

# Agreement

*between*

UNIVERSITY  
OF  
MAINE SYSTEM



*and*

FRATERNAL ORDER OF POLICE  
**Lodge #100**

*JULY 2019–JUNE 2021*

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The Agreement between the University of Maine System and the Fraternal Order of Police, July 1, 2019 - June 30, 2021, can also be found at the University's web site: <http://www.maine.edu/pdf/policecba.pdf>.

## **PROLOGUE**

THIS AGREEMENT is entered into between the UNIVERSITY OF MAINE SYSTEM, hereinafter referred to as the "University", and the Fraternal Order of Police Lodge #100, affiliated with the Fraternal Order of Police, Grand Lodge, hereinafter referred to as the "Union".

## **ARTICLE 1 – PREAMBLE**

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

## **ARTICLE 2 – RECOGNITION**

1. The University recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and other working conditions for employees in the police bargaining unit who are employed by the University of Maine System and who are University employees in accordance with the University of Maine Labor Relations Act.
2. Employees who are assigned to duties outside the job description for their classification on a temporary basis following an absence involving Worker's Compensation for a period which is not expected to exceed six (6) months shall remain in the bargaining unit(s) to which their classification(s) were assigned immediately preceding the absence. In the event that such employees are members of the police bargaining unit, the provisions of Article 15 of this Agreement shall not be applicable to such employees during this period of temporary reassignment. In addition, the provision of Article 13 shall not apply to a decision by the University to discontinue the temporary reassignment.

## **ARTICLE 3 – DEFINITIONS**

The definitions herein specified apply to the following words used in this Agreement:

1. Employees - those persons holding the positions of Police Officer, Police Sergeant, Police Specialist, Police Corporal, Police Services Dispatcher, and Security Guard.
2. Police Officers - includes Police Officer, Police Sergeant, Police Specialist and Police Corporal.
3. Director - the Director of Police and Safety (or equivalent title) at a campus of the University.

## **ARTICLE 4 – UNION SECURITY**

1. All employees shall have the right to join the Union or refrain from doing so except as otherwise provided herein. No employee shall be favored or discriminated against either by the University or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
2. All employees in titles covered by this Agreement shall be informed by the University at the time of hire of the existence of this Agreement and the option of employees after entering the bargaining unit to join the Union and pay the initiation fees and regular periodic dues to the Union. The University shall promptly notify the Lodge and Business Agent for the Fraternal Order of Police of the name and address of each employee who enters the bargaining unit.

3. Upon initial appointment to a position in the bargaining unit, the University shall provide the employee with a Union-furnished membership packet, reviewed and accepted by the University, along with other orientation materials which are regularly provided to new employees. In the event materials included in this packet are changed, the Union will notify the University and provide the University with the opportunity to review and accept any changes. The Union shall be solely responsible for the material contained in such packets. Any questions concerning the contents of these membership packets shall be referred to a campus steward. The Union shall supply the packets to each University Office of Human Resources. The Union is solely responsible for the accuracy and ethical standards of any material it supplies for the employee orientation materials pursuant to this Article. The University retains the right to remove any materials in violation of this Article.
4. Each University campus will give a union steward access to a group orientation session that includes Police unit members under the following conditions:
  - a. Management will notify the FOP of the time and location where the steward can have access to the unit members.
  - b. The union steward will be granted up to 15 minutes with the new unit members to discuss the issue of union security.
  - c. Management will be allowed to have one representative present to observe the steward's presentation. Management's observer will not answer questions or interfere with the presentation.
  - d. If no union steward is available to make the presentation as scheduled, management is under no obligation to reschedule the access time.
5. When a University campus does individual orientation sessions, the union steward will be notified of the new unit member's hire and will be granted up to 15 minutes to present the issue of union security with a management observer present, if management so desires, at a mutually agreeable time and location. The union steward will be granted release time to make the presentation.
6. When an extension of a campus hires a new unit member, while no release time will be granted for a union steward to travel to the location, the union will be allowed either through a union steward or its business agent to make up to a 15 minute presentation on the issue of union security to the new unit member with a management observer present, if management so desires, at a mutually agreeable time and location.
7. If a campus does not have a union steward, the University will provide the pamphlet provided by the Union as outlined in Section 4 above to the new unit member.
8. Where the union steward's access to a group orientation session, individual orientation session or new hire at an extension of a campus occurs outside the union steward's normal work schedule as assigned by the University, the University will not be held responsible for the payment of time as a result of meetings outlined in this Article.
9. The Business Agent for the Fraternal Order of Police will meet with the Labor Relations Manager prior to the expiration of this agreement to discuss any issues regarding the application of this article.
10. The Union agrees that it shall indemnify, defend, reimburse, and hold the University harmless (collectively, "Indemnification") against any claim, demand, suits, cost, expense, damages or any other

form of liability, including attorney's fees, costs or other liability arising from or incurred as a result of any act taken or not taken by the University, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the University by the Union pursuant to this Article. The Union will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the University under this Article. In such litigation, the University shall have no obligation to defend its act taken or not taken.

11. Should any Court or other authority find the indemnity clause in Section 10 void or unenforceable, this Article and Article 5 shall be stricken from the Agreement and the parties shall negotiate replacement articles.

#### **ARTICLE 5 – CHECKOFF**

1. The University shall deduct on a biweekly basis initiation fees and dues upon receipt of signed authorization from an employee and a certified statement from the secretary-treasurer of the Union as to the amount to be withheld.
2. Such amounts shall be deducted from the payroll checks of all employees of the police unit who have so authorized.
3. The University shall forward all such dues or amounts collected to the secretary-treasurer of the Union within 21 days after the deductions were made.
4. Written withholding authorizations from each employee so authorizing will be submitted to the appropriately designated University office. The University together with the Union shall develop forms and procedures to expedite the deduction of dues and amounts and the prompt remission to the Union.
5. The Union agrees that it shall indemnify, defend, reimburse, and hold the University harmless (collectively, "Indemnification") against any claim, demand, suit, cost, expense, damages or any other form of liability, including attorney's fees, costs or other liability arising from or incurred as a result of any act taken or not taken by the University, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the University by the Union pursuant to this Article. The Union will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the University under this Article. In such litigation the University shall have no obligation to defend its act taken or not taken.
6. Should any Court or other authority find the indemnity clause in Section 5 void or unenforceable, this Article and Article 4 shall be stricken from the Agreement and the parties shall negotiate replacement articles.

#### **ARTICLE 6 – MANAGEMENT RIGHTS**

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

#### **ARTICLE 7 – MAINTENANCE OF STANDARDS AND SUBCONTRACTING**

1. General working conditions not specified in this Agreement which are applicable on a system-wide basis, or in the case of a particular campus, on a campus-wide basis, shall be maintained for covered

employees at a level not less favorable to employees than that existing on the date of execution of this Agreement, except where the Union is provided a reasonable opportunity to meet and discuss proposed changes in such working conditions prior to their implementation.

Any disagreement regarding this Section shall be subject to the grievance procedure described in Article 14, Grievance Procedure, commencing at Step 2, thereof.

2. The University agrees not to subcontract work performed by employees in the bargaining unit or reassign such work to University students or supervisors, where the effect thereof would result in the layoff of regular employees. For purposes of this paragraph the term "layoff" shall mean only termination of University employment and not a transfer to another work assignment.
3. Decisions made by the University under Section 2 of this Article shall not be subject to the grievance and arbitration procedure provided the requirements of this Article have been complied with and provided such decisions are made in good faith.

### **ARTICLE 8 – WORK RULES**

1. When existing work rules are changed or new rules are proposed, they shall be posted prominently on all specified bulletin boards for a period of ten (10) consecutive work days, whenever possible, before becoming effective. Objections to any proposed work rules shall be made in writing by the Union Steward to the Department Head, who shall have the responsibility for reviewing such objections. A work rule, as posted, may be the subject of a union grievance beginning at Step 1 within fifteen (15) workdays after posting the work rules. Pending resolution of any such grievance, employees shall act in accordance with the disputed work rule.
2. The University further agrees to furnish each Police Officer subject to this Agreement with a copy of all new work rules within thirty (30) days after they become effective. A copy of the work rules and rule changes shall be provided to the Union and the Steward.

### **ARTICLE 9 – PROBATIONARY PERIOD AND STATUS**

1. a. All appointments to full-time regular non-sworn positions shall be made for a probationary period of twelve (12) months. During the first six (6) months of the appointment, the employee may be disciplined or discharged without cause. Between the completion of the initial six (6) months of the appointment and the end of the 12 (twelve) month probationary period, the employee may only be disciplined or discharged for cause. After completion of the probationary period the employee shall be deemed a regular University employee.
- b. All appointments to part-time regular non-sworn positions shall be made for a probationary period as described herein. During the first six (6) months of the appointment, or the first 520 (five hundred-twenty) hours of actual work for the University, whichever is longer, the employee may be disciplined or discharged without cause, notwithstanding Article 13 of this Agreement.
- c. Police officers hired with a full-time Maine Criminal Justice Academy certificate of eligibility shall have a probationary period of 12 (twelve) months. During the first six (6) months of the appointment, the employee may be disciplined or discharged without cause. Between the completion of the initial six (6) months of the appointment and the end of the 12 (twelve) month probationary period, the employee may only be disciplined or discharged for cause.
- d. The probationary period for sworn police officers shall be from the date of hire through one (1) year after successful completion of the Maine Criminal Justice Academy Basic Police School and receipt of certification as a full-time law enforcement officer.

2. Any person who is promoted or transferred to a classification which is included within the bargaining unit, or who is promoted or transferred from one classification in the bargaining unit to another classification in the bargaining unit in which he or she has not completed a probationary period shall be required to satisfactorily complete a 12 (twelve) month probationary period. An employee who in the judgment of the Director fails to satisfactorily complete this probationary period may be demoted or transferred to his or her former classification.
3. A regular position is where an individual is employed in a position that is expected to continue for a period of one year or more. The employment must be on a continuing basis.
4. A full-time regular position is where an individual holding one or more job classifications in this unit has a regularly scheduled workweek of forty (40) hours in those job classifications.
5. A part-time regular position for the purpose of this Agreement is where an individual holding one or more job classifications in this unit has a regularly scheduled work week of less than forty (40) hours, either when employed in a single job classification in the unit or as the individual's total employment status with the University.

#### **ARTICLE 10 – BULLETIN BOARDS**

The University shall permit in accordance with University regulations and policy the use of bulletin boards, specified by the University, by the Union for the posting of notices relating to Union business.

#### **ARTICLE 11 – STEWARDS**

1. The University of Maine System recognizes the right of the Union to designate Lodge Officers and stewards at those campuses with unit employees. Lodge Officers designated by the Union may act as stewards on a particular campus and will primarily be used to represent the Police unit on System committees constituted to address system-wide issues.
2. The authority of stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:
  - a. The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.
  - b. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.
3. Stewards shall be permitted access to new hires to provide information related to the issue of union security in accordance with Article 4, Sections 4-8.
4. Stewards shall be permitted to conduct official Union business with representatives of management and to investigate, present and process grievances, on and off the property of the University. Time spent on such matters during the Steward's normal working hours shall be considered working hours in computing overtime but shall be limited to two (2) hours paid time per week, except that additional paid time for official Union business may be granted by the appropriate University supervisor in extraordinary circumstances.

