interest that occur during the year and consult with the appropriate administrator if the undertaking of a new outside interest is considered.*
6. *Any significant violations of this policy shall be reported to the Chancellor for System Office employees and Presidents, to the President for university employees and to the Human Resources and Labor Relations Committee of the Board of Trustees for the Chancellor.*

Situations which may constitute a Conflict of Interest:

1. Personal Gain from University Position

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

2. Contracting and Leasing

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

3. Outside Commitment

- a. Employees are permitted to engage in outside consulting activities and other outside activities provided the employee meets his/her obligation to the University and complies with any applicable provisions of a collective bargaining agreement concerning outside employment.
- b. An employee shall not accept any other outside position that would impair the employee's ability to fulfill the employee's obligations to the university.
- c. An employee with faculty rank shall not take on a teaching assignment in another post-secondary educational institution during the academic year except after obtaining written approval of the appropriate administrator.
- d. An employee shall not engage in outside employment or activities which could be viewed as impairing the employee's judgment in the performance of University duties and responsibilities.

4. Use of University Name and Resources

- a. An employee shall not use the official title of the University or any of its parts, in whatever form that title may appear, except in connection with legitimate University purposes.
- b. The University's name, facilities, equipment, stationery, supplies, personnel and other resources are to be used only for the furtherance of the University's mission. An employee shall not make unauthorized use of any University resources, including the services of University employees, for the personal benefit of the employee.

5. Nepotism

- a. Close relatives may be employed in the same or different departments of the University. For purposes of this policy the term "close relative" shall include significant others in the household.
- b. The fact that an employee is a close relative of another employee in the same or different department shall not be used as a basis for denying to the employee the rights, privileges or benefits of regular appointment or regular job status. Alternative arrangements for supervisory decisions must be made before employment of a close relative.
- c. An employee shall not participate in institutional decisions involving a direct benefit to a close relative. Such decisions include, but shall not be limited to, initial appointment, retention, promotion, tenure, salary and leave of absence.
- d. An employee may not give preferential or favored treatment in the supervision or management of another University employee who is a close relative.
- e. The University reserves the right to reassign employees or duties when deemed a prudent business or management practice.
- f. A close family relationship shall not be used as a basis for denying a student the rights, privileges or benefits of access to academic resources.
- g. An employee shall not participate in institutional academic decisions involving a direct benefit to a close relative. Alternative arrangements for academic decisions must be made for close relatives.

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

POLITICAL ACTIVITY

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

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

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

MOTOR VEHICLE ADMINISTRATION AND GUIDELINES

I. GENERAL

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

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

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Rev. 8/30/07

USE OF PERSONAL VEHICLE

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

TRAVEL AND EXPENSE PROCEDURES

I. GENERAL

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

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

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

II. APPROVAL OF TRAVEL

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

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Rev. 8/03/07

PURCHASING CARDS

Overview

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

outlined in the Purchasing Card APL Policy establish the minimum level of controls necessary for the proper use of purchasing cards, and should be incorporated in each university Manual. The universities are free to adopt additional controls to regulating purchasing cards in their respective environments.

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

Rev.8/01/06

PAY RATES AND INCREASES

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

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

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

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

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

1. The employee is paid at a wage rate within the merit range above the Start Step for the wage band for the classification.
2. The resulting base wage rate may not exceed the maximum rate for the classification.
3. The extraordinary adjustment or award is supported by considerations applicable to the individual employee such as the improvement of equitable wage relationships among employees or the recognition of exemplary performance.
4. The existing classification continues to describe accurately the duties being performed and promotion, demotion, transfer and/or reclassification to another title is not warranted.

Compensatory Time – Compensatory time may be accrued in accordance with the policies on: Overtime, Holidays, Administrative Holidays, and Administrative Leave. No employee shall be permitted to carry forward more than sixty 60 hours of compensatory time from one pay period to the next. If, at the end of any pay period, an employee has accumulated more than 60 hours of compensatory time, the University shall pay the employee for the accumulated hours in excess of 60 hours at the employee's straight time rate of pay.

