

# Agreement

*between*



# University of Maine System

*and*

# Teamsters Union Local #340



# Service & Maintenance Unit

*July 2019 – June 2021*

**Agreement between University of Maine System and Teamsters Union Local #340, Service & Maintenance Unit  
July 2019– June 2021  
Table of Contents**

<i>Prologue</i> .....	1
<i>Article 1 – Preamble</i> .....	1
<i>Article 2 – Recognition</i> .....	1
<i>Article 3 – Definitions</i> .....	1
<i>Article 4 – Union Security</i> .....	1
<i>Article 5 – Checkoff</i> .....	3
<i>Article 6 – Management Rights</i> .....	4
<i>Article 7 – Maintenance of Standards</i> .....	4
<i>Article 8 – Union Activities</i> .....	4
<i>Article 9 – Union Access to Facilities</i> .....	5
<i>Article 10 – Union Stewards</i> .....	6
<i>Article 11 – Grievance Procedure</i> .....	8
<i>Article 12 – Non-Discrimination</i> .....	10
<i>Article 13 – Discharge or Suspension</i> .....	10
<i>Article 14 – Separation of Employment</i> .....	11
<i>Article 15 – Seniority</i> .....	11
<i>Article 16 – Performance Evaluation Program</i> .....	15
<i>Article 17 – Work Assignments</i> .....	15
<i>Article 18 – Work Schedule</i> .....	16
<i>Article 19 – Wages and Overtime</i> .....	17
<i>Article 20 – Holidays</i> .....	19
<i>Article 21 – Annual Leave</i> .....	20
<i>Article 22 – Sick Leave</i> .....	22
<i>Article 23 – Bereavement and Funeral Leave</i> .....	23
<i>Article 24 – Leave of Absence</i> .....	23
<i>Article 25 – Military Leave</i> .....	24
<i>Article 26 – Court Pay</i> .....	24
<i>Article 27 – Administrative Leave and Administrative Holidays</i> .....	24
<i>Article 28 – Insurance</i> .....	25
<i>Article 29 – Retirement</i> .....	31
<i>Article 30 – On-Call and Call-Back Pay</i> .....	32
<i>Article 31 – Meals</i> .....	32
<i>Article 32 – Tools</i> .....	33
<i>Article 33 – Uniforms</i> .....	33
<i>Article 34 – Educational Program</i> .....	33
<i>Article 35 – Training</i> .....	35
<i>Article 36 – Sanitary Conditions</i> .....	35
<i>Article 37 – Motor Vehicles</i> .....	35
<i>Article 38 – Defective Equipment</i> .....	36
<i>Article 39 – Safety and Health</i> .....	36
<i>Article 40 – Job Related Injuries</i> .....	37
<i>Article 41 – Identification Fees</i> .....	37
<i>Article 42 – Lie Detector Test</i> .....	37
<i>Article 43 – No Strike or Lockout</i> .....	37
<i>Article 44 – Emergency Reopening</i> .....	37
<i>Article 45 – Separability</i> .....	38
<i>Article 46 – Parking Fees</i> .....	38
<i>Article 47 – Labor Management Cooperation</i> .....	38
<i>Article 48 – Workers’ Compensation</i> .....	38
<i>Article 49 – Hourly Employee Classification and Compensation Program (HECC) Position Review</i> .....	40
<i>Article 50 – Conditions of Agreement</i> .....	42
<i>Article 51 – Duration</i> .....	42
<i>Appendix A – Grievance Form Step 1</i> .....	43
<i>Appendix B – Grievance Form Step 2 and Step 3</i> .....	44
<i>Appendix C – WAGE SCHEDULE January 1, 2020 – June 30, 2021</i> .....	45
<i>Appendix D – DINING SERVICES</i> .....	46

## **Prologue**

THIS AGREEMENT is entered into between the UNIVERSITY OF MAINE SYSTEM, hereinafter referred to as the "University", and TEAMSTERS UNION LOCAL No. 340, affiliated with the International Brotherhood of Teamsters, 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 Service and Maintenance 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. The University and the Union will jointly submit an amendment of the bargaining unit determination to the Maine Labor Relations Board reflecting changes in titles included in the unit due to the implementation of the Hourly Employees Classification and Compensation Program.
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 Service and Maintenance bargaining unit, the provisions of Articles 17, Section 1, and 18, Sections 1 and 5 of this Agreement shall not be applicable to such employees during this period of temporary reassignment.

### **Article 3 – Definitions**

1. The definitions herein specified shall apply to the following words wherever used in this Agreement:
  - a) Bargaining Unit - The University of Maine System Service and Maintenance bargaining unit.
  - b) Employee - a University employee, as that term is defined in Section 1022 (11) of the University of Maine Labor Relations Act, who is employed in a job title included in the University of Maine System Service and Maintenance bargaining unit.
  - c) Director - the Directors of Residential Life, Physical Plant (or equivalent titles) or other administrative units at a campus of the University.
2. As used herein, the male pronoun or adjective shall refer also to female unless otherwise indicated.

### **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.

3. Upon initial appointment to a position in the bargaining unit, the Union 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 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.

In addition, the University campus will notify the Chief Steward and the Business Agent for Local #340 when a new unit member is employed. The Union will provide to the University, on a quarterly basis, a list of campus stewards and their contact information.

4. Each University campus will give a union steward access to a group orientation session that includes Service and Maintenance unit members under the following conditions:
  - a) Management will notify the campus steward and Business Agent 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, if the presentation is being done on the union steward's scheduled shift, otherwise, the presentation will be done on the union steward's own time.
6. When a University campus does not hold 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, if the presentation is being done on the union steward's scheduled shift, otherwise, the presentation will be done on the union steward's own time.
7. 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.
8. If a campus does not have a shop steward, the University will provide the pamphlet provided by the Union as outlined in Section 5 above to the new unit member or allow the Business Agent to do the presentation.
9. 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.
10. The Business Agent for Local # 340 will meet with the Labor Relations Manager prior to the expiration of this agreement to discuss any issues regarding the application of this article.

11. Within the months of February, April, June, August, October and December of each year and at no cost to the Union, the University shall supply the Union with a listing and data base including employee names, home and campus address, job titles, wage, wage bands and steps, job status, current job appointment dates, length of work years, and employee ID numbers.
12. 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.
13. Should any Court or other authority find the indemnity clause in Section 13 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 amount shall be deducted from the payroll checks of all employees of the Service and Maintenance Unit who have so authorized.
3. The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the University of the amounts designated by each contributing employee that are to be deducted from his / her paycheck on a bi-weekly basis for all weeks worked. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.
4. The University shall forward all such dues or amounts collected to the secretary-treasurer of the Union by the fifteenth (15th) day of the month following the month in which such deductions have been made.
5. Written withholding authorizations from each employee so authorizing will be submitted to the appropriate campus office designated by the University. The University together with the Union shall develop forms and procedures to expedite the deductions of dues and the prompt remission to the Union.
6. 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.
7. Should any Court or other authority find the indemnity clause in Section 9 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**

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.
2. University supervisors shall meet with the unit members under their supervision to inform them of programmatic or operational matters which may affect their employment and to hear their views regarding such matters.
3. Any disagreement regarding this Article shall be subject to the grievance procedure described in Article 11, Grievance Procedure, commencing at Step 2 thereof.

## **Article 8 – Union Activities**

1. 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 discrimination or loss of seniority rights and 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 fourteen (14) calendar days in the case of attendance at labor conventions, or three (3) days in the case of other official Union business, the provisions of Article 24, paragraphs 2 and 3 shall govern. However, if a bona fide extension of a labor convention is decreed the leave period under this paragraph shall be extended and shall be coterminous with the length of the convention, plus reasonable time for return travel, provided verbal notice is given the University at the time of extension and the employee supplies documentation of the extension upon return to work. 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 a lack of available employees or the creation of unreasonable work schedules for remaining employees.
2. 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 at least thirty (30) days in advance of such date. 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.
3. The University shall permit a reasonable number of employees, not to exceed three (3) from the University of Maine, two (2) from the University of Southern Maine, and two (2) from other campus locations, to participate as members of the Union's bargaining team in collective bargaining negotiations with the University 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. The Union may use alternate employees from campuses that have no representative on the bargaining team as long as the total number of team members participating at any time does not exceed seven (7).

This privilege is also 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. The Union shall provide a list of regular bargaining team employees and alternate bargaining team employees prior to the beginning of bargaining for a successor agreement.

4. Where the Union schedules regular periodic meetings of employees at a campus, employees who are scheduled to work at the time of such meeting may upon request be permitted time off without pay to attend the meeting. Such time off shall require the approval of the employee's supervisor, whose decision shall not be grievable. If time off is granted, the employee may be scheduled by the supervisor to work an equal number of hours outside the employee's normal work schedule on the same day. The Union agrees that such regular periodic meetings to which this privilege is applicable shall be scheduled at a campus not more frequently than monthly and at times which conflict with the work schedules of the smallest number of employees as possible.
5. Any employee elected to the office of President or Trustee of the Union shall be eligible to request unpaid leave of absence to attend to the duties of the office. If such leave is granted, and does not exceed one day per week, the employee's status with respect to sick leave and annual leave accumulation and participation in University group life and health insurance shall not be affected by the leave. Any President or Trustee shall be eligible to request leave of absence for two (2) consecutive days to attend an annual Trustee Conference. Leave granted to any unit member under sections 1 and 5 of this article shall not exceed a total of twelve (12) scheduled working days in any calendar year.