5. In the event a Police unit steward is not available or assigned to a campus, the Union may designate a representative on the same campus to serve in that capacity.
6. Meetings with management and conferrals relating to grievances shall be scheduled at mutually convenient times that do not interfere with the operation of any administrative unit of the University.
7. The Lodge shall receive a combined total of four (4) days annually without loss of pay for Lodge Officers and Stewards to conduct Lodge business or attend labor seminars. The Union shall provide the University with written notice of the names of the stewards to receive such training and the date and time of the training session at least thirty (30) days prior to the event.
8. The Union shall furnish the University with a written list of its Officers and stewards and shall promptly notify the University in writing of any changes therein.
9. There shall be no Union activity during normal working time except as expressly provided herein.

**ARTICLE 12 – SENIORITY**

1. "Unit seniority" is the length of continuous service of an employee at any or all University campuses from the employee's most recent date of hire or assignment to full-time regular status in a position covered by this Agreement. This seniority shall be for purposes of layoff and recall. An employee may bump a less senior employee in an equal or lower classification at any campus rather than accept a layoff.
  - a. In the event a full-time employee is laid off on a permanent basis, the employee shall be entitled to severance pay based on the following completed years of continuous regular service:

<u>Complete Years of Continuous Regular Service</u>	<u>Weeks of Severance Pay</u>
1 through end of 2	1 week
3 through end of 4	3 weeks
5 through end of 9	4 weeks
10 through end of 14	5 weeks
15+	6 weeks

2. For unit members who entered the Police unit due to implementation of HECCP, seniority will be determined as follows:
  - a. Full-time regular, continuous university service prior to implementation of HECCP will be counted as part of an affected unit member's unit seniority for the period during which the unit member was in the classification held immediately prior to HECCP implementation, even if that classification was not part of the Police unit.
  - b. Classification seniority for a unit member in this circumstance will also include full-time regular continuous service in the classification held immediately prior to implementation of HECCP, even if that classification was not part of the Police unit.
3. "Classification seniority" is the length of continuous service of a covered employee on full-time regular status in his or her current job classification at the campus where he or she is currently

working. Prior service in the same classification at the same campus shall be included in the computation of classification seniority only where service in the classification was interrupted by continuous University service in an equal or higher classification, within or outside the bargaining unit, in the performance of police and/or security responsibilities. In such event, classification seniority shall include the prior service in the same classification and the intervening service in the equal or higher classification. Classification seniority shall prevail for purposes of shift vacancies, annual leave selection and the overtime rotation "wheel" on that particular campus.

4. Seniority for all purposes shall be broken or terminated when an employee:
  - a. resigns or retires;
  - b. is discharged for just cause;
  - c. is laid off for a period of more than twenty-four (24) months;
  - d. fails to report to work when recalled from layoff within eleven (11) working days from the date on which the employee received notice by certified mail from the University;
  - e. fails to report to work after an approved leave of absence.
5. A classification seniority list shall be established by the University of Maine System listing by campus all police unit members covered by this Agreement, with the employee with the greatest seniority listed first. The seniority list shall be brought up to date semi-annually showing classification seniority as of July 1 and January 1 of each year and posted immediately thereafter on specified bulletin boards or online for a period not less than thirty (30) days. A copy of the list shall be sent to the Union and to each Steward. Any objections to the seniority list, as posted, must be reported to the System Office of Human Resources within ten (10) days from the date posted, or it shall stand accepted. Any unresolved objection made in accordance with the foregoing procedure shall be subject to the grievance procedure described in Article 14, Grievance Procedure, commencing at Step 3 thereof.
6. All job openings and/or vacancies for full-time regular positions within the unit shall be posted by the campus for bid by qualified police unit members as soon as such openings and/or vacancies become available. This provision shall also apply to temporary job openings that are likely to last one hundred eighty (180) or more calendar days. Selection of a person to fill the vacancy shall be based on the qualifications of the applicants to perform the duties and responsibilities of the position and equal employment opportunity obligations. Where all other qualifications are equal, University seniority shall be the governing factor.
7. Assignments to persons who are not within the unit will not be made for the purpose of undermining the Union.
9. It is the right and responsibility of the University to determine the number and classification(s) of employees to perform assignments. Such determination shall reflect needs for efficiency, economy, quality of service and other relevant considerations. On those occasions when the University determines that work is necessary and available outside the regular work schedule for special details, full-time regular employees shall be given priority in assignment to such work if the Police Department is directly reimbursed for wages to be paid to employees performing the work by the department or organization which requires police and/or security services.

## **ARTICLE 13 – DISCHARGE OR SUSPENSION**

1. a. When the University believes it may have cause to terminate or suspend without pay a unit member, a disciplinary hearing will be held prior to the implementation of the suspension or discharge except when circumstances mandate that action must be taken to protect the interests of the University, its employees, or the affected employee. In the case of suspension without pay or termination the University shall notify the employee, the steward and the Union that a hearing will be held and arranged a mutually agreeable time for the parties to meet. At the hearing the University shall provide that unit member and the Union with an explanation of any adverse evidence and allow an opportunity for the unit member and/or the Union to respond. No disciplinary meeting shall be held until the Union business agent or union steward is provided a reasonable opportunity to attend.
- b. The University shall not discipline, discharge or suspend without pay any regular employee without cause. In all cases involving the discharge or suspension of such employee, the University will as soon as possible notify the employee in writing, in person, or by certified mail, return receipt requested, to the employee's last known address according to University records, of the discharge or suspension and the reason(s) therefore . . . In all cases that a complaint against a unit member results in an investigation, the University will notify the unit member where such notification will not compromise the investigation. The University will update the unit member every 30 days in the event the investigation is not completed. Such written notice shall also be forwarded to the Steward, and a copy mailed to the Union, within five (5) working days from the time of the discharge or suspension.
2. The University agrees that, in general, it will follow the principle of corrective discipline for minor offenses prior to effecting a discharge or suspension without pay of a regular employee; that is, the University will give an oral warning for a first complaint against the employee, and a written warning for a second complaint, following which the employee may be discharged or suspended without pay without further warning. The University will provide the Steward with a copy of any written warning notice given to a regular employee. The written warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which a complaint and warning are based, provided that the employee has received no other oral or written warnings during such period. Upon the University's determination that disciplinary action is necessary the University will normally implement the disciplinary action within thirty (30) business days.
3. The oral and written warnings by the University referred to in paragraph 2 shall not be required, by way of illustration but not of limitation, in cases such as: theft or attempted theft; working under the influence of alcohol; absence without leave; and so on.
4. Any employee discharged must be paid in full for all wages owed him by the University, including overtime, and unused annual leave and holiday pay, if any, on the next regular payday following the pay period in which the discharge occurs.
5. A discharged or suspended employee must advise the Union in writing, within five (5) working days after receiving notification of such action against him, of his/her desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the University in writing within ten (10) calendar days after the employee's receipt of notification of the discharge or suspension. In the event that the foregoing time limits are not met by the employee or the Union, the right of appeal shall be deemed waived.

6. If the Union and the University disagree as to the validity of the discharge or suspension the matter may be referred to Step 2 of the grievance machinery as set forth in Article 14, paragraph 4, within ten (10) calendar days after the above notice of appeal is given to the employer.
7. If an employee is called by the Director or designee to an investigatory interview which may reasonably lead to the employee's discharge or suspension, the employee may request that a Union Steward be present at such investigatory interview. Such request shall be granted provided that the Steward does not disrupt or interfere with the conduct of the investigation.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE**

1. A grievance, for the purpose of this Article, shall be defined as a dispute between an employee or employees and the University, or between the Union and the University with respect to the interpretation or application of the specific terms of this Agreement.
2. The employee's representative, with or without the employee who believes that a problem exists with respect to the interpretation or application of the specific terms of the Agreement, shall first discuss the problem in an informal manner with the employee's immediate supervisor within five (5) calendar days of the occurrence of the problem. Reasonable efforts shall be made by the parties involved to resolve the problem informally within seven (7) calendar days. The employee's representative and the employee will be notified of the disposition by the supervisor.
3. Step 1: If the problem has not been adjusted informally, the employee or employee's representative shall reduce it to writing and submit a written grievance to the Director of Police and Safety or equivalent campus administrator within five (5) calendar days after notification of disposition provided in paragraph 2. The written grievance shall contain:
  - a. A concise statement of the events giving rise to the grievance;
  - b. The specific section of this Agreement alleged to be violated;
  - c. All evidence available in support of the grievance claimed;
  - d. A statement as to when the grievance arose, became known or should have become known to the employee; and
  - e. A statement as to the redress sought by the employee.

Upon receipt of the written grievance, a grievance number shall be obtained from the System Office of Human Resources and assigned to the grievance by the Director of Police and Safety or equivalent campus administrator. A written disposition with respect to the grievance shall be rendered by the Director to the employee and the employee's representative within ten (10) calendar days after receipt of the written grievance.

4. Step 2: If the disposition is not satisfactory to the Union, the employee or employee's representative may appeal the grievance in writing to the President or the President's designee within ten (10) calendar days after receipt of the notification provided in paragraph 3. The President or the President's designee shall render a disposition in writing to the employee and employee's representative within ten (10) calendar days after receipt of the written grievance.
5. Step 3: If the disposition of the President or the President's designee is not satisfactory to the Union, the employee or employee's representative may appeal the grievance in writing to the Chancellor or the Chancellor's designee within ten (10) calendar days after receipt of the notification provided in paragraph 4. The Chancellor or the Chancellor's designee shall render a determination in writing to the employee's representative within ten (10) calendar days after receipt of the written grievance.

6. Step 4: In the event that the determination of the Chancellor or Chancellor's designee is not acceptable to the Union it may, within thirty (30) working days after the date of that determination or the date the determination is due, request that the matter be submitted to arbitration by notifying the Chancellor or the Chancellor's designee in writing by certified or registered mail.
  - a. The arbitration proceedings shall be conducted by an arbitrator selected by the Chancellor or the Chancellor's designee and the Union within ten (10) working days after the notice has been received. If the parties fail to agree upon an arbitrator, either may request the Federal Mediation and Conciliation Service or Maine Board of Arbitration to provide an arbitrator in accordance with the rules of the organization.
  - b. The decision of the arbitrator shall be final and binding with regard to the dispute consistent with applicable law and this Agreement. The arbitrator shall not have the authority to amend or modify or establish new terms or conditions with respect to this Agreement. Wherever possible the arbitrator shall render the decision within thirty (30) calendar days after the conclusion of the hearing and any final written or oral argument.
  - c. All fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the University and the Union. However, each party shall be responsible for bearing the costs of preparing and presenting its own case and compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.
7. All grievances shall be filed and appealed within the time limits set forth above or they will be deemed waived; provided, however, that the time limits may be extended by mutual agreement, of the appropriate Union representative and the University administrator at any step of the above procedure.