WORK SCHEDULE

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

Full-time regular employees, except those required to remain on the job for a consecutive 8 hour period, will be allowed two 15-minute rest periods (i.e., from the time an employee stops working until the time the employee resumes working) on each regular shift each workday, which will be scheduled by supervision. The rest periods

are intended to be recesses preceded and followed by extended work periods and not to be scheduled immediately before or after the meal period or at the start or the end of the shift.

In the event that the University determines to reassign an employee from the day shift to other shifts or vice versa, or from Monday through Friday schedules, to schedules which include Saturdays and/or Sundays, on a regular basis, the University will provide the affected employee with 14 days advance notice of the schedule change. Such schedule changes shall be made only for bona fide program reasons. If a schedule change creates a substantial personal hardship for the affected employee, the University shall make reasonable accommodations. The University shall provide affected employees with at least 5 days' notice of other changes in their normal work schedules.

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

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

OVERTIME

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

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

Sunday	Off
Monday	Disability leave
Tuesday	Annual leave
Wednesday	Jury duty
Thursday	Military leave
Friday	Eight hours actually worked
Saturday	Eight hours actually worked

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

SHIFT DIFFERENTIAL

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

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

POSITION VACANCIES

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

ON-CALL STATUS

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

CALL-BACK PAY

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

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

The University will provide accidental death benefit insurance in the amount of \$20,000 single payment coverage for employees who are required to return to duty on call-back. Such coverage shall extend from the time the employee leaves home to respond to the call-back until the employee returns directly home following the end of duty or duties for which the employee was called back. If the employee cannot return home because the regularly scheduled workday is beginning, this insurance shall be effective until the beginning of the regularly scheduled work day for that employee.

PAYROLL DIRECT DEPOSIT

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

PART TWO: EMPLOYEE BENEFITS

LIFE INSURANCES

Basic Life Insurance

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

The University pays the full cost of the premium. When the employee turns 65, this insurance is reduced to 65% of the former level of coverage.

Accidental Death and Dismemberment

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

Supplemental Voluntary Accidental Death and Dismemberment Insurance (AD&D)

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

Please refer to www.maine.edu/benefits or contact the Employee Benefits Center for more detailed information on this insurance.

Seat Belt Provision

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

There is additional coverage (up to \$10,000) for employees enrolled in supplemental 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).

Supplemental Term Life Insurance

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

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

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

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

GROUP HEALTH PLAN

Health Coverage

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

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

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

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

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

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

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

For those retiring on or after January 1, 2017, the Medicare eligible retiree pays 20% of the individual premium and 50% of the dependent premium (9/1/17 for faculty).

Former employees under the System’s long term disability (LTD) plan are eligible to continue the health plan for a maximum of 24 months as long as approved for LTD benefits at a rate of 20% of the individual premium and 50% of the dependent premium. This is effective for all former employees that begin their LTD benefits on or after September 20, 2016.

The retiree or former employee receiving LTD benefits shall pay one-half of the cost for coverage of any eligible dependents. If the former employee receiving LTD benefits has less than 10 years of service, the premium will be the same as for those with 10 and less than 20 years of service. **Health coverage may be continued for a maximum of 24 months while receiving LTD benefits.**

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

Rev 08/2016 OHR

Medicare Complementary

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

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

DISABILITY INSURANCE

Long-Term Disability

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

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

Short-Term Disability

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

Benefits may be received from this plan in addition to any other disability benefits. A booklet providing more detail about this program is available from the Employee Benefits Center or online at: www.maine.edu/benefits

WORKERS' COMPENSATION

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

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

While receiving Workers' Compensation, an employee will continue to accrue annual leave and disability leave during the first 3 months of illness or injury. Applicable employee benefits will continue until employment terminates.

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

Rev. 10/05

UNEMPLOYMENT COMPENSATION

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

TRAVEL INSURANCE

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

FLEXIBLE SPENDING ACCOUNTS

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

There is an open enrollment period each year. New employees may enroll within 30 days of starting work. More information on the Flexible Spending Accounts program is available from the Employee Benefits Center or the System Office of Human Resources. Information is also included in the [Summary of Benefits](#) for Hourly Employees and University Supervisors. The Open Enrollment Form, Claim Forms and Reimbursement Schedule for this program are available online at www.maine.edu/benefits.