#### **Article 9 – Union Access to Facilities**

1. Except as otherwise provided in Article 10, paragraph 3, access to employees by authorized Union representatives, including off-duty employees or those on annual leave or leave of absence for any purpose, shall be limited to employee's non-work time and to non-work areas. Union representatives shall obtain prior approval from the immediate supervisor before being permitted access to any employee.
2. In no event shall such activity:
  - a) interrupt the University's working schedule, or
  - b) interfere with the performance of employees' duties, or
  - c) violate campus security regulations and policies.
3. Duly authorized Union representatives will be permitted to enter work sites with an authorized escort, subject to the restrictions set forth in Paragraph 2 of this Article, for the purpose of observing conditions under which employees are employed.
4. The University agrees to allow the use of its facilities, when available, in accordance with applicable campus rules and regulations, for the purpose of holding Union meetings. The Union will notify the appropriate campus personnel of its meeting room needs as early as practicable but not less than seventy-two (72) hours prior to the desired meeting time.
5. The University shall permit in accordance with University regulations and policy the use of University specified bulletin boards in work locations by the Union to post informational notices relating to official Union business. Where a bulletin board is multi-purpose, an area shall be set aside for the sole purpose of official Union business.
6. Union stewards, including the chief steward, shall be permitted to use intra-campus mail facilities and services, subject to the same restrictions as are applicable to other campus personnel, for the purpose of transmitting official

correspondence to grievants and/or the University with respect to grievances pending under Article 11. The Union and its stewards and chief steward shall not use intra-campus mail facilities and services for the purpose of mass mailings.

7. The Union may continue to use an office for official Union use at the University of Maine. All telephone operating charges for a University phone installed in this office shall be paid by the Union.
8. The Union may at reasonable times utilize a designated copying machine at the University of Maine to reproduce informational materials relating to official Union business. Access to such machine shall be granted to the chief steward or a designated shop steward at the Orono campus upon request to the appropriate campus representative. The Union shall pay a charge of \$.05 for each page of copying or such lesser rate as is uniformly applicable to other users of the same machine, if other users are uniformly charged on a per page basis.
9. The University shall supply the Union with all public agendas, minutes and reports of the Board of Trustees.
10. The Union may request an office for official Union use pursuant to existing campus procedures at the University of Southern Maine. An appropriate office shall be provided to the Union if available. The Union shall pay the costs of any renovations performed by the University, which are necessary to provide a suitable office. The Union may, at its cost, have a University phone installed in this office. All telephone operating charges shall be paid by the Union.
11. At the Gorham and Portland locations of the University of Southern Maine the Union shall have a lockable bulletin board.

#### **Article 10 – Union Stewards**

1. The University recognizes the right of the Union to designate shop stewards. The authority of shop 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 the collective bargaining Agreement;
  - b) the transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.
2. In the event a Service and Maintenance unit steward is not available or assigned to a campus, Teamsters Local 340 Business Agent may designate a representative on the same campus to serve in that capacity.
3. The Union shall be entitled to select a maximum of thirty-two (32) shop stewards, plus four (4) chief stewards, who will be selected from within their respective areas of representation. Stewards shall be selected as follows:
  1. University of Maine at Farmington
  2. University of Maine at Fort Kent
  3. University of Maine at Machias
  4. University of Maine at Presque Isle
  5. University of Maine, Auxiliary Services, York
  6. University of Maine, Auxiliary Services, Wells
  7. University of Maine, Auxiliary Services, Hilltop
  8. University of Maine, Auxiliary Services (4)
  9. University of Maine, Keyo Building
  10. University of Maine, Memorial Union
  11. University of Maine, Facilities Management skilled trades
  12. University of Maine, Facilities Management skilled trades
  13. University of Maine, Facilities Management skilled trades



14. University of Maine, Facilities Management skilled trades
15. University of Maine, Facilities Management skilled trades
16. University of Maine at Augusta
17. University of Maine at Augusta, Bangor
18. University of Maine, Facilities Management Garage
19. University of Maine, Facilities Management custodians, 1st shift
20. University of Maine, Facilities Management custodians, 2nd shift
21. University of Maine, Facilities Management custodians, 3rd shift
22. University of Maine, Facilities Management, Grounds
23. University of Maine, Darling Center
24. University of Maine, Highmoor Farm
25. University of Southern Maine, Portland
26. University of Southern Maine, Lewiston-Auburn
27. University of Southern Maine, Gorham
28. University of Southern Maine, Gorham-third shift
29. University of Southern Maine, Portland, night shift

Where the Union is permitted to select more than one steward for a particular complex, other physical area or grouping of employees, the Union shall determine the areas of representation of such stewards, which shall be confined to a portion of the particular complex, area or grouping. Areas of representation shall not overlap. Any employee on the Orono campus not specifically included in one of the areas of representation above described, or determined by the Union in accordance with this Article, may be represented by the steward in closest reasonable proximity to the employee's work area, as available, or by the Orono campus chief stewards. Areas of representation for the chief stewards shall be:

1. University of Maine, Facilities Management, Trades
2. University of Maine, Facilities Management, Custodial Services
3. University of Maine, Auxiliary Services
4. University of Southern Maine

In the event that a designated chief steward is normally assigned to a shift other than a day shift, the University may elect to reassign such chief steward(s) to a day shift without posting such assignment as a vacancy or accepting bids therefore from other employees. Such reassignment shall be temporary and shall end upon expiration of the designation as chief steward.

4. The shop stewards and chief stewards, during their normal working hours without loss of time or pay, may in accordance with the terms of this Article, process and handle grievances upon first having received permission from their immediate supervisor to do so. Such permission shall not be unreasonably withheld. The privilege of shop stewards and the chief stewards leaving their work during normal working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling and processing of grievances and will not be abused; and stewards and the chief stewards will perform their regularly assigned work at all times, except when necessary to leave their work to process and handle grievances as provided herein. A steward or a chief steward who enters into a unit or department other than his own for the purpose of investigating or processing a grievance shall first obtain the permission of the supervisor of the unit or department. Such permission shall not be unreasonably denied.
5. The Union shall furnish the University with a written list of its shop stewards and chief stewards and shall promptly notify the University in writing of any changes therein.
6. There shall be no Union activity during normal working time except as expressly provided herein.
7. Four (4) stewards designated by the Union shall each be granted a maximum of one (1) day off without loss of pay per fiscal year to attend a training session regarding labor relations. 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. Notwithstanding the provisions of this Agreement regarding seniority, the stewards shall have top seniority for purposes of layoff as described below.
  - a. A steward who receives a notice of layoff may displace a person within their classification at his / her campus or in any classification in the unit at his / her campus in which the steward to be laid off has served satisfactorily.
  - b. If a chief steward has no displacement option, as described in the above section, the chief steward shall be assigned by the University to another unit position, provided that the chief steward can perform the duties and responsibilities of the position.

### **Article 11 – 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 steward, 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 seven (7) working days of the occurrence of the problem or of the date on which the employee may reasonably be presumed to have known of its occurrence. Reasonable efforts shall be made by the parties involved to resolve the problem informally within seven (7) working days. The steward, business agent and the employee will be notified of the disposition by the supervisor.
3. Step 1: If the problem has not been adjusted informally, it shall be reduced to writing. A written grievance, signed by the steward or Business Agent and the aggrieved employee(s), shall be submitted to the appropriate Director, using the form agreed to by the parties, within seven (7) working 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 and all evidence available to the Union in support hereof;
  - b) The specific section of this Agreement alleged to be violated;
  - c) A statement as to when the grievance arose, became known or should have become known to the employee;
  - d) A statement as to the redress sought by the employee.

Upon receipt of the written grievance, a grievance number shall be obtained from the Office of Human Resources and assigned to the grievance by the Director. A written disposition with respect to the grievance shall be rendered by the Director to the employee and the steward or Business Agent within seven (7) working days after receipt of the written grievance; provided that the Director has had a meeting with the employee and the steward prior to making a disposition of the grievance.

After consultation with the appropriate Director responsible for Step 1, and upon mutual agreement between the Director, the President or President's designee for Step 2 and the Union, Step 1 of the grievance process outlined in Article 11.3 may be waived by the parties.

4. Step 2: If the disposition is not satisfactory to the Union, the steward may appeal the grievance in writing, using the form agreed to by the parties, to the campus President or the President's designee within seven (7) working days after receipt of the notification provided in paragraph 3 except that grievances filed with respect to discharges

or suspensions without pay must be filed within the time limitations specified in Article 13. The President or the President's designee shall render a disposition in writing to the employee and the steward within seven (7) working days after receipt of the written grievance; provided that, in the event that the President or the President's designee determines that a meeting with the employee and the steward is appropriate prior to making a disposition of the grievance, the President or the President's designee shall render a disposition of the grievance in writing within seven (7) working days after the conclusion of such meeting.

5. Step 3: If the disposition of the President or the President's designee is not satisfactory to the Union, the Union Business Representative may appeal the grievance in writing, using the form agreed to by the parties, to the Chancellor or the Chancellor's designee within ten (10) working 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 Union Business Representative within ten (10) working 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, within fifteen (15) working days after the date of that determination, or the date the determination is due if no determination is rendered within the time period specified above, may 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 Maine Board of Arbitration and Conciliation 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, which agreement shall be confirmed in writing.
8. At each step of the grievance procedure management shall meet and discuss the issues with the grievant and the steward unless mutually agreed otherwise by the University and the Union. The grievance will be considered heard at the step of highest level official in attendance at the meeting.
9. For the purposes of this Article, the term "working day" shall mean any day in the period from Monday through Friday in each week of the calendar year, exclusive of officially designated University holidays, whether or not any person involved in a grievance shall be scheduled to work on such day.
10. No complaints informally resolved or grievances resolved at Steps 1, 2 or 3 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the Union.
11. Acts or omissions which occurred prior to this Agreement shall neither be grievable nor be evidence of a violation of any term of this Agreement.

## **Article 12 – 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 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 arrange a mutually agreeable time for the parties to meet. At the hearing, the University shall provide the 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 discharge or suspend without pay any regular employee without just cause. 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 reasons therefore. 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.
  - c) When a written reprimand is issued to a unit member, a copy of the reprimand shall also be forwarded to the Steward and the Union, within five (5) working days from the time the written reprimand was issued.
  - d) All employees shall serve a probationary period of six (6) months during which time the employee may be discharged without cause. After completion of the probationary period the employee shall be deemed a regular University employee.
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 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.

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 appropriate cases such as: theft or attempted theft on University premises or of the property of the University, students or any person employed by the University; violation of safe work practices and/or safety rules; absence without leave; use of intoxicants during work time; and other causes of a similarly serious nature.
4. Any employee discharged must be paid in full for all wages owed him by the University, including overtime, and unused earned 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) calendar days after receiving notification of such action against him, of his/her desire to appeal the discharge or suspension.