## **ARTICLE 15 – WORK SCHEDULE**

1. The work week for full-time regular employees holding a single job classification shall be a forty (40) hour week consisting of five (5) consecutive eight (8) hour days including meal time where regularly scheduled within the work day. However, other schedule may be approved by the Director. If mealtime is not scheduled within the workday the hours of work shall be consecutive except for the mealtime allotted. Other schedules in existence under the prior agreement shall be continued.
2. Each campus of the University will establish a work schedule for full-time regular employees holding a single job classification to bid on in seniority order. The bid and assignments except for mutually agreed upon rotating schedules shall take place annually but no later than August 1 of each year. This provision does not prevent the University from changing the work schedule when it determines that reasons exist for such change(s). However, if any change occurs, re-bidding if appropriate, shall take place. Prior to implementing a change in the work schedule, the University shall notify the Union of the change and shall discuss the change with it.
3. A full-time regular employee with five (5) full-time equivalent years of continuous service may request a reduction in work schedule when it is mutually beneficial to the University and the employee and be eligible for certain pro-rated benefits available to full-time regular employees. The work schedule reduction shall be to no less than one-half (1/2) time to be eligible for pro-rated benefits. The work schedule reductions shall be for an indefinite duration with no right to return to full-time regular status unless specifically agreed to in writing between the University and the employee at the time the reduction occurs. Requests by employees for work schedule reductions shall be made at least two (2) months prior to the requested effective date. This time limit may be waived by the campus. Final

approval or disapproval of work schedule reduction requests shall be at the sole discretion of the campus president or the president's designee and communicated to the employee in writing.

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

## **ARTICLE 16 – WAGES AND OVERTIME**

1. The Police Unit Wage Schedule in Appendix C & D (“Police Unit Wage Schedule”) shall be in effect from July 1, 2019 to June 30, 2021 as specified on the wage schedule. Based on the market analysis related to job families used to create the University’s wage schedule for all hourly employees as a part of HECCP, from July 1, 2019 to June 30, 2021 the hire rate for all police unit positions shall be the hire rate designated on the Police Unit Wage Schedule in effect, unless otherwise provided in this Agreement. Determination of the hire rate for positions assigned to the Police unit for future contract period wage schedules will be contingent on future market study findings.
2. Effective the first day of the first full pay period following July 1, 2019 the following increases shall take effect: (Appendix C)
  - a. A revised wage schedule shall be implemented.
  - b. Unit members at the maximum (highest numbered) step for the appropriate wage band or whose hourly rate exceeds the maximum for the wage band shall receive 2% increase.
3. Effective the first day of the first full pay period following July 1, 2020 the following increases shall take effect: (Appendix D)
  - a. Employees shall move up one step.
  - b. A revised wage schedule shall be implemented.
  - c. Unit members at the maximum (highest numbered) step for the appropriate wage band or whose hourly rate exceeds the maximum for the wage band shall receive 2% increase.
4. Unit members in Police Officer positions shall be placed on the Police Unit Wage Schedule for sworn positions as follows:
  - a. For new hires who have not completed the Maine Criminal Justice Academy Basic Police School and certification:
    - i. Upon initial appointment, the unit member will be placed at the applicable hire rate of the appropriate wage band in the Police Unit Wage Schedule.
    - ii. Upon successful completion of the Maine Criminal Justice Academy Basic Police School and receipt of certification as full-time law enforcement, a unit member will be placed on the next higher step in the appropriate wage band.
    - iii. Upon successful completion of the mandatory probationary period outlined in Article 9, a unit member will be placed on the next higher step in the appropriate wage band.
  - b. For new hires who have completed the Maine Criminal Justice Academy Basic Police School and are certified as full-time law enforcement prior to being employed by the University:

- i. Upon initial appointment, the unit member will be placed a step above the applicable hire rate of the appropriate wage band in the Police Unit Wage Schedule.
  - ii. Upon successful completion of the mandatory probationary period outlined in Article 9, the unit member will be placed on the next higher step in the appropriate wage band.
5. Any Police Services Dispatcher hired after the execution of this Agreement will be required to obtain the Certified Terminal Operator certification within the first year of employment as a condition of continuing employment. Upon completion of this certificate, such Police Services Dispatcher shall receive a step increase on the Police Unit Wage Schedule. If a Police Services Dispatcher is at or above the maximum of the wage band, there shall be no increase.

Any new candidate hired into the position of Police Services Dispatcher who already possesses the certification shall start at a step above the applicable hire step of the appropriate wage band in the Police Unit Wage Schedule.

6. The following conditions apply to all wage increases:
  - a. A unit member must be actively employed as of the pay period in which an increase is processed to be eligible for the increase and any retroactive pay.
  - b. Unit members at the maximum (highest numbered) step for the appropriate wage band or whose hourly rate exceeds the maximum for the wage band are not entitled to further step movement.
7. The University and the Union agree that no employee advances to any step after the expiration of the contract. Any future step movement is subject to negotiations.
8.
  - a. If a campus advertises for personnel and is unable to hire at the current rate of pay, the campus will re-advertise and be able to hire using a starting wage above the hire rate of the Police Unit Wage Schedule in effect at the time. If there are any other employees within the University of Maine System in the same title and classification who make less than the employee hired, his/her hourly rate will be increased to at least the rate paid to the new employee. The Union will receive notification of any employee hired above start step.
  - b. If a job applicant selected for hire for a Police Officer, Specialist, Corporal, Sergeant, or Lieutenant position has significant experience and/or qualifications, they may be offered a starting wage that is above the starting wage for the position.
9. Employees who are promoted to another job in a higher wage band shall be placed at the hire rate in the new wage band or be placed on the lowest step in the new wage band of the Police Unit Wage Schedule that provides at least a 5% increase to their hourly rate, whichever is greater. In no case shall a promotion to a supervisory position result in an increase less than the last step of the pay range for officers.
10.
  - a. Employees who are demoted for non-disciplinary reasons to a job in a lower wage band shall be placed on the step in the new wage band on the Police Unit Wage Schedule which would have been obtained had the employee not been employed at the higher classification, except that an

employee who is demoted for non-disciplinary reasons due to the abolition of his or her former position shall be placed on the step in the new wage band which provides a pay rate nearest to but not exceeding the employee's former rate. Notwithstanding the foregoing, in the event that managerial decision is made at a campus to discontinue the performance of law enforcement functions which under applicable law require sworn law enforcement personnel, the wage rates of police officers who are reassigned to perform security functions as a result of such decisions shall be red-circled.

- b. Employees who are demoted for disciplinary reasons to a lower wage band shall be placed on the wage step nearest to but not exceeding ninety-five (95) percent of the hourly rate held by the employee in the former job, but not above the maximum step of the lower wage band nor below the hire rate of the lower wage band.
11. The base hourly rate of pay shall be determined by the Police Unit Wage Schedules in Appendix C and D during the term of this agreement.
  12. The assignment of wage bands to classifications which are included within the unit will not be altered for the duration of this Agreement.
  13. Notwithstanding other provisions of this Agreement, an employee required by supervision to be in active pay status more than forty (40) hours in any work week shall be compensated for such time worked over forty (40) hours per week at 1 1/2 times the base hourly rate of pay. For purposes of this Article "active pay status" shall mean all hours actually worked by the employee and shall include sick leave pay, annual leave pay, or other paid leave of absence.
  14. Overtime shall be distributed pursuant to Article 12.2 and any employee who has worked overtime may choose, with the consent and approval of supervision, to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of 1 1/2 hours of time off for each hour of overtime worked. Employee requests to use accrued compensatory time shall be granted within a reasonable period after making the request so long as such request does not unduly disrupt operations. The compensatory time will be taken within twelve (12) months of the date it is earned. Employees shall be permitted to accumulate not more than eighty (80) hours of compensatory time.
  15. Whenever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the applicable rates shall apply.
  16. a. The University shall maintain a job description for each job classification in the Unit. The job description shall describe the duties considered necessary to perform the principal functions of the job. In the event that the duties of the classification are altered by the University, the University shall revise the job description accordingly, and shall so inform the Union in writing. Upon its request, the Union may meet with the University to discuss the impact of the revision(s) on employees. In the event of disagreement between the University and Union regarding such impact, employees shall perform such work as is assigned. The wage band for the classification shall be maintained or revised in accordance with the University's application of the existing job evaluation criteria. Disagreements regarding assignment of the classification to a wage band may be referred by the Union to Step 3 of the grievance procedure within five (5) working days after the discussion is concluded. Other disagreements as to whether the impact of the assignment

violates any provision of this agreement may be referred to the grievance procedure commencing at Step 1 thereof.

- b. Except as permitted under this Article and changes as a result of HECCP, the assignment of wage bands to classifications which are included within the unit will not be altered for the duration of this Agreement.
- 17. When an employee performs approved non-scheduled work not otherwise covered by the agreement as part of his job outside of his normal work hours and off campus, the employee will be paid at the regular hourly rate in quarter hour increments. Such approved computation of time will count towards hours worked for the purpose of overtime. Such work, by way of illustration, is not limited to the following: monitoring mechanical systems at home, answering work related questions by telephone or text messaging.
- 18. Effective sixty (60) days after the execution of the Agreement, new unit members shall receive pay checks by means of direct deposit/electronic funds transfer to the employee's account at a financial institution.
- 19. Unit members will be provided an additional \$1.25 per hour for time spent actively serving as a Field Training Officer or Fire Arms Instructor.

#### **ARTICLE 17 – SHIFT DIFFERENTIAL**

- 1. Employees working a scheduled shift the majority of which falls between the hours of 5:00 p.m. and 8:00 a.m. shall be entitled to shift differential for all hours of that shift in the following amounts:
  - a. For such shifts which begin after 1:00 p.m. and at or before 8:00 p.m. – \$.75 per hour.
  - b. For such shifts which begin after 8:00 p.m. and at or before 8 a.m. – \$1.00 per hour.
- 2. Employees assigned a partial or full vacant shift the majority of which falls between the hours of 5:00 p.m. and 8:00 a.m. shall be entitled to the applicable shift differential in Section 1.a or 1.b for the hours worked during the vacant shift assignment.
- 3. Shift differentials shall be payable to police officers for assignments to special details which occur at the aforementioned times.

#### **ARTICLE 18 – HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Indigenous Peoples' Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Holidays shall be observed on the days designated by the University. The dates of the observance of the holidays shall be communicated to the Union prior to the start of the fiscal year in which the

holidays occur. If any other day declared as a holiday is granted to another bargaining unit, then it shall apply to police unit employees.

