

Agreement

*between*

University of Maine System

*and*

Associated Faculties

*of the*

Universities of Maine, MEA/NEA

2019 - 2021



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The Agreement between the University of Maine System and Associated Faculties of the Universities of Maine, MEA/NEA, July 2019 – June 2021 can also be found at the University's web site:

<http://www.maine.edu/about-the-system/system-office/human-resources/labor-relations/>

## **Article 1 – Recognition**

The Board of Trustees of the University of Maine System (hereinafter the Board) recognizes the Associated Faculties of the Universities of Maine / Maine Education Association / National Education Association (hereafter the Association) as the sole and exclusive bargaining agent for University of Maine System employees, as defined in the University of Maine System Labor Relations Act, in the faculty bargaining unit (hereafter unit members). Unit members are University of Maine System employees in titles or positions included in the faculty bargaining unit as a result of the Stipulation in Unit Determination Hearings and Memorandum of Understanding dated March 27, 1978; the Certification by the Maine Labor Relations Board on May 11, 1978; and the Unit Determination Report of the Maine Labor Relations Board dated August 4, 1978, as they are amended by Article 13, Responsibilities of Department, Division or other Appropriate Units and Chairpersons; the Memorandum of Understanding dated September 19, 1982.

## **Article 2 – Academic Freedom and Faculty Expression**

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the University. The parties acknowledge and encourage the continuation of an atmosphere of confidence and freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students. Academic freedom is the freedom of Unit members to present and discuss all relevant matters in the classroom, to explore all avenues of scholarship, research and creative expression, and to speak or write without any censorship, threat, restraint, or discipline by the University with regard to the pursuit of truth in the performance of their teaching, research, publishing or service obligation.

Unit members have the right to comment as faculty on matters related to their professional duties, and the functioning of the University, subject to the need for courteous, professional and dignified interaction between all individuals and the parties' shared expectation that all members of the campus community will work to develop and maintain professional relationships that reflect courtesy and mutual respect recognizing a Unit member's responsibility to refrain from interfering with the normal operations of the University and the ability to carry out its mission.

Additionally, Unit members as citizens are entitled to the rights of citizenship in their roles as citizens, including to comment on matters of public concern. Because of their special status in the community, unit members have a responsibility and an obligation to indicate when expressing personal opinions that they are not institutional representatives unless specifically authorized as such.

The University of Maine System is a public institution of higher education committed to excellence in teaching, research, and public service. Together, the students, faculty, and staff form our state wide University community. The quality of life on and about the member Universities is best served by preserving the above described freedoms and civility.

## **Article 3 – Board Association Relations**

- A. The Board of Trustees (hereafter Board) and the Association agree to maintain the academic character of the University of Maine System (hereafter University) as an institution of higher education.
- B. The rights, functions, powers, duties and responsibilities of the Board and its officers and agents, under applicable state law and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents except as modified by this Agreement.
- C. Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of the University so long as such rights are not in conflict with a stated term of this Agreement.
- D. Nothing contained in this Agreement shall be construed to prevent the Board and its officers and agents from meeting with any individual or organization to hear views on any matters. The Board or its officers and agents shall at all times be cognizant of the status of the Association as the sole and exclusive bargaining agent under the University of Maine System Labor Relations Act for unit members. In accordance with Board policy, the Association may express its views at meetings of the Board of Trustees.

## Article 4 – Association Rights

- A. 1. Duly designated staff representatives of the Association shall be permitted on University premises at reasonable hours for the purpose of conducting official Association business. The Association agrees to a reasonable exercise of this privilege which will not interfere with or interrupt the normal operations of the University.
2. One designated grievance chairperson per campus except two (2) at UM, UMA, and USM and, during the term of negotiations, seven (7) designated negotiating team members shall henceforth be granted priority, when necessary, insofar as possible within the campus scheduling procedures, in the selection of times for their assigned teaching schedules and/or other professional responsibilities in order to facilitate the implementation of this Agreement. These Association representatives shall have the responsibility to meet all classes, office hours and other duties and responsibilities. Such representatives shall have the right during times outside of those hours scheduled for such activities to investigate, consult and prepare grievance presentations and attend grievance hearings and meetings or participate in collective bargaining.
3. Upon timely designation by the Association, unit members who are Association representatives shall be granted a total of not more than fifty-eight (58) hours of release time during the period per academic year during the life of the agreement for the purposes of negotiations, grievance handling and implementation of this Agreement. No more than sixteen (16) hours shall be available to unit members from any single campus in any semester. The Association may purchase released time at the applicable overload rate for six (6) additional unit members timely designated for the above described purposes. Such purchased released time shall not exceed a total of eighteen (18) hours per semester, and all released time shall be subject to the above limitations regarding its allocation to campuses.
4. The Association shall inform the University of the name of the individual unit members who are to receive priority scheduling and/or released time far enough in advance so that the scheduling of any semester's classes is not interfered with or otherwise disrupted. Release time notification shall be made no later than May 31 for the following fall semester and no later than October 31 for the following spring semester.
- B. 1. The Association shall be allowed reasonable use of the intra-campus mail system.
2. The Association may request a lockable office for Association use pursuant to existing campus procedures at the University of Maine and the University of Southern Maine. An office shall be provided to the Association if available.
3. The University shall allow at no cost to the association the listing of a campus or other designated phone number for the Association in each campus directory. The Association may, at its cost, have a University phone installed on each campus. All operating charges shall be borne by the Association.
4. The Association shall have access for purposes of Association business to campus meeting rooms through the normal reservation process at each campus. The Association shall pay only the amount required of other campus organizations for this privilege.
5. The Association shall have access to the use of available campus office equipment at reasonable times.
6. The Association shall receive at no cost three (3) campus parking passes, where utilized, to assure ease of compliance with campus traffic regulations while representatives of the Association are on official business.
7. Within the months of February, April, June, August, October and December of each year and at no cost to the Association, the University shall supply the Association with a standardized MEA electronic data file (see below). Once standardized, no changes will be made to the data file during the life of this Agreement.

Collective Bargaining Unit  
Unique ID  
Employee ID  
First and Last Name  
Health Plan Type  
Address (home)  
Gender  
Birth Date  
Education Level  
Step  
Campus

Original Hire Date  
Title  
Department  
Job Code  
Job Entry Date  
Employment Status  
Regular / Temp  
Time Base (full or part-time)  
FTE  
Union Code  
Campus Address

Salary Base  
Coverage  
Country  
Contract Length  
Tenure Status  
Hourly rate

Wage Grade  
Benefit Plan  
Soft Money  
Work Year  
College – where employed

8. The University agrees to provide to AFUM an Excel file containing the best available information regarding the name, course number, course title, number of credits per course and number of student credits for all non-unit members teaching credit bearing courses. Such report shall be provided twice annually by January 31 for Fall semester and by June 30 for Spring semester.
  9. Unless otherwise stated in this Article, the Association shall pay the cost of all materials, supplies and any other normal charge incident to the use of equipment or facilities.
- C. The University shall supply the Association president or that person's designee with all public agendas, minutes and reports of the Board of Trustees in a timely fashion. At any Board of Trustees meeting where the agenda specifies public discussion with the public regarding matters which are subject to collective bargaining with the Association, the Association shall have the opportunity upon request to express its views in accordance with procedures and conditions for public comment which are adopted by the Board.

### **Article 5 – Meet and Discuss**

- A. Upon request of either party, the Chancellor and/or designees of the Chancellor shall during the term of this Agreement meet with a committee appointed by the Association for the purpose of discussing matters necessary to the implementation of this Agreement.
- B. The request for any such meetings shall include a list of the specific matter(s) to be discussed. A copy of any request shall be sent simultaneously to the offices of the Director of Labor Relations and the Association's Higher Education Representative.
- C. If the matters to be discussed are University-wide, appropriate arrangements will be made by the Chancellor's office to schedule the meeting within two (2) weeks of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed eight (8) persons. Likewise, the number of University System representatives shall not exceed eight (8). Six (6) meetings per year, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
- D. If the matters to be discussed are related to a particular campus, the Chancellor's Office will notify the chief administrative officer of that campus who shall make the appropriate arrangements to schedule the meeting within two (2) weeks of receipt of notice in such manner and at such times as the parties mutually agree. The Association Committee shall be of reasonable size and shall not exceed six (6) persons. Likewise, the number of University System representatives shall not exceed six (6). Two (2) meetings per semester per campus, if requested, shall constitute compliance with this section. Additional meetings may be scheduled by mutual consent in the manner described above.
- E. Such meetings shall not be for the purpose of discussing specific grievances, conducting collective bargaining negotiations on any subject, or modifying, adding to or deleting any provision of this Agreement.
- F. Matters of common concern, other than those specified in paragraph A, may be placed on the list of matters to be discussed with the Chancellor by mutual agreement of the Chancellor and the Association.

### **Article 6 – Personnel File, Data and Privacy**

- A. Each campus shall maintain, for official University purposes, one (1) personnel file for each unit member. This file shall be kept under conditions that insure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the unit member, written evaluations and other appropriate materials relating to the unit member's employment.
- B. Unit members shall be sent a copy of all material placed in the file at the same time it is placed in the file. Beginning June 1, 1995, any material or correspondence addressed to a unit member which is to be placed in the file shall be marked cc: Personnel File. Any material or correspondence not addressed to a unit member which is to be placed

in the file shall be sent to the unit member with a notation that such material has been placed in the personnel file. These provisions shall not apply to routine forms, such as Personnel Action Forms, Tuition Waiver Requests, etc. Anonymous, unattributed or inappropriate material shall not be placed in the file. A unit member shall have the right to submit to the file custodian a timely written response to any material placed in the personnel file. This timely written response shall then be filed and attached to the appropriate file material.

- C. Unit members shall have the right to examine their file in the presence of the file's custodian, that individual's designee, or, if those persons are unavailable, an appropriate administrator, during the normal business hours of the office in which the file is kept. Upon written request and the payment of five (5) cents per page of copying, a unit member may obtain copies of any material in the personnel file. Access shall be permitted and copying accomplished during the normal business hours of the office in which the file is kept.
- D. Unit members are encouraged to periodically review their file. It shall be the responsibility of each unit member to annually update the personnel file including: biographical data, information on teaching, research, publications, and University and public service.
- E. A unit member may indicate in writing to the file's custodian those materials which the unit member considers inappropriate to be retained. The materials shall be reviewed by the file's custodian and shall be removed from the file if adequate justification is shown for their removal. For unit members who have a tenured appointment or continuing contract, or who hold the rank of Lecturer and have completed at least six (6) years of service, written reprimands or other formal disciplinary action shall be removed from the unit member's personnel file after three (3) years provided that the unit member has received no additional written reprimands or other formal disciplinary actions.
- F. In a specific personnel action, no use may be made of any material which has not been properly and timely placed in the personnel file with the exception of recommendations by reviewing individuals or bodies which shall be placed in the personnel file as soon as a decision is reached in the specific personnel action.
- G. The file shall be available to authorized committees and individuals responsible for the review and recommendation of a unit member with respect to any personnel actions.
- H. The Association or a duly designated representative shall have access to a unit member's personnel file provided written authorization has been granted by the unit member to the custodian of the files. The Association or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the unit member.
- I. The Association agrees to indemnify and hold the Board harmless from and against any liability for any claim of improper, illegal or unauthorized use by the Association, or a duly designated representative, of information contained in the personnel file.
- J. Unit members will be made aware by the University of any University electronic monitoring of their work space. The University shall have the responsibility to inform unit members of the electronic monitoring process used.
- K. A unit member will have access to all personal data collected for disciplinary purposes, and shall have the right to dispute any of the data. Any unit member may submit a timely written response pertaining to any data that the unit member believes to be inappropriate.
- L. The personal files; including electronic files, maintained by the individual unit member in an office provided by the University will be considered to be the private property of the unit member; and only individuals specifically designated by the unit member shall be allowed access to such files.
- M.
  - 1. The Association and the University mutually agree that files may contain materials to which unit members have privacy and intellectual property rights, to the extent provided in this Agreement, with the benefit, and subject to the provisions, of all applicable State and Federal laws. Files include, without limitations, paper files, electronic files, e-mail, course files, creative works and personal files maintained in a University office or computer network or system, as well as University files maintained in a home office or personal computer or network. The University shall use good faith and customary efforts to safeguard the privacy and intellectual property rights of Unit members in accordance with this Agreement, including without limitation, Article 2, this Article, and any University policies related to information technology, intellectual property, applicable administrative practice letters, and to the extent provided by law. Cooperation between the Association, Unit members and the University is essential for the implementation of these provisions.
  - 2. The Association, Unit members, and the University mutually agree that the University has legitimate needs to

access files and that the University cannot assure privacy. Appropriate purposes to access files include, but are not limited to maintaining student and course records, investigating data breaches, investigating violations of law, responding to public records requests in accordance with Maine law, federal Family Educational Rights and Privacy Act of 1974 requirements, litigation holds, subpoenas, addressing evidence of misconduct and other legal requirements. The University shall not capriciously, unreasonably, or unnecessarily access files that contain information about or are created or maintained by a Unit member. Nothing within this section prevents the University from taking necessary actions to protect its systems and data from malicious or inappropriate files or activity.

3. When the University receives a request under the Maine Freedom of Access law for information related to an individual unit member which is defined as public record under the Act and not otherwise exempt, the request will be handled as set forth below recognizing that there are legal requirements and time obligations associated with a response which may be amended by the Legislature from time to time.
  - a) If the University determines that the requested information is not subject to the Act and will therefore not be provided, there is no requirement to notify the Unit member.
  - b) If the University determined it must provide the information or is reviewing the request to determine whether the information will be provided, the University will make a reasonable effort to notify the Unit member before complying with the request. Notice directly in person or by telephone or e-mail or in writing to the Unit member's last known work or home address is deemed to be reasonable. The notice will include the following statement: "Your Faculty Association (AFUM) strongly urges you to contact us to discuss this matter immediately. You may have certain legal rights and insurance protections that require timely implementation. Contact information is available at [www.afum.org](http://www.afum.org)." The notice will include at least the general nature of the information to be provided.
  - c) Where possible, in the determination of the University, the Unit member will be afforded five business days from the date of the notice to contact the University with questions or concerns regarding the information to be provided.
  - d) The determination of the information to be provided in response to the request is in the sole discretion of the University. However, a Unit member may seek protection from the courts to prevent the disclosure of information.
  - e) If the University determines that the information requested is otherwise exempt and will not be provided, the University will notify the Unit member that it received the request and its denial as it deems reasonable under the circumstances. Notice will be provided as set forth in 3(b) above.
4. When the University receives a third party subpoena specific to an individual Unit member to produce evidence or permit inspection of items or information, the University, unless otherwise directed not to do so by the subpoena, will notify the Unit member as is reasonable under the circumstances. Notice will be provided as set forth in 3(b) above.
5. When the University receives a warrant to provide information or items relating to or personal to an individual Unit member or the Unit member is the subject of the warrant, the University will notify the Unit member within five business days unless under the applicable law notice may not be given or a law enforcement agency or a court directs or requests that the Unit member not be informed. Notice will be provided as set forth in 3(b) above.
6. When an internal investigation is conducted to determine whether an individual Unit member has engaged in misconduct, including but not limited to cases of suspected harassment or discrimination, and the internal investigation requires access to files or information maintained in paper or electronic records about the Unit member, the Unit member will be informed that access to the file or information is being provided to the internal investigator, unless, in the University's discretion, disclosure or notification would be disallowed by State, Federal or local law, statute, rule or regulation regarding privacy, legal rights or confidentiality. This notification will occur in advance of the release of the data, unless doing so could reasonably be concluded to compromise the integrity of the information or the investigation. When advance notice is not provided, the notice will be provided within a reasonable time period depending on the specific concerns about compromise of the information or the investigation. Notice will be provided as set forth in 3(b) above.
7. When the University has another legitimate need to access files, such as investigating data breaches, Family Educational Rights and Privacy act of 1974 requirements, data protection needs or other legal requirements,



the Unit member will be informed that access to the file or information extracted from the file is being provided. This notification will occur in advance of the release of the date, unless doing so could reasonably be concluded to compromise the integrity of the information or the investigation. When advance notice is not provided, the notice will be provided within a reasonable time period depending on the specific concerns about compromise of the information or the investigation. Notice will be provided as set forth in 3(b) above.