6. The University agrees to have only one (1) official personnel file for each employee from which personnel decisions are made.
7. A disagreement between the Union and the University as to the validity of a discharge or suspension may be referred to Step 2 of the grievance procedure as set forth in Article 11, paragraph 4, within ten (10) working days after the Union's receipt of notification of discharge or suspension.

### **Article 14 – Separation of Employment**

Upon discharge, resignation or quit, the University shall pay in full all owed wages, including overtime, and earned unused annual leave and holiday pay, if any, on the next regular payday following the pay period in which the separation of employment occurs.

### **Article 15 – Seniority**

1. Seniority shall be a unit member's length of continuous full-time regular service with the University or campus or in his or her classification, depending on the question involved, including approved leaves of absence. A unit member shall have no seniority for the initial six (6) months of employment in full-time regular status, but upon completion of this period, shall have seniority retroactive to the commencement of this six (6) month period. The University may appoint a unit member to a non-renewable fixed length appointment for a specified duration, which shall not exceed one (1) year. Non-renewable fixed length appointments which are extended beyond one (1) year shall result in a continuing appointment unless mutually agreed otherwise by the Union and the University. In the event unit members, appointed to a non-renewable fixed length appointment, are reappointed to a continuing appointment without a break in service, then seniority date shall be established as the original date of hire as a regular unit member.
  - a) "University seniority" is the unit member's length of continuous service with the University from the most recent commencement of employment or assignment to regular full-time status.
  - b) "Campus seniority" is the unit member's length of continuous full-time regular service since the date of the last assignment to the campus where he or she is currently working. Campus seniority shall only be used in Article 15, Section 4.d for purposes of displacement eligibility and not for any other purpose related to layoffs outlined in Section 4 of this Article.
  - c) "Classification seniority" is the unit member's length of continuous full-time regular service in the current job classification or sub-classification at the campus where the unit member is currently working, subject to the following exceptions. Throughout this article, classification seniority and privileges based on classification shall be interpreted to mean service within a sub-classification where applicable.
    - i) Prior service in the same classification at the same campus shall be included 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 same trade or job grouping. In such event, classification seniority shall include the prior service in the same classification and the intervening service in an equal or higher classification. However, if the intervening service exceeds three years, is in a classification outside the bargaining unit and ceases on or after July 1, 1985, classification seniority shall include only the prior service in the same classification, but not the intervening service. The return of an employee into the bargaining unit shall not cause the displacement of another unit member.
    - ii) In each of the following trades or areas of trades specialization, classification seniority is the unit member's total length of continuous full-time regular service at the campus where she/he is currently working in the listed classifications within the trade or specialty, including service in the equivalent title under the former Job Classification Program.

Equipment Operator Career Level 1, Equipment Operator Career Level 2

- (1) Facilities Maintenance Worker Career Level 1, Facilities Maintenance worker, Career Level 2, Facilities Maintenance Worker Career Level 3, Lead Facilities Maintenance Worker Career Level 1, Lead Facilities Maintenance Worker Career Level 2
- (2) Food Services Assistant, Food Services Technician Career Level 1, Food Services Technician Career Level 2, Food Services Technician Career Level 3
- (3) Print Services Technician Career level 1, Print Services Technician Career level 2, Print Services Technician Career Level 3
- (4) Electrical Specialist Career Level 1, Electrical Specialist Career Level 2, Electrical Specialist Career Level 3
- (5) Mechanical Specialist Career Level 1, Mechanical Specialist Career Level 2, Mechanical Specialist Career Level 3
- (6) Structural Specialist Career Level 1, Structural Specialist Career Level 2, Structural Specialist Career Level 3

For employees who have entered any of the classifications listed above following participation in an apprentice program administered by the University, classification seniority shall also include the prior continuous full-time regular service in the related apprentice classifications.

- d) For unit members who entered the Service and Maintenance unit due to implementation of HECCP, classification seniority 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 Service and Maintenance unit.

2. Seniority for all purposes hereof shall be terminated when an employee:

- a) retires or resigns;
- b) is discharged for just cause;
- c) is laid off for a period of more than twenty-four (24) consecutive months;
- d) is absent without leave for three (3) consecutive work days (unless proper and acceptable excuse is shown by the employee);
- e) fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the employee received notice by certified mail from the University;
- f) fails to return to work following an annual leave or leave of absence (unless proper and acceptable excuse is shown by the employee).

An employee will accumulate seniority for the initial term of office while on leave of absence described in Article 8, Section 2.

3. A seniority list by job classification shall be established by the University of Maine System listing by campus all employees covered by this Agreement, with the employee with the greatest seniority listed first. The seniority list shall be brought up to date semiannually showing classification seniority and campus seniority as of July 1 and January 1 of each year and posted immediately thereafter on specified bulletin boards for a period of not less than

forty-five (45) days. A copy of the list shall be sent to the Union and the Chief Steward. Any objections to the seniority list, as posted, must be reported to the Office of Human Resources within thirty (30) days from the date posted, or the list shall stand accepted. Any unresolved objection made in accordance with the foregoing procedure shall be subject to the grievance procedure described in Article 11, Grievance Procedure, commencing at Step 3 thereof.

4. In the event of a layoff in the unit, employees will be laid off according to classification seniority, if all other qualifications are equal. If all qualifications and classification seniority are equal, selection for layoff will be based on campus seniority.

a) Employees will be recalled to their positions in the reverse order of layoff. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within fourteen (14) days from the date of delivery of notice of recall, the employee may be terminated.

b) Employees shall, wherever possible, be given written notice of layoff stating the circumstances which caused the layoff. Where feasible, such notice shall be two (2) weeks prior to the layoff date.

c) (1) In the event an employee is laid off on a permanent basis, he shall receive payment for unpaid wages and earned unused annual leave on the next regular payday following the pay period in which the layoff occurs.

(2) 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

(3) In the event an employee is laid off on a temporary seasonal basis, the current practice regarding unpaid wages and earned unused annual leave shall prevail.

d) An employee who is to be laid off may displace a person at his campus in any classification in the unit in which the employee to be laid off has previously served satisfactorily, provided the employee who is to be laid off has the necessary skills and ability; provided further, that the displaced person shall have the lowest classification seniority in his classification and the employee's campus seniority is greater than the campus seniority of the person to be displaced. Employees who have displaced an employee in a classification in which they previously have served shall be given a new classification seniority date effective on the date of displacement, unless entitled to prior service as described above in Article 15, Section 1.c.i and ii.

e) Those employees who have historically had the option of working or being voluntarily laid off during the summer shall retain this option, except to the extent that the University may find it necessary to require employees to work. Such required work will be offered to the available above described qualified employees in order of campus seniority. In the event that a number of employees insufficient to perform the work involved accept the offer of work, the remaining available work will be assigned to above described qualified employees in reverse order of campus seniority.

f) 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.

5. a) In the event of a job opening or vacancy for a full-time regular position in any classification included within the unit, employees working within the same classification in the department at the campus shall be notified of the opening by posting of a notice at the campus for at least two (2) working days or at University option by personal notification and solicitation by University agents in classification seniority order. At the University of Southern Maine the posting or notification shall include the building(s) where the vacancy exists. Where notification is by posting of a notice, such notice shall be placed on designated bulletin board(s).

The location of such bulletin board(s) shall be communicated to employees at the campus within thirty (30) days of the execution of this Agreement. The job posting shall include the appropriate job classification specification code. The job posting shall refer potential applicants to the job description for a list of the responsibilities and duties to be performed.

- b) After all transfers indicated by the above described procedure have been accomplished in the filling of a job opening or vacancy, the resulting job opening or vacancy may in the discretion of the University, be filled, where practicable, by intra-departmental promotion. In such event, departmental and institutional needs, equal employment opportunity obligations, employee preferences, seniority and other relevant criteria shall be given due consideration.
  - c) Following the utilization of the above procedure described in paragraphs (a) and (b), any job opening or vacancy for a full-time regular position in any classification included within the unit finally resulting in the department shall be posted at the campus at which the opening or vacancy exists. A copy of such postings shall be sent to the Union Business Representative. The opening or vacancy shall be filled by the transfer of the employees with the greatest classification seniority in the same classification in any other department at the campus who applies therefore, provided that the employee to be transferred has the necessary skills and ability. If the opening or vacancy is not thus filled, consideration for filling such job openings or vacancies shall be rendered in the following manner:
    - (1) The first area of consideration shall consist of all employees outside the department on the campus on which the job opening or vacancy exists who have responded to the posting in a timely fashion. Qualified service and maintenance unit candidates from the campus shall be interviewed before any external candidates are interviewed. The University maintains exclusive authority in determining the best-qualified applicant.
    - (2) In the event that no applicant is selected to fill the vacancy from the first area of consideration, the job opening or vacancy may be filled with the best-qualified applicant from any source.
    - (3) Where all other qualifications are equal, campus seniority shall be the governing factor.
6. Campus seniority among employees in the same department and work location shall be the governing factor in the selection of annual leave preferences, if all other qualifications are equal.
  7. a) When the University is able to schedule overtime work in advance, such work will be offered to available qualified employees in the department and work location in which the need for the work exists on a rotational basis in order of classification seniority. On any occasion when a number of employees insufficient to perform the work involved accept the offer of overtime, the remaining available overtime will be assigned to qualified employees in the department and work location in which the need for the work exists in reverse order of classification seniority on a rotational basis. The provisions of this paragraph shall be applicable to those situations where the selection of or assignment of qualified employees to perform overtime work can be completed at least twenty-four (24) hours in advance of the scheduled performance of the work on an overtime basis. For purposes of Article 15, Section 7.a. only the definition of "employees" shall be modified to include any person in a classification in the bargaining unit who is within the initial six (6) month period of University employment.