- b. Patriot's Day may be used as a floating annual leave day in accordance with Article 19, Section 6. Employees electing to replace Patriot's Day with an annual leave day must notify their supervisor before July 1 of each fiscal year and identify the day and month when the annual leave day will be used.
2. To be eligible for holiday pay an employee must be in an active pay status or an approved leave of absence the last hour of his or her scheduled workday prior to the holiday and in an active pay status the first hour of his or her scheduled workday after the holiday. Holiday pay eligibility does not extend to employees on an unpaid leave of absence as described in paragraphs 2 and/or 5 of Article 20, layoff, long-term disability or Worker's Compensation, unless the employee is scheduled to work on the holiday.
3. An employee shall receive holiday pay at his or her basic hourly straight time rate for a number of hours equal to the employee's regularly scheduled workday.
4. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.
5. An employee required by the University to work on a holiday shall be paid the basic hourly straight time rate for each hour worked in addition to the holiday pay to which the employee is entitled as above described except that on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day, the employee shall be entitled to a premium rate of one and one-half (1 1/2) times the basic hourly straight time rate for each hour worked in addition to the holiday pay as above described. Employees shall be considered to have worked on a holiday if 30% of the hours of a shift worked by the employee fall on the calendar date that has been designated by the University as and or is the holiday. Unit members shall be compensated at the appropriate rate for any regular hours worked, up to a full shift, on the calendar date that has been designated by the University as the holiday.

In such event, the provisions of this paragraph and paragraph 6 of this Article shall apply to all hours of that shift; but they shall not apply to any minor portion of any other shift which the employee may also work on the calendar date which had been designated as the holiday.

6. An employee who has worked on a holiday may choose, with the consent and approval of the Director, to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of one hour of time off for each hour of holiday worked, except that on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day, compensatory time off will be granted at the rate of one and one-half (1 1/2) hours off for each hour of holiday worked. The compensatory time off will be taken at a time mutually convenient to the employee and supervision, but within twelve (12) months of the date it is earned. Employees not scheduled to work on a holiday may choose compensatory time off in lieu of cash payment provided the employee notifies supervision of their choice within the week that the compensatory time was earned.
7. The University shall determine the number and categories of employees needed for holiday work and schedule shall be posted preceding the workweek in which the holiday falls.
8. Holiday pay paid to employees who are not scheduled to work on the holiday shall not be counted in the computation of overtime.

9. Unit members who work Christmas, December 25, and/or Independence Day, July 4 (between midnight and midnight) and who do not work the observed holiday designated by the University, shall receive premium pay for working December 25 and/or July 4. Premium pay will only be paid once for Christmas and/or Independence Day and there will be no pyramiding of time.

**ARTICLE 19 – ANNUAL LEAVE**

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

<u>Continuous Years of Service</u>	<u>Bi-weekly Pay Period Accrual</u>
1 through end of 4	3.70 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 +	7.39 hours

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

2. If a full-time regular employee is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week the annual leave earned shall be prorated.
3. An employee may carry forward from year to year up to a total of forty (40) work days. The annual leave carry forward will be applied at the end of the pay period which includes December 31 of each year. In special circumstances where a unit member is unable to use annual leave accumulated in excess of forty (40) work days prior to December 31<sup>st</sup> of any given year at no fault of his/her own, a unit member may request a waiver to carry forward days in excess of forty (40) with the recommendation of the Department Director and the approval of the System Office of Human Resources. An annual leave day for purposes of this paragraph shall be equal to the number of hours in the employee's regularly scheduled workweek divided by five (5).
4. Part-time regular employees shall accumulate annual leave on an hourly basis. For each eighty (80) hours worked and compensated for, annual leave shall be accumulated according to the following schedule:

<u>Continuous Years of Service</u>	<u>Accrual per 80 Hours Worked</u>
1 through end of 4	3.70 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 +	7.39 hours

Prorated annual leave based on the aforementioned formula shall be credited to part-time regular employees each bi-weekly pay period.

5. Annual leave shall not accrue after an employee is on Worker's Compensation for three (3) months, or when an employee is on an unpaid leave of absence, layoff, or long-term disability, or becomes separated from the University on or before the middle of a pay period. An employee who becomes

separated from the University will be paid for accumulated unused annual leave earned at the time of separation.

6. Employees may request the use of annual leave. Such requests shall be made as far in advance of the desired leave period as is practicable. The University shall review such requests and may approve or disapprove them based on consideration of such criteria as the following:
  - a. the availability of adequate staffing during the period desired;
  - b. the employee's seniority;
  - c. the date of the employee's request relative to the period desired.

No more than two (2) consecutive weeks of annual leave may be requested except in exceptional circumstances. The University's decision regarding an employee's request for annual leave will be communicated to the employee as far in advance of the desired leave period as is practicable.

7. The University will report on a bi-weekly basis the amount of annual leave and sick leave earned and used by full-time regular employees. This report shall be made available by the University for inspection by employees.
8. Annual leave taken will be computed on the basis of the hours scheduled to work times the hourly rate of pay, and shall be recorded in one-half (1/2) hour intervals. Less than one-half (1/2) hour annual leave shall be recorded as one-half (1/2) hour.

## **ARTICLE 20 – LEAVES OF ABSENCE**

1. Full-time regular employees shall be eligible for a leave of absence without pay for urgent and compelling personal business. Periods of absence not to exceed three (3) workdays per fiscal year, may be granted. A written request for this leave must be submitted by the employee to the appropriate supervisor. Approval must be granted by the Director prior to commencement of the leave.
2. Full-time regular employees shall be eligible for extended leaves of absence without pay for personal reasons other than personal illness for additional periods not to exceed sixty (60) days and not less than thirty (30) days. A written request, with reasons, for this leave must be submitted at least thirty (30) days in advance by the employee to the appropriate supervisor. This time requirement may be waived by mutual consent of the director and the employee. A request for leave of this nature shall require approval, in advance, by the appropriate supervisor and the Personnel Officer/Business Manager. If the request is approved a copy of the communication approving the leave shall be transmitted to the Union. An extension of this leave may be requested by an employee.
3. While on the leave of absence described in paragraph 2 or paragraph 5, the employee will not accumulate sick leave or annual leave or be eligible for long-term disability or insurance benefits. The employee may at the time of the approval of the leave, but prior to the commencement of the leave, make arrangements to maintain life and health insurance coverage, at the employee's expense. The employee is responsible for the timely submission of the remittance in full of the premium cost on a monthly or pre-paid basis. An employee will accumulate seniority for the initial term of office while on leave of absence as described in paragraph 5.
4. Any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business shall be granted time off, without pay, provided seven (7) calendar days written

notice is given to the University by the Union, specifying the length of time off. In the event the time off desired exceeds seven (7) calendar days, the provisions of paragraphs 2 and 3 shall govern. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the University's operation due to lack of available employees or the creation of unreasonable work schedules for remaining employees.

5. An employee elected to a full-time paid Union office shall be granted an unpaid leave of absence for the term(s) of office. A written notice of this leave must be submitted at least thirty (30) days in advance by the employee to the appropriate supervisor. This time requirement may be waived by mutual consent of the Director and the employee. The Union shall provide to the University official notice of such appointment and the applicable term as soon as possible. The Union shall provide notice of the employee's intent to return to active duty as soon as possible but at least thirty (30) days in advance of the date of return. The least senior employee in the same job classification at that employee's campus may be laid off upon return of the employee granted such leave.
6. Employees can obtain information about the Family Medical Leave Act from the Employee Benefits Center (EBC) at:

Website: [www.maine.edu/benefits](http://www.maine.edu/benefits)  
Email: [benefits@maine.edu](mailto:benefits@maine.edu)  
Toll-free: (866-269-9635  
Phone: (207) 973-3373  
Fax: (207) 561-3454

#### **ARTICLE 21 – MILITARY LEAVE**

1. Full-time regular employees who are members of the National Guard or the Military Reserve will be granted a leave of absence when ordered to active duty for training. Such employees will receive their normal University pay while on military leave, not to exceed seventeen (17) working days per fiscal year, and shall accrue sick and annual leave and seniority during such periods of absence not exceeding seventeen (17) days. All military duty must be authorized by the Governor or under the provisions of the National Defense Act.
2. Nothing in this Article shall be construed as preventing the use of the seventeen (17) days for weekend drills. The unit member, upon request from his supervisor, will provide a written verification of attendance from his Commander.

#### **ARTICLE 22 – SICK LEAVE**

1. Full-time regular employees shall accumulate 4.62 hours of sick leave for each bi-weekly pay period of continuous service or a major portion thereof. Such accumulation shall continue during pay periods in which the full-time regular employee with the approval of the University works a reduced number of hours per week but at least twenty (20) hours per week provided that such pay periods do not exceed 1/3 of the pay periods in the employee's work year. Sick leave may be accumulated up to a maximum of one thousand four hundred forty (1,440) hours. If a full-time regular employee is regularly scheduled to work less than twelve (12) months per year or less than forty (40) hours per week, sick time earned shall be prorated.
2. Part-time regular employees shall accumulate 4.62 hours of sick leave for each eighty (80) hours worked and for which compensation is paid. Prorated sick leave based on the aforementioned formula

shall be credited to part-time regular employees each bi-weekly pay period. Sick leave may be accumulated up to a maximum of one hundred twenty (120) times the number of hours in the employee's regularly scheduled workday.

3. Sick leave shall not be accrued after an employee is on Worker's Compensation for three (3) months, or when an employee is on an unpaid leave of absence, layoff, or long-term disability, or becomes separated from the University on or before the middle of a pay period.
4. In the case of an illness over five (5) work days in duration or suspected sick leave abuse, the University may require the submission of a written statement by a qualified physician regarding the sickness or illness prior to the payment of sick leave to an employee.
5. Employees must notify the Director, or appropriate Supervisor in charge of the shift of their illness as early as possible, but in any case no less than one (1) hour prior to the starting time, in order to be paid sick leave, unless a shorter time is approved by the Director.
6. In cases of serious illness, an employee who has exhausted all available leave credits, including annual leave and compensatory time, shall make application for total disability benefits if the medical prognosis indicates a disability of qualifying duration. If the medical prognosis does not indicate a disability of qualifying duration, the employee may be placed on leave without pay for the duration of the illness but not to exceed a total of twelve (12) months of paid and unpaid leave. Employees who are placed on leave without pay for reasons of personal illness shall have the rights and responsibilities described in Article 20, Leaves of Absence, Section 3, except that eligibility for long term disability benefits shall be retained to the extent permitted under the existing or equivalent long term disability insurance plan. In such event, the employee may make a written request to the Director for an advance of sick leave. The Director shall forward the request with his/her recommendation to the campus President or his/her designee. The President or designee may receive other recommendations regarding the request from such individuals as he or she determines to be appropriate. The President or designee shall have the sole discretion to accept or reject the request, and his/her decision shall be final and shall not be grievable. Upon the employee's return to work, the amount of sick leave advanced shall be repaid by the employee on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the advance has been repaid. Any outstanding balance shall be repaid by the employee at the time of termination.
7. The amount of sick leave accumulated by an employee at the time of retirement, up to a maximum of one hundred twenty (120) days, shall be credited as if compensation were paid for such accumulated leave for purposes of determination of the employee's retirement benefit in only the University of Maine System Retirement Plan for Classified Staff (formerly the non-contributory retirement plan) as agreed in an Memorandum of Understanding between the University and the Union dated April 27, 1998.
8. Subject to supervisory approval, accumulated sick leave up to a maximum of one-half (1/2) of the total accumulated at the time of the qualifying event, may be used in the event of serious illness in the employee's immediate family. For the purpose of this Article, "immediate family" shall be defined as spouse, children (or person for whom the unit member acted as parent), parents (or person who acted as the unit member's parent when the employee was a child), grandparents, grandchildren, sisters, brothers, step children, foster children, step parents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law, and significant other in the household. 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 immediate family member. Approval for such use of sick leave will not be unreasonably denied.