8. The parties recognize that responses to requests and circumstances described in sub-sections 3 through 7 above are each governed by various provisions of the law and the decisions of the University regarding how to respond are not discretionary on the part of the University. Therefore, decisions made in response to such requests are not grievable.
9. For the protection of Unit members' information, as well as information belonging to others in the University community, Unit members and the University mutually agree to use good faith efforts to maintain information security in accordance with the policies, standards, practices, laws and regulations referred to in this Article and the other provisions of this Agreement. The University shall provide timely guidance and training to help prevent misuse and inappropriate dissemination of information.
10. Nothing in this Agreement precludes the use by the University or Unit members of de-identified aggregate data for institutional research and measurement.

## **Article 7 – Appointment, Reappointment and Non-Reappointment, and Contract Status**

### **A. Initial Appointments**

1. In filling a University-approved vacancy within a department, division or other appropriate unit, which under the University of Maine System Labor Relations Act would result in bargaining unit status, appropriate candidate(s) chosen from all applicants who meet the established criteria shall be recommended by the department, division or other appropriate unit except that where more than one department, division or other appropriate unit has a legitimate academic interest, a combined committee from the affected departments, divisions or other appropriate units shall make these recommendations. The criteria shall be established in the traditional manner. The recommendation shall be made in compliance with applicable "equal opportunity" and/or "affirmative action" laws, policies and/or procedures.
2. Unit members have a legitimate concern in the selection, retention, and performance of faculty teaching credit bearing courses. To that end, full-time faculty in the department, division, or other appropriate unit shall participate in the selection of teaching faculty, including part-time faculty teaching credit bearing courses in accordance with campus governance procedures.
3. The department, division or other appropriate unit faculty shall submit their recommendation to the chairperson. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final and non-grievable. Prior to rejecting any department, division or other appropriate unit recommendation, the chief administrative officer or his/her designee(s) will meet with the faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.
4. In the event that time constraints do not permit adherence to the above described procedures, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.
5. Upon acceptance by the candidate, the University shall provide a copy of the appointment letter to the Association.
6. Joint Appointments
  - a. Faculty may receive an appointment with funding and / or responsibilities in more than one department, division or other appropriate unit. Such appointments shall be called Joint Appointments.
  - b. Faculty holding joint appointments shall, for the purpose of evaluation, reappointment, tenure and promotion and any other purpose provided for under this Agreement, be reviewed by a single peer committee.

- c. The composition of the peer committee for the unit member in a joint appointment shall reflect the proportion of responsibilities assigned to the unit member in each department, division, or other appropriate unit.
  - d. For the purpose of evaluation, reappointment, promotion, tenure, and any other purpose provided for under this Agreement there shall be a single recommendation from the peer committee. A single set of evaluation criteria and procedures shall be employed.
  - e. The letter of appointment may also specify the mix of workload activities, teaching, research and service that may be performed. The total full-time workload of faculty holding joint appointments shall be comparable to that of a faculty member holding a single appointment.
  - f. Guidelines shall be developed by the departments, divisions or other appropriate units concerning joint appointments and composition of peer committees and provided to the chief academic officer at each university for review and approval pursuant to Article 10 as well as to appropriate administrators, appropriate peer committees, affected unit members and the Association.
7. This section applies only to degree programs at two (or more) campuses that cooperate and each campus issues a degree in the academic program. Approved courses will be listed on all cooperating campuses and degrees shall be awarded from the student's home campus.
- 1. Cooperating departments will be limited to 15% of all degree granting programs, of all degree types separately (Associate's, Baccalaureate, and Master's and Doctorate), at each institution plus any existing cooperating degree programs effective July, 2019. If the number of cooperating departments exceeds the limits listed above, any expansion will require approval through a shared governance process on each campus in coordination with the Chief Academic Officers.
  - 2. Cooperating departments will have unit members teach at least 60% (rounded up to the nearest 5%) of classes with a goal of achieving a minimum of 75% of classes taught by unit members within 5 years of formation of the cooperating departments. Temporary reductions below these numbers will be corrected by the university as soon as possible and within three years.
  - 3. Unit members will have a home institution and they are fully a member of the academic unit on their home campus.
  - 4. Cooperating departments review faculty credentials to teach courses at their university every four years. Additionally, faculty, consisting of unit members, from cooperating departments may submit a letter to the home campus peer evaluation committee and candidate for review during peer review up to and including the tenure evaluation cycle. The peer committee may choose to use any feedback provided in said letter in their review process and if so, the letter shall be included in the candidate's review file.
  - 5. UMS supports communication and takes joint responsibility for success of both the program and unit member, to include sponsorship of travel to support cooperating department meetings.
  - 6. With mutual agreement, cooperating departments and University Administration may agree to transition to stand-alone degree-granting programs.
  - 7. With mutual agreement of the cooperating departments, if a position moves from a cooperating position to a non-cooperating department it will remain on the home campus to which it was appointed.

#### B. Probationary Period

The probationary period is an opportunity for the University to evaluate new unit members.

A probationary unit member shall be entitled to the following:

1. Annual evaluation based upon departmental criteria as described in Article 10, Evaluations: Such evaluation criteria shall be the primary criteria for any recommendations concerning reappointment during the probationary period.
2. A frank appraisal by the chief administrative officer or his or her designee of consideration beyond the control of the department, division or other appropriate unit or of the unit member, which might make reappointment unlikely despite fulfillment of the primary criteria.
3. Credit granted at the time of appointment towards the completion of the probationary period may be used at the discretion of the faculty member.
4. There shall be only one tenure decision by the Board of Trustees.

#### C. Procedure Regarding Reappointment and Non-Reappointment

1. Unit members with fixed length appointments, those holding tenure and/or continuing contract, and those holding the rank of Lecturer or Instructor who have earned just cause status, are not subject to reappointment. Unit members who are subject to reappointment shall automatically be considered for reappointment unless they indicate in writing to the department chairperson or director their intent to resign at the end of the current appointment.
  - a. Fixed length appointments may be extended beyond the initial duration and up to a total of 3 years in cases such as unforeseen circumstances with notification to the Association including the reason for the extension instead of hiring into a renewable appointment as well as the duration of the extension. Evaluation and recommendation by the Peer Committee for extensions shall be obtained in advance; in the event that time constraints do not permit adherence to this procedure, the administration reserves the right to make the necessary appointment. In such event, the administration shall make a reasonable effort to inform the faculty involved and to solicit their advice. Such appointments shall not be for a duration which precludes resort to the above procedures prior to the next academic year.
  - b. Fixed length appointments may be extended beyond a total of 3 years with mutual agreement of the parties.
2. The department chairperson or director shall inform the appropriate peer committee that a faculty member is eligible for consideration for reappointment. Said committees shall be designated by the full-time faculty of the department, division or other appropriate unit and instructed by the University as to their responsibilities at least four weeks prior to the date for submission of the committee's recommendation in the case of first and second year faculty members and at least six (6) weeks prior to the date for submission of the committee's recommendation in the case of faculty members beyond their second year of service. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University. No person to whom a peer committee makes a recommendation shall be a voting member of that peer committee nor shall any person serving on a regular, interim or acting basis in the following capacity: Assistant Dean, Associate Dean, Dean, Assistant Provost, Associate Provost, Provost, Assistant Vice President, Associate Vice President, members of the classified staff and / or students, or Vice President. The functions of administrators attending peer committee meetings shall be to serve as a resource to the committee and/or to acquire discipline based knowledge. Administrators serving as a resource to the committee shall not have voting rights within the peer committee.
3. In its consideration of the faculty member for reappointment, the peer committee shall:
  - a. have access to the faculty member's personnel file, as provided in Article 6, Personnel File; and
  - b. provide the faculty member with an opportunity to meet with and address the committee.
  - c. All reports of the peer committee, both majority and minority (if any) must be signed by all of the members participating in the report. The names of all peer committee members must be listed and any abstentions noted.
4. The peer committee shall then forward its written recommendation regarding reappointment to the faculty member and department chairperson or director at least two (2) months prior to that date for notice of non-reappointment which is appropriate to the faculty member's length of service, as described in Section D of this Article, except that in the case of faculty members in the first year of service, the peer committee shall forward

its recommendations by no later than January 15. Within one (1) week of the receipt of the recommendation by the chairperson or director, the faculty member may prepare a written response to the recommendation. The response, if any, will go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:

- a. in extraordinary circumstances;
- b. to correct factual errors in the material submitted;
- c. to receive outside evaluations solicited during the review process which are received prior to the decision by the chief administrative officer.

In the event of such additional materials, the reappointment consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved. In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.

- d. as provided for in paragraph 5 below.

5. Such administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the reappointment of the faculty member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. Upon conclusion of the administrative levels of review and prior to review by the Chief Administrative Officer, the unit member shall have an opportunity to submit a response to these recommendations. The unit member shall be accorded five (5) working days from receipt of the penultimate level recommendation to submit his/her statement. The statement submitted by the unit member shall become part of the official material reviewed by the Chief Administrative Officer. The unit member shall not grieve a negative recommendation until formally notified of the decision by the chief administrative officer. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.
6. The decision as to whether the faculty member shall be reappointed shall rest with the chief administrative officer. The chief administrative officer shall inform the faculty member of his or her decision and shall promptly supply written reasons upon the request of the faculty member.

#### D. Notice of Reappointment or Non-Reappointment

Unit members with probationary appointments shall receive written notice of reappointment or non-reappointment on the following schedule:

1. Not later than March 31 of the first academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
2. Not later than January 15 of the second academic year of University service in a probationary appointment, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
3. Not later than June 30 of the year prior to the expiration of an appointment after two (2) or more years of University service in a probationary appointment; or, if such an appointment terminates during an academic year, a minimum of one (1) year.
4. Unit members holding appointments as Lecturers shall receive notice of non-reappointment not later than March 31.
5. Instructors or Lecturers who are discontinued for bona fide program or financial reasons shall be notified of the decision no later than October 31 or March 31 of the semester in which notice is given. Unit members receiving notice of discontinuance shall fulfill their professional responsibilities for the remainder of the semester in which they are given notice and shall thereafter receive the following total compensation:

<u>Years of Completed Service</u>	<u>Pay</u>
six (6) completed:	two (2) months
ten (10) completed:	four (4) months
sixteen (16) completed:	six (6) months

6. A chart depicting the notification dates is contained in Appendix H.

E. Information to be provided to unit members

A unit member shall receive a legible copy of his/her Personnel Action Form (P-10) or its equivalent, showing the current terms of appointment contained in the payroll-personnel system at the time of appointment and as changes occur therein. The unit member shall also be promptly supplied with current information regarding:

1. A concise statement including general expectations for the unit member in the areas of teaching, research and public and University service consistent with Article 11, Workload;
2. Any special terms and conditions of employment;
3. The existing evaluation criteria and procedures applicable to the department, division or other appropriate unit;
4. The promotion, reappointment, tenure and continuing contract criteria and procedures applicable to the department, division or other appropriate unit;
5. Any department, division or other appropriate unit, college or campus mission statements; and
6. A copy of this Agreement.

F. Contract Status

1. Unit members shall be placed in one of the following categories:
  - a. "Probationary Appointment" shall mean an appointment without tenure or continuing contract. A faculty member having a probationary appointment shall be reappointed or non-reappointed as provided for in this Article. Unit members who hold probationary appointments are eligible for tenure or continuing contract status.

Probationary appointees may be removed subject to the provisions of Article 17, Retrenchment and/or Article 16, Termination; or they may leave employment by resignation or retirement.

- b. "Tenured Appointment" shall mean the right of a unit member to continued employment without removal except as provided for in Article 16, Termination, or Article 17, Retrenchment; or by resignation or retirement.
  - c. "Continuing Contract" shall mean the right of a unit member to continued employment without removal except as provided for in Article 16, Termination, or Article 17, Retrenchment; or by resignation or retirement.
  - d. "Soft-Money" appointments shall mean appointments which are the result of external funding from agencies, institutes or organizations over which the University has no financial control and which are so identified at the time of appointment. Unit members who hold a soft-money appointment may be eligible for tenure or continuing contract status. A unit member with tenure or continuing contract will not be considered to hold a soft-money appointment if the unit member's salary is temporarily funded by soft money.

A unit member who holds a "soft-money" appointment shall have no right, expectancy or interest in any reappointment beyond the length of the funding. The University may assume funding to retain a unit member in a soft-money position for an interim period of time not to exceed one (1) year. In this case the appointment will continue to be designated a soft-money appointment.

- e. Appointment in the category of "Lecturer" shall be in accordance with the provisions of Article 8, Section G of this Agreement.
  - f. "Fixed Length Appointments" shall be appointments for a specified duration and shall not ordinarily exceed three (3) years. Fixed-length appointments may be used in situations such as: approved leaves, replacement of unit members serving in administrative positions, position vacancies, experimental programs, or unanticipated enrollments. Letters of appointment and position announcements shall give the specified duration of the fixed length appointment and state that the position is not eligible for reappointment. Fixed length appointments beyond three (3) years shall be with mutual agreement of the parties. A unit member who holds a fixed length appointment shall not be eligible for tenure or continuing contract status. A fixed length appointment will be given to any person who is not eligible for appointment in any of the preceding categories, who is appointed in a unit title on a full time basis for a single period of more than six (6)

consecutive months, or in the case of a renewal of a prior full time appointment in a unit title at the same campus of less than six (6) months, where the total period of continuous full-time service in the unit title will exceed six (6) months. Fixed length appointments will not be utilized to circumvent those provisions of Article 9 of this Agreement pertaining to consideration for tenure or continuing contract. Time spent at the University of Maine System in a fixed length appointment may be credited toward a required probationary period by mutual agreement. Other terms and conditions of employment shall be established by mutual agreement at the time of appointment to any subsequent position. The Association shall be provided with a list of unit members with fixed length appointments upon execution of this Agreement and shall be promptly notified of all renewals of fixed length appointments.

2. Explanatory Provisions:

a. Length of Probationary Period:

- (i) For those unit members eligible for tenure, the total period of full-time service prior to consideration for tenure will not exceed six (6) years. Probationary Faculty Members who have been approved for a probationary period extension as described in Article 9.B.3 will have the length of their probationary period adjusted accordingly.
- (ii) For those unit members eligible for continuing contract status, the total period of full-time service with CE rank prior to consideration for continuing contract status will not exceed six (6) years.
- (iii) For purposes of defining University service relative to sections D and F.2.a of this Article, any person hereinafter initially employed subsequent to November 30 of any academic or fiscal year, except as provided in Article 11, Section A.2, shall not receive service credit for that academic or fiscal year unless mutually agreed upon in writing at the time of the initial probationary appointment.

b. Assignment of Contract Status:

- (i) "Continuing Contract" as referred to in this Agreement shall be reserved for unit members employed by the University of Maine Cooperative Extension.
- (ii) All non-CE unit members who presently hold a continuing contract with the academic rank of Instructor or higher shall be treated for purposes of this Agreement in the same manner as unit members holding tenure.

c. Unit members who hold a "soft-money" appointment shall have priority consideration in any probationary openings in their department, division or other appropriate unit, for which they are qualified, provided however, that Equal Employment Opportunity and/or Affirmative Action procedures and/or policies appropriate and applicable to the probationary opening were followed by the department, division or other appropriate unit at the time of initial "soft-money" appointment. Time spent at the University of Maine System in a "soft-money" appointment may be credited toward the required probationary period.

G. Unit members who intend to resign or retire must provide written notice to the University no less than ninety (90) days prior to the date of resignation or retirement.

## **Article 8 – Academic Ranks**

- A. There shall be the following academic ranks: 1. Lecturer, 2. Instructor, 3. Assistant Professor, 4. Associate Professor, 5. Professor.
- B. There shall be the following extension ranks: 1. Extension Instructor, 2. Assistant Extension Professor, 3. Associate Extension Professor, 4. Extension Professor.
- C. There shall be the following research ranks: 1. Assistant Research Professor, 2. Associate Research Professor, 3. Research Professor.
- D. There shall be the following clinical ranks: 1. Clinical Assistant Faculty, 2. Clinical Associate Faculty, 3. Clinical Senior Faculty.
- E. Unit members shall hold the ranks listed in Sections A through C of this Article except for those unit members who prior to January 1, 1985 did not hold such ranks. The criteria for and the utilization of academic ranks, extension

ranks, and research ranks shall be in conformity with existing Board of Trustees policy except as otherwise modified by or changed in accordance with this Agreement.