- b) When overtime work cannot be scheduled by the University in sufficient time to complete the procedures of Section 7.a. of this Article at least twenty-four (24) hours in advance of the scheduled performance of the work on an overtime basis, the University may assign any person to perform such work provided such assignment is consistent with provisions of Article 17.
- c) Employees who are absent from work under the provisions of any leave policy shall be included with other eligible employees for consideration for overtime opportunities which may arise. Employees, who are unable to perform the essential functions of the position, will not be eligible for overtime assignments.
- d) Any employee scheduled to work overtime on their normal day off in accordance with the provisions of Section 7 shall be guaranteed at least three (3) hours of pay.

### **Article 16 – Performance Evaluation Program**

- 1. The Performance Evaluation Program of employees shall continue. No employee shall be required to fill out the self-assessment portion of the approved evaluation tool. An employee's refusal to fill out the form shall not result in retribution against the employee.
- 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.

### **Article 17 – Work Assignments**

- 1. The University agrees that work traditionally assigned to job classifications in the unit shall continue to be assigned to such job classifications; provided, however, that employees may be expected to perform work not traditionally assigned to job classifications in the unit, and persons not within the unit may perform work traditionally assigned to job classifications in the unit in appropriate circumstances, including but not limited to:
  - a) training and personal development;
  - b) emergencies and critical situations;
  - c) circumstances where qualified employees are not readily available;
  - d) circumstances where such work is a normal part of the employee's or other persons' normal duties.

Assignments under this Article to persons who are not within the unit will not be made for the purpose of undermining the Union.

- 2. 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) The University shall notify the Union when a classification covered by this agreement is to be reviewed in accordance with the Classification Maintenance Program. The University shall meet with the Union to discuss any classification specification changes before such changes are sent to employees. Disputes regarding the assignment of a classification to a new wage band shall be addressed in accordance with the procedure described in section 2.a. of this Article.
3. The Union agrees to cooperate with campus initiatives to improve productivity by the University of Maine System Board of Trustees in keeping with the collective bargaining agreement.

### **Article 18 – Work Schedule**

1. a) The work week for full-time regular employees shall be a forty (40) hour week, not including unpaid meal periods, except that work weeks of other lengths which are in existence for full-time regular employees at the time of the execution of this Agreement shall be continued. Work schedules will not be arbitrarily or capriciously changed by the University.  
  
b) 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.
2. Full-time regular employees may, at the discretion of supervision, be permitted unpaid meal break(s) each day. Where granted, such meal periods shall be at least twenty (20) minutes, and shall be scheduled by supervision. Where full-time regular employees are required by supervision to remain on the job for a consecutive eight-hour period, they shall be permitted to eat a meal on the job without deduction for the meal period. Unpaid meal periods granted to persons employed as janitors and cleaners in the Residential Life department at the University of Maine shall be for one-half (1/2) hour.
3. Full-time regular employees, except those required to remain on the job for a consecutive eight hour period, will be allowed two 15-minute rest periods (i.e. from the time an employee stops working until the time he resumes working) on each regular shift each workday, which will be scheduled by supervision. The rest periods are intended to be recesses preceded and followed by extended work periods, and may not be scheduled immediately before or after the meal period or at the start or the end of a shift.
4. The paid meal and rest periods described in Sections 2 and 3 of this Article shall be taken at the site where the employee is working at the time such periods are observed, unless prior permission to the contrary has been obtained from a designated supervisor.
5. The foregoing provisions of this Article notwithstanding, the work week for full-time regular employees who are employed in the Physical Plant department at any campus with forty (40) or more employees shall be forty (40) hours, inclusive of the meal and rest periods. The meal period shall be limited to a maximum of twenty (20) minutes. Rest periods shall be limited to a maximum of two (2) ten-minute periods. The meal and rest periods shall be taken at the site where the employee is working at the time such periods are observed, unless prior permission to the contrary has been obtained from a designated supervisor.
6. a) In the event that the University determines to reassign an employee from the day shift to other shifts or vice versa, or from Monday through Friday schedules to schedules which include Saturdays and/or Sundays, on a regular basis, the University will provide the affected employee with fourteen (14) days advance notice of the

schedule change. The University will meet with and discuss the schedule change with the Union upon request. The employee may displace the least senior employee on the shift or on the Monday through Friday schedules from which he has been reassigned in his classification at the campus if qualified.

- b) The University shall provide affected employees with at least five (5) days notice of other changes in their normal work schedules.

### **Article 19 – Wages and Overtime**

- 1. a) 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 the Hourly Employees Classification and Compensation Program (HECCP), from July 1, 2019 to June 30, 2021 the start rate for positions in the Service and Maintenance Unit shall be step 1 on the Wage Schedule, except for those job families listed below. Determination of start steps for positions assigned to the Service and Maintenance unit for future contract period wage schedules will be contingent on future market study findings.
    - a. Start rates for the following job families shall be as indicated:
      - b. Electrical Step 5
      - c. Equipment Operation Step 3
      - d. Facilities Maintenance Step 2
      - e. Mechanical Trades Step 3
      - f. Structural Trades Step 2
      - g. Watch Engineers Step 4
  - b) Effective the first day of the first full pay period following January 1, 2020. The Service and Maintenance Unit Wage Schedule in effect on December 31, 2019 shall be adjusted as outlined in Appendix C. It will be implemented as follows:
    - Employees with 0-5 years of continuous service will remain on their current step.
    - Employees with 5-20 years of continuous service will move up one step.
    - Employees with 20-30 years of continuous service will move up two steps.
    - Employees with 30 or more years of continuous service will move up three steps.
    - Employees over the maximum rate for their wage band will receive an increase of 5% of their base wage.
    - There will be no retroactivity for this wage adjustment.
  - c) 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.
  - d) The University and the Union agree that no unit member shall advance to any step after the expiration of the contract. Any future step movement is subject to negotiations.
  - e) Any dual rated unit member shall have their wages, annual leave, sick leave, holidays and other paid time off calculated at the dual rate in effect at the time.
- 2. Unit members who are promoted to another job in a higher wage band shall be placed at the second step applicable to the job family of the new band on the Wage Schedule, unless that step provides less than a five (5) percent increase over the unit member’s former rate. In that event, the employee shall be placed at the lowest step in the

new band which provides an increase of five (5) percent over the unit member's former rate. If the five percent (5%) increase exceeds the hourly rate at the maximum step in the wage band, the unit member shall be placed in the maximum step. If the unit member's pre-promotion hourly rate exceeds the maximum for the new band, the unit member shall be red-circled in the current hourly rate.

3. Unit members who are demoted to a different job in a lower wage band shall have their new hourly rate established in the following manner:
  - a) calculate the percentage of the current hourly rate of the current Start Step;
  - b) apply the resulting percentage to the Start Step in the new wage band; and
  - c) placed on the step that provides at least the calculated rate.
4. Employees who are promoted, voluntarily demoted or transferred to another job shall be required to satisfactorily complete a six (6) month probationary period in the new job. This probationary period may be waived for qualified employees.
5. The University will pay a shift differential of forty (40) cents per hour to any employee who works a normally scheduled shift, the majority of which falls between the hours of 5:00 p.m. and 8:00 a.m. Such differential will be applicable to all hours of such shift, and is in addition to the employee's regular rate of pay.
6. 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 over forty (40) hours at one and one-half (1 1/2) times the base rate of pay.
7.
  - a) An employee who is entitled to overtime pay may choose, to take compensatory time off in lieu of cash payment. Such compensatory time will be granted on the basis of one and one-half (1 1/2) hours of time off for each hour of overtime worked and shall be taken at a mutually agreed upon time between the employee and the supervisor.
  - b) An employee shall be permitted to accumulate up to sixty (60) hours of compensatory time. The University shall pay the employee for the accumulated hours in excess of sixty (60) hours at the employee's straight time rate of pay at the end of any pay period.
  - c) The University shall record compensatory time earned, used, and accumulated and will supply this information to unit members at least bi-weekly.
8. Whenever two (2) or more premium rates may appear applicable to the same hour or hours paid, there shall be no pyramiding or adding together of such overtime or premium rates, and only the higher of the applicable rates shall apply.
9. Overtime shall be distributed in accordance with Article 15, paragraph 7.
10. The University will not unilaterally alter an employee's regular work schedule for the sole purpose of evading the payment of overtime pay.
11. Except as permitted under Article 17, Section 2, the assignment of wage bands to classifications which are included within the unit will not be altered for the duration of this Agreement.
12. Any unresolved complaint that an employee, as a result of an assignment by supervision, is performing duties which are significantly different from the duties outlined in the official job description for the employee's classification without appropriate compensation in accordance with applicable policies, shall be subject to the grievance procedure described in Article 11 of this Agreement.

13. Whenever an employee is continuously assigned for a period of at least five (5) hours, by supervision, to perform the duties of another classification at a higher wage band, the employee shall be compensated for the period of the assignment at the rate for the higher classification in accordance with the formula described in Section 2 of this Article. This provision shall not be applicable in the case of apprenticeship programs or other periods of training. Work in the higher classification will not be scheduled by supervision in a manner which is designed to evade these provisions.
14. a) If a campus advertises for a skilled trade position 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 applicable start rate of the wage schedule in effect at the time. If there are any other unit members within the University of Maine System in the same title and classification that make less than the unit member hired, those unit member's hourly rate will be increased to at least the step paid to the new unit member. The Union will receive notification of the need to advertise at a higher hourly rate and if the University is able to successfully hire, the Union will be informed of any other employees who may be impacted by such hire.
15. 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.
16. a) The University shall maintain a job specification for each job classification in the Unit. The job specification 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 specification accordingly, and shall so inform the Union in writing. Upon its request, the Union may meet with the University within thirty (30) days to discuss the impact of the revision(s) on unit members. In the event of disagreement between the University and Union regarding such impact, unit members 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 HECCP 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. 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.

## **Article 20 – Holidays**

1. 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
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
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 Service and Maintenance unit employees.