9. A unit employee receiving long term disability (LTD) payments and who is able to work on a reduced schedule shall be allowed to use accrued sick leave to supplement the difference between the LTD payments received and the unit member's regular salary.
10. Employees may use sick leave with advance notice for doctor's appointments for themselves.

### **ARTICLE 23 – BEREAVEMENT AND FUNERAL LEAVE**

1. Full-time regular employees will be granted a maximum of five (5) paid days leave in the event of a death in their immediate family to a maximum of ten (10) paid days leave per fiscal year. For the purposes of this paragraph only, if additional time away from work is needed, an employee may use accumulated sick leave up to a maximum of one-half (1/2) of the total sick days accumulated at the time of the qualifying event in addition to or in lieu of accumulated annual leave.
2. For the purpose of this Article "immediate family" is defined as spouse, children (or person for whom the unit member acted as parent), parents (or person who acted as the unit member's parent when the employee was a child), grandparents, grandchildren, sisters, brothers, step children, foster children, step parents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law and sister-in-law, and significant other in the household.
3. Full-time regular employees may be granted paid leave, in an amount determined by the Director to a maximum of one (1) day to permit an employee's attendance at the funeral of any of the employee's aunts or uncles, provided that in no event shall the total amount of bereavement and/or funeral leave payable to an employee under all paragraphs of this Article exceed ten (10) days per fiscal year.

Up to an additional two (2) days of paid funeral leave per fiscal year beyond the above referenced ten (10) days may be granted by the appropriate supervisor if extended travel is required in order to attend the funeral. The unit member may supplement funeral leave with accrued annual leave with supervisory approval. The supervisor may request the unit member to provide a copy of the obituary or other appropriate documentation as an added condition of granting time.

### **ARTICLE 24 – ADMINISTRATIVE LEAVE AND ADMINISTRATIVE HOLIDAYS**

1. All employees directed by management to work during hours which have been declared, because of weather conditions, "administrative leave" at their particular campus shall receive double the regular hourly rate of pay for each hour worked during the period of the "administrative leave". An employee may choose, with the consent and approval of supervision, to take compensatory time off at the rate of one (1) hour off for each hour worked during the period of the administrative leave in lieu of premium pay. If the employee is directed to work for more than eight (8) hours the employee shall receive this pay or compensatory time in lieu of overtime.
2. In the event that a declaration of "administrative leave" is delayed because the University administrator for that particular campus responsible for making an "administrative leave" determination is not immediately available to assess the weather conditions which are later determined to warrant "administrative leave", those employees on duty and working during the period in which the declaration of "administrative leave" is delayed shall receive the above rate for the hours actually worked by them during the period of such delay, to a maximum of two (2) paid hours at this rate for work outside the "administrative leave" period.
3. Administrative holidays may be declared only at the discretion of the Chancellor or his or her designee. Such holidays may be declared in conjunction with such occasions as national observances or regularly scheduled University holidays. The duration of the administrative holiday shall be specified by the

Chancellor or designee, but shall not be limited in a manner that arbitrarily excludes any group of employees from the administrative holiday period. Employees directed by management to work during hours that have been declared to be within the administrative holiday period shall receive double the regular hourly rate of pay for each hour worked during the period of the administrative holiday plus any additional hours continuously worked before or after the designated time to include all the hours of the shift for which they are scheduled. An employee may choose, with the consent and approval of supervision, to take compensatory time off at the rate of one (1) hour off for each hour worked during the period of the administrative holiday in lieu of premium pay. If the employee is directed to work for more than eight (8) hours, the employee shall receive this pay or compensatory time in lieu of overtime.

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

### **ARTICLE 25 – OFF DUTY ASSIGNMENTS AND CALL BACK**

1. Any full-time regular employee assigned by supervision to special details which extend beyond the normal work day shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for those hours assigned beyond the normal work day. An employee may choose, with the consent and approval of supervision, to take compensatory time off at the rate of one and one-half (1 1/2) hours off for each such hour worked beyond the normal workday in lieu of such pay. There shall be a minimum of three (3) hours pay or compensatory time, or pay or compensatory time for the scheduled hours if greater, at this rate for such assignments.
2. Any full-time regular employees called back by supervision from home without prior notice before or after their normal work day, or on days which are not included in their regular work schedule shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for those hours worked outside the regular work period. An employee may choose, with the consent and approval of supervision, to take compensatory time off at the rate of one and one-half (1 1/2) hours off for each such hour worked in lieu of such pay. Time will begin when the employee leaves home and will end when the employee returns home provided that reasonable travel time is claimed.

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

### **ARTICLE 26 – DEPARTMENTAL MEETINGS**

1. Any full-time regular employee who is required to attend a departmental "troop" meeting scheduled by the Director outside of his or her regular work shift shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for such off-duty attendance. An employee may choose, with the consent and approval of supervision, to take compensatory time off at the rate of one and one-half (1 1/2) hours off for each such hour of off-duty attendance in lieu of such pay. There shall be a minimum of two (2) hours pay or compensatory time at this rate when such meetings are outside the regular work shift.
2. The Steward will be notified in advance of all departmental "troop" meetings. It is the Steward's responsibility to attend the meeting called on his or her shift and to appoint a designee from those employees who are on duty to attend other shift meetings.

## **ARTICLE 27 – COURT TIME**

1. Any employee covered by this Agreement who is required in the course of duty to attend a federal or state court proceeding or other formal hearings before an administrative agency of the state, outside his or her regular work shift, shall receive overtime compensation, but in no event less than four (4) hours pay at one and one-half (1 1/2) times his or her regular hourly rate for such attendance. An employee may choose, with the consent and approval of supervision, to take compensatory time off at the rate of one and one-half (1 1/2) hours off for each hour of such attendance in lieu of such pay. No court time shall be allowed to any employee who has been notified that his or her presence is not needed prior to the end of his or her last shift preceding a scheduled court attendance. The provision of this section shall not apply to campus disciplinary proceedings.
2. If an employee is required to stay in attendance at such court for more than four (4) hours in any one (1) day and this attendance is outside the regular work shift, the employee shall be paid for the actual hours or half hour fractions thereof spent at court that day at one and one-half (1 1/2) times the regular hourly rate for such attendance. An employee may choose, with the consent and approval of supervision, to take compensatory time off at the rate of one and one-half (1 1/2) hours off for each hour of such attendance in lieu of such pay.
3. Any and all fees, compensation or allowances which any employee is or would be entitled to for court time, as provided for by statute or court order, shall be turned over and paid to the University and not retained by the employee.

## **ARTICLE 28 – TRAINING**

1. Any employee assigned to work-related schooling or training will be paid at the applicable hourly rate for all hours of said training or schooling.
2. Any employee required to travel in his or her own vehicle to and from any training program or school shall be reimbursed for travel mileage at the established University rate in addition to meals, lodging and other related expenses. The employee shall submit receipts to the Director for expenses incurred.
3. When notice of training schools available to Police Officers is received by the Director, the Director or his/her designee shall post a notice of such schools as soon as possible. Such notice may include a statement regarding whether such training may be eligible for approval of attendance of Police Officers under the provisions of this Article. Police Officers may express their interest in attendance at any appropriate training school. The Director shall select from the qualified applicants for approved schools based on departmental needs and evaluation of the relevance of the training offered.
  - a. Employees grand fathered under An Act Concerning Law Enforcement Training, who request to attend the Maine Criminal Justice Academy and commence the program, shall be terminated from employment if they do not graduate from the Academy.
  - b. During the period of attendance at the Maine Criminal Justice Academy, employees shall be paid for forty (40) hours per week at their regular hourly rate.
4. The University shall comply with State of Maine requirements for training to certify police communications coordinators.

## ARTICLE 29 – EDUCATIONAL PROGRAM

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

1. The campus shall determine when space is available, recognizing that such determination should be made, whenever possible, in sufficient time to permit timely enrollment by participating unit members.
2. Unit members and dependents must meet any course prerequisites.
3. All fees other than tuition, except those waived by the Chief Administrative Officer of the University where enrolled, shall be paid by the participating individuals as a condition of enrollment. However, unit members shall not be charged separately identified admission, student health or student activity fees for courses they enroll in under this program.
4. Minimum enrollment requirements, established by any University as a necessary condition for offering a course, shall not count unit members toward the number of students required to guarantee the offering of such course. For Summer courses which are self-supporting, dependents who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment.
5. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the University.
6. Participation in the tuition waiver program by unit members and dependents will be as follows:
  - a. Full-Time Regular Unit Member Tuition Waiver:

May take courses not to exceed eight (8) credit hours per semester and in the summer for full-time regular unit members.
  - b. Part-Time Regular Unit Member Tuition Waiver:

Tuition waiver not to exceed four (4) credit hours per semester and in the summer.
  - c. Dependents of Full-Time Regular Unit Members:

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

Dependents who are enrolled either full-time or are part-time matriculated within the University of Maine System will receive a 25% tuition waiver.

e. Dependent Tuition Waiver for Summer Courses:

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

f. Dependent Tuition Waiver for Graduate Students:

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

7. In no event shall a tuition waiver exceed 50 % tuition for a dependent of a full-time regular unit member or 25 % tuition waiver for the dependent of a part-time regular unit member. Unit members and dependent waivers cannot be additive.
8. Requests by a unit member to take a course during his or her normally scheduled work hours shall be subject to supervisory approval. Such requests shall not be unreasonably denied. In the event that approval is granted, the supervisor must make arrangements for the unit member to make up time which was missed from work unless the unit member is approved to take a leave without pay or annual leave for this purpose.
9. This benefit shall not be applicable when a unit member is on an unpaid leave of absence of more than ninety (90) days (except for military call-up), long-term disability or Worker's Compensation. In the event a unit member has begun a course and one of the above situations occurs, the unit member shall be permitted to maintain enrollment at no cost until the end of the semester.
10. Any unit member or dependent eligible under the provisions of this Article, who receives a scholarship or work study funds from any source, shall have the tuition waiver applied first and then the amount of the scholarship and/or work study funds.
11. When a unit member is terminated through participation in the University's long-term disability program and has twenty (20) or more years of continuous University service, or dies, or retires, or is laid off, the dependent of that unit member who is enrolled full-time or is a part-time matriculated student participating in a tuition waiver program at the time of the unit member's termination, death, retirement or lay-off shall maintain eligibility for that tuition waiver program. The tuition waiver shall remain in effect as long as the student either maintains continuous full-time enrollment or part-time matriculation, until completion of the requirements for a degree.
12. When a unit member is called to active military duty, his / her dependents shall be eligible to participate in the tuition waiver program described above.

13. The dependent children of unit members who retire during the life of this Agreement and who have twenty (20) years of University service shall be eligible to participate in the tuition waiver programs as described throughout above.
14. For two (2) years following the effective date of layoff, a unit member who has been laid off and who is on a recall list shall be eligible for one-half of the unit member tuition waiver benefit described above.
15. The value of tuition waiver may be taxable income in some situations, in accordance with the rules and regulations of the Internal Revenue Service.