1. Persons holding special or research academic ranks shall not be eligible for tenure. Service in a special or research academic rank shall not count toward fulfillment of the probationary period for tenure, unless mutually agreed upon at the time of appointment to a probationary rank.
  2. After six (6) years of service, non-reappointment of a unit member holding a "special" or "research" academic rank shall be for just cause. These positions may be discontinued for lack of funding.
  3. Article 11, Section A and B of the collective bargaining agreement shall not be applicable to unit members holding "research" academic ranks. The work year for such unit members shall be a period specified by the University which shall not be changed arbitrarily.
- F. Unit members with "soft-money" appointments shall hold academic, extension or research ranks in conformity with Article 7, Section F.1.d, Appointment, Reappointment and Non-Reappointment and Contract Status.
- G. Use of the ranks "Lecturer" and "Instructor" shall be governed as follows:
1. Service in the rank of Lecturer shall not count toward fulfilling the probationary period for tenure.
  2. Lecturers shall be appointed initially for a period not to exceed two (2) years.
  3. Lecturers may be reappointed for periods not to exceed four (4) years.
  4. After six (6) years of service, termination of employment shall be for just cause or discontinuance shall be for bona fide financial or program reasons.
  5. Incumbent unit members holding the rank of "Lecturer" or "Instructor" as of August 15, 2010 shall not be impacted by the change made in 8 below. .
  6. Procedure regarding reappointment and non-reappointment of unit members who are Lecturers shall be consistent with Article 7.C of this Agreement.
  7. Unit members who hold ranks above the Instructor level shall not be redesignated Lecturer or Instructor under this section.
  8. Persons appointed as Instructors on or after August 16, 2010 shall be designated tenure track and shall receive probationary appointments.
  9. In the case of unit members who are coaches or otherwise involved in inter-collegiate athletics, any violation of policies or regulations governing or associated with inter-collegiate athletics may constitute just cause for termination.
- H. Use of the Clinical ranks shall be governed as follows:
1. Clinical ranks shall be subject to the same terms of appointment as lecturers except as otherwise stated in this section. Clinical ranks shall not be eligible for tenure.
  2. Clinical faculty shall be eligible for promotion and the procedures shall be the same as those contained in Article 9. The minimum amount for clinical faculty promotions is 3% based on the current salary at the effective date of the promotion. Clinical faculty are not eligible for longevity increases.
  3. Clinical faculty shall be available for use in nursing and any other health related discipline such as dental hygiene, physical therapy, and audiology.
  4. Clinical faculty shall not represent greater than 25% of the tenure stream faculty in that discipline system-wide without mutual agreement of the parties. Unanticipated Departmental needs and changes in tenure stream headcount (resignation, non-reappointment, retirement) shall not force a reduction in the number of clinical faculty.
- I. Nothing in this Agreement shall be construed as conferring tenure status on any unit member.

## **Article 9 – Promotion and Tenure and Continuing Contract Procedures**

- A. Promotion, tenure and continuing contract recommendations by the faculty of the department, division or other appropriate unit shall be in accord with the criteria established in Article 10, Evaluations, and consistent with the applicable sections of Article 8, Academic Ranks.
- B. 1. Unit members shall be considered for tenure or continuing contract in their sixth year of service unless they indicate in writing to the chairperson, dean or director their intent to resign at the end of their current appointment.
2. Unit members who wish to be considered for tenure or promotion shall submit requests in writing to the chairperson, dean or director as early as possible but by no later than September 15.
3. a. In instances of child birth, child rearing, adoption, or any FMLA related event which requires a full time absence from work for greater than 6 weeks, a probationary Faculty Member may, by written notification to the appropriate administrator, initiate a one (1) year extension of the probationary period. Such notification shall be submitted to the appropriate administrator and the Faculty Member's peer committee on or before the first day of the academic year in which the extension will apply. The academic administrator shall acknowledge receipt of the notification in writing.
- b. In instances involving other exceptional life circumstances, a probationary faculty member may request a one-year extension of the probationary period. Such requests will be submitted in writing to the appropriate academic administrator on or before the first day of the academic year for which the request is being made. The academic administrator will review the request and notify the faculty member in writing of approval or denial no later than September 15 of the academic year in which the request is received. A copy of the Faculty Member's notification of any approved extension will be sent to the Faculty Member's peer committee.
- c. The probationary Faculty Member may initiate an extension of the probationary period for a full year even if he/she has not taken a leave of absence. The probationary period may be extended more than once during the probationary period. The total of all extensions under 3.a and 3.b may not exceed two (2) years.
- d. Faculty members who receive an extension of the probationary period have the option of reverting to the original tenure timeline (or to revert to a one-year extension if there have been two years of extension). The faculty member wishing to revert to the original tenure timeline should inform his/her peer committee before submitting reappointment material in the spring prior to when they intend to apply for tenure. The faculty member should indicate his/her intention to revert to the original timeline (or to revert from two-years to one-year extension) in a memo to his/her peer committee chair with copies to the department chair. When the faculty member's promotion and tenure application is reviewed, it will not be considered an "early" application.
- C. 1. The department, division or other appropriate unit chairperson, or director or dean shall inform the appropriate peer committee that a unit member has applied or is eligible for consideration for tenure, continuing contract or promotion. Said committees shall be designated by the department, division or other appropriate unit and instructed by the University as to their responsibilities by September 25. Failure of the peer committee to comply with its responsibilities under this Article shall not constitute the basis for a grievance where such instructions have been timely provided by the University.
2. Each University, in accordance to its appropriate governance procedures, shall provide a written description of persons who are eligible to serve on a peer review committee and the procedures whereby members of peer committees are appointed. This report shall be submitted no later than June 30, 2003.
3. In its consideration of the unit member for tenure, continuing contract or promotion, the peer committee shall:
- a. have access to the unit member's personnel file, as provided in Article 6, Personnel File, and
- b. provide the unit member, by written notice, with an opportunity to meet with and address the committee.
4. The peer committee shall forward its recommendation regarding tenure, continuing contract or promotion to the department, division or other appropriate unit chairperson or director or dean and the unit member by no later than November 10. Peer recommendations both majority and minority (if any) must be signed by all of the peer committee members participating in the recommendation. The names of all peer committee members must be listed and a tally of the vote including any abstentions must be recorded.



5. Within one week of receipt of the peer recommendation by the chairperson, director or dean, the unit member may prepare a written response to the recommendation. The response, if any, shall go forward with the recommendation. There shall be no further opportunity to submit materials for the review process except:
  - a. in extraordinary circumstances;
  - b. to correct factual errors in the material submitted;
  - c. to receive outside evaluations solicited during the review process which are received prior to the decision or recommendation by the chief administrative officer. In the event of receipt of such additional materials, the promotion, tenure or continuing contract consideration shall be remanded to the peer committee for reconsideration except by mutual agreement of the University and unit member involved.  
  
In such event, appropriate revisions will be made to any deadlines for peer committee and/or University actions described in this Article and/or Article 7. The unit member will be informed in writing of the new deadlines. An effort will be made to adhere to the notice requirements of Article 7, Section D.
  - d. As provided for in paragraph 6 below.
6. Such committees and administrative officers as the University deems appropriate shall make recommendations to the chief administrative officer regarding the promotion of and/or granting of tenure or continuing contract to the unit member. Such recommendations will be communicated in writing to the unit member at the same time they are forwarded. Upon conclusion of the administrative levels of review and prior to review by the Chief Administrative Officer, the unit member shall have an opportunity to submit a response to these recommendations. The unit member shall be accorded five (5) working days from receipt of the penultimate level recommendation to submit his/her statement. The statement submitted by the unit member shall become part of the official material reviewed by the Chief Administrative Officer. The unit member shall not grieve a negative recommendation until formally notified of the decision by the chief administrative officer or Board of Trustees. The grievance, if any, shall be filed at the administrative level where the first negative recommendation was made.
7. The chief administrative officer shall inform the unit member of his/her decision or recommendation when it is transmitted and no later than February 28.
8. The decision as to whether to promote or grant tenure or continuing contract to a unit member shall rest with the Board of Trustees, or where designated, the chief administrative officer.

## **Article 10 – Evaluations**

### **A. Statement of Purpose:**

The evaluation of professional activities in a public institution of higher education is essential to the improvement of professional performance and to provide the basis for personnel recommendations by the department, division or other appropriate unit.

### **B. Procedure for the Development of Evaluation Criteria:**

1. Recognizing that the mission of the University is teaching, research and public service, each department, division or other appropriate unit shall in developing evaluation criteria include (but not be limited to) the following as appropriate, which are listed in alphabetical order:
  - a. Course and curricular development
  - b. Creative works in discipline
  - c. Departmental, college, campus and University assignments and service
  - d. Instruction
  - e. Professional activities
  - f. Public service in discipline
  - g. Publications and papers
  - h. Research
  - i. Scholarly writing
  - j. Student advising.

2. The parties agree that student input is essential in the improvement of instruction and shall be considered during evaluation. Further, student input is a meaningful part of evaluation. Consequently, Unit members shall conduct student evaluations in each course taught. A department, division or other appropriate unit may develop or revise a standard student evaluation form and procedure. Student evaluation forms and procedures shall be developed, revised and approved in accordance with paragraph B (3) of this Article, except that the Association shall develop a default student evaluation form and procedures for assessment of online and interactive television (ITV) courses. The form shall be administered in an online format. In developing the form and procedures, the Association shall solicit comments from and work with faculty, and shall submit the form and procedures for approval by the Vice Chancellor for Academic Affairs in accordance with the process outlined in paragraph B(3) of this Article. Said default form and procedures shall be used for online and ITV courses starting with the first semester beginning at least ninety (90) days after said approval, and thereafter, unless an alternative is developed for online courses by the department, division or other appropriate unit. The procedure for developing this default form shall not constitute a practice or precedent for any other process carried out by departments, divisions or other appropriate units. Student evaluations shall be part of a Unit member's personnel file as follows:

- a. Student evaluation forms which contain a series of questions each of which is confined to a limited aspect of the unit member's teaching performance shall be included in the personnel file whether such forms include a rating scale consisting of a discrete number of points such as a numerical scale, or require a series of short narrative answers. When a summary of such student evaluations is prepared by the University, the summary may be placed in the personnel file in lieu of the individual evaluation forms provided the unit member has been given an opportunity to verify the summary. Such student evaluations or summaries, if unsigned, shall not constitute anonymous materials under Article 6, Personnel File.
- b. Student evaluations shall only be conducted during the last two weeks of classes for a course unless by mutual agreement of the faculty member and administration. Under no circumstances shall evaluations be accepted after grades are reported.
- c. Student evaluation forms which consist of a broad solicitation, without limit or direction, to evaluate the unit member's teaching performance, including such portions of student evaluation forms otherwise described in subparagraph a. above, shall be placed in the personnel file when signed by the student who has conducted the evaluation.
- d. Unsolicited student commentaries regarding a unit member's teaching performance which are contained on the evaluation form may be included in the personnel file if signed by the student and, by mutual consent, may be included even if unsigned.
- e. Student evaluations shall not be made available to unit members until final grades for the course evaluated are received by the registrar. The results shall be made available to the unit member as soon as they are obtained by the department or division.
- f. The University shall make available to unit members as promptly as possible the student evaluation forms or summaries, as appropriate, provided the conditions specified in sub-paragraph d. above have also been met. Consideration of the reappointment of a unit member shall not be withheld or prejudiced by administrative delay in the secure return of student evaluation forms or summaries.
- g. Individuals who review the results of student evaluations are cautioned not to place undue emphasis on any single measure of performance and to be sensitive to the limitations of the statistical analysis of ordinal data. When either fewer than 10 students respond or the response rate is less than 60% the following language shall appear on the response survey. "Care should be used in evaluating teaching effectiveness utilizing these results when fewer than 10 students respond or the response rate is less than 60% for an individual class."

The parties affirm that it is a mutual interest to increase student response rates and that those using the materials should be aware of and factor into their review when response rates are low.

- h. UMS will develop training and/or resources regarding the proper use and interpretation of student evaluation data. Such training and resources will be reviewed with AFUM for input.
- i. Teaching evaluation results are confidential until such time as they are officially placed in the personnel file. In no case shall any administrator or peer see any unattributed comments unless they have been placed in the personnel file and accessed appropriately.

Non-administrative staff responsible for organizing the results and breaking out of the signed and unsigned comments shall be trained on the confidential nature of the evaluations. These personnel shall not be students.

3. For the purpose of evaluating peers, the full-time faculty of each department, division or other appropriate unit shall develop evaluation criteria, select members, and designate appropriate peer review committee structures. A full-time faculty member shall have a peer review committee made up of full-time faculty.
  - a. Each department, division or other appropriate unit shall submit their evaluation forms, procedures and criteria to the department, division or other appropriate unit chairperson or director for transmittal to the chief administrative officer or his/her designee at least 45 days prior to May 1<sup>st</sup> of any given academic year. Recommended criteria for promotion to the rank of full professor shall contain information on when the revised criteria would apply to candidates for promotion to the rank of full professor. In no case shall a candidate for promotion to full professor have less than two years notice of a change in the criteria.
  - b. The chief administrative officer or his/her designee shall respond in writing (within 45 calendar days) to the department, division or other appropriate unit stating his/her approval or rejection of the relevant criteria.
  - c. If the chief administrative officer or his/her designee approves the evaluation criteria, he/she will see that it is duplicated and distributed to appropriate unit members and shall forward a copy to the Association president or his/her designee.
  - d. If the chief administrative officer or his/her designee rejects the evaluation criteria he/she shall submit in writing his/her specific objections and his/her recommendations to the department, division or other appropriate unit. The chief administrative officer or his/her designee shall then meet with the department, division or other appropriate unit to resolve the issues. If within twenty-one (21) calendar days the issues have not been resolved to the mutual satisfaction of both parties, they will be submitted to a panel consisting of three (3) unit members elected by the department, division or other appropriate unit and three (3) administrators appointed by the chief administrative officer or his/her designee. The findings of a majority of the panel shall be binding on both parties.
  - e. The evaluation criteria so developed shall be the sole criteria relating to professional performance used in personnel recommendations except as otherwise provided in this Agreement. The parties acknowledge that individuals evaluating performance in accordance with said criteria may differ in their conclusions based on academic judgment. Where institutional circumstances may prevent reappointment, promotion or tenure the requirements of Articles 7.B.2 and 17 shall be observed. Evaluation criteria and student evaluation forms and procedures which are approved pursuant to this Article shall remain in force until such time as revisions have been developed and approved pursuant to this Article. Approved revisions shall be effective as of the commencement of the next academic or fiscal year. Review of the evaluation criteria, forms and procedures by the department, division or other appropriate unit and submission for approval in accordance with the procedures described in this Article shall occur whenever such review is considered appropriate by the department, division or other appropriate unit or the chief administrative officer or his/her designee.
  - f. For unit members who are serving in probationary appointments at the time the standards and criteria for tenure are changed pursuant to 10A-E above the following shall apply:
    1. Individuals in the third year of probationary service may elect to be reviewed either under the newly established standards or those standards in place at the date of their initial appointment as a probationary faculty member.
    2. Individuals serving in the fourth year of probationary service and above shall be evaluated for tenure based upon the standards and criteria in place at the time of their initial probationary appointment.
    3. Individuals serving in the first or second year of probation shall be evaluated under the newly established standards for tenure.
  - g. Effective with the 2007-2008 academic year, to avoid confusion and misunderstanding, the standards and criteria for tenure to be employed during any review shall be stapled to the candidate's dossier and become part of the overall evaluation packet that moves through subsequent levels of review.

### C. Evaluation Procedure:

1. Each department, division or other appropriate unit shall conduct annual evaluations of each unit member except: a) those unit members whose service will cease at the end of the current academic or fiscal year need not be evaluated; and b) any unit member having the rank of Professor with tenure and any unit member having the rank of Extension Educator with continuing contract shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. Any unit member having the rank of Associate Professor with tenure, any unit member having the rank of Associate Extension Educator with continuing contract and any Lecturer or Instructor with over six (6) years of continuous service in the same department, division or other appropriate unit shall be evaluated by the department, division or other appropriate unit every four (4) years, or more frequently upon written request of the unit member. c) Evaluations shall be scheduled to insure that promotion, tenure, continuing contract status, and reappointment schedules and/or deadlines will be met. At the written request of an appropriate administrator, the peer committee shall determine whether to conduct peer evaluations on a more frequent basis than provided for above. Under normal circumstances, a faculty member will be evaluated only once during an academic year. In the event a second evaluation takes place within the same academic year, the faculty member may add items to their previous documentation.
2. The peer committee may request from the unit member supporting documents, or other information pertaining to the assignments of the unit member.
3. Upon request of the unit member, the chairman of the peer committee or the appropriate peer committee of each department, division or other appropriate unit, shall meet with each individual unit member being evaluated for frank discussions of that person's professional performance.
4. The peer committee shall prepare a written evaluation. For one (1) week prior to placing the evaluation in the unit member's official personnel file, the unit member shall have the opportunity to supply written comments which, if provided, will be attached to the peer committee's evaluation. All evaluation reports of the peer committee, both majority and minority (if any) must be signed by all of the members of the committee. The names of all peer committee members must be listed and any abstentions noted.
5. The evaluation, with response, if any, shall be placed in the unit member's personnel file by the custodian of the file.
6. Peer and administrative reviews of electronic courses, discussions, and files shall follow department, or unit protocols established for evaluating instruction. Archived materials may not be used for evaluating instruction except in accordance with established department, division, or unit procedures, or with the faculty member's consent. Archived material is information on course content that has been stored beyond the duration of the course.