2. To be eligible for holiday pay, an employee must be in an active pay status or on an approved leave of absence the last hour of his or her scheduled work day prior to the holiday and in an active pay status the first hour of his or her scheduled work day after the holiday. Holiday pay eligibility does not extend to employees on an unpaid leave of absence as described in paragraph 2 of Article 24 and/or paragraph 2 of Article 8, layoff, long-term disability or Worker's Compensation, unless the employee is scheduled to work on the holiday.
3. A full-time regular employee who is regularly scheduled to work a forty (40) hour week shall receive eight (8) hours holiday pay at his or her basic hourly straight time rate, except that a full-time regular employee who is regularly scheduled to work more than eight (8) hours on a holiday will receive holiday pay equal to the number of hours for which regularly scheduled. Holiday pay for full-time regular employees who are regularly scheduled to work less than forty (40) hours per week shall be equal to the average number of hours per day the employee is regularly scheduled to work times the hourly rate of pay. A part-time regular 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 work day on the holiday, not to exceed eight (8) hours.
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.
6. An employee who has worked on a holiday may choose to take compensatory time off in lieu of cash payment. Such compensatory time off 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 will be granted on the basis of one and one-half (1 1/2) hours off for each hour of holiday worked. The compensatory time will be taken at a mutually agreed upon time between the employee and supervision. Approval to take compensatory time off shall not be unreasonably denied.
7. The University shall determine the number and categories of employees needed for holiday work and a schedule shall be posted at least five (5) calendar days prior to the holiday. This provision does not preclude the University from assigning additional employees to work on a holiday in the event of unscheduled emergencies.
8. Holiday pay paid to employees for hours they are not scheduled to work on the holiday shall not be counted in the computation of overtime.

**Article 21 – 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) days. The annual leave carry forward will be applied at the end of the pay period which includes December 31 of each year. 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 time 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 in accordance with Article 14.
6. 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-quarter (1/4) hour intervals. Less than one-quarter (1/4) hour annual leave shall be recorded as one-quarter (1/4) hour.
7. Annual leave schedules shall be posted on April 1 of each year and remain posted for thirty (30) days to allow employees to make their annual leave selection in accordance with Article 15, paragraph 6. The selection shall be made in two (2) steps:
  - Step 1: All employees shall make a selection of not more than two (2) weeks.
  - Step 2: After Step 1 is completed, those employees who have additional annual leave weeks to their credit shall select their annual leave periods from the weeks remaining open on the schedule.
8. The use of additional accumulated annual leave requested by employees shall be granted upon request provided the necessary personnel are available to provide adequate staffing during the period desired.
9. 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.
10. Employees who are dual rated continuously for over six (6) months or who are initially assigned a dual rate when hired shall be paid for annual leave based on the average of the hourly rates.

## 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 one-third (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 employees' regularly scheduled workday.
3. Sick leave used will be computed on the basis of the hours scheduled to work times the hourly rate of pay.
4. 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.
5. In the case of suspected sick leave abuse or an illness over five (5) work days in duration, 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.
6. Employees must notify the Director or appropriate Supervisor in charge of the shift, if available, of their illness as early as possible, but in any case no more than one-half (1/2) hour following the starting time, in order to be paid sick leave, unless a later time is approved by the Director.
7. 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 24, Leave 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.
8. 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 MOU between the University and the Union dated April 27, 1998.
9. 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" 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, stepchildren, foster children, stepparents, half-brothers, half-sisters, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, and sister-in-law, 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 family member. Approval for such use of sick leave will not be unreasonably denied.

10. Employees may use sick leave with advance notice for doctor's appointments for themselves.
11. A unit member 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.

### **Article 23 – Bereavement and Funeral Leave**

1. Full-time and part-time regular employees may request a maximum of five (5) paid days leave in the event of a death in their immediate family. For the purpose of this paragraph only, if additional time away from work is needed, an employee may use accumulated sick leave up to a maximum of one-half (1/2) of accumulated sick leave at the time of the qualifying event.
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 funeral leave, 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, uncles, nieces or nephews 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 six (6) days per fiscal year.

Up to an additional two (2) days of paid funeral leave per fiscal year 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. Such request will not be unreasonably denied by the supervisor.

### **Article 24 – Leave 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. The employee must obtain the supervisor's approval 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. A written request, with reasons for this leave must be submitted at least forty-five (45) days in advance by the employee to the appropriate supervisor. A maximum period of unpaid personal leave of twelve (12) consecutive months may be requested by an employee. The University's designated administrator shall have the sole discretion to accept or reject the request and the decision shall not be grievable. 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, the employee will not accumulate sick leave, 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 commencement of the leave, make arrangements to maintain life and health insurance coverage, at the employee's expense. An employee is responsible for the timely submission of the remittance of the full premium cost on a monthly or prepaid basis.

4. Employees can obtain information about Family Medical Leave Act at the following System-Wide campus addresses:

UMA	Farmhouse	621-3100
UMF	Merrill Hall	778-7246
UMFK	Cyr Hall	834-7533
UM	130 Corbett Hall	581-2360
UMM	Powers Hall	255-1220
UMPI	18 Preble Hall	768-9551
USM - Gorham	128 School Street	780-5175
UMS	16 Central Street	973-3370

### **Article 25 – Military Leave**

Full-time and part-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.

### **Article 26 – Court Pay**

1. Full-time and part-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.
2. Full-time regular employees who are subpoenaed as witnesses in any legal proceeding will be granted a leave of absence for the period of such service. The University will pay any such employee the difference between his regular base pay and his witness pay, exclusive of travel, for any period during which the employee is unable to work because of such service as a witness with the exception of litigation involving the University where an employee is called by a party other than the University or an employee's personal litigation.

### **Article 27 – Administrative Leave and Administrative Holidays**

1. The University, in its exclusive discretion, may declare an administrative leave at a campus or campuses of the University.
2. Any employee normally scheduled to work during the period of an administrative leave at a campus at which administrative leave has been declared will receive administrative leave pay at the regular rate for such normally scheduled hours, not to exceed the designated length of the administrative leave.
3. a) Any employee directed by management to work hours which are included within his normal work schedule during the period of an administrative leave at a campus at which administrative leave has been declared will be paid at the straight time rate for any such time worked during the period of the administrative leave. This

pay will be in addition to any administrative leave pay to which the employee may be entitled under paragraph 2 of this Article.

- b) Any employee directed by management to work hours which are not included within his normal work schedule during a period of administrative leave shall be paid at double the regular hourly rate for any such time worked during the period of the administrative leave.
4. In the event that an administrative leave is called which commences at or prior to the start of an employee's scheduled shift, any employee not directed to work shall be provided with reasonable notice not to report for work. In the event that the University fails to give such reasonable notice and as a result an employee reports fit and ready for work, the employee, if he so requests, shall be guaranteed a minimum of three hours work, which shall be paid in accordance with paragraph 3 of this Article; or in lieu thereof, shall receive three hours pay at the straight time rate in addition to administrative leave pay as provided in paragraph 2 of this Article, if no work can be provided by the University.

Reasonable notice shall be conclusively presumed to have been given if the University telephones the employee's home or notifies designated radio station(s) in the area of the campus of the administrative leave period at least one hour prior to the employee's starting time.

For weather related administrative leaves, reasonable notice may be given by putting a message on a phone line that unit members have been advised to call for such notifications. This message shall include instructions regarding the unit member's need to call back regarding delayed openings, if applicable.

The three (3) hour guarantee described herein shall also apply to an employee who has been at work, as regularly scheduled, for less than three (3) hours at the time that administrative leave is called.

5. Any hours paid pursuant to paragraphs 3 and/or 4 of this Article shall not be included in any computation regarding overtime pay.
6. Administrative holidays may be declared only at the discretion of the Chancellor or his 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 his designee, but shall not be limited in a manner which arbitrarily excludes any group of employees from the administrative holiday period. Employees directed by management to work during hours which 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. An employee may choose 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. Compensatory time shall be taken at a mutually agreed upon time between the employee and the supervisor. Use of compensatory time shall not be unreasonably denied. If the employee is directed to work more than eight (8) hours, the employee shall receive this pay or compensatory time in lieu of overtime.
7. 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 28 – Insurance**

1. a) The University will provide a health plan, as modified below, or a comparable plan for all fulltime regular unit members.
- 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 personal and spouse and/or 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 personal, spouse and family health insurance coverage equivalent to the coverage which is available to full-time 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. 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.
  - i. Full-time unit members who complete the Level 1 wellness incentive program as described in Section 3.a.1 below will pay an average of 10% of the total health plan premium applicable to their coverage level. 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 10% premium contribution. Full-time unit members who do not participate in Level 1 will pay an average of 20% of the health plan premium applicable to their coverage level until Level 1 wellness program is completed.
  - ii. For full-time, regular unit members, Level 1 as described in Section 3.a.1. below must be completed in each calendar year of this Agreement. Once the unit member qualifies for the average 10% premium share, that share will begin in the month following the date on which the unit member qualifies and will 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 average 10% premium share. If Level 1 is not completed, the premium share will increase to the average 20% share until the Level 1 wellness program is completed.
  - iii. For part-time unit members, Level 1 as described in Section 3.a.1. below must be completed in each calendar year of this Agreement. Once the unit member qualifies for the premium share outlined in Section 1.b or 1.c of this Article, 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 premium share in Section 1.b or 1.c. If Level 1 is not completed, the premium share shall be increased by 10% of the total premium until Level 1 wellness program is completed. For example, an employee who would otherwise pay 50% of the total premium would pay 60% of the total premium.
  - iv. For part-time employees, if the employee and covered spouse or domestic partner complete Level 1 as described in Section 3.a.1. below of the Wellness incentive, the employee's premium share shall be as described in Section 1.b or 1.c of this Article. If the employee and covered spouse or domestic partner 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 program is completed. For example, an employee who would otherwise pay 50% of the total premium would pay 60% of the total premium.
  - v. Full-time unit members initially employed on or after January 1, 2014, will pay the average 10% premium share for the first ninety (90) days of employment. To remain qualified for the average 10% premium share, a unit member and his/her spouse or domestic partner must complete Level 1 of the wellness incentive outlined in Section 3.a.1 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 within the first ninety (90) days of employment, his/her premium share will be an average of 20% depending on the coverage level, effective in the following month.