### **ARTICLE 30 – UNIFORM AND EQUIPMENT**

1. The University agrees to furnish at no cost to the employees the present University approved uniforms, rain gear, and other equipment the University deems necessary for the regular performance of the employee's duties. This provision does not prohibit the University from adding to or subtracting from the mandatory uniform or equipment requirements during the life of this Agreement.
2. The University shall replace appropriate uniforms or equipment damaged, destroyed or stolen in the line of duty. The University shall replace ballistic vests to the manufacturer's specifications.
3. Full-time regular employees shall receive from the University an allowance of one hundred seventy dollars (\$170.00) a year to purchase shoes used in the line of duty. All part-time regular employees shall receive from the University an allowance of fifty dollars (\$50.00) a year to purchase shoes used in the line of duty.
4. "Plainclothes" Police Officers shall receive from the University a four hundred fifty dollars (\$450.00) allowance per year to purchase and maintain clothing used in the line of duty.
5. Eligibility for shoe and clothing allowances described in Sections 3 and 4 of this Article shall be based on the status of police unit employees as of January 1 of each year. Such allowances shall be included with the first regular paychecks paid to unit employees after the pay period in which the aforementioned eligibility determination date occurs.

### **ARTICLE 31 – PERSONAL EFFECTS ALLOWANCE**

Employees shall be reimbursed for the replacement cost of personal effects required in the performance of assigned duties that are damaged or destroyed during, or as a direct result of the performance of duty; provided that such damage or destruction, and satisfactory evidence therefore, shall be reported within forty-eight (48) hours of actual knowledge thereof and provided that the damage or destruction is not covered by personal insurance.

### **ARTICLE 32 – INSURANCE**

1. The University will provide a health plan, as modified below, or in accordance with Sections 5.a and 6, or a comparable plan for all full-time regular unit members. The parties agree to the introduction of an additional medical insurance plan option starting in plan year 2016. Such a plan option will have the same premium share percentages used to calculate the UMS and employee contributions as existing health plan choices. The plan will be priced together with all UMS health plans with the price set on

an actuarial basis as compared to other plans. The parties agree that the Open Access Plus (OAP) Quality Incentive Passive plan shall no longer be offered effective with the plan year beginning January 1, 2016.

- a. Employee premium payments will be calculated at the same employee premium share percentages based on the rates in effect for each plan year subject to the provisions of Section 3. Employees shall have the premium payments deducted bi-weekly from their pay.
  - b. For part-time regular employees who are regularly scheduled to work at least twenty (20) hours per week, but less than thirty (30) hours per week, the University will make available single, single plus 1 and family health insurance coverage equivalent to the coverage which is made available to full-time regular employees. The University will pay one-half (1/2) of the premium cost for the employee's personal coverage and one-half (1/2) of the premium cost for the spouse or family coverage.
  - c. For part-time regular unit members who are regularly scheduled to work at least 30 but less than 40 hours per week, the University will make available single, single plus 1 and family health insurance coverage equivalent to the coverage which is available to fulltime regular unit members. The University will pay sixty percent (60%) of the premium cost for the unit member's personal coverage and sixty percent (60%) of the premium cost for the spouse or family coverage.
2. The University and the Union agree to work together to carry out the recommendations of the Employee Health Plan Task Force submitted to the Chancellor on June 6, 2011, including the following actions:
- a. Quality, Cost and Payment Reform: The UMS Group Health Plan will be modified effective January 1, 2012 or as soon thereafter as is feasible to incorporate the following features:
    1. Implement quality and cost tiered network for hospitals and quality tiered network for primary care providers (PCP's),
    2. The plan design changes in Appendix E will be incorporated in the UMS Group Health Plan effective January 1, 2012. Future plan design changes made under the provisions of 3 and 4 will be communicated in materials made available at open enrollment and will be considered as part of the provisions of this collective bargaining agreement.
  - b. Health improvement:
    1. The parties will work together to achieve a goal of 85% participation in Rise UP and in wellness and care management strategies.
    2. Effective April 1, 2012 the following wellness incentive program applies to the UMS Group Health Plan:
      - i. A wellness incentive premium share shall be applicable to all unit members who complete the requirements of Level 1 of the wellness incentive program. All references to the wellness incentive premium share in this Article refer to sections 2.B.2.ii and iii below.
      - ii. Full-time, regular unit members who complete the Level 1 wellness incentive program as described in Section 2.B.7.a below will pay an average of 10% of the total health plan premium applicable to their coverage level.

- iii. Part-time unit members who complete the Level 1 wellness incentive program as described in Section 2.B.7.a below will pay the premium share as described in Section 1.b or 1.c of this Article.
  - iv. Unit members who do not qualify for the wellness incentive premium shall pay premiums as described in sections 2.B.2.v. and vi. below. All references to the non-incentive premium share in this Article refer to sections 2.B.2.v. and vi. below.
  - v. Full-time unit members who do not complete Level 1 will pay an average of 20% of the health plan premium applicable to their coverage level until Level 1 wellness incentive program is completed.
  - vi. For part-time unit members who do not complete Level 1 of the wellness incentive, the premium share shall be increased by 10% of the total premium until Level 1 wellness incentive program is completed. For example, an employee who would otherwise pay 50% of the total premium would pay 60% of the total premium.
3. All adults (unit member and spouse or domestic partner) who are included in the unit member's coverage must complete the requirements of Level 1 for the unit member to be eligible for the average of 10% premium contribution for full-time, regular unit members or the premium share described in Section 1.b or 1.c of this Article for part-time unit members.
4. All unit members must complete Level 1 of the wellness incentive program as described in Section 2.B.7.a below in each calendar year of this Agreement to qualify for the wellness incentive premium share. Once the unit member qualifies for the wellness incentive premium share, that share will begin in the month following the date on which the unit member qualifies and continue until March 31 of the following calendar year. The unit member may complete Level 1 for the new year prior to March 31 and continue the wellness incentive premium share. If Level 1 is not completed, unit members will pay the non-incentive premium share until the Level 1 wellness incentive program is completed.
5. Unit members initially employed on or after April 1, 2012 will pay the wellness incentive premium contribution for the first ninety (90) days of employment. To remain qualified for the wellness incentive premium share, a unit member and his/her spouse or domestic partner must complete Level 1 of the wellness incentive program outlined in Section 2.B.7.a within the first ninety (90) days of employment. If a unit member and his/her spouse or domestic partner have not completed Level 1 of the wellness incentive program within the first ninety (90) days of employment, his/her premium share shall be the non-incentive premium share.
6. Effective with the group health plan renewal for January 1, 2015, health plan provisions and employee contribution shares will be determined as follows for a four-year pilot project:
- a. The Employee Health Plan Task Force (EHPTF) will continue as a Task Force appointed by the Chancellor with FOP participation to make recommendations to reduce the cost trend of the UMS group health plan through creating a culture of health, plan design changes, wellness initiatives, and medical care payment reform.
  - b. Calculations of the health plan renewal percentage increase (decrease) will be based on actual claims experience through August, available in mid-September. A preliminary estimate of the renewal percentage will be available in July and will be updated in August and September with the most recent experience.

- c. For purposes of this section the term “premium” is used to refer to the actuarially determined working rate premium equivalent for the self-insured plan.
- d. If the health plan renewal is 4.5% or less, UMS will pay 90% of the increase for unit members who qualify for the wellness incentive premium share and 80% of the increase for unit members who do not qualify for the wellness incentive premium share. The unit member will pay the remaining 10 or 20% of the increase.
- e. If the health plan renewal increase is estimated to be greater than 4.5%, UMS and FOP will meet to negotiate between August 1 and September 30 to identify plan changes to reduce the plan renewal percentage to 4.5% or less. The parties will consider, but not be limited to, EHPTF recommendations. Decisions regarding plan provisions will be made no later than September 30 and will not be affected by experience data received later.
- f. If the parties are not able to reach agreement on plan changes that reduce the increase to 4.5% or less, the cost share for the portion of the increase in excess of 4.5% will be as follows: unit members will pay 50% of the increased cost above 4.5% and UMS will pay 50%.
- g. When the increase in the plan premiums rates exceeds 4.5% and unit members consequently pay 50% of the increase amount above 4.5%, the parties will determine the difference between the rate a unit member would have paid if paying 10% of the full increase for single coverage and the actual rate charged to unit members with single coverage. This will be referred to as the “incremental cost share.” The amount accumulated at the single coverage rate will be proportionately increased to apply to two person and family coverage.
- h. The amount of accumulated incremental cost shares may be lowered in any year in which the health plan renewal increase will be less than 4.5% using the following methodology: The aggregated amount of incremental cost share will be determined by multiplying the incremental cost share for each level of coverage by the number of plan participants with that level of coverage as of September 30. The total dollar amount of aggregated incremental contributions may be used to reduce the premium contribution of plan participants. The unit member’s contribution shall not be less than 10% of the total premium for the applicable coverage level.
- i. Each year the share of any premium increase will be determined as described above and that amount will be added to the premium contribution amounts of the unit member and the university.
- j. The parties commit to a four-year pilot project (for plan years 2015 – 2018) of this methodology with annual monitoring of the impact on costs to employees and the university, employee engagement in health improvement and reducing the cost trend in the UMS health plan. During the four-year period this pilot project continues during any time of an expired agreement and unit member premium contributions are subject to change each January 1.
- k. At the conclusion of the four-year pilot the parties will review the program and negotiate about any changes proposed by either party. The provisions of the program will continue as the status quo until such time as any revisions are agreed to by the parties.