### D. Evaluation of Part-time Faculty:

1. Unit members will evaluate the qualifications and credentials of new part-time faculty upon hire. If this evaluation cannot be completed before the hire it must be done by the end of the part-time faculty member's first semester of employment.
2. Unit members will evaluate part time faculty within appropriate discipline areas.

### E. A joint AFUM / UMS sub-committee shall be established dedicated to taking a comprehensive look at the current student evaluation instruments and their use within UMS. Until such time as any recommendations made by this committee are accepted by the parties, the current student evaluation system shall remain in place. The committee shall be composed of four (4) representatives from AFUM and four (4) representatives from UMS.

The committee's recommendations shall be due one (1) year from the execution date of this Agreement.

### F. A joint committee shall be formed to review issues concerning faculty not found satisfactory in Post Tenure Review.

## **Article 11 – Workload**

- A. 1. The work year for unit members on fiscal year appointments, except for such unit members in the Department of Physical Education and Athletics at the University of Maine, shall be from July 1 through June 30 inclusive of annual leave and holidays as provided in Article 19, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.

2. The work year for unit members on fiscal year appointments in the Department of Physical Education and Athletics at the University of Maine shall be twelve (12) consecutive months inclusive of annual leave and holidays as provided in Article 19, Leaves. Except for such period of annual leave and holidays, unit members shall be available for assignment to professional activities.
- B. The work year for unit members on academic year appointments shall be from September 1 through May 31. An exception to this may be made in the form of a letter of agreement for any year in which the academic year starts, on the first or second day of the month of September. The work year shall include a teaching workload of two semesters and other professional and University activities and responsibilities.

Student orientations are especially important university activities that are best accomplished with faculty participation. Because student orientations are crucial to attracting and retaining students, and because orientations necessarily occur before September 1, faculty are urged to plan on participating voluntarily in this important university activity.

- C. The work year for unit members on 10.5-month appointments shall be either from September 1 through July 15 or from July 15 through May 31. An exception to this may be made in the form of a letter of agreement for any year in which the academic year starts on the first or second day of the month of September. The work year shall include a teaching workload and other professional and University activities and responsibilities.

Student orientations are especially important university activities that are best accomplished with faculty participation. Because student orientations are crucial to attracting and retaining students, and because orientations necessarily occur before September 1, faculty are urged to plan on participating voluntarily in this important university activity.

- D. 1. The workload of unit members shall consist of teaching, research, University, and public service. The mix of teaching, research, University, and public service responsibilities varies among campuses, colleges, divisions, departments, and unit members. Teaching includes but is not limited to course design, evaluation, content, delivery and assessment of student learning.
2. The major basis for determining the composition of a unit member's workload shall be department, division or other appropriate unit responsibilities and needs, college needs, individual competencies and the past workload of an individual unit member.
3. There shall be no unreasonable change in practices relating to the scheduling of class times during the term of this Agreement.
- a. Individual workload assignments including ITV/distance shall be made by the department, division or other appropriate unit chairperson or director in consultation with the individual unit member and the department, division or other appropriate unit subject to the approval of the chief administrative officer or his or her designee and shall be reasonable. There shall be no unreasonable increase or decrease in an individual's total workload during the term of this Agreement.
  - b. If part of a unit member's normal teaching workload is canceled, every attempt shall be made to assign the unit member to another course he or she is prepared to teach. The department chair or other appropriate administrator shall consult with the unit member prior to the determining of a substitute assignment in the event of the cancellation of a previously scheduled in-load class. In so consulting, the appropriate administrator shall attempt to accommodate the unit member's preferences with respect to the substitute assignment.
  - c. If team teaching is approved by a Dean/appropriate academic administrator, the unit members and appropriate academic administrator will meet prior to the commencement of the course to resolve pay issues on a case by case basis, and/or to adjust unit members' workloads.
  - d. Unit members who are teaching full course loads who engage in properly pre-approved individualized instruction and/or independent study and/or directed study (hereinafter referred to as "independent study") shall be paid at least five percent (5%) of the appropriate overload rate per student for such work. Independent study is not intended to replace regularly scheduled classes or cancelled classes.

If the Administration and Faculty members agree to pay more for such work, the Union and University Human Resources Department shall be notified and approve of the terms of such agreements.

4. Unit members will not normally be required to teach at an outreach center without their consent. Consideration in assignments to outreach programs shall include such factors as terms contained in letters of appointment, academic program needs and financial considerations. The University shall exercise reasonable effort to assure equitable distribution of outreach assignments.
  5. Class assignments for unit members teaching at more than one (1) geographic location shall be scheduled in such a way as to allow adequate travel time between classes. Such class assignments will be made in a reasonable fashion to avoid repeated trips between geographic locations during a day. Unit members teaching at more than one (1) geographic location shall be provided access to a private meeting location (office, conference room, etc.) where they may meet with colleagues or students. Unit members will also be provided typical office support services (copiers, scanning devices, internet access, telephone, etc.). The private meeting location may be shared by multiple faculty.
  6. Unit members on academic year appointments who are granted released time from any portion of their regular teaching workload will be eligible for overload offerings only with the approval of the chief academic officer or that person's designee.
- E. Unit members shall be entitled to at least ten (10) hours off time between the completion of assigned work on one day and the commencement of assigned work on the subsequent day. If a unit member's assigned work goes beyond ten p.m., the unit member shall not be required to perform assigned work earlier than ten a.m. the following day.
- F. Upon reasonable request, the University shall supply necessary data regarding unit members' workloads to the Association for use in such studies of workload which the Association may conduct.
- G. Any course which bears credits that apply to a degree shall be located within a division, department or other appropriate academic unit. In no case shall the division, department or other appropriate academic unit have less than one unit member assigned to it.
- H. Voluntary Workload Adjustment

The University and AFUM recognize the importance of encouraging and supporting faculty service and research along with meeting student needs during the academic year and summer term and agree to a 4 year pilot.

On a voluntary basis and with the approval of the department head and/or Dean, a faculty member may be allowed to substitute a summer teaching assignment(s) for a fall or spring teaching obligation. Such adjustment will only apply to teaching workload and is not to be used in the event a regularly scheduled class is canceled.

Application from faculty proposing to shift teaching workload will be submitted to unit member faculty / peer committee in the appropriate department, division, or other appropriate academic unit for recommendation prior to February 10 for shifting a class out of the following Fall and October 1 for classes shifting out of the following spring. Department, division, or other appropriate academic unit's recommendations will be provided to the appropriate academic administrator for review and action.

This exchange will be considered as in-load and will not be eligible for extra compensation (overload or additional base salary adjustment).

If a summer course is scheduled based on mutual agreement but is subsequently canceled for low enrollment the University may reassign the faculty member to another, available course for which they are qualified to teach or alternate assignment during the same academic term so long as 2 weeks' notice is provided. Should such reassignment not be available the faculty member will be considered as having met their obligation and there will be no carry-over of this adjusted workload into the academic year or other summer sessions.

Such voluntary changes are understood to be in the best interests of the University and the faculty member, and therefore, annual records and merit and other evaluations will be adapted to take into account such flexible scheduling.

#### I. Early College

- 1) The faculty role in the oversight of early college programs shall include, but is not limited to:
  - approval, supervision, and oversight of all co-operating teachers,

- course content and curricular matters
- evaluation of co-operating teachers,
- assessment methodology for early college students, including necessary grading oversight/post audits
- site visit(s) – mileage will be paid per the provisions of Article 23
- discipline specific input into and participation in professional development to further enhance course content and delivery knowledge of co-operating teachers
- education of co-operating teachers on program policies, procedures and any necessary oversight to check for compliance.

The degree to which any of these or other necessary responsibilities and oversight occur are largely dependent on the faculty department, division, or other appropriate academic unit and academic administration goals and objectives. As such these may necessarily vary by co-operating teacher and academic program.

AFUM unit faculty shall have the right of first refusal to early college assignments. AFUM unit faculty will supervise and provide oversight to any non-unit faculty providing early college supervision. Departments will recommend those faculty to be involved in early college and the number of supervisions. Such recommendations shall be provided to the chief administrative officer who may either approve or modify the recommendation for a compelling reason(s).

- 2) Consistent with the need to have qualified and appropriately credentialed individuals teaching early college courses, the faculty, consisting of AFUM unit members, in the appropriate department, division, or other appropriate academic unit shall follow the provisions of Article 7 in the review and selection of EC co-operating instructors.

Typically, the review and selection of co-operating teachers will take place prior to the end of the UMS semester preceding the start of the UMS semester they are scheduled to teach (end of fall for spring, end of spring for fall). Each Department, Division, or other appropriate academic unit shall develop the process to be used in the event of a review outside of the typical timeframe. Should review outside of the typical timeframe become more routine, the University will work with the cooperating school to reinforce the timely selection of co-operating teachers.

Faculty who perform supervision of EC course(s), excluding review and approval of co-operating instructors or participation in occasional education of co-operating teachers, shall be provided a stipend for such work. Typically faculty will not be assigned greater than 6 early college sections with a maximum of 30 students per section for supervision each year. Any assignment for early college work will be reviewed and approved by the appropriate campus academic administrator prior to performing any such duties. The minimum stipend shall be ½ credit hour at the assistant professor overload rate (currently \$587) per EC course. With mutual agreement of the faculty member and appropriate academic administrator course release may be granted instead of a stipend for early college program work.

UMS recognizes the potential workload impact in the appropriate academic unit in providing supervision to non-unit members engaged in early college oversight/supervision. If such workload becomes unreasonable UMS and AFUM will meet to negotiate over the impact.

## **Article 12 – Distance Education**

- A. Unit members will not be required to teach in ITV programs except when consistent with terms contained in letters of appointment. Videotapes of ITV program offerings shall conform to use policies established by the unit member and shall not be routinely kept by the University except for examination review, for make-up of student absences or for the unit member's self-study purposes. Videotapes shall not be used for evaluation purposes except where permitted by department or division evaluation procedure. Scheduling of ITV obligations shall conform with the other provisions of this Article. The University agrees not to retransmit by electronic means the work product of a unit member without the written consent of the unit member or his/her authorized representative and with any additional compensation as determined by mutual agreement. The use of videotapes

as an ADA accommodation will be determined by the campus ADA officer in consultation with the faculty member.

- B. Compensation for distance education courses identified in Appendix F as Regular ITFS, Enhanced ITFS and TV Plus shall use the following formula for a three credit course:

For courses with fewer than 20 students	3 credits
For courses with at least 20 but fewer than 30 students	4 credits
For courses with at least 30 but fewer than 40 students	5 credits
For courses with at least 40 but fewer than 50 students	6 credits
For courses with 50 or more students	6 credits + faculty assistance

The credit hours are minimum rates for compensation which do not preclude additional payment for courses which are deemed writing intensive or for innovative work which benefits the campus and/or the System. The credit hours shall be determined by the enrollment at the start of the third full week of classes. This schedule becomes effective when the enrollment at receiving sites exceeds 5 students.

- C. The minimum preparation fee for a new course shall not be less than \$500. This minimum does not preclude a higher preparation fee where deemed appropriate. Major revision preparation fees shall be determined after evaluation of the written application.
- D. In exploring options for compensation of unit members for teaching web-based courses and emerging technologies, the parties shall be guided by the finding of the Teaching Through Technology Task Force.

### **Article 13 – Responsibilities of Department, Division or Other Appropriate Units and Chairpersons**

- A. The parties recognize that chairpersons have both administrative and collegial functions and that unit members have legitimate concern in the selection, retention and performance of individuals serving as chairpersons.
- B. Chairpersons at the following campuses shall be unit members: UMFK, UMM, USM.
- C. Chairpersons at the following campuses shall not be unit members: UMA, UM, UMPI, UMF.\*

The nomination and selection of non-unit chairpersons shall be in accordance with current governance policy in effect at the appropriate campus. Governance policies which are in effect at the time of execution of this Agreement are attached (Appendix D). Although revisions to such policies may occur during the term of this Agreement in accordance with appropriate governance procedures, such revisions shall recognize the legitimate concerns of unit members described in Section A above. Any changes in governance policies pertaining to the nomination and selection of non-unit chairpersons shall be promptly forwarded to the Association.

- D. In the case of unit chairpersons, the department, division or other appropriate unit shall recommend to the chief administrative officer or his/her designee a candidate whenever an opening for chairperson arises.
1. If the opening is to be filled from outside the department, division or other appropriate unit, Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, will be followed. The chief administrative officer or his/her designee(s) may accept or reject the recommendation and that decision shall be final. Prior to rejecting any department, division or other appropriate unit recommendation, the chief administrative officer or his/her designee(s) will meet with the department or division faculty involved to discuss the recommendation. In the event that the recommendation of the department, division or other appropriate unit is rejected, the faculty involved will be asked to submit another recommendation.
- E. The position of chairperson may be filled on a temporary (acting) basis at the discretion of the chief administrative officer or his/her designee for a period not to initially exceed one (1) year. The position may continue to be filled on a temporary (acting) basis for up to one (1) additional year if a chairperson has not been timely appointed on a regular basis within the initial year, or if such action is in accord with a recommendation of the department, division, or other appropriate unit.
- F. 1. Workload reduction and additional compensation for unit chairpersons shall be based on the number of full-time equivalent faculty in the department inclusive of the chairperson. In the calculation of full-time equivalent faculty, full-time regular faculty shall each count as one (1) full-time equivalent, and each twelve (12) credit



hours taught by part-time and temporary faculty shall count as one (1) full-time equivalent. For any year, this calculation shall be based on an average of the number of full-time equivalent faculty in the department in each of the two (2) semesters in the preceding academic year. Unit chairpersons shall receive no less than the following workload reduction and additional compensation:

		<b>Stipend per Year - As of:</b>	
		<b>FY2020</b>	<b>FY2020</b>
<b>Size</b>	<b>Reduced Load</b>	<b>7.1.19 - 12.31.19</b>	<b>1.1.20 - 6.30.20</b>
Fewer than 11	1 course or 25%	2,182	2,198
At least 11 but fewer than 16	1 course or 25%	2,838	2,859
16 +	1 course or 25%	3,584	3,611

		<b>Stipend per Year - As of:</b>	
		<b>FY2021</b>	<b>FY2021</b>
<b>Size</b>	<b>Reduced Load</b>	<b>7.1.20 - 12.31.20</b>	<b>1.1.21 - 6.30.21</b>
Fewer than 11	1 course or 25%	2,247	2,264
At least 11 but fewer than 16	1 course or 25%	2,923	2,945
16 +	1 course or 25%	3,692	3,720

Following consultation with the chairperson if it is the opinion of the campus administration that the chairperson cannot accept a reduced workload, reimbursement shall be at the appropriate overload rate.

2. When the University requests unit chairpersons with academic year appointments to perform occasional but substantial services during the period from June 1 to August 31, and such unit chairpersons accept assignment to such duties, they shall be compensated by payment of an additional 50% of the appropriate annual stipend which is set forth in Section F.1 of this Article.
- G. The departments, divisions or other appropriate units shall retain their traditional input into academic policy and standards consistent with the overall purposes of the University and the written policies of the Board of Trustees. Departments, divisions or other appropriate units shall establish appropriate committees to carry out their responsibilities pursuant to this Agreement.
- \* The parties reaffirm for the life of this agreement the currently existing Memorandum of Understanding wherein department chairs at UMPI are considered members of the unit.