- vi. Part-time unit members' initially employed on or after January 1, 2014, the premium share shall be as described in Section 1.b.or 1.c of this Article for the first ninety (90) days of employment. To qualify for the premium share outlined in Section 1.b or 1.c of this Article, the unit member and his/her covered spouse or domestic partner must complete Level 1 of the wellness incentive outlined in Section 3.a.1 below. If a unit member or his/her spouse or domestic partner have not completed Level 1 of the wellness incentive within the first ninety (90) days of employment, the premium share specified in Section 1.b or 1.c shall be increased by 10% of the total premium, effective the following month. For example, an employee who would otherwise pay 50% of the total premium would pay 60% of the total premium.
  - vii. Unit members who participate in Level 2 of the wellness incentive program as described in Section 3.b.2b 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. Review of qualification for and payment of the additional incentive will occur unit-wide one time per year as determined by the University.
3. 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 Teamsters 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 September, available in mid-October. A preliminary estimate of the renewal percentage will be available in August and will be updated in September and October 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 percentage 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 Teamsters 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%. A unit member's premium contribution will not exceed 13% of the total premium for unit members who qualify for the wellness incentive premium share or 23% for those who do not qualify for the wellness incentive premium share.
  - 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.
- L. Nothing in these provisions constitutes a waiver of the University of Maine System or Teamsters Local #340 rights regarding bargaining under the collective bargaining agreement or MRS Title 26, Chapter 12 of the University of Maine System Labor Relations Act.

### 3. Wellness Program Requirements

#### a) **Level 1 –**

- 1. Unit member, spouse or domestic partner will need to obtain key bio-metric data (e.g. BP, BMI, Lipids)
  - UMS will run “know your #'s” clinics for bio-metrics, OR
  - Unit member, spouse or domestic partner can have tests done by their own Doctor. This data will be reported by a unit member's own Doctor or on-site biometric screening provider.
- 2. Unit member, spouse or domestic partner completes the on-line health assessment. The form must be entirely complete.
- 3. Unit member, spouse or domestic partner voluntarily participates in wellness activities totaling ten (10) points as described in the Rise Up points tracker, such as lunch and learns, walking, nutrition, yoga, weight watchers, etc.

#### b) **Level 2 – Requirements in addition to completing Level 1**

- 1. Unit member, spouse or domestic partner participates in wellness activities totaling one hundred (100) points as described in the Rise Up points tracker, such as lunch and learns, walking, nutrition, yoga, weight watchers, etc., Total number of points must be 120 by the qualifying date, OR
- 2. by the qualifying date participate in a designated coaching program.
  - For example coaching with the University wellness provider on topics such as, smoking cessation, physical activity, weight management, nutrition and stress management, OR
  - Healthy babies maternity program with Cigna, OR
  - Disease management coaching with Cigna, OR
  - Lifestyle management coaching by Cigna.

- 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 who are 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
4. a) Part-time regular unit members who meet the criteria established under Article 18. 1.b shall be eligible for group health coverage as described in Section 2.1.i.ii. 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 18.1.b language 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.
5. 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 maintain 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. Long term disability coverage shall provide for:
  - 60.00% of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$13,000.00 less Other Income Benefits and Other Income Earnings
  - Substance abuse, mental nervous, and non-verifiable conditions covered for 36 months
  - Cost of Living adjustments for the first 24 months of coverage
  - UMS healthcare coverage (subject to employee contributions) for 24 months. This aligns with potential eligibility for Medicare disability coverage.
  - UMS life insurance coverage for 36 months.
- c) 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. Premiums for this insurance will be paid in full by the University.
6. The University will provide accidental death benefit insurance in the amount of \$20,000 single payment coverage for employees who are required to return to duty on "call-back", as defined in Article 30. Such coverage shall extend from the time the employee leaves home to respond to the call-back until such time the employee returns to home provided that the employee returns to home directly following cessation of duty or duties for which the employee was called back or assigned upon reporting. In the event the intercession of the regularly scheduled workday precludes a return to home, such insurance shall be effective until the commencement of the regularly scheduled workday for that employee.
7. Any full-time regular employee who, during the period of this Agreement, completes a program of outpatient alcoholism treatment at a facility approved by the University shall be reimbursed by the University for the documented expenses of such treatment which have been paid by the employee to the facility and have not otherwise been paid pursuant to an insurance program maintained by the University.
8. a) 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.  
b) Eligibility for benefits shall extend to dependent children, as defined by the IRS, of an employee's partner.
9. The University will provide a dental plan. The University will pay 100% of the premium for the regular, fulltime 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.
10. 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, 2013 through December 31, 2014 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 in the 3rd quarter of 2015.
  - b) During the term of this 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 29 – Retirement

1. The University of Maine System Retirement Plan for all full-time regular employees shall consist of a single record keeper whose rules of participation have been mutually agreed upon by the parties.
2. The University of Maine System Retirement Plan for Classified Staff (formerly the Non-Contributory Retirement Plan) shall be amended as agreed by Teamsters Union Local No. 340 and the University of Maine System effective December 3, 1993, and shall conform to trustee determined appropriate Employee Retirement Income Security Act of 1974 (ERISA) standards.
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 Service and Maintenance Unit Members, who are participants in the University of Maine System Retirement Plan for Classified Staff (formerly 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 1% (one percent) 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. Single record keeper shall administer payroll deducted funds which shall be remitted by the University once monthly. This voluntary defined contribution plan is called 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 single record keeper 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 (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 (6) %, will continue to match dollar for dollar up to a maximum of four (4) % an eligible unit member's contribution. Any percentage beyond the four (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. Single record keeper shall administer payroll deducted funds which shall be remitted by the University once monthly.
4.
  - a) Unit members participating in the University of Maine System Basic Retirement plan for Classified Employees on or before 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 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, 2012 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. 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 single record keeper 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 30 – On-Call and Call-Back Pay**

1. Any employee who remains on call, prepared to return to work immediately if contacted, will be paid at the flat rate of \$2.00 per hour for all such on-call hours. Such hours will not be considered as hours worked for the computation of overtime pay. The need for and hours of on-call duty will be at the discretion of the university, and an on-call shift will be a minimum of 8 hours. On-call duty is voluntary and will be offered to qualified employees on a rotational basis in order of classification seniority. Either party may request a meeting to renegotiate this section, and the parties agree to meet within 30 days of the request.
2.
  - a) Any full-time regular employee called back by supervision from home without prior notice before or after his normal work day, or on days which are not included in his normal work schedule shall be paid at the rate of one and one-half (1 1/2) times his regular hourly rate of pay for those hours worked outside the normal work schedule. Time will begin when the employee leaves home and end when the employee returns home provided that reasonable travel time is claimed.
  - b) There shall be a minimum of three (3) hours pay at this rate for such call-back. If the call-back period overlaps the normal 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.
  - c) When an employee is called back to work pursuant to this Article, he shall be expected to perform any assigned emergency and/or routine work and shall be entitled to claim the three (3) hour guarantee only once for each call back.
  - d) Reasonable notice of call back shall be conclusively presumed to have been given if the University telephones the employee's home or other telephone number that the unit member has provided specifically for this purpose. Other means of communication including text message or e-mail may only be used after a telephone call to the home or other number provided by the unit member.
3. Existing practices regarding call-back pay and overtime assignment which are applicable to employees working in the Steam Plant at the University of Maine and which are inconsistent with Articles 15 and 30 of this Agreement shall be maintained by the University unless and until changed by the parties through their authorized representatives.

### **Article 31 – Meals**

1. The University will provide meals, consisting of designated menu items, to food service employees who are on duty and who are engaged in the preparation and service of food. This privilege is limited to those days on which the food service is in operation at the employee's work location.
2. In those areas where the University now provides meals and / or meal allowances on a regular basis to employees engaged in overtime work this practice shall be continued. The University shall determine whether meals or meal allowances shall be provided.

## **Article 32 – Tools**

1. The University will provide the tools and equipment which it determines are necessary in the performance of assigned duties, except for those employees in job classifications designated by the University who are required to supply their own tools and tool boxes as a condition of employment.
2. The University shall at its option and subject to the limitations herein repair or replace tools supplied by employees in accordance with paragraph 1 of this Article which are destroyed in the performance of assigned work. Repair or replacement shall be limited to tools described in an inventory previously filed by the employee with the University. The tool for which repair or replacement is sought shall be turned in to the University. It shall be the responsibility of the employees to exercise reasonable care in the maintenance and use of tools.
3. Where metric tools are required by mechanics in the performance of responsibilities assigned by the University, such tools as are necessary will be issued by the University for use by employees.
4. An employee who loses assigned keys or a security card shall not be charged for their replacement. The University may discipline the employee.

## **Article 33 – Uniforms**

1. The University shall, at its option, supply the initial uniform issue, or an allowance to purchase initial uniforms, to those employees required by the University to wear a uniform. Due to environmental conditions, a request may be made by the employee to his supervisor not to wear certain parts of his uniform. Such a decision shall be at the discretion of the supervisor and shall not be unreasonably denied.
2. The University shall determine the number and types of uniforms to be supplied. Where the University provides a uniform allowance in lieu of initial uniforms, the University shall determine the amount of the allowance.
3. In any area where the University, in its discretion, does not provide for the cleaning of uniforms, or where any employee fails to avail himself of such cleaning service, employees shall be responsible for cleaning such uniforms according to standards established by the University.
4. Employees shall be responsible for the repair of uniforms to meet standards established by the University.
5. The University will replace uniform items when, at the discretion of the University, such replacement is considered necessary and warranted.
6. The University shall offer to employees choosing to participate, an authorized payroll deduction plan to permit employees to pay for the purchase of safety shoes and/or uniforms where available.

## **Article 34 – 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 eight (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 (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 35 – Training**

1. In addition to any formal apprentice training which may be available, the University will endeavor to assist the advancement of employees to higher rated jobs by providing opportunities, to the extent permitted by service and production requirements, to improve their job knowledge and skills through on-the-job training.
2. Any employee required or approved to attend an off campus training program will do so at no loss of regular pay for the day(s) of the training period. Reasonable training expenses will be paid, but time outside the regular work schedule, including travel to and from the training program, shall not be considered paid time.
3. After twelve (12) months of satisfactory performance in an apprenticeship program, apprentice bakers and apprentice cooks shall be promoted to positions other than their apprentice positions.
4. The University shall pay for mandatory trades' licenses exclusive of Class III driver's license.