7. The parties agree that the health insurance plans available to employees shall have a cost below that prescribed by the Patient Protection and Affordable Care Act excise tax level, otherwise known as the “Cadillac Tax”. If the actuarially projected rates for any level of coverage exceed the “Cadillac Tax” threshold in plan year 2016 or 2017 then the process in 6 shall occur. For calendar year 2018 and beyond, if the actuarially projected rates exceed the “Cadillac Tax” threshold as applicable to the University for that year then the process in 4 shall occur. It is understood and agreed that the process of 4 runs in conjunction with the requirements of 3.
  1. If the actuarially projected costs for any level of coverage exceed the “Cadillac Tax” threshold the parties shall meet to negotiate what plan changes shall be made to achieve an actuarially projected cost below the “Cadillac Tax” threshold.
  2. The parties will meet to negotiate under the provisions of 4 between July 15 and September 5.
  3. If the parties are unable to reach agreement on plan changes that reduce the actuarially projected cost below the “Cadillac Tax” threshold by September 5, they shall submit their respective last offers and statement of position in the form of a brief to a pre-selected neutral arbitrator who shall have 15 days to provide the parties a binding decision of what plan changes shall be made to bring the projected cost below the “Cadillac Tax” threshold.
  4. The arbitrator shall be the same for any union representing UMS employees in similar proceedings. The arbitrator must render a decision which is consistent with the fact that UMS administers similar benefits to all UMS employees and thus may not render a decision which compromises this such as making different plan changes for each unit proceeding under these provisions. The arbitrator’s decision shall be final and binding and shall not be constrained in any way other than the requirement of reaching a premium level below the Cadillac Tax.
8. Unit members who participate in Level 2 of the wellness incentive program as described in Section 2.B.7.b below will receive an additional incentive of \$100 per adult (unit member, spouse, or domestic partner) for completing Level 2 in each year of this Agreement.
9. Wellness Incentive Requirements
  - a. Level I: (Deadline = March 31 of any plan year)
    1. Unit member, spouse or domestic partner will need to obtain 21 Level 1 Activity Points by:
      - Downloading and completing the Healthy Habits questionnaire, and meet with a Provant onsite or telephonic health coach (20 points), OR
      - Receive a Preventive Health Screening between April of the prior year and March of the current plan year (10 points) AND accumulate 10 Level 1 activities from a Health Activity List.
      - 1 additional point shall be awarded for completing either of the above options.
  - b. Level II –Requirements in addition to completing Level I: (Deadline = November 30 of any plan year)
    1. Unit member, spouse or domestic partner voluntarily participates in wellness activities totaling one hundred (100) points in addition to the twenty (20) points in Level I, as

described in the Rise Up points tracker, such as lunch and learns, walking, nutrition, yoga, weight watchers, etc., OR

2. Participate in one of the following coaching programs:

- a. Complete your individualized coaching plan with a Provant coach (onsite or telephonic)  
OR
- b. Complete Cigna's Lifestyle Management, Healthy Babies maternity program or Disease Management
- c. Each campus community will develop a team to work on wellness and health improvement strategies that are appropriate for their campuses, attached to measures, grounded in proven best practices and that consider the following:
  - Strategies that encourage or incentivize employee and family fitness by broadening opportunities and options and making it more attractive, more convenient, and less costly to use University fitness facilities.
  - Smoke/tobacco free campuses (with a commitment to enforcement) that are linked to smoking cessation programs.
  - Strategies in dining facility and vending machine operations to reduce unhealthy options and encourage healthy food choices.
  - Strategies to engage and support those who are associated with the campus but don't have a physical presence on the campus (Cooperative Extension employees, for example).
- d. Each unit member will receive unlimited vouchers for free use of campus fitness facilities outside normal work hours by the unit member and immediate family members enrolled in the UMS health plan, subject to facility rules such as age limitations.
- e. The University and the Union will work together to communicate with and educate unit members and their dependents about the importance of health improvement and about participation in the wellness program.
- f. The Union may continue to participate in the Employee Health Plan Taskforce. The Union may have two representatives who shall have paid release time during normal working hours to attend scheduled meetings.
- g. The University urges all supervisors to use discretion and flexibility in responding to employee requests to participate in University sponsored wellness activities. UMS officials shall be sensitive to the variety of work schedules on a campus when planning wellness activities.
- h. Each full-time Unit member may be granted up to 13 (thirteen) hours of release time each fiscal year to be used to attend, with supervisory approval, University sponsored wellness programs, including participation in biometric screenings and completion of the health assessment. Release time for this purpose does not carry forward from year to year.

10. Prescription Drug Plan: (Subject to change per the provisions of 6 and 7)

- a. There will be a four (4) tier plan per thirty (30) day supply: \$10.00 for preferred generics, \$15.00 for Tier 1 medications, \$25.00 for Tier 2 medications and \$40.00 for Tier 3 medications. Prescriptions shall be subject to step therapy to ensure use of the most safe, effective drugs.
  - b. A mail order option is available through the health plan administrator that provides for receiving a ninety (90) day supply of medications for two (2) co-pays. In addition, the ninety (90) day supply for two (2) co-pays may be obtained from local pharmacies who participate in the mail match program with the health plan administrator.
  - c. Maximum out of pocket expenses for prescription co-payments shall be \$1,300 for individuals and \$1,950 for families.
11. a. Part-time regular unit members who meet the criteria established under Article 15, Section 3 shall be eligible for group health coverage as described in Section 1.a until March 31, 2012 and in accordance with Section 2.B.2.i through vi thereafter. Participating unit members shall pay any premium for which full-time regular unit members are responsible.
- b. Part-time regular unit members who meet the criteria established under Article 15, Section 3 shall be eligible for life insurance coverage equivalent to the basic life insurance which is provided to full-time regular unit members. Unit members shall pay for any premium for which full-time regular unit members are responsible. Basic life insurance will be based on the unit member's reduced part-time wages.
12. a. The University will provide for all full-time regular unit members the existing or equivalent basic life insurance. The premiums for this insurance shall be paid in full by the University.
- b. The University will provide for all full-time regular employees the existing or equivalent travel insurance, basic accidental death and dismemberment insurance, long-term disability insurance and Worker's Compensation.
- 1. Effective with the plan year beginning January 1, 2016 long-term disability coverage will be modified to limit mental/nervous, substance abuse, and non-verifiable conditions to 36 months of coverage. The plan will be further modified to allow cost of living allowances for the first 24 months of coverage only.
  - 2. Effective upon execution of the agreement UMS will:
    - a. discontinue providing the employer and employee 403b contributions for employees on long-term disability leave.
    - b. UMS healthcare shall continue for a period of 24 months for those employees on long-term disability leave, subject to employee contributions.
    - c. UMS provided life insurance shall continue for a period of 36 months for those employees on long-term disability leave.
    - d. UMS shall discontinue all past sick leave practices under the long-term disability program. The parties agree employee leave benefits are those specifically identified and provided for under the terms of this collective bargaining agreement subject to any requirements of state and or federal law.

- e. For part-time regular employees who are regularly scheduled to work at least twenty (20) hours per week, the University will provide life insurance coverage equivalent to the basic life insurance coverage which is provided to full-time regular employees.
13. Eligible employees who have been laid off shall be eligible to participate at their cost in University group life and health insurance for one year following the effective date of layoff. Employees who desire to maintain group life and health insurance in accordance with this Article must so notify the University in writing by no later than thirty (30) days after the effective date of the layoff.
  14. Unit members may register a domestic partner for purposes of receiving University benefits. A domestic partner who is registered shall be considered to be equivalent to a spouse for purposes of University benefits, such as health insurance, bereavement or disability leave, tuition waiver and use of University Facilities. Registration of a domestic partner shall be in accordance with University policy.
  15. Any improvements to benefit provisions in the University health plan made after the execution of this agreement shall apply to the Police Unit.
  16. The University will provide a dental plan. The University will pay 100% of the premium for the regular, full-time employee. Part-time regular employees shall pay one half of the premium cost for their coverage. The employee may enroll eligible dependents by paying the difference between the plan cost for an employee and the cost for the coverage desired.
  17. Health Insurance Premium Rebate:
    - a. If during the term of this Agreement the UMS Group Health Plan continues to operate on a self-insured basis and the total aggregate premium amount for the two-year period January 1, 2011 through December 31, 2012 exceeds the total aggregate costs paid to the insurer for the same period for claims and other expenses by equal to or exceeding 1%, unit members will receive a proportionate rebate of premiums paid based upon their level of coverage at the time the rebate is paid. The rebate will be paid no later than the 3<sup>rd</sup> quarter of 2013.
    - b. During the term of the agreement all state and federal health insurance mandates, including those regarding mental health services, that would be applicable to employee coverage under insurance plans provided by the University by way of regulated insurance carriers, shall be applicable to the UMS Group Health Plan plans covering unit members under the terms of this Agreement. If a mandate results in a mid-year premium change, the employee premium share will be increased proportionately.

### **ARTICLE 33 – RETIREMENT**

1. The University will provide for all full-time regular employees the existing or equivalent retirement plans.
2. The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) shall be amended as agreed by Union and the University effective December 3, 1993, and shall conform to trustee determined appropriate Employee Retirement Income Security Act of 1974 (ERISA) standards. Full-time regular employees may elect to purchase, at their own expense, tax-sheltered annuities, subject to any limitations and conditions determined and established by the University.

3.
  - a. Full-time regular employees may elect to purchase, at their own expense, tax-sheltered annuities, subject to any limitations and conditions determined and established by the University.
  - b. The University agrees to provide for Police Unit Members, who are participants in the University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan), a voluntary defined contribution retirement plan, in accordance with Section 403(b) of the Internal Revenue Code. The University shall contribute one percent (1%) of a unit members base wages for each one percent (1%) any unit member contributes of his/her annual base wages, up to a maximum University contribution of four percent (4%). Participating unit members shall make contributions in whole number percentages. TIAA-CREF or an alternate vendor shall administer payroll deducted funds which shall be remitted by the University once monthly. This voluntary defined contribution plan is called the Optional Retirement Savings Plan. The University and the Union agree that the plan shall be administered in compliance with applicable plan provisions and amendments, Internal Revenue Service, and TIAA-CREF or alternate vendor guidelines.
  - c. For unit members covered under the defined contribution retirement plan (The University of Maine System Basic Retirement Plan for Classified Employees) and not the former Non-Contributory Retirement Plan, upon hire, the unit member will be required to contribute a minimum of one percent (1%). In the beginning of the fifth year of employment, on or after July 1, 2006, the University will contribute six (6) percent of a unit member's base wage with the employee contributing a minimum of one (1) %. The University, in addition to this six percent (6%), will continue to match dollar for dollar up to a maximum of four percent (4%) an eligible unit member's contribution. Any percentage beyond the four percent (4%), up to the Internal Revenue Service limits, may be contributed to any voluntary deferred option available. Participating unit members shall make contributions in specific dollar amounts or whole number percentages. Basic Plan Providers shall administer payroll deducted funds which shall be remitted by the University once monthly.
  - d. The University of Maine System Retirement Plan for Classified Employees shall consist of a single record keeper whose rules of participations have been mutually agreed upon by the parties.
4.
  - a. Unit members participating in the University of Maine System Basic Retirement Plan for Classified Employees as of December 31, 2009 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.
  - b. Unit members initially employed on or after January 1, 2010 shall have a four (4) year period from the date of eligibility to participate in the University of Maine System Basic Retirement Plan for Classified Employees for the purpose of vesting the University of Maine System's retirement contribution. Unit members employed on or after January 1, 2010 who leave University service, unless the vesting period is satisfied, have no right to ownership of any funds contributed by the University of Maine System or any right to otherwise use those funds in any fashion. Upon separation of the unit member prior to completion of four (4) years of continuous, regular service from the date of eligibility to participate in the retirement plan, University contributions shall revert to the University.
  - c. Unit members initially employed on or after January 1, 2013 shall have a five (5) year period from the date of eligibility to participate in the University of Maine System Basic Retirement Plan for Classified Employees for the purpose of vesting the University of Maine System's retirement contribution. Unit members employed on or after January 1, 2013 who leave

University service, unless the vesting period is satisfied, have no right to ownership of any funds contributed by the University of Maine System or any right to otherwise use those funds in any fashion. Upon separation of the unit member prior to five (5) years of continuous, regular service from the date of eligibility to participate in the retirement plan, University contributions shall revert to the University.