## **Article 14 – Checkoff and Maintenance of Membership**

- A. Unit members shall elect one of the following options within sixty (60) days of initial employment in the bargaining unit or execution of this Agreement, whichever is later: 1) membership in the Association; 2) payment of a Representation Fee; or, 3) payment to an education fund.
- B. For purposes of this Article, “Representation Fee” is the costs associated with the negotiation and continued administration of this Agreement and the legal requirement that the Association represent all bargaining unit members. During the term of this Agreement, the Representation Fee shall be assessed monthly at an amount specified by the Association as set forth in Section E below.
- C. Unit members who elect the education fund option shall during the term of this Agreement be assessed monthly at the rate of one-twelfth (1/12) of the annual membership dues.
- D. Unit members who are members of the Association as of the date of ratification of this Agreement, or who, thereafter, during its term, become members of the Association, shall maintain their membership in the Association for the term of this Agreement; provided, however, that any such unit member may resign from membership in the Association during the period from August 15 to September 15 of a given year. Unit members who resign from membership in the Association are required to select an alternative option from Section A above upon the effective date of their resignation. If a unit member resigns and does not select an alternative option, upon notification from the Association, the University shall deduct the monthly Representation Fee in accordance with F below.
- E. The University agrees to deduct in monthly installments the dues of the Association, the Representation Fee or the education fund contribution from the pay of those unit members who individually request in writing that such deductions be made. The amount(s) to be deducted shall be certified in writing by the Association within thirty (30) days of the signing of this Agreement, and thereafter by August 10 of each year. The University shall remit

monthly the aggregate deductions, together with an itemized statement containing the names of the unit members from whom the deductions have been made and the amount so deducted from each one. The aforesaid remittance shall be made by the 15<sup>th</sup> of each month following the month in which such deductions have been made.

- F. The Association has demonstrated, based upon actual payroll records, that two-thirds (2/3) of the unit members voluntarily economically support the Association either through the payment of a membership fee or voluntary payment of the Representation Fee. Therefore, during the term of this Agreement the University agrees to deduct a monthly Representation Fee from the pay of all unit members hired on or after August 16, 2010 who have not signed an authorization for the University to deduct monthly installments for one of the options specified in Section A of this Agreement and also have not made arrangements to pay regular dues, representation fees or contributions to the education fund to the Association directly, unless the unit member is a religious objector as provided under Section G. The Association shall advise the University as to the names of such unit members who have not either authorized payroll deductions, made arrangements for direct payments, or qualified for religious objector status. Automatic deductions for those unit members as described in this paragraph will begin in the pay period following the month during which the Association has notified the University as required by this section.
- G. Any unit member covered hereby who maintains that she/he holds a sincere and bona fide religious belief that conflicts with an obligation to financially support the Association, public employee organizations or labor organizations in general may seek religious objector status by petitioning the Association. Any such unit member who is found by the Association to hold a sincere and bona fide religious belief that conflicts with an obligation to financially support the Association, public employee organizations or labor organizations in general, shall have the right to refuse to pay the Representation Fee only so long as the unit member makes contributions at least equal in amount to the Representation Fee to a non-religious charitable organization mutually agreed upon by the unit member so refusing and the Association, within ten (10) days after each payday. The Association shall not unreasonably deny the choice of such non-religious charitable organization suggested by the unit member. An administrative or legal challenge to a denial of a petition for religious objector status may be filed by the unit member against the Association in an appropriate forum and shall not be subject to grievance arbitration under this Agreement.

Should a unit member have a pending written request for religious objector status or a pending administrative or legal challenge regarding their religious objector status, the University will continue to deduct the Representation Fee from the unit member's pay until the request is granted or the challenge is resolved, and that amount will be placed by the Association in an interest-bearing escrow account pending resolution of such dispute or request. If, as a result, the unit member is granted religious objector status then the Association will pay the amount held in escrow to the unit member. The Association shall pay for any maintenance fees associated with such escrow accounts. The University shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts. If a unit member is granted religious objector status, the Association will notify the University of the unit member's religious objector status and the University will cease automatic Representation Fee deductions.

It shall be the sole responsibility of the Association to verify contributions made in lieu of Representation Fees pursuant to this Section G of this Article. It shall be the sole obligation of the Association to certify to the University the name of any unit member who has failed to make timely contributions as a religious objector and has, thus, forfeited religious objector status. Once the Association has certified the unit member's name to the University, the University will commence and continue to automatically deduct the Representation Fee from the unit member's pay as provided in Section F of this Article.

- H. It shall be the sole responsibility of the Association to verify payments or contributions made directly to the Association pursuant to Section A of this Article. It shall be the sole obligation of the Association to advise the University, as set forth in Section F above, as to the name of any unit member who has failed to make timely payments or contributions directly to the Association and has, thus, forfeited direct payment status. Once the Association has provided a unit member's name to the University, the University will commence and continue to automatically deduct the Representation Fee from the unit member's pay as provided in Section F of this Article.

Any administrative or legal challenge regarding payments or contributions made or not made directly to the Association by a unit member may be filed by the unit member against the Association in an appropriate forum and shall not be subject to grievance arbitration under this Agreement.

Should a unit member have a pending dispute with the Association regarding direct pay status or a pending administrative or legal challenge regarding his or her payments or contributions payable directly to the Association,

the University will continue to deduct the Representation Fee from the unit member's pay until the dispute or legal challenge is resolved, and that amount will be placed by the Association in an interest-bearing escrow account pending resolution of such dispute or challenge. If, as a result, the unit member is granted direct pay status then the Association will pay the amount held in escrow to the unit member. The Association shall pay for any maintenance fees associated with such escrow accounts. The University shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts. If a unit member is granted direct pay status, the Association will notify the University of the unit member's direct pay status and the University will cease automatic Representation Fee deductions. It will be the Association's obligation to work out a direct payment or contribution plan with the unit member.

- I. The University shall not be responsible for making any deduction for dues, fees or education fund contributions if a unit member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law is less than the amount of authorized deductions or from worker's compensation benefits. In such event, it will be the responsibility of the Association to collect the dues or fees for that pay period directly from the unit member.
- J. The University shall be entitled to designate at least one (1) representative to participate in the administration of the education fund.
- K. The University's responsibility for deducting fees from a unit member's salary specified in Section A of this Article shall terminate automatically upon either: 1) cessation of the authorizing unit member's employment, or 2) the transfer or promotion of the authorizing unit member out of the bargaining unit.
- L. The University shall deduct any authorized amount as certified by the Association in accordance with section D, E or F above. Failure of a unit member to meet the obligation set forth in Section A shall not result in termination or non-reappointment of a unit member.
- M. The Association and the University shall develop appropriate forms to authorize payment of the representation fees and education fund contributions.
- N. The University shall inform all unit members in writing of their obligation to make an election as specified in section A above. Such notice shall be given to individuals in writing in the initial letter of appointment.
- O. The University agrees to mail to all newly appointed faculty at the start of the academic year a letter provided by AFUM concerning membership in the Association along with such membership forms as AFUM desires to enclose. This letter may also reference the AFUM website for those new faculty who may wish to complete the form electronically.
- P. The Association 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 Association pursuant to this Article; and including but not limited to any charge that the University failed to discharge any duty owed to its employees arising out of the Representation Fee deduction. The Association 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.
- Q. Should any Court or other authority find the indemnity clause in Section P above void or unenforceable, Article 14 of the parties' July 1, 2007-December 31, 2009 collective bargaining Agreement shall apply in place of this Article.

## **Article 15 – Grievance Procedures**

The Association and the University agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement. However, in the event such a complaint arises between the University and the Association which cannot be settled informally, a grievance procedure is described herein. Pursuant to this procedure, it is the intent of both the Association and the University that grievances shall be handled in a timely manner and that neither party shall delay procedures unnecessarily.

A. Definitions:

1. A "grievance" shall mean an unresolved complaint arising during the period of this Agreement between the University and a unit member, a group of unit members, or the Association with respect to the interpretation or application of a specific term of this Agreement.
2. A "grievant" is the unit member, group of unit members or Association making the complaint.
3. "Days" shall mean all days exclusive of Saturdays, Sundays and officially recognized University holidays, as described in Article 19, Leaves.

B. Informal Procedure:

A complaint may be presented informally to the administrator whose decision or action is being contested. The thirty (30) day timeline outlined below in C will be considered paused while the parties are participating in the informal process. At any point during the informal process either party may request an end to the informal process and AFUM may choose to proceed with the formal procedure.

C. Formal Procedure:

Step 1: In the event satisfactory resolution is not achieved through informal discussions the grievant, within thirty (30) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the administrator whose action or decision is being contested the written signed grievance form (Appendix A). The administrator shall respond in writing within twenty (20) days of receipt of the grievance.

Step 2: If satisfactory resolution is not achieved in Step 1, the grievant, within twenty (20) days of receipt of an answer, or of the date the answer is due if no answer is provided, shall forward the grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation, to the next

appropriate level of administration. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. This step of the grievance procedure shall be applicable only at the following campuses: UMF, UM, UMPI, USM.

Step 3: In the event satisfactory resolution is not achieved in Step 2, the grievant, within twenty (20) days of the receipt of an answer or of the date the answer is due if no answer is provided, shall forward the grievance form and written statement(s) why the resolution is not satisfactory, and any other documentation, to the chief administrative officer of his/her designee. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance. If a grievance affects unit members in more than one department, division or other appropriate unit on a campus, the Association, within twenty (20) days following the act or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the chief administrative officer or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 4: In the event satisfactory resolution has not been achieved in Steps 1 through 3, the Association, within twenty (20) days of receipt of the answer or of the date the answer is due if no answer is provided, may forward to the Chancellor or his or her designee the written grievance form, written statement(s) why the resolution is not satisfactory, and any other documentation. The Chancellor or his or her designee shall answer in writing within twenty (20) days of receipt of the grievance. If the grievance affects unit members on more than one campus, the Association, within twenty (20) days following the action or omission giving rise to the grievance or the date on which the Association reasonably should have known of such act or omission if that date is later, shall forward to the Chancellor or his or her designee the written signed grievance form referred to in Step 1. A grievance so presented shall be answered in writing within twenty (20) days of receipt of the grievance.

Step 5: a) In the event a grievance is not satisfactorily resolved at Step 4 of the grievance procedure and the Association wishes to proceed to arbitration, it shall serve written notice to that effect. Notice shall be by certified mail directed to the Chancellor within twenty (20) days after receipt of the Step 4 answer or the date such answer is due, if no answer is provided. The parties shall meet within twenty (20) days

to select an arbitrator competent in matters concerning institutions of higher education. Should the parties be unable to agree upon an arbitrator within ten (10) days of the initial meeting, or if the twenty (20) day period lapses without a meeting being scheduled, the grievance shall be referred by either party within twenty (20) days to the Federal Mediation and Conciliation Service for resolution by a single arbitrator in accordance with the procedures, rules and regulations of that Association. Should the grievant elect representation in arbitration by counsel of his or her choosing, said counsel will assume full responsibility of selecting an arbitrator pursuant to the provision of this paragraph. The arbitrator shall not waive timelines or excuse counsel in instances where counsel fails to adhere to the specified timelines as related to the selection of the arbitrator. The Association will provide written notification to the Chancellor or the Chancellor's designee that the grievant's counsel will assume the responsibility of selecting an arbitrator and will also represent the grievant in arbitration.

#### Expedited Arbitration:

The University and the Association shall decide on a case-by-case basis whether expedited arbitration proceedings shall be utilized for any particular grievance. In those cases where both parties agree in writing to expedite arbitration, the following procedure shall be used:

The parties shall agree within sixty (60) days following the execution date of the Agreement on a panel of not fewer than seven (7) arbitrators who are members of the National Academy of Arbitrators. The panel members shall be placed in alphabetical order and shall be selected by rotation from top to bottom of the list of panel members. The arbitrators shall agree to hear a case in not less than ten (10) days and not more than twenty (20) days. If an arbitrator is not able to hear the case within the established time, the next arbitrator on the list shall be selected. The arbitration shall take place at a time and location agreed on by the parties. The arbitration shall be conducted in accordance with the following procedures:

- a. The hearing shall be informal
- b. Formal rules of evidence shall not apply
- c. There shall be no transcripts or post-hearing briefs
- d. The arbitrator shall notify the parties of his or her decision within seventy-two (72) hours after the close of the hearing.
- e. The decision of the arbitrator shall be based on the record before the arbitrator and shall include a written explanation of the arbitrator's decision. The arbitrator may issue his or her written explanation after the time of the decision, but in no case longer than seven (7) calendar days from the date the arbitrator gives notice of his or her decision.
- f. The decision shall be final and binding
- g. If the parties mutually agree, the arbitrator may be asked for a bench decision:
  - a) The arbitrator shall have no authority to add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined to disputes arising under the terms of this Agreement.
  - b) The arbitrator shall have no authority to substitute his or her judgment for the academic judgment exercised by the chief administrative officer or designee(s) or the Board of Trustees or their designee(s).
  - c) The arbitrator's decision as to whether there has been a violation of this Agreement shall be final and binding on the University, the Association and any and all affected members.
  - d) An arbitrator may award lost University compensation where appropriate to remedy a violation of this Agreement, but the arbitrator may not award other monetary damages or penalties.
  - e) The arbitrator may award an appropriate remedy when a violation of the Agreement has been determined. In no case shall the arbitrator award tenure as a remedy nor shall an arbitrator's decision awarding employment beyond the sixth year of employment entitle the unit member to tenure. The arbitrator in a case involving the denial of tenure may direct a remand to the Board of Trustees and may include a recommendation regarding the tenure status of the unit member.

- f) If a unit member is reappointed at the direction of an arbitrator, the chief administrative officer shall consult with the unit member and assign the person during the period of appointment to a mutually agreed upon assignment which may be the former position or a substantially equivalent one.

D. Duplicate Proceedings:

1. The Association and the University agree that this grievance procedure is the best forum for resolving issues of alleged contract violations. Consequently, the Association and the University will encourage any employee alleging a violation of the non-discrimination article to seek relief through this process. Notwithstanding the above sentence, employees may have rights to pursue claims or complaints through outside agencies, including the Office of Civil Rights and the Maine Human Rights Commission. If a complaint is filed with such an outside agency, any internal grievance that is filed or pending will be processed in accordance with the terms of this Article.
2. In the event a claim is filed with an outside agency such as those referenced above or filed through the University's equal opportunity complaint procedure, the University and Association may jointly agree to an extension of the deadline for a grievance response. All such extensions shall be to a specified date and shall be documented in writing.

E. Rights and Responsibilities of the Grievant, University and Association:

1. No reprisals shall be taken by either the grievant, Association, or the University against any participant in the grievance procedure by reason of such participation.
2. A unit member may be represented at any level of the grievance procedure by an Association member, or professional staff or counsel of the Maine Education Association.
3. When a unit member is not represented by the Association, the Association shall have the right and a reasonable opportunity to be present at all stages of the formal procedure and to state its views.
4. Except for the decision resulting from arbitration or settlement, all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the unit members.
5. The forms which must be used for filing a grievance (Appendix A), and any subsequent review (Appendix B) shall be prepared by the University and supplied to unit members and the Association.
6. In all grievances at Steps 3 and 4, the grievance designees for the Association and the University, or their representatives, will arrange a meeting to discuss the grievance. Other participants in the matter which is the subject of the grievance may attend by invitation of a party. The requirement to conduct such a meeting may be waived with respect to any grievance by mutual agreement, confirmed in writing, of the University and Association representatives involved. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.
7. In the event that a grievance is not timely answered by the University at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
8. The costs of arbitration will be borne equally by the University and the Association. Such shared costs shall be limited to the arbitrator's fee and expenses and the charges of the American Arbitration Association.
9. The University shall promptly forward to the Association a copy of any submitted written grievance and any written material accompanying the grievance. This requirement is waived in case of grievances filed by the Association, or unit member(s) who are represented by the Association or its representatives. If the Association requests material relevant to a grievance that did not accompany the grievance, the University will make a reasonable effort to provide relevant material that is in its possession unless provision of such material is deemed by the University to be violative of its responsibility under 1 MRSA 401-410.
10. No complaint informally resolved or grievance resolved at Steps 1, 2, 3 or 4 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or designee and the Association.
11. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate University administrator at any step of the grievance procedure except that the time limits for the initial filing of a grievance may be extended only by agreement between the Chancellor or designee and the Association. Any mutual agreement shall be confirmed in writing as soon as practicable.

12. Acts or omissions which occurred prior to the execution of this Agreement shall not constitute evidence of a violation of any term of this Agreement.
13. Grievances will be scheduled for arbitration in the order in which the University receives from the Association notice of its intent to proceed to arbitration, except where the parties mutually agree otherwise in this Agreement. In scheduling arbitrations, the parties may mutually agree to schedule more than one grievance to be heard by a single arbitrator.