RETIREMENT

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

B. DEFINED BENEFIT PLAN

1. The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) was amended by the University of Maine System effective May 1998, January 1, 2001, July 1, 2010 and July 1, 2013 and shall conform to trustee determined appropriate Employee Retirement Income Security Act of 1974 (ERISA) standards. Plan participants are eligible employees who elected to continue participation in this program as of July 1, 1998.

Retirement benefits can be collected under the following conditions:

- Any qualifying employee can retire and begin collecting benefits at a reduced level as early as age 55.
- Full benefits are available at age 62 for eligible employees with 25 years or more of service.

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

Information is available from the Employee Benefits Center.

2. a. The University agrees to provide for employees who are participants in the defined benefit plan a voluntary defined contribution retirement plan, in accordance with Section 403(b) of the Internal Revenue Code. The University shall contribute one percent (1%) of an employee's base wages for each 1% (one percent) any employee contributes of his/her annual base wages, up to a maximum

University contribution of four percent (4%). Participating employees shall make contributions in whole number percentages. TIAA shall administer payroll deducted funds which shall be remitted by the University once monthly.

- b. The plan shall be administered in compliance with applicable plan provisions and amendments, Internal Revenue Service, and TIAA.
- c. Employees upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations.

C. DEFINED CONTRIBUTION

- 1. For newly hired employees, participation in the defined contribution retirement plan (The University of Maine System Basic Retirement Plan for Classified Employees) is mandatory during their employment with the University. Employees must contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution. Eligible employees who have completed five (5) years of service contribute one percent (1%) of their base wage but may contribute up to four percent (4%) on which they will receive a matching University contribution.
- 2. In the beginning of the fifth year of employment, on or after July 1, 2006, the University will contribute six percent (6%) of an employee's base wage with the employee contributing a minimum of one percent (1%) during their employment with the University thereafter. The University, in addition to this six percent (6%), will continue to match dollar for dollar up to a maximum of four percent (4%) an eligible employee's contribution. Participating employees shall make contributions in whole number percentages. Basic Plan Providers shall administer payroll deducted funds which shall be remitted by the University once monthly.
- 3. For hourly employees hired January 1, 2010 and later, there is a four (4) year vesting period. Employees who leave university service prior to attaining the vesting service will have no right to employer contributions made during the vesting period.

- D. Employees may elect to purchase, at their own expense, tax-sheltered investments, subject to any limitations and conditions determined and established by the University, up to applicable Internal Revenue Service limits.
- E. When eligible employees retire, group health plan participation will be in accordance with University retiree policy in effect at that time.

Optional Retirement Plan

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

SOCIAL SECURITY

Participation in this program is mandatory for ALL University employees. Equal contributions are made by the employee and the University at levels established by federal legislation. The employee's contribution is made through payroll deduction. Monthly payments under the Social Security program provide the employee and family with retirement, disability, and death benefits. Health benefits are provided at age 65 through enrollment in Medicare.

TAX-SHELTERED ANNUITIES

All full-time and part-time regular employees are eligible to enter into voluntary agreements with TIAA to purchase tax-sheltered annuities. The maximum amount which any individual may tax shelter under a salary reduction agreement will vary from employee to employee and is subject to limitations imposed by the Internal Revenue Code. The amount an employee elects to tax-shelter will be applied to purchase an annuity from TIAA. The employee will receive the benefits from this plan during the employee's retirement years, at which time the benefits will be taxable income.

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

DOMESTIC PARTNER BENEFITS

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

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

If further information is needed, contact the Employee Benefits Center.

ANNUAL LEAVE

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

Continuous Years of Service	Hours Per Bi-Weekly Pay Period Accrual	Days/Year
1 through end of 4	3.7	12
5 through end of 8	4.62	15
9 through end of 12	5.54	18
13 through end of 16	6.47	21
17+	7.39	24

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

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

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

Part-time employees shall accumulate prorated annual leave on an hourly basis. For each 80 hours worked and compensated for, annual leave shall be accumulated in accordance with the following schedule:

Continuous Years of Service	Accrual Per 80 Hours Worked
1 through end of 4	3.7 hours
5 through end of 8	4.62 hours
9 through end of 12	5.54 hours
13 through end of 16	6.47 hours
17 and over	7.39 hours

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

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

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

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

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

HOLIDAYS

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

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

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

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

If an employee has worked on a holiday, the employee may choose to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of one and one half hours off for each hour of holiday worked for family holidays, or one hour off for each hour worked on other holidays.