- d. Unit members who are initially employed on or after January 1, 2010 and who are subject to the vesting period described in Section 4.b or 4.c, upon separation from University service, shall, at any age, have the option to withdraw one hundred percent (100%) of their employee contributions and related earnings to the defined contribution retirement plan accumulation, subject to vendor and Internal Revenue Service regulations. Such unit members may withdraw employer contributions and earnings on those amounts only after the completion of the vesting period.

### **ARTICLE 34 – LIABILITY INSURANCE**

To the extent that insurance coverage is available to the University, the University agrees to provide a policy with liability coverage in the amount of one million dollars (\$1,000,000.00) for personal injury charges such as false arrest, false imprisonment, or other similar civil actions covering Police Officers acting in the line of duty, within the scope of their University employment and not in violation of any federal, state, local or University statute, law, rule or regulation.

### **ARTICLE 35 – VEHICLES AND SAFETY**

1. All vehicles henceforth purchased for regular patrol use by Police Officers shall be purchased by the University as police package vehicles and shall be equipped with all necessary police equipment which the University deems required in the performance of duty, except that at the University of Southern Maine vehicle size shall be no smaller than the available police package. Equipment shall include emergency lights, electronic siren, spotlight, two-way radios and other such emergency equipment. Engine size shall be appropriate for campus use and energy conservation. “Police Package” for the purposes of this Section may also include a type of Special Service Package as determined by the University.
2. Police Officers shall immediately report all defects of equipment or needed repairs to the Director or appropriate supervisor. A suitable form provided by the University shall be utilized for the reporting of defects of equipment. The Director or appropriate supervisor shall determine the action to be taken with respect to continued use of the vehicle.
3. A Police Officer shall not be required to operate or use a duty connected vehicle that the Director or appropriate supervisor determines is not in safe operating condition. Any vehicle not in safe operating condition shall be taken to the University motor pool at the direction of the Director or appropriate supervisor to be inspected by a qualified mechanic for evaluation of the problem or for repair.
4. A motor pool vehicle may be assigned to the Police Officer on a temporary basis until repairs are completed.
5. Police officers at the University of Southern Maine who are authorized to use their personal vehicle for business between Portland and Gorham campus locations shall be reimbursed at the same rate paid by the State of Maine.

6. The University may adopt policies relating to the regulation of smoking in the workplace by unit members. The Chief Administrative Officer or designee shall consult with the Business Agent and campus shop steward prior to implementation of a change in a campus-wide smoking policy. Such policies shall not conflict with state laws or regulations.
7. The University shall provide a cold weather gear fund, up to \$4,000 for the term of this agreement, to supply safety equipment (hats, gloves, other as determined by management), due to environmental conditions. A request may be made by the employee for such equipment. Such a decision shall be at the discretion of the campus Police Chief and shall not be unreasonably denied.

### **ARTICLE 36 – NON-DISCRIMINATION**

The University and the Union agree not to discriminate illegally with respect to wages, hours, and working conditions based upon: race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin, citizenship status, age, disability, genetic information, veterans status, or membership or non-membership in the Union.

### **ARTICLE 37 – STRIKE OR LOCKOUT**

1. The University and the Union agree that disputes which may arise between them shall be settled without resort to strike or lockout.
2. The Union on behalf of its members agrees that it will not call or sanction a strike, slowdown or interference with the normal operation of the University.
3. The Union will take immediate action to avoid any interruption or slowdown with regard to the normal operation of the University, and if any such activity occurs will inform employees they are in violation of this Agreement and/or law and direct employees to comply with this Article.

### **ARTICLE 38 – SEPARABILITY**

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

### **ARTICLE 39 – FUTURE NEGOTIATIONS**

With no more than one (1) team member from any one campus, the University shall permit a reasonable number of employees, not to exceed three (3), to participate as members of the Union's bargaining team in collective bargaining negotiations for a successor agreement to this Agreement, without loss of time or pay for attendance at such negotiations with the University which take place within an employee's normal working hours. This privilege is subject to the understanding that adequate notice of the date and time of such negotiations will be given by the employee to the director or designee. Pay for time not worked because of attendance at negotiations will be limited to the number of hours within the employee's normal work schedule which are reasonably necessary to permit the employee's attendance at a negotiating session.

### **ARTICLE 40 – PARKING FEES**

No parking fees shall be charged to employees of the bargaining unit when their personal vehicles are parked in areas designated for public safety during their hours of work. Employees who are participating in classes at the University and who park in areas other than those specifically designated for public safety employees shall be charged the applicable parking fees designated by the University. Parking fees which

are charged to employees under such circumstances may be established or increased by the University, but the amount of such fees may not exceed the rate which is charged to members of any other bargaining unit.

#### **ARTICLE 41 – JURY DUTY**

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

#### **ARTICLE 42 – PERFORMANCE EVALUATION PROGRAM**

1. The Performance Evaluation Program of unit members shall continue.
2. Each employee will be given a copy of the completed Performance Evaluation form. The fact that the employee signs the report does not signify his approval of the contents. The Unit member shall have the right to append a written response or comments to the evaluation after receipt of the final written evaluation.
3. No unit member shall be required to fill out the self-assessment portion of the approved evaluation tool. A unit member's refusal to fill out the form shall not result in retribution against the employee.

#### **ARTICLE 43 – CONDITIONS OF AGREEMENT**

This is a tentative Agreement and shall be of no force and effect unless and until all of the following occur:

1. The tentative Agreement is approved by the Board of Trustees of the University of Maine System;
2. The tentative Agreement is ratified by the bargaining unit membership of the Fraternal Order of Police Lodge #100.

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

#### **ARTICLE 44 – LABOR MANAGEMENT WORKING GROUP**

The parties agree to a joint labor management committee to focus on identifying opportunities for savings and possible reinvestment in UMS and the unit.

#### **ARTICLE 45 – DURATION**

1. The provisions of this Agreement shall be effective as of July 1, 2019, or the date of its execution, whichever occurs later unless otherwise specified herein, and shall continue in full force and effective until and including June 30, 2021.

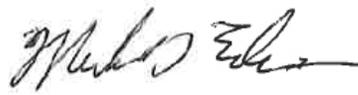
2. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties, and it is expressly understood and agreed that this Agreement shall expire on the date indicated above.
3. Either party may serve upon the other a notice at least sixty (60) days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor Agreement.
4. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of collective negotiations. During the term of this Agreement, neither party shall be required to bargain with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties, at the time they bargained for or executed this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed this 12<sup>th</sup> day of Dec, 2019 as indicated below.

For the University of Maine System

For the Fraternal Order of Police

  
Dannel P. Malloy, Chancellor

 12/18/19  
Michael Edes, Labor Specialist



APPENDIX B – GRIEVANCE FORM STEPS 2 AND 3



UNIVERSITY OF MAINE SYSTEM  
POLICE UNIT

GRIEVANCE FORM – Step 2/Step 3 CAMPUS \_\_\_\_\_  
(Circle One)

TO: \_\_\_\_\_ Date Filed \_\_\_\_\_

FROM: \_\_\_\_\_ Steward \_\_\_\_\_ Signature of Steward \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Grievance of: \_\_\_\_\_  
Employee(s) or Union

Grievance Number: \_\_\_\_\_

Reasons why answer at Step \_\_\_\_\_ is unsatisfactory: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Received \_\_\_\_\_ By \_\_\_\_\_  
Disposition:  Settled  Withdrawn  Rendered Date: \_\_\_\_\_

**INSTRUCTIONS:** 1. Fill out as indicated.  
2. Attach copy of completed grievance form(s) and written disposition(s) from earlier grievance step(s).

**DISTRIBUTION:**

Original	1 <sup>st</sup> Copy	2 <sup>nd</sup> Copy	
<b>Step 2</b>	<b>President or Designee</b>	<b>Steward</b>	<b>Campus Grievance File</b>
<b>Step 3</b>	<b>Chancellor or Designee</b>	<b>Steward</b>	<b>Campus Grievance File</b>

**APPENDIX C – WAGE SCHEDULE FY2020**

**University of Maine System  
Police Unit Wage Schedule  
Rates Based on 40 Hour Work Week  
Effective July 1, 2019 to June 30, 2020**

**UMS Year One - July 2019**

<b>DBM</b>	<b>3*</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>A12**</b>	12.50	12.81	13.13	13.45	13.77	14.05	14.33	14.61	14.91	15.20	15.51	15.82	16.13
<b>B21***</b>	15.75	16.14	16.55	16.94	17.35	17.70	18.05	18.41	18.78	19.16	19.54	19.93	20.33
<b>B23****</b>	18.00	20.00	20.50	21.01	21.52	22.03	22.47	22.92	23.38	23.85	24.33	24.81	25.31
<b>B31</b>	21.00	21.53	22.06	22.59	23.13	23.60	24.07	24.55	25.04	25.54	26.05	26.57	27.11
<b>B32</b>	24.00	24.60	25.22	25.82	26.44	26.97	27.51	28.06	28.62	29.19	29.78	30.37	30.98

\*Effective Hire Rate for new unit members hired after the execution of this agreement until June 30, 2020

\*\*During the term of this Agreement, security guards hired after the execution of this Agreement shall be moved to step 4 upon completing their one year probationary period satisfactorily.

\*\*\*During the term of this Agreement, Police Services Dispatchers shall be placed at step 4 upon receipt of the required certification outlined in Article 16.4.

\*\*\*\* During the term of this Agreement, B23: Step 3 Hire Rate, Step 4 Academy completion-certification, Step 5 Completion of one year probationary period satisfactorily.

**APPENDIX D – WAGE SCHEDULE FY2021**

**University of Maine System  
Police Unit Wage Schedule  
Rates Based on 40 Hour Work Week  
Effective July 1, 2020 to June 30, 2021**

**UMS Year Two - July 2020**

<b>DBM</b>	<b>3*</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>A12**</b>	13.00	13.33	13.66	13.99	14.32	14.61	14.90	15.20	15.50	15.81	16.13	16.45	16.78
<b>B21***</b>	16.25	16.66	17.07	17.48	17.90	18.26	18.63	19.00	19.38	19.77	20.16	20.56	20.98
<b>B23****</b>	18.50	21.00	21.53	22.06	22.59	23.13	23.60	24.07	24.55	25.04	25.54	26.05	26.57
<b>B31</b>	21.21	21.74	22.28	22.82	23.37	23.83	24.31	24.80	25.29	25.80	26.31	26.84	27.38
<b>B32</b>	24.24	24.85	25.47	26.08	26.70	27.24	27.78	28.34	28.91	29.48	30.07	30.67	31.29

\*Effective Hire Rate for new unit members hired on or after July 1, 2020 until June 30, 2021.

\*\*During the term of this Agreement, security guards hired after the execution of this Agreement shall be moved to step 4 upon completing their one year probationary period satisfactorily.

\*\*\*During the term of this Agreement, Police Services Dispatchers shall be placed at step 4 upon receipt of the required certification outlined in Article 16.4.

\*\*\*\* During the term of this Agreement, B23: Step 3 Hire Rate, Step 4 Academy completion-certification, Step 5 Completion of one year probationary period satisfactorily.