## **Article 16 – Termination**

### **Definitions:**

- A. 1. "Termination" shall mean the removal from employment of a unit member with an appointment of definite duration during the term of the appointment, or a unit member with a tenured appointment or continuing contract at any time.
2. "Suspension" shall mean the temporary removal of a unit member from the performance of duties.
3. "Discipline" shall mean such things as withholding of pay, reprimands, reduction in rank or unusual limitations on access to University facilities or services.
- B. No unit member shall be terminated, suspended or disciplined without just cause.
- C. 1. A unit member with tenure, continuing contract or Lecturers with more than six (6) years of service shall receive notice of termination from the chief administrative officer on a campus at least six (6) months in advance of the effective date of said termination. A unit member without tenure, continuing contract or Lecturers with six (6) years of service or less shall receive notice of termination from the chief administrative officer on a campus at least three (3) months in advance of the effective date of said termination.
2. The chief administrative officer of a campus may immediately suspend a unit member where there is evidence that the unit member's presence imminently threatens individuals or the operations of the University. Such suspension of a unit member shall be with pay.
3. Suspension prior to termination may be used when a unit member has voluntarily or involuntarily abandoned his or her position. Such suspension may be without pay.
- D. A unit member who is terminated, suspended or disciplined shall be given written notice of the action taken and the reasons therefore. The chief administrative officer shall notify the Chancellor and the Association of any termination or suspension.
- E. 1. The chief administrative officer of a campus may move to terminate a unit member without advance notice when the unit member's action, behavior, or conduct is so egregious as to warrant immediate dismissal. Termination without notice shall mean that the termination is immediate and that the unit member's pay ceases with the termination.
2. To terminate a unit member without notice, the chief administrative officer must present his/her request for termination to a faculty review committee. The review committee shall consist of five tenured faculty members, selected by lottery, from the unit member's campus.
3. The faculty review committee shall conduct a hearing and render a decision within 14 calendar days of the chief administrative officer's request for a review. The burden of proof for termination without notice lies with the chief administrative officer of the campus. The unit member and/or his/her representative shall have the opportunity to present arguments why termination without notice should be denied.
4. Four of the five faculty on the review committee must concur with the chief administrative officer's request in order for the termination to be immediate and without further pay.
5. The chief administrative officer shall not implement any termination without notice until the faculty review committee has completed its review or if the committee fails to consider the matter within the timeline specified above.
- F. Any termination of a unit member pursuant to this Article shall have priority scheduling at Step 5 of the grievance procedure.

- G. Should the University elect to appeal an arbitrator's reinstatement of a unit member whose employment has been terminated or suspended without pay, the reinstated individual shall be paid his or her last salary amount, during the period of the appeal commencing within 30 days of the receipt of the award. The reinstated employee shall also be eligible for health insurance in accordance with Article 21.
- H. The University shall, to the extent possible, raise issues informally with unit members first with the intent of resolving as many issues as possible. The University maintains the right to move to Fact Finding whenever necessary. The administrator making the discipline decision shall participate in the fact finding. When the University decides, at its discretion, that a formal investigation or fact-finding is required, it may move forward and this decision is not grievable.

Unless suspension is invoked under Article 16 of this contract, under no circumstances shall a member be barred from campus or prevented from doing their work or meeting their classes except as provided for in D.

The President (not a designee) may remove a member from teaching when there is credible evidence in the charge(s) that students, staff or other faculty are at risk if the member continues to teach. The President (not a designee) shall list the charges and evidence as well as include a rationale as to why the charges/evidence reach the level of removing a faculty member from teaching. The President (not a designee) shall meet with the member and AFUM representative within 8 calendar days for an informal discussion. The member may choose not to attend without prejudice. Failure of the University to offer the meeting shall end the removal from teaching.

Under no circumstances, except suspension under Article 16, shall a member be barred from participating in peer committee or other professional responsibilities.

## **Article 17 – Retrenchment**

- A. "Retrenchment" shall mean the discontinuance of a unit member with a tenured appointment or continuing contract from a position at any time or a probationary or fixed length appointment before the end of the specified term for bona fide financial or program reasons including temporary or permanent program suspension or elimination.
- B.
  - 1. For retrenchment within designated units, there shall be the following retrenchment categories:
    - a. less than one (1) year of employment
    - b. one (1) to three (3) years of employment
    - c. four (4) to six (6) years of employment
    - d. seven (7) to ten (10) years of employment
    - e. eleven (11) to fifteen (15) years of employment
    - f. sixteen (16) to twenty-one (21) years of employment
    - g. more than twenty-one (21) years of employment
  - 2. No tenured unit member shall be retrenched if there are non-tenured unit members in the retrenchment unit.
  - 3. No unit member with a continuing contract shall be retrenched if there are unit members without a continuing contract in the retrenchment unit.
  - 4. Where unit members are equally qualified under 1 through 3 above, unit members will be retained whose qualifications are most essential to the mission and purpose of the retrenched unit.
  - 5. The above order of retrenchment shall be applied in such a way as to minimize any adverse effect on affirmative action employment programs.
- C. Unit members to be retrenched shall be informed as soon as possible, with a copy of the notice to the Association. Unit members shall receive the applicable notice period provided for in Article 7, Appointment, Reappointment and Non-Reappointment and Contract Status, except for unit members with tenured or continuing contract appointments shall receive at least one and one-half (1 1/2) years notice of retrenchment, as described in Section D of this Article and be notified of the decision to retrench the faculty member's position no later than October 31 or March 31 of the semester in which notice or retrenchment is given.
- D. Unit members with tenured or continuing contract appointments shall fulfill their professional responsibilities for the remainder of the semester in which they are given notice, and shall thereafter receive one and one-half (1 1/2)



years of total compensation. During this one and one-half (1 1/2) year period, such unit members shall have no further professional obligations to the University unless appropriate alternate or equivalent employment at the retrenched unit member's campus, with the expectation of continuance beyond eighteen (18) months, is made available to the unit member in accordance with Section E of this Article. In such event, the salary received from the alternate or equivalent employment will be supplemented as necessary by a stipend so that no reduction in salary will be suffered during the one and one-half (1 1/2) year period. If such employment is offered and refused, the obligation to continue compensation for eighteen (18) months shall be limited to the difference between the salary for the position offered and the salary for the position from which the unit member was retrenched.

- E. At the time of notice of retrenchment, the University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for retrenched unit members. A retrenched unit member shall have a priority right to alternate or equivalent positions within the bargaining unit for which he/she is qualified.
- F.
  - 1. For two (2) years following the effective date of retrenchment, a unit member who has been retrenched, who indicates a desire to be placed on a recall list, and who is not otherwise employed in a full-time University position, shall be offered re-employment in the same position at the campus at which previously employed at the time of retrenchment should an opportunity for such re-employment arise. A unit member who held a tenured or continuing contract appointment on the date of termination by reason of retrenchment shall resume the tenured or continuing contract appointment upon recall. The unit member shall receive the same salary which was received at the time of retrenchment plus any non-discretionary increases in salary or benefits received by faculty.
  - 2. All persons on the recall list shall regularly be sent University position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the University advised of the unit member's current address.
  - 3. Should a vacancy occur at another campus within the University, unit members on the recall list shall be considered prior to the general public advertisement of the position.
  - 4. Any offer of appropriate re-employment pursuant to this section must be accepted within thirty (30) days after the date of the offer. In the event any offer of re-employment is not accepted, the unit member shall receive no further consideration pursuant to this Article.
- G. For the purposes of this Article, a retrenched unit member shall have been considered to have been laid off.
- H. In the event that retrenchment has taken place, no equivalent program will be developed at any campus for a period of three years unless the affected faculty have the right to relocate with the program.
- I. The provisions of this Article shall not apply to unit members with fixed length or "soft money" appointments.
- J. When a retrenchment is ordered, the University shall make available to the Association relevant information upon request.
- K. In the event of retrenchment, the Association shall proceed directly to Step 3 of Article 15, Grievance Procedure.

## **Article 18 – Position Elimination**

Prior to the elimination of a position held by a unit member in his or her probationary period, the chief administrative officer or his/her designee shall meet with the department, division or other appropriate unit and the affected unit member to explain the reasons for the elimination.

The impact of the elimination of a position is grievable; however, the reasons given as provided for above shall not constitute the basis for a grievance.

## **Article 19 – Leaves**

### **A. PROFESSIONAL TRAVEL**

Unit members may with the approval of the non-unit chairperson and/or dean, attend professional meetings or conferences. With the approval of the chairperson and dean, the unit member's expenses, or a portion thereof, may be reimbursed in accordance with the current provisions of the University policy.

### **B. SABBATICAL LEAVES**

1. Sabbatical leaves with pay shall be granted on the following basis:
  - a. Sixteen (16) University sabbaticals shall be available in each year of this agreement. The allocation of these sabbaticals to each campus shall be as follows: UM 5, UMA 2, UMF 2, UMFK 1, UMM 1, UMPI 2, USM 3.

Unused University sabbaticals shall carry forward to the next academic year and will be allocated to campuses in rotational order based on descending campus size, which shall be determined by the number of unit members with six (6) or more years of full-time service at each campus.
  - b. In addition to the University sabbaticals (a. above) the campuses shall make available at least the following number of campus sabbaticals: UM 20, USM 12, UMPI 1, UMA 1, UMF 1.
  - c. In addition to University and campus sabbaticals (a and b above), if a department, division or other appropriate unit can provide coverage for the costs associated with a sabbatical so that no additional costs are incurred by the University, then the department, division or other appropriate unit may, with the approval of the chief administrative officer or his/her designee, allocate and recommend the award of additional sabbaticals.
  - d. The University agrees to the preservation of existing sabbaticals at campuses that become a regional, branch, or part of, another campus.
2. Unit members may make an application during their sixth year for a sabbatical leave.
3.
  - a. Applications for these sabbaticals shall be submitted to the chief administrative officer of the campus or his/her designee in accordance with procedures established at each campus which shall include a review and recommendation by the department, division or other appropriate unit. The selection of those who will receive these sabbaticals shall be based on a program proposal which includes a statement of intent and on benefits of the proposed sabbatical to the individual, the campus and the profession. All other things being equal, time since last sabbatical shall be considered a relevant factor in the awarding of sabbaticals.
  - b. Upon request of a unit member who has been denied a sabbatical leave, the chief administrative officer or designee shall discuss his or her decision with the unit member. If requested, the chief administrative officer or designee shall then promptly furnish written reasons for the decision to the unit member.
  - c. Applications for sabbaticals shall be submitted no later than six (6) months prior to the proposed effective date of the sabbatical and in accordance with campus procedures. In unusual circumstances this requirement may be waived. Unit members will be notified of approval or disapproval of sabbatical applications by the chief administrative officer no later than three (3) months prior to the proposed effective date of the sabbatical.
  - d. The Association shall be furnished annually a list by campus of unit members applying for, receiving and being denied sabbaticals.
4.
  - a. Sabbatical salaries shall be one-half pay for the academic or fiscal year; or full pay for one semester or half year. Fiscal-year or 10.5-month employees opting the academic-year basis for sabbaticals shall be paid by prorating the fiscal-year or 10.5-month salary to the academic-year equivalent and then receiving one-half pay for academic-year awards or full pay for one-semester awards.
  - b. The unit member must return to the University for at least one academic or fiscal year following the sabbatical, or for one 10.5-month work year for those faculty on 10.5-month appointments. Agreements to the contrary must be in writing prior to participation. Salary received during the sabbatical must be returned to the University where neither of the above is satisfied.
  - c. The unit member must provide a brief written report of the participation in the program to the chief administrative officer or his/her designee.
  - d. Unit members shall be eligible for another sabbatical leave after completion of six (6) years of full-time service since the last sabbatical except unit members in the rank of Professor or equivalent shall be eligible for another sabbatical leave after completion of five (5) years of full-time service. Calculation of service for this purpose shall begin at the time the unit member returns from the last previous sabbatical. Exceptions may be made if a proposed program is deemed of exceptional value to the individual, campus or the profession and there are unfilled sabbaticals.

- e. If a unit member defers an approved sabbatical at the request of the University, the length of the deferral shall apply toward eligibility for the next sabbatical.
  - f. Compensation during the sabbatical shall include contributions made by the University to retirement programs, Social Security programs, and insurance programs under the University policy.
  - g. Annual leave and sick leave shall continue to accrue during the period of the sabbatical on a pro-rata basis.
  - h. While on sabbatical leave, a unit member shall be permitted to receive travel and moving expenses, fellowships, grants-in-aid or financial assistance from sources other than the University, provided there is no requirement to perform duties detrimental to or which interfere with the objectives for which the sabbatical has been granted.
4. Grievances under this section may be appealed through Step 5 of the grievance procedure, except that academic judgments regarding the selection of unit members to receive these sabbaticals shall not be grievable.

### C. LEAVE WITHOUT PAY

1. a. Upon timely written request of a unit member, the chief administrative officer or his/her designee shall normally grant a leave without pay for a period not to exceed one (1) year. Such leave may be extended by the chief administrative officer or his/her designee upon timely written request of the unit member for up to two (2) successive one-year periods. These leaves may be utilized for such purposes as holding appointive public office, meeting familial obligations and other purposes consistent with the needs and interests of the University.
  - b. When a leave without pay is granted so that a unit member may accept a state or federal appointive position, the leave may be extended by the chief administrative officer or designee upon timely request of the unit member for up to three (3) successive one-year periods, for a total leave not to exceed four (4) years. If an employee accepts a state or federal appointive office and is granted a leave under this policy, the employee may receive University retirement contributions under the following terms. If the employee returns to the University and contributes to the basic retirement fund an amount equal to what the employee's contributions would have been during the leave, the University shall contribute an amount equal to what its contributions would have been during the leave, based on the salary at the commencement of the leave. The University will not make any contributions if the employee accrued vested retirement benefits under a state or federal plan as a result of the appointive office.
  - c. The salary of the returning unit member shall be adjusted to reflect any increases negotiated in the current collective bargaining agreement covering the initial year of the leave. In the case of leaves beyond one year, upon return of the unit member, an adjustment shall be made to the base salary to reflect non-discretionary increases and may be made to reflect discretionary increases. The University shall provide that retirement and appropriate insurance coverage for periods of leave without pay will be available to the unit member at his or her expense. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not earn sick leave or annual leave. Time spent on leave without pay shall not be creditable for the purpose of determining eligibility for tenure or continuing contract. When a leave without pay is shorter than a full academic or fiscal year, the full year is not credited. Nevertheless, time spent on leave without pay may be creditable for the purpose of determining eligibility for tenure or continuing contract by mutual agreement of the unit member and the chief administrative officer or his/her designee.
2. Leaves without pay, granted under this provision for educational purposes, may be to acquire or complete an academic degree, to gain practical experience in one's field, or to participate in an educational opportunity valuable to the individual, the department or the campus. While on leave without pay for educational purposes, the University shall contribute its proportionate share to retirement and appropriate insurance programs if the unit member chooses to participate in those programs.

Upon return, the salary of the unit member shall be adjusted to reflect all increases distributed or negotiated during the period of leave. While on leave, the unit member shall retain accumulated sick leave and annual leave. Time spent on educational leave without pay may be creditable for the purpose of determining eligibility for tenure or continuing contract if agreed to in writing by the unit member, the department, division or other

appropriate unit and the chief administrative officer or his/her designee. Time spent on educational leave without pay shall be creditable for purposes of retrenchment.

3. The University shall grant a unit member with tenure or continuing contract a leave of absence without pay and without forfeiture of tenure or continuing contract or other accumulated leave benefits to fulfill the duties of a legislator, provided that the unit member submits a written notice of intent to become a candidate for the Legislature no later than June 30 of the preceding academic year.

#### D. FAMILY, SICK AND DISABILITY LEAVE

1. For purposes of this contract, "disability leave" and "sick leave" are synonymous. Unit members shall earn one and two-thirds (1 2/3) days of disability leave for each monthly pay period, or major portion thereof, of employment. Beginning on July 1, 2019, all newly hired unit members will have twenty (20) days of disability leave available to them upon their start date. After their first full year of employment, disability leave will be accrued monthly.
2. Unit members on academic year appointments may accumulate disability leave up to a maximum of one hundred fifty (150) days; those on fiscal year appointments may accumulate up to a maximum of one hundred eighty (180) days effective July 1, 1990. Unit members on 10.5-month appointments may accumulate disability leave up to a maximum of one hundred seventy-five days. Where retirement plans applicable to unit members permit service credit for accumulated disability leave, unit members may accumulate additional days of disability leave for such retirement purposes only if such credit is granted at no cost to the University.
3. The University shall provide each unit member with an annual statement showing disability days earned, utilized and accumulated. This statement shall be furnished to unit members within sixty (60) days after the execution date of the Agreement and thereafter during the month of October of each year.