#### **Article 36 – Sanitary Conditions**

The University agrees to maintain clean sanitary washrooms having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

#### **Article 37 – Motor Vehicles**

1. Employees will abide by published rules and regulations pertaining to motor vehicle usage, operation and/or parking which have been or shall be adopted by the University.
2. Employees who use their personal automobiles for assigned non-campus University business in accordance with University travel policy shall be reimbursed for such use at the same rate paid by the State of Maine.
3. The Orono campus chief steward may purchase one (1) campus parking decal from among the types regularly available to campus employees, which permits the least restrictive access to campus parking areas. The chief

steward shall be required to pay the usual fee for this decal and shall comply with applicable motor vehicle rules and regulations.

### **Article 38 – Defective Equipment**

1. Employees shall immediately report all defects of equipment or needed repairs to the Director or appropriate supervisor. A suitable form shall be provided by the University and 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 equipment.
2. Any vehicle determined by the Director or appropriate supervisor not to be in safe operating condition shall be taken, at the direction of the Director or appropriate supervisor, to be inspected by a qualified mechanic for evaluation of the problem for repair.
3. No employee shall be compelled to operate any vehicle or equipment not in safe operating condition which confronts him with an imminent and abnormal danger.
4. It is expressly understood by the parties that any controversy regarding the imposition of discipline on any employee for refusal to operate any equipment shall be subject to the grievance procedure described in Article 11, Grievance Procedure.

### **Article 39 – Safety and Health**

1. All employees will abide by University safety regulations, and will use appropriate safety equipment and protective clothing required and/or provided by the University.
2. The University agrees to provide safety goggles and helmets for use by employees in any circumstances where the need for such equipment exists.
3. The University will offer a reimbursement of \$105 within a two-year period, when safety toe shoes are required by an employee's supervisor. This reimbursement is currently available to employees at the University of Southern Maine and upon execution of the agreement will apply to employees at the University of Maine Farmington, University of Maine Augusta, University of Maine Machias, University of Maine Presque Isle, and University of Maine Fort Kent. There shall be no change to the current reimbursement available to employees at The University of Maine.
4. The Union will promote the safety rules and regulations established by University safety programs.
5. The Union shall designate one (1) employee to serve as its representative on any existing or subsequently established campus safety committee. The representative named to serve on a safety committee shall suffer no loss of pay for the time necessarily spent in meetings of a safety committee during the employee's regularly scheduled working hours. Such committees are encouraged to include employees who are broadly representative of the work areas served by the committees.
6. The University of Maine System 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.

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. Release time for this purpose does not carry forward from year to year.

7. The University may adopt policies relating to the regulation of smoking in the work place 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.

#### **Article 40 – Job Related Injuries**

1. Any employee who requires immediate medical attention as a result of an injury sustained in the performance of assigned duties shall be permitted sufficient time on the day of the injury to receive such attention without loss of regular base pay on that day.
2. Any employee who has been injured on the job, and has returned to work following a period of absence on Worker's Compensation, shall be permitted time off from work, without loss of regular base pay, for a follow-up medical appointment required by a physician in connection with the said injury, provided that the employee has first made reasonable efforts to schedule such appointment at a time which does not conflict with his regular work schedule.
3. Worker's Compensation benefits will not be paid for the first seven (7) days of incapacity to work, except in cases where such incapacity continues for more than fourteen (14) days. Accumulated sick leave may be used during this seven (7) day period.

#### **Article 41 – Identification Fees**

In the event the University requires employees to carry or display personal identification, such requirement shall be complied with by employees. The cost of such required personal identification shall be borne by the University.

#### **Article 42 – Lie Detector Test**

The University shall not require that an employee take a polygraph or any other form of lie detector test.

#### **Article 43 – No 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 during the period of this Agreement.
2. The Union on behalf of its members agrees that it will not call, instigate, sanction, condone, or engage in a strike, slowdown or interference with the normal operation of the University during the period of this Agreement.
3. The Union will take all necessary effective and affirmative action to avoid any interruption or slowdown of the normal operation of the University, and if any such activity occurs will immediately inform employees they are in violation of this Agreement and/or law and direct employees to comply with this Article.
4. Any employee who participates in or promotes a strike, slowdown, or interference with the normal operations of the University may be disciplined up to and including discharge and loss of all rights, privileges and seniority.

#### **Article 44 – Emergency Reopening**

In the event that compliance with any wage and hour provisions of this Agreement is specifically prohibited by any Federal law or order resulting from the declaration of war or national emergency, or the imposition of mandatory economic controls, the provisions of such law or order shall prevail, and the affected provision(s) of this Agreement shall be considered void. Negotiations on the affected provision(s) shall commence within thirty (30) days of a request of either party.

## **Article 45 – 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 46 – Parking Fees**

During the term of this Agreement, parking fees shall not exceed \$25. Parking fees which are charged to employees 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 47 – Labor Management Cooperation**

1. A joint committee of Union and University representatives shall be established at each campus, except that at the University of Maine, there shall also be established separate joint committees within the Departments of Facilities Management and Residential Life.
2. Each party shall designate its own representatives to each committee. The size and organization of the committees may vary from place to place but shall be mutually determined.
3. The committees shall meet regularly for discussions relating to working conditions of employees and the administration of this Agreement.
4. Meetings of each committee shall be conducted at least quarterly unless canceled by mutual agreement. Meetings may be held more frequently by mutual agreement.
5. Employee representatives to the committees shall be granted release time without loss of pay to attend meetings of the committees which occur during their normal working hours.
6. The committees shall have no authority to engage in collective bargaining on behalf of the parties.
7. Minutes of all committee meetings shall be provided to the designated bargaining representatives of each party and the respective campus President.

## **Article 48 – Workers' Compensation**

1. An employee on workers' compensation and unable to work due to such injury, will have the option of supplementing his / her workers' compensation benefit by using accrued sick and / or annual leave. The employee may supplement the difference between the benefit received from workers' compensation and 100% of the base pay the employee would have received if not injured. To elect this option, the employee must notify the campus Human Resources Department.
2. When an employee on workers' compensation has been totally unable to work for more than three months due to the injury, annual leave and sick leave will cease to accrue beginning on the first day of the fourth month. Accruals will commence again when the employee returns to work.
3. An employee on workers' compensation who has been totally unable to work for one year due to such injury and is unable to return to work on the first day of the start of the second year will be subject to University of Maine policy and applicable reinstatement rights as provided under the Maine Workers' Compensation Act.
4. An employee on workers' compensation and who is totally unable to work for up to one year, will be eligible to continue his/her health insurance, dental, short-term disability, long-term disability, and life insurance by paying the premiums that a regular, full-time employee would pay during that year.



5. A full-time regular employee medically released to return to work, but who is unable to return full-time to his/her previous position or is able to return in a full-time capacity subject to light duty restrictions (e.g., limited or no physical activity, heavy lifting, keyboarding or other repetitive task), may be placed in another assignment other than the one that the employee originally had when injured, if it is determined the employee is qualified or can be trained for the position. The System reserves the right to determine if light duty work is available, but is not obligated to provide light duty work if not available. If an employee is medically able to return to work, but elects not to take an assignment without reasonable cause, his / her workers' compensation and university benefits may be discontinued. If the assignment results in a different position or job classification where the rate of pay needs to be reduced, the employee is eligible to receive 80% of the pay differential as a workers' compensation benefit, not to exceed the maximum benefit allowed by law.

Nothing in this Agreement limits an employee's right to request and be granted reasonable accommodations, if eligible under the Americans with Disabilities Act or other federal or state law.

6. A full-time regular employee medically released to return to work in less than a full-time capacity will accrue sick leave and annual leave as follows:
  - a) Annual leave on an hourly basis where for each eighty (80) hours worked and compensated for, the accumulation will be 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

Upon being released back to work in less than a full-time capacity, any hours previously accumulated while full-time which are above the new part-time maximum will be paid out to the employee.

- b) Sick leave at the rate of 4.62 hours for each eighty (80) hours worked and for which compensation is paid, up to a maximum of one hundred twenty (120) times the number of hours in the employees' regularly scheduled workday. Upon being released back to work in less than a full-time capacity, any hours previously accumulated while full-time which are above the new part-time maximum, will be deleted until the employee returns in a full-time capacity. Upon return to a full-time capacity, the hours deleted will be restored.
7. A full-time regular employee on workers' compensation who is totally unable to work and/or in combination works in less than a full-time capacity for one year total, will be eligible to continue to receive during that one year, the benefits available to full-time unit members at the applicable premium rates. An employee whose participation in workers' compensation extends beyond one year as a result of returning to work in less than a full-time basis will be eligible for:
  - a) An employee with an equivalency of five (5) or more years of regular, continuous full-time service, at the time the workers' compensation injury incapacitated the employee from working or when the employee's work schedule was reduced, whichever comes first, who is reduced from full-time to between 20 and 39 hours per week, will be eligible to receive, with the applicable employee premium, all benefits available to other full-time unit members. Benefits, however, are based on the reduced salary and FTE. Tuition waiver will be granted on the same basis as part-time regular status.
  - b) An employee with less than five (5) years of regular, continuous full-time service at the time the workers' compensation injury incapacitated the employee from working or when the employee's work schedule was reduced, whichever comes first, the employee will be placed into a part-time regular status. In this status,

the employee will retain eligibility for health insurance upon payment of one-half (1/2) the premium of the applicable coverage. With the exception of retirement and long-term disability, all other benefits available to part-time regular employees will be unaffected. Benefits, however, are based on the reduced salary.

- c) An employee working a reduced schedule of less than twenty (20) hours per week, regardless of the number of years of service, shall be ineligible for health insurance, life insurance, dental insurance, short term and long term disability and University retirement match.