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

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

ADMINISTRATIVE HOLIDAYS & ADMINISTRATIVE LEAVES

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

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

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

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

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

DISABILITY LEAVE

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

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

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

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

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

For those who work 0-9 hours per week, the maximum is 331 hours.

For those who work 10-19 hours per week, the maximum is 691 hours.

For those who work 20-29 hours per week, the maximum is 1,051 hours.

For those who work 30-39 hours per week, the maximum is 1,411 hours

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

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

Unpaid Disability Leave

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

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

Applicable employee benefit coverage will cease at the end of the month in which employment ceases, unless at that time the employee is receiving long-term disability benefits.

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

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

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

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

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

Disability Leave for Family Emergencies and Illnesses

In the event of serious illness or death in an employee's immediate family or household, the employee may use accumulated disability leave up to a maximum of one-half ($\frac{1}{2}$) of the total disability days accumulated in addition to bereavement leave, if eligible. The employee may also use accumulated annual leave or, if eligible, unpaid personal leave.

For the purpose of this section, "immediate family" is defined as spouse, children, parents, grandparents, grandchildren, sisters, brothers, stepchildren, stepparents, half brothers, half sisters, daughters-in-law, sons-in-law, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, and significant others in the household.

This provision is for those emergency situations where the nature of the illness or family conditions are such that the employee must be available to care for the family member or, in the case of death, to attend to related details. With prior supervisory approval the employee's disability leave may also be used for routine health maintenance appointments with a physician or dentist for the employee's child, parent, or spouse when that person is unable to transport him/herself or must be accompanied for medical reasons. The employee is responsible for scheduling appointments or making other arrangements to minimize the impact on the work schedule.

REQUESTING FAMILY OR MEDICAL LEAVE

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

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

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

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

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

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

During an approved family/medical leave, benefits continue on the same terms as for similar on active status. Employees may also continue using the Health Care Flexible Spending Account.

If spouses work for the University, the two together are entitled by federal law to up to 12 weeks of leave for the birth or adoption of a child. However, if one parent uses the full 12 weeks for birth or adoption, under Maine law the other parent may qualify for a separate leave of up to 10 weeks.

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

Employees may be required to provide evidence of birth, adoption, or foster care placement. The University may also require employees to provide certification of the medical necessity of the FMLA leave and may require (and pay for) a second opinion. Completed certification forms are treated as confidential medical records.

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

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

Note: Any questions regarding the Family and Medical Leave Act and University policy relative to leaves should be directed to the Employee Benefits Center.

BEREAVEMENT LEAVE

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

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

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

JURY DUTY LEAVE

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

WITNESS LEAVE

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

MILITARY LEAVE

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

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

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

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

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

PERSONAL LEAVE

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

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

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

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

If a leave is 6 weeks or less, the University guarantees a return to the original position. If a leave extends beyond 6 weeks, the University guarantees a return to a comparable job unless other arrangements are made in writing at the time of approval of the leave. In either case there will be no loss of seniority or appropriate benefits.

If an employee is granted a leave without pay for educational purposes for 120 days or less, the University guarantees a return to the employee's original position. A leave for educational purposes may be to attend an academic or training program or to participate in another educational opportunity valuable to the individual and the University.

BENEFIT EXCEPTION COMMITTEE

Any exceptions to Benefit policy must be submitted for review and approval by the Benefit Exception Committee. The Benefit Exception Committee will meet on an as needed basis but not to exceed 10 business days after the request has been submitted to evaluate the request and render a decision, acting as the Chancellor's designee as appropriate.