4. a. A unit member who is unable to perform duties because of a disability may use any and all accrued leave credits. A "disability" shall be defined as any physical or mental impairment of health, including an impairment resulting from pregnancy, which disables a unit member from the full and proper performance of duty.
- b. A unit member must report disability leave for those days during which, due to disability, the unit member is unable to be on campus or other appropriate job site for classroom teaching or other assigned activities. A continuous period of disability leave commences with the first day of absence and includes all subsequent days until the unit member returns to work. For this purpose, Saturdays, Sundays and in the instance of fiscal year appointees, official holidays observed by the University shall not be counted. Unit members on disability leave during the period of either administrative holidays or official University holidays observed on the campus academic calendar shall not be charged disability leave for that period.
- c. A unit member may use up to a total of sixty (60) days accrued disability leave each fiscal year for absences resulting from the need of the unit member to provide care for newborn or newly adopted infants, for the adoption of a child, and/or the care of children, spouse, or parent where the nature of the illness or family condition is such the unit member must be available to care for the family member

Provided all accumulated leave has been used, a unit member shall, upon written request be advanced up to twenty (20) days of sick leave.

Upon the unit member's return to work, the amount of sick leave advanced shall be repaid by the unit member 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 unit member at the time of separation.

- d. The Memorandum of Understanding entitled "Alternatives to Teaching Duties Associated with the Birth or Adoption of a Child" (Appendix K) currently in effect at the University of Maine shall be extended to all Unit members at all Universities. Prior to the expiration of this agreement, the parties shall receive a report on the effectiveness of this program.
- e. A unit member may use up to five (5) days disability leave in each occurrence of death of a member of the unit member's family in order to attend the funeral and/or to matters related to the death. Proper notice of the unit member's absence for this purpose shall be provided by the unit member to the chief administrative officer or his or her designee.

5. If a unit member's absence due to disability or other use of disability leave exceeds five (5) consecutive days or becomes habitual, the University may, by submitting a request in writing, require the unit member to furnish verification of the disability or the equivalent evidence to substantiate use of disability leave for family illness, injury or death. The unit member shall have ten (10) days to comply with the request.
6. If the chief administrative officer has a reasonable belief, based upon objective evidence, that a Unit member is unable to perform assigned duties due to a medical condition, the chief administrative officer may place the unit member on administrative leave with pay and require the unit member to submit to a medical examination by a physician chosen and paid by the University, or if the unit member desires, by a physician chosen and paid by the unit member who is acceptable to the University and who shall submit a report to the University. If the medical examination confirms that the unit member is unable to perform assigned duties, the chief administrative officer shall place the unit member on compulsory disability leave at which time the unit member shall be notified in writing of the conditions under which the unit member may return to work. A unit member who is placed on compulsory disability leave shall be required to exhaust all leave credits prior to being placed on leave without pay. Application for total disability benefits must be made if the medical prognosis indicates a disability of qualifying duration.
  - a. If a unit member's absence due to disability exceeds three (3) months, the unit member may be required to apply for long-term disability benefits. Such requests shall be in writing. The unit member shall have thirty (30) days to comply with the request.
  - b. If a unit member receives both disability benefits and disability leave pay for the same period of time, the unit member shall repay the disability leave pay to the University. The unit member and the University may agree to a repayment schedule to avoid extreme personal hardship.
7. If the unit member is unable to return to work at the end of a compulsory leave period or after exhausting accumulated disability or vacation leave, based on a current medical certification obtained as described in Section D, paragraph 6, of this Article, the chief administrative officer may after consultation with the unit member:
  - a. extend the leave without pay pending determination of eligibility for total disability benefits; or
  - b. extend the leave without pay for up to one (1) year if the University deems such leave to be justified and not detrimental to the operation of the University and medical evidence indicates the possibility of a return to employment at that time.

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

- a. request the unit member's resignation; or
  - b. terminate the unit member's employment.
8. In the event of the death of a unit member on an academic year appointment, the University shall pay to his/her estate an amount equal to one-sixth (1/6) his/her annual salary or accrued salary, whichever is greater.
9. In the event that eligibility for total disability benefits has not been determined by the first day of the month following six (6) consecutive months of total disability, a unit member may continue to use accumulated disability leave days until disability leave has been exhausted or the unit member has been determined to be eligible for total disability benefits, whichever occurs sooner. Upon commencement of long term disability payment, an employee must re-pay any disability leave paid by the University for any period of time beyond the six (6) month elimination period to when long term disability benefits were approved.
10. In the event the unit member is placed on leave without pay due to disability, and has applied for long term disability, he or she may make a written request to the appropriate supervisor for an advance of disability leave, provided all other accumulated leave has been used. The supervisor shall forward the request with his / her recommendation to the campus President or designee. The President or designee may receive other recommendations regarding the request from such individuals determined 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 unit member's return to work, the amount of sick leave advanced shall be repaid on a monthly basis at the rate of one-half (1/2) of any future amounts accumulated until such time as the balance has been repaid. Any outstanding balance shall be repaid by the unit member at the time of termination. The employee who receives long term disability pay and is able to work part-time shall be allowed to use

accrued disability leave to supplement their pay. Accrued disability leave may be applied to the difference between the employee's base pay and what the employee receives through LTD payments and their part-time wages.

#### E. JURY DUTY

1. A unit member who is summoned as a member of a jury panel or subpoenaed as a witness, in a case not involving the unit member's personal litigation, shall be granted leave with pay and any jury or witness fees shall be retained by the unit member. No unit member shall be given leave with pay for the purpose of appearing as an expert witness when the unit member receives professional compensation for an appearance.
2. Any unit member who substitutes for another unit member appearing as an expert witness shall be compensated on a per diem basis at the overload rate appropriate to his or her rank.
3. To be eligible for the benefits of this section of the Agreement, evidence in the form of a subpoena or other written notification shall be presented to the unit member's immediate supervisor as far in advance as possible.

#### F. FISCAL YEAR EMPLOYEE – ANNUAL LEAVE

1. Unit members on fiscal-year appointments shall earn annual leave at the rate of one and two-thirds (1 2/3) days per month, or major portion thereof of employment for the first fifteen (15) years of service. In subsequent years, the unit member shall earn annual leave at the rate of two (2) days per month, or major portion thereof, of employment. Academic-year unit members shall not earn or accrue annual leave. Up to forty (40) days of annual leave may be carried forward from year to year. This annual carry forward shall be applied on December 31 of each year. A unit member may request a waiver to carry forward days in excess of forty (40) with the recommendation of the unit member's immediate supervisor and the approval of the System Office of Human Resources. Such requests shall not be unreasonably denied.
2. In the first year of employment, annual leave shall be earned before being taken. All requests for annual leave shall be submitted by the unit member to the immediate supervisor as far in advance as possible and appropriate. Approval of the dates on which a unit member wishes to take annual leave shall be subject to the consideration of departmental and organization scheduling, but shall not be unreasonably withheld by a supervisor.
3. When a fiscal-year unit member terminates employment or changes from a fiscal-year to an academic-year contract, the campus shall pay the unit member for up to forty (40) days of unused annual leave balance prior to the change to the academic-year contract or the termination of employment. Any accrued annual leave in excess of forty (40) days shall be forfeited by the unit member.

#### G. FISCAL YEAR EMPLOYEES – HOLIDAYS

The holidays for unit members on fiscal-year appointments shall be:

Independence Day; Labor Day; Indigenous Peoples' Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day; New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Patriot's Day; Memorial Day.

The date of the observance of the holidays shall be communicated to the Association by the University prior to the start of the fiscal year in which the holidays occur.

Holidays which fall on days when classes are scheduled shall be taken at a time mutually agreeable to the unit member and the appropriate supervisor.

#### H. RETURN FROM LEAVE

In the event a Faculty Member returns from leave mid-semester, the Faculty Member and University may develop an alternate work assignment for the remaining portion of the semester.

### **Article 20 – Salaries and Overload**

- A. Any unit member who is promoted within the collective bargaining unit shall be guaranteed an increase in base salary on the effective date of promotion. The minimum amount of the increase shall be computed based upon the employee's current salary at the effective date of promotion or the new rank minimum, whichever is greater.

Instructor to Assistant Professor	6.5%
Assistant Professor to Associate Professor	6.5%
Associate Professor to Full Professor	7.5%
Clinical Faculty Promotions	3%

- B. 1. Effective July 1, 2019 – December 31, 2019, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$42,391	\$49,456	\$50,865
Assistant Professor	\$50,969	\$59,464	\$61,160
Associate Professor	\$58,116	\$67,802	\$69,739
Professor	\$68,627	\$80,065	\$82,349

2. Effective January 1, 2020 – June 30, 2020, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$42,709	\$49,827	\$51,246
Assistant Professor	\$51,351	\$59,910	\$61,619
Associate Professor	\$58,552	\$68,311	\$70,262
Professor	\$69,142	\$80,666	\$82,967

3. Effective July 1, 2020 – December 31, 2020, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$43,670	\$50,948	\$52,399
Assistant Professor	\$52,506	\$61,257	\$63,005
Associate Professor	\$59,869	\$69,847	\$71,843
Professor	\$70,698	\$82,481	\$84,834

4. Effective January 1, 2021 – July 31, 2021, Rank minima for unit members shall be as follows:

<u>Rank</u>	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
Instructor	\$43,998	\$51,330	\$52,792
Assistant Professor	\$52,900	\$61,716	\$63,478
Associate Professor	\$60,318	\$70,371	\$72,382
Professor	\$71,228	\$83,100	\$85,470

- C. 1. Effective July 1, 2019 the base salaries of unit members employed as of June 30, 2019 excluding those not returning to the University in September, 2019 shall be increased by 2.25% of the June 30, 2019 base salary.
2. Effective January 1, 2020, the base salaries of unit members employed as of December 31, 2019, excluding those not returning to the University in January 2020, shall be increased .75% of the December 31, 2019 base salary.
3. Effective July 1, 2020, the base salaries of unit members employed as of June 30, 2020, excluding those not returning to the University in September 2020 shall be increased by 2.25% of the June 30, 2020 base salary.
4. Effective January 1, 2021, the base salaries of unit members employed as of December 31, 2020, excluding those not returning to the University in January 2021, shall be increased by .75% of the December 31, 2020 base salary.
- D. 1. Effective July 1, 2019 – December 31, 2019, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
six (6) years of service	\$1,421	\$1,658	\$1,826
ten (10) years of service	\$2,791	\$3,256	\$3,531
sixteen (16) years of service	\$4,160	\$4,853	\$5,223

2. Effective January 1, 2020 – June 30, 2020, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
six (6) years of service	\$1,432	\$1,670	\$1,840
ten (10) years of service	\$2,812	\$3,280	\$3,557
sixteen (16) years of service	\$4,191	\$4,889	\$5,262

3. Effective July 1, 2020 – December 31, 2020, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
six (6) years of service	\$1,464	\$1,708	\$1,881
ten (10) years of service	\$2,875	\$3,354	\$3,637
sixteen (16) years of service	\$4,285	\$4,999	\$5,380

4. Effective January 1, 2021 – June 30, 2021, unit members in the rank of Lecturer shall receive salary increases based upon length of continuous full-time regular University service, as follows:

	<u>Academic-Year Appointment</u>	<u>10.5-Month Appointment</u>	<u>Fiscal-Year Appointment</u>
six (6) years of service	\$1,475	\$1,721	\$1,895
ten (10) years of service	\$2,897	\$3,379	\$3,664
sixteen (16) years of service	\$4,317	\$5,036	\$5,420

The appropriate increase shall, in the case of Lecturers with fiscal-year appointments, be added to base salary on July 1 or January 1 of the year immediately following the completion of the prescribed years of service as specified above, and on September 1 or January 1 in the case of Lecturers with academic-year appointments. In the case of Lecturers with 10.5-month appointments, the appropriate increase shall be added to base salary at the beginning of their work year or January 1 immediately following the completion of the prescribed years of service as specified above.

- E. Overload compensation rates for courses which commence with the Fall, 2019 semester, shall be calculated to reflect the increases described in Article 20, Section 2.D. Such overload compensation rates (see Appendix C) are minimum rates.
- F. In order to prevent gender based salary inequities, or other unintended illegal discrimination, a unit member's salary shall be reviewed by the campus EEO/HR office at the time a promotional increase or individual salary increase is recommended. Each campus shall make available information regarding the possibility, if any, and the procedures and criteria by which any extraordinary salary adjustments are made.
- G. Post Tenure Compensation
  1. Any unit member having the rank of Professor with tenure, Associate Professor with tenure, Extension Professor with continuing contract, or Associate Extension Professor with continuing contract, or any Lecturer, Research Faculty, or Instructor with over six (6) years of continuous full-time regular service in the same department, division, or other appropriate unit shall be eligible for consideration for the award of compensation at the time of his / her post tenure review.
    5. a. Normally, approximately 25% of the faculty at a given university shall be eligible in any given year. Faculty members who were not reviewed on their last scheduled date of post tenure review shall be scheduled for review in a four (4) year cycle commencing with their most recent tenure or promotion date.
    - b. Faculty who are on sabbatical or educational leave may elect to stand for review while on leave or may elect to be reviewed upon return from leave. Election to be reviewed upon return from leave does not alter the schedule for future reviews which shall continue to be based on the most recent tenure or promotion date. Election to be reviewed upon return from leave shall not result in any retroactive payment of the salary adjustment.
    - c. A faculty member who is participating in the partial phased retirement program or who has submitted formal written notice of intention to retire or resign and who has no more than three years remaining before



the date of full retirement or resignation and whose performance was found satisfactory in the most recent post tenure review may elect to opt out of participation in the review and so notify the appropriate administrator. Faculty members who elect to opt out of the review are not eligible to receive any post tenure compensation increases.

- d. A faculty member who is participating in the partial phased retirement program or who has submitted formal written notice of intention to retire or resign and who has no more than three years remaining before the date of full retirement or resignation and whose performance was not found to be satisfactory in the most recent post tenure review may request to opt out of participation in the review. The request will be reviewed by the chief academic officer or designee. If the request is approved, the faculty member will not be eligible to receive any post tenure compensation increases.
  - e. Nothing in this section precludes the University from requesting that an evaluation be conducted in accordance with Article 10, Section C.
- 3. A joint UMS – AFUM committee, drawn from each party’s negotiations team shall oversee administrative issues and any other problem that may arise during the course of this program. Such issues may include questions of eligibility, determination of cohort groups, and adherence to the procedures outlined herein. The University shall provide the committee with a report each year concerning those awards made, denied, augmented, or any situation in which the peer recommendation is altered in any way.
  - 4. Eligible faculty shall be evaluated pursuant to Article 10, Section C of the Agreement. Those faculty who receive a peer committee evaluation of satisfactory or better shall be recommended to receive a 3.5% adjustment to their base pay effective at the start of the subsequent fall semester for academic-year faculty, or, at the start of their work year for 10.5-month faculty, or to be effective the July 1 following the review in the case of faculty with fiscal year appointments. Within ninety (90) days of the execution of this Agreement, the University will issue to University academic administrators and Unit members, a statement clarifying that the standard for successful post tenure review is satisfactory performance. The statement will include a reminder that satisfactory performance is not the same standard as that applied in peer review for tenure and promotion.
  - 5. The peer committee’s recommendation shall be forwarded to the dean or appropriate academic administrator, who may ratify, or for compelling reasons, overturn the peer committee’s recommendation. In the event that the peer recommendation is overturned, the appropriate administrator shall inform the peer committee of the reasons of such action. The administrative review may also augment the peer committee’s recommendation in recognition of stellar performance, salary compression, and / or equity. Under no circumstances shall the amount of the augmentation exceed an additional 3.5% of the individual’s base salary.
    - a. For a period of 4 post tenure cycles starting with FY 18, UMS will allocate 1% of its 3.5% post tenure discretionary monies for minimizing or correcting salary compression and inversion. This 1% is to be calculated on an individual basis (e.g. 1% from the maximum 3.5% discretionary monies for that individual faculty member up for post tenure review). UMS may apply up to the full 3.5% discretionary monies to address compression.

Should UMS determine there is no salary compression or inversion the full 3.5% discretionary monies for the individual faculty member will be available for stellar performance and/or equity consistent with the existing post tenure compensation program. The total for post tenure increase, including monies for compression or inversion issues, shall not exceed 7%. The application of the 1% and the outcome of any individual or group salary compression or inversion analysis shall not be grievable.
  - 6. The exercise of academic judgment by either the peer committee or the academic administrator shall not be subject to the grievance procedure. Alleged violations of the procedures contained herein shall be subject to the grievance and arbitration provisions of the Agreement.

#### H. Direct Deposit:

Unit members are required to have paychecks directly deposited unless the employee indicates in writing that a special circumstance exists. In such instance, direct deposit will not be required.

## Article 21 – Retirement and Insurances

A.1.a. Beginning April 15, 2020, employees may have access via loan or distribution due to hardship or disability/terminal illness to pre-tax employee contributions to the 403(b) plan. Such access will be governed by IRS regulations and the plan documents. Loans will be limited to the lesser of the amount allowed by the IRS (currently \$50,000) or 50% of the lienable amount in the plan. Disability/terminal illness for this purpose will be as defined by the plan documents.