#### **Article 49 – Hourly Employee Classification and Compensation Program (HECC) Position Review**

1. Each unit member shall be employed in a classification specification in the Hourly Employee Classification and Compensation Program (HECCP). Classification specification documents shall be maintained on the University of Maine System website.
  - a) The HECCP classification description shall be the only official job description for a unit member. The classification description will be the only job description used in evaluation and discipline.
  - b) The supervisor may provide written or oral information about specific assignments and responsibilities. Assignments shall be consistent with the applicable classification specification, except that reasonably related assignments may be made, so long as they do not violate Article 19 regarding out of title work.
  - c) A job posting shall contain information about responsibilities and skills needed specific to the vacant position. The campus office of human resources will ensure that this information is consistent with the HECCP classification specification. The posting will also contain the job code to refer potential applicants to the classification description.
2. In the event that a unit member believes that his or her duties are significantly different from those outlined in the unit member's official job description, the unit member may request a position review. Official forms to request a position review shall be made available at designated offices on each campus and on the UMS website.
3. The unit member shall submit a completed and signed position review request form and questionnaire outlining the unit member's current job duties and responsibilities to his or her appropriate supervisor. The unit member's immediate supervisor shall complete the supervisor's responses to the position questionnaire and forward the request form and questionnaire for consideration to the appropriate University department.
4. The audit shall result in findings as to whether the duties being performed by the unit member are significantly different from the duties outlined in the official job description for the unit member's job classification. Such findings shall be made in accordance with HECCP criteria and shall be submitted to administrative officers designated by the University, who shall determine, if warranted, whether the unit member shall be reclassified or assigned duties which conform to the official job description for the classification. Such determinations shall be forwarded to the unit member.

5. The wage rate for unit members who are reclassified to another job classification shall be determined in accordance with Article 19. The campus human resources office will calculate the new wage and communicate it to the unit member.
6. The effective date of an approved reclassification shall be the date that the completed position review request form and position questionnaire were submitted to the supervisor by the unit member.
7. All reclassification reviews will be conducted using HECCP criteria for classification in effect at the time of execution of this Agreement. The criteria to be used for classifying jobs include the HECCP job families, job specifications and the career level matrix.
8. In the event that the employee disagrees with the University decision, the employee may appeal the decision in writing to the HECCP review committee consisting of two Union representatives and two University representatives.
9. The review committee shall review and issue a decision on the matter and inform the employee of their decision.
10. In the event that the review committee cannot reach agreement on the issue, the matter will be referred to the neutral reviewer.
  - a) The Neutral Review: In the event that an employee's appeal cannot be resolved by the review committee, a neutral reviewer shall be selected by the parties. The neutral reviewer shall meet with the Joint Panel in person. Decisions made by the neutral reviewer shall be final and binding and non-grievable. Costs of neutral reviewers will be shared equally by the University and the Union. The neutral reviewer will assist the review committee in reaching a decision, or if necessary, will render a final decision on the classification. The final decision is not subject to further appeal or grievance. The neutral reviewer's decision shall be communicated to the employee and campus HR on a form signed by the review committee and the neutral reviewer.
  - b) Employees shall be granted release time to present their own appeal or serve on the appeals committee.
  - c) Every attempt will be made to process all reviews within ninety (90) working days. If use of neutral reviewers is required, the parties will schedule appeals meetings as soon as possible. If the parties find it is not possible to process all appeals within this timeframe, we will mutually agree to an extension.
  - d) The HECCP implementation position review appeals process outlined in this Article shall be the sole and exclusive procedure for the presentation of employee concerns regarding position reviews. All decisions made by the neutral reviewer shall be final and binding and non-grievable.
  - e) The Joint Panel and neutral reviewer may assign the unit member to a classification in the same wage band or in a higher wage band or may leave the unit member in the classification assigned. The appeal will not result in placement in a lower wage band than the initial assignment.

## Article 50 – 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 Teamsters Union Local No. 340;  
and

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.

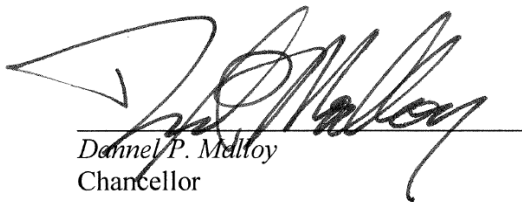
## Article 51 – Duration

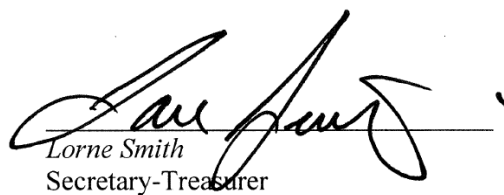
1. The provisions of this Agreement shall be effective as of July 1, 2019, or the date of its execution, whichever occurs later unless otherwise specified herein, and shall continue in full force and effective until and including June 30, 2021.
2. This Agreement shall not be modified in whole or in part 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. During the term of this Agreement, neither party shall be required to bargain with respect to any 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 on Dec 19, 2019 as indicated below:

For the University of Maine System:

For the Teamsters Union Local No. 340:

  
Daniel P. Malloy  
Chancellor

  
Lorne Smith  
Secretary-Treasurer



UNIVERSITY OF MAINE SYSTEM  
SERVICE & MAINTENANCE UNIT

GRIEVANCE FORM – Step 1 CAMPUS \_\_\_\_\_

Step 1:

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

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

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

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

Section(s) of agreement allegedly violated: \_\_\_\_\_

Date(s) of occurrence giving rise to grievance: \_\_\_\_\_ (if more than five (5) days prior to the date informally raised, include an explanation as to when the problem became known to the employee and why the employee should not be charged with knowledge as of an earlier date):

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

Statement of facts and evidence supporting the grievance: (Attach supporting documents if available)

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

Redress sought:

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

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

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

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

To be completed by Director

**INSTRUCTIONS:** Fill out as indicated.

**DISTRIBUTION:** Original 1<sup>st</sup> Copy 2<sup>nd</sup> Copy  
Step 1 Director Steward Campus Grievance File

Appendix B – Grievance Form Step 2 and Step 3



**UNIVERSITY OF MAINE SYSTEM  
SERVICE & MAINTENANCE UNIT**

**GRIEVANCE FORM – Step 2/Step 3  
(Circle One)**

CAMPUS \_\_\_\_\_

TO: \_\_\_\_\_

\_\_\_\_\_ Date Filed

FROM: \_\_\_\_\_  
Steward/Union Representative

\_\_\_\_\_ Signature of Steward/Union Representative

\_\_\_\_\_ 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).

<b>DISTRIBUTION:</b>	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>Union Representative</b>	<b>Campus Grievance File</b>

**Appendix C – WAGE SCHEDULE January 1, 2020 – June 30, 2021**

**University of Maine System  
FY20 & FY21 Wage Schedule  
Service and Maintenance**

**Effective January 1, 2020 – June 30, 2021**

<b>DBM</b>	<b>1</b>	<b>2</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>A11</b>	12.50	12.75	12.99	13.23	13.47	13.71	13.94	14.17	14.40	14.62	14.84	15.06	15.27	15.48	15.68
<b>A12</b>	13.00	13.26	13.51	13.76	14.01	14.26	14.50	14.74	14.98	15.21	15.44	15.66	15.88	16.09	16.30
<b>A21</b>	15.29	15.60	15.90	16.20	16.50	16.80	17.10	17.40	17.70	18.00	18.30	18.59	18.88	19.17	19.46
<b>A22</b>	16.82	17.16	17.49	17.82	18.15	18.48	18.81	19.14	19.47	19.80	20.13	20.45	20.77	21.09	21.41
<b>A23</b>	18.00	18.36	18.71	19.06	19.41	19.76	20.11	20.46	20.81	21.16	21.51	21.86	22.20	22.54	22.88
<b>B21</b>	15.60	15.91	16.22	16.53	16.84	17.15	17.46	17.77	18.07	18.37	18.67	18.97	19.27	19.57	19.86
<b>B22</b>	17.04	17.38	17.73	18.08	18.44	18.80	19.17	19.54	19.92	20.31	20.70	21.10	21.50	21.91	22.33
<b>B23</b>	18.49	18.86	19.23	19.61	20.00	20.39	20.79	21.20	21.61	22.03	22.45	22.88	23.32	23.76	24.21
<b>B41</b>	20.13	20.53	20.94	21.35	21.78	22.20	22.64	23.08	23.53	23.98	24.45	24.92	25.39	25.88	26.37
<b>B42</b>	21.99	22.43	22.88	23.33	23.79	24.25	24.73	25.21	25.70	26.20	26.70	27.22	27.74	28.27	28.80
<b>B43</b>	23.24	23.70	24.18	24.65	25.14	25.63	26.14	26.65	27.16	27.69	28.22	28.76	29.32	29.87	30.44

## **Appendix D – DINING SERVICES**

### Dining Services

The University of Maine (“University”) and Teamsters Local #340 (“Teamsters”), (jointly, “the parties”) agree to bid Dining shifts and allow employees to select shifts twice a year (academic year and summer schedules) based on seniority. This will apply only to employees of University of Maine Dining Services. This agreement is a result of a March 31, 2014, focus group between the University and Teamsters to discuss how Dining shifts are assigned. The parties agreed to the following:

- The University Dining Services will identify academic year and summer dining needs and create two separate schedules accordingly. The University will circulate the schedule with anticipated shifts, for employees to review. Academic year schedules will be put out to bid in March or April. Summer schedules will be put out to bid in late April or early May. Employees will have the option to select their desired shift based on seniority. During the pendency of the summer and academic year shifts may vary from year to year depending upon business and operational needs.
- The parties agree schedules might need to be adjusted based on business needs during the summer and/or academic year. The summer schedule is anticipated to be more variable as discussed during the March 31, 2014, focus group, given the variable and sometimes unexpected business and operational needs present during summer months. In the event a schedule change is needed the University will follow Article 18.6b of the Teamsters-UMS contract.
- Appendix D will take effect in May 2014 using the above methodology with monitoring of the impact on employees and the University. The parties agree to meet and discuss the functioning and impact on or about every August to discuss the previous summer and on or about every January to discuss the first half of the academic year. The parties agree to ongoing communication in good faith and may reconvene the focus group or a sub-group at the request of either party.
- The parties agree to meet and discuss application of the foregoing provisions at either parties’ request or before a grievance is filed as it relates to Appendix D.
- The foregoing provisions do not create a practice or precedent for purposes of interpreting and applying the Teamsters-UMS contract.