Rev. 03/2016 OHR

EDUCATIONAL OPPORTUNITY

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

TUITION WAIVER

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

- A. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating employees.
- B. Employees and dependents must meet any course prerequisites.
- C. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment. Employees shall not be charged separately identified admission, student health or student activity fees for courses taken under this program.
- D. Minimum enrollment requirements established by any University as a necessary condition for offering a course shall not count employees toward the number of students required to guarantee the offering of such course. For summer courses which are self-supporting, dependents who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment.
- E. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the University.
- F. Participation in the tuition waiver program by employees and dependents will be as follows:
 - 1. Full-Time Regular Employee Tuition Waiver:
Employees may take courses not to exceed a total of eight (8) credit hours per semester and in the summer.
 - 2. Part-Time Regular Employee Tuition Waiver:
Employees may take courses not to exceed four (4) credit hours per semester and in the summer.
 - 3. Dependents of Full-Time Regular Employees:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System shall be eligible for a tuition waiver of 50%.
 - 4. Dependents of Part-Time Regular Employees:
Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.
 - 5. Dependent Tuition Waiver for Summer Courses:
Dependents of full-time employees enrolled either full-time or part-time matriculated will receive a 50% tuition waiver and dependents of part-time employees enrolled either full-time or matriculated part-time will receive a 25% tuition waiver for up to two summer courses, as long as the dependent was either a full-time or part-time matriculated student during the full previous academic year within the University of Maine System.
 - 6. Dependent Tuition Waiver for Graduate Students:
Dependents of full-time regular employees who are matriculated students shall be eligible for a waiver

of 50% tuition for courses taken as part of an approved program of study for the degree. Dependents of part-time regular employees who are matriculated students shall be eligible for a waiver of 25% tuition for courses taken as part of an approved program of study for the degree when space is available.

- G. In no event shall a tuition waiver exceed 50% tuition for a dependent of a full-time regular employee or 25% tuition waiver for the dependent of a part-time regular employee. Employee and dependent waivers cannot be additive.
- H. Requests by an employee to take a course during his or her normally scheduled work hours shall be subject to supervisory approval. Such requests shall not be unreasonably denied. In the event that approval is granted, the supervisor must make arrangements for the employee to make up time which was missed from work unless the employee is approved to take a leave without pay or annual leave for this purpose.
- I. This benefit shall not be applicable when an employee is on an unpaid leave of absence of more than 90 days (except for military call-up), long-term disability or Workers' Compensation. In the event an employee has begun a course and one of the above situations occurs, the employee shall be permitted to maintain enrollment at no cost until the end of the semester.
- J. Any employee or dependent who receives a scholarship or work study funds from any source shall have the tuition waiver applied first and then the amount of the scholarship and/or work study funds.
- K. When an employee is terminated through participation in the University's long-term disability program and has twenty (20) or more years of University service, or dies, or retires, or is laid off, the dependent of that employee who is enrolled full-time or is a part-time matriculated student participating in a tuition waiver program at the time of the employee's termination, death, retirement or lay-off shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student either maintains continuous full-time enrollment or part-time matriculation, until completion of the requirements for a degree in which the student is matriculated.
- L. When an employee is called to active military duty, his / her dependents shall be eligible to participate in the tuition waiver program described above.
- M. The dependent children of employees who retire and who have 20 years of University service shall be eligible to participate in the tuition waiver programs as described throughout above.
- N. For two years following the effective date of layoff, an employee who has been laid off shall be eligible for the employee tuition waiver benefit described above.
- O. The value of tuition waiver may be taxable income in some situations, in accordance with the rules and regulations of the Internal Revenue Service.

UNIVERSITY SUPERVISORS/CONFIDENTIAL EMPLOYEES ADVISORY COUNCIL

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

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

APPENDIX 1

Office filed in: _____
Date received: _____
Grievance number: _____

University of Maine System Non-Represented Employee Grievance Step 1

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

To: _____
From: _____
Date: _____

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

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

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

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

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

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

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

Signature: _____

Copy to: Campus Grievance File
Grievant

OHR 8/05



Office filed in: _____
Date received: _____
Grievance number: _____

University of Maine System
Non Represented Employee Grievance Appeal

Check one: Step 2 ____ or Step 3 ____

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

To: _____
From: _____
Date: _____

Date of receipt of (check one) Step 1 ____ or Step 2 ____ response: _____

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

Signature: _____

Copy to: Campus Grievance File
Grievant

OHR 8/05