5. The University shall continue the University of Maine System Retirement Plan for Faculty and Professional Employees for unit members. Contribution rates shall be as follows:

University share	10% of unit member's annual base salary
Unit member's share	4% of his/her annual base salary
Total	14% of unit member's annual base salary

a. Unit members with academic-year appointments who are participants in the Retirement Plan and who have been engaged by the University to perform additional University work other than teaching during the period between the end of one academic year and the commencement of the next academic year and to whom additional compensation equal to or exceeding two-ninths (2/9) of the unit member's annual base salary as of June 1 is to be paid may be eligible to participate in the retirement program. Contributions for the additional compensation for the covered work during the June 01 – August 31 period shall be the same percentages as the applicable retirement program.

b. Such contributions shall be made by and on behalf of only those eligible unit members who submit a written election for this option with the appropriate campus administrative office at least ten (10) work days prior to the payroll submission date of the month in which the work is to be performed.

B. Unit members participating in the plan as of June 30, 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.

C. 1. The University shall continue to make available to unit members a health insurance plan which is the equivalent to the plan in existence June 30, 2015, except as noted below or as amended in accordance with the provisions of this article. Unit members may choose to enroll themselves and their eligible dependents in this plan offered by the University. This shall not preclude consideration by the University of alternative equivalent health insurance systems during the term of this Agreement. The parties agree to continue to negotiate the introduction of an additional medical insurance plan option with the mutual intent that this option starts in plan year 2016. The parties shall discuss and work together on structuring this choice via discussions at the Employee Health Plan Task Force (EHPTF). The parties further agree that the Open Access Plus (OAP) Quality Incentive Passive plan shall no longer be offered effective with the plan year beginning January 1, 2016.

2. Unit members shall have deducted from their monthly pay for health coverage an amount calculated at the same employee premium share percentages, based on the rates in effect for each plan year subject to the provisions of D.

Normally starting no later than November 15 of each year, members of the bargaining unit may, on an annual basis, elect to enroll in available health plan option(s) under the University's group health insurance plan and relevant provisions. Any future plan design changes made under the provisions of D. or E. will be communicated in materials made available at open enrollment and will be considered as part of the provisions of this collective bargaining agreement.

3. Health Insurance Premium Rebate

a. If during the term of this Agreement, the UMS Group Health Plan continues to operate on a self-insured basis and the total aggregate premium amount for the two-year period January 1, 2011 through December 31, 2012 and each two year period thereafter exceeds the total aggregate costs paid to the insurer for the same period for claims and other expenses by equal to or exceeding 1%, unit members will receive a proportionate rebate of premiums paid based upon their level of coverage at the time the rebate is paid. The rebate will be paid no later than September 30, 2013 and each corresponding September in subsequent two year cycles.

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 or decreased proportionately.

4. Prescription Drug Plan – Effective February 1, 2014 (Subject to change per the provisions of D. and E.):
  - a. There shall be a four (4) tier plan per (30) day supply : \$5 for preferred generics, \$10.00 for *Tier 1* medications, \$25.00 for *Tier 2* medications and \$40.00 for *Tier 3* medications. Prescriptions shall be subject to step therapy to ensure use of the most safe, effective drugs.
  - b. A mail order option is available through the health plan administrator that provides for receiving a 90 day supply of medications for two (2) co-pays. In addition, the 90 day supply for two (2) co-pays may be obtained from local pharmacies who participate in the mail match program with the health plan administrator.
  - c. Maximum out of pocket expenses for prescription co-payments shall be \$1,300 for individuals and \$1,950 for families.
  - d. Routine modifications of the formulary will not constitute a violation of Article 21, C.1.
- D. 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:
  1. The Employee Health Plan Task Force (EHPTF) will continue as a Task Force appointed by the Chancellor with AFUM 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.
  2. Calculations of the health plan renewal percentage increase (decrease) will be based on actual claims experience through August, available in mid-September. A preliminary estimate of the renewal percentage will be available in July and will be updated in August and September with the most recent experience.
  3. 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.
  4. 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.
  5. If the health plan renewal increase is estimated to be greater than 4.5%, UMS and AFUM will meet to negotiate between July 15 and September 15 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.
  6. 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 15% of the total premium for unit members who qualify for the wellness incentive premium share or 25% for those who do not qualify for the wellness incentive premium share.
  7. 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.
  8. 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.

9. 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.
  10. 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. It is understood and agreed that the process of E. runs in conjunction with the requirements of D.
  11. 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.
- E. The parties agree that the health insurance plans available to unit members shall have a cost below that prescribed by the Patient Protection and Affordable Care Act excise tax level, otherwise known as the “Cadillac Tax”. If the actuarially projected rates for any level of coverage exceed the “Cadillac Tax” threshold in plan year 2016 or 2017 then the process in E. shall occur. For calendar year 2018 and beyond, if the actuarially projected rates exceed the “Cadillac Tax” threshold as applicable to the University for that year then the process in E. shall occur. It is understood and agreed that the process of E. runs in conjunction with the requirements of D.
1. If the actuarially projected costs for any level of coverage exceed the “Cadillac Tax” threshold the parties shall meet to negotiate what plan changes shall be made to achieve an actuarially projected cost below the “Cadillac Tax” threshold.
  2. The parties will meet to negotiate under the provisions of E. between July 15 and September 5.
  6. If the parties are unable to reach agreement on plan changes that reduce the actuarially projected cost below the “Cadillac Tax” threshold by September 5, they shall submit their respective last offers and statement of position in the form of a brief to a pre-selected neutral arbitrator who shall have 15 days to provide the parties a binding decision of what plan changes shall be made to bring the projected cost below the “Cadillac Tax” threshold.
  4. The arbitrator shall be the same for any union representing UMS employees in similar proceedings. The arbitrator must render a decision which recognizes that UMS administers similar benefits to all UMS employees. The arbitrator's decision shall be final and binding and shall not be constrained in any way other than the requirement of reaching a premium level below the Cadillac Tax.
- F. The University and the Association agree to work together to carry out the recommendations of the Employee Health Plan Task Force submitted to the Chancellor on June 6, 2011, including the following actions:
1. Quality, Cost and Payment Reform:  
The UMS Group Health Plan will be modified effective 2/1/2014.
    - a. Implement quality and cost tiered network for hospitals and quality tiered network for primary care providers (PCP's).Unit members will be required to select a PCP regardless of the plan in which they participate.
  2. Plan design changes:  
The plan design changes in Appendix L will be incorporated in the UMS Group Health Plan effective on the date of execution of this Agreement. Future plan design changes made under the provisions of C.1, D, or E will be communicated in materials made available at open enrollment and will be considered as part of the provisions of this collective bargaining agreement.
  3. Health improvement:
    - a. The parties will work together to achieve a goal of 85% participation in Rise UP (first year target of 78%) and in wellness and care management strategies.
    - b. **Effective 1/1/14 the following wellness incentive program applies to the UMS Group Health Plan:**

- i. A wellness incentive premium share shall be applicable to all unit members who complete the requirements of Level 1 of the wellness incentive program. All references to the wellness incentive premium share in this Article refer to section E.3.b.ii below.
  - ii. Full-time, regular unit members who complete the Level 1 wellness incentive program as described **in Section E.3.g** below will pay an average of 10% of the total health plan premium applicable to their coverage level.
  - iii. Unit members who do not qualify for the wellness incentive premium shall pay premiums as described in section D.3.b iv. below. All references to the non-incentive premium share in this Article refer to section D.3.b.iv below.
  - iv. Full-time unit members who do not to complete Level 1 will pay an average of 20% of the health plan premium applicable to their coverage level until the Level 1 wellness incentive program is completed.
- c. Unit members and spouses or domestic partners who are included in the unit member's coverage must complete the requirements of Level 1 in each calendar year for the unit member to be eligible for the wellness incentive premium share.

Once the unit member qualifies for the wellness incentive premium share, that share will begin in the month following the date on which the unit member qualifies and continue until March 31 of the following calendar year. The unit member may complete Level 1 for the new year prior to March 31 and continue the wellness incentive premium share. If Level 1 is not completed, unit members will pay the non-incentive premium share until the Level 1 wellness incentive program is completed.

- d. Unit members initially employed on or after 1/1/14 (Date subject to implementation schedule) will pay the wellness incentive premium share for the first ninety (90) days of employment. To remain qualified for the wellness incentive premium share, a unit member and his/her spouse or domestic partner must complete Level 1 of the wellness incentive program outlined in Section D.3.g within the first ninety (90) days of employment. If a unit member and his/her spouse or domestic partner have not completed Level 1 of the wellness incentive program within the first ninety (90) days of employment, his/her premium share shall be the non-incentive premium share.
- e. Unit members who participate in Level 2 of the wellness incentive program as described in sub-section g. 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.
- f. Wellness Program Requirements

**Level 1(Deadline = March 31 of any plan year) –**

- i. Unit member, spouse or domestic partner will need to obtain 21 Level 1 Activity Points by:
  - Downloading and completing the Healthy Habits questionnaire, and meet with a Provant onsite or telephonic health coach (20 points), OR
  - Receive a Preventive Health Screening between April of the prior year and March of the current plan year (10 points) AND accumulate 10 Level 1 activities from the Health Activity List.
  - 1 additional point shall be awarded for completing either of the above options.

\*NOTE the lead negotiators agree that this language will be updated for final contract posting / reproduction to reflect wellness adjustments occurring for plan year 2016 which involve the removal of points and other modifications reviewed with EHPTF and incorporated in open enrollment materials

**Level 2 –Requirements in addition to completing Level 1(Deadline = November 30 of any plan year)**

- i. 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
- ii. by the qualifying date participate in a designated coaching program.
  - a. Complete your individualized coaching plan with a Provant coach (onsite or telephonic) OR

- b. Complete Cigna's Lifestyle Management, Healthy Babies maternity program or Disease Management
- g. 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:
  - o 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.
  - o Smoke/tobacco free campuses (with a commitment to enforcement) that are linked to smoking cessation programs.
  - o Strategies in dining facility and vending machine operations to reduce unhealthy options and encourage healthy food choices.
  - o 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)
- h. For each fiscal year of this agreement, each unit member will receive a voucher for free use of campus fitness facilities by the unit member and immediate family, subject to facility rules such as age limitations. The voucher will be for up to thirty-two (32) visits per year and may be used at any university.
- 4. The University and the Association 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.
- G. The University will maintain for unit members the existing or equivalent group basic life insurance, travel insurance, accidental death and dismemberment insurance and long-term disability insurance. Any increases in premium costs in the above insurance shall be the responsibility of the University.
  - 1. Effective with the plan year beginning January 1, 2016 long-term disability coverage will be modified to limit mental/nervous, substance abuse, and non-verifiable conditions to 36 months of coverage.
  - 2. Effective upon execution of the agreement UMS will:
    - a. discontinue providing the employer and employee 403b contributions for employees on long-term disability leave.
    - b. UMS healthcare shall continue for a period of 24 months for those employees on long-term disability leave, subject to employee contributions.
    - c. UMS shall discontinue all past sick leave practices under the long-term disability program. The parties agree employee leave benefits are those specifically identified and provided for under the terms of this collective bargaining agreement subject to any requirements of state and or federal law.
- H.
  - 1. Existing retirement plans other than the University of Maine System Retirement Plan for Faculty and Professional Employees in which the University participates shall be continued for covered unit members, so long as such plans permit participation by the University. The University agrees to advertise and educate unit members about the benefits provided for under the Short Term Disability Plan.
  - 2. Existing health insurance plans other than the plan referred to in Section C, in which the University participates shall be continued for covered unit members, so long as such plans permit participation by the University.
  - 3.
    - a. Effective January 1, 2010, the University shall implement the following contribution rate for unit members in the Federal Civil Service Retirement System who have elected TIAA-CREF participation:
 

University Share	9.2% of the annual base salary
Unit Member Share	4% of the annual base salary
Total	13.2% of the annual base salary
    - b. The University and AFUM agree to review the retirement plans at the time of each contract negotiations. If the contribution rates for the CSRS plan, UMS plan or Social Security have changed, the parties shall consider whether the 9.2% contribution rate should be adjusted for continued equity between the plans.
- I. The University of Maine System Retirement Plan for Faculty and Professional Employees shall consist of a single

record keeper whose rules of participation have been mutually agreed upon by the parties.

- J. The Partial/Phased Retirement Program (PPRP) described in Appendix J shall remain in effect.
- K. 1. Unit members initially employed prior to July 1, 1996, who participate in the University of Maine System Retirement Plan for Faculty and Professional Employees, or who are eligible to take normal retirement under the Maine State Retirement System, and who are at least fifty-five (55) years of age and who have at least ten (10) years of continuous, regular service are eligible for the retirement benefits specified below. Unit members on leave of absence are eligible so long as they meet all other eligibility requirements.
- 2. Upon retirement, the unit member shall be eligible to receive a lump sum contribution to the basic retirement plan. The lump sum shall be equal to one and one-half per cent (1.5%) of the unit member's final base salary for each completed year of continuous regular University service up to a maximum of twenty-seven (27) years of service.
- 3. The lump sum described above shall be deposited in the unit member's basic retirement account up to the maximum amount determined by regulations of the Internal Revenue Service. Any remaining amount shall be deposited in the unit member's basic retirement account in the next January following the date of retirement up to the maximum determined by IRS regulations.
- 4. Employees who retire under these provisions shall be eligible for health insurance continuation in accordance with University policy for retirees.
- L. 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 subject to appropriate taxation as determined by the IRS. Registration of a domestic partner shall be in accordance with university policy.
- M. Effective January 1, 2007, the University will provide a dental plan. The University will pay 100% of the premium for the full-time regular employee. The employee may enroll eligible dependents by paying the difference between the plan cost for an employee and the cost for the coverage desired.
- N. The University shall make available a short-term income protection plan for unit members to purchase on a voluntary basis at their expense.
- O. Effective September 1, 2017 the parties understand UMS will amend the existing University retiree policy to reflect that individual health premiums for all Medicare eligible unit members retiring on or after that date or when they become Medicare eligible in retirement for the Unit member's own coverage will be a single contribution rate of 20%. Nothing in this understanding impacts the spouse/domestic partner contribution rate.

## **Article 22 – Tuition Waiver**

- A. The University shall maintain a space available tuition waiver program. When space is available, unit members and former unit members of emeritus status may enroll in a course on a tuition-free basis 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 individuals;
  - 2. Participating individuals must meet any course prerequisites;
  - 3. All fees other than tuition shall be paid by the participating individuals as a condition of enrollment;
  - 4. Participating individuals may enroll in a maximum of two courses per semester or summer session, not to exceed four (4) credit hours per course. The following shall apply when a unit member is required to concurrently enroll 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 either the four (4) or 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. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings except those identified in advance by the campus;

5. Minimum enrollment requirements, established by any campus as a necessary condition for offering a course, shall not count these interested participants toward the number of students required to guarantee the offering of such course.
  6. Effective July 1, 2016 a unit member receiving tuition waiver benefits under the provisions of this Article shall have the unified fee waived for tuition waiver covered course(s).
- A. 1. a. The spouse or dependent children of unit members shall be eligible for a waiver of one-half (1/2) tuition, provided that the spouse or dependent child is attending the University of Maine System as a full-time undergraduate student. Dependents of unit members who are part-time undergraduate students shall be eligible for a waiver of one-half (1/2) tuition, provided that the part-time student is matriculated and that there is space available in the course(s).
- b. Eligibility for graduate students for this waiver of one half tuition also requires matriculation in a degree program, that there is space available, and extends only to courses taken as a part of an approved program of study
- c. For Summer Session courses which are self-supporting, students who are receiving half-tuition waivers shall be counted as one-half toward the minimum course enrollment. This waiver does not apply to mini-courses or other non-semester or non-credit course offerings.
- d. In the event of the retirement, retrenchment, or death of a unit member, his or her spouse or dependent children who are enrolled students or become enrolled students within 4 years of the event shall maintain eligibility as long as they maintain continuous enrollment as matriculated students or until they complete the requirements for a degree.
2. In no event shall tuition waivers granted under this Article exceed one-half (1/2) tuition for the spouse or each eligible child of a unit member.
3. Non-matriculated dependents may take summer or winter term courses with a 50% tuition waiver. Eligibility is on a space available basis. Non-matriculated dependents need not be counted toward minimum enrollment requirements for a course to be offered and proceed as scheduled. This provision in no way alters any University requirements which may otherwise exist for non-matriculated students to be eligible for enrollment in courses.
- C. Dependents and spouses of employees called to active military duty shall be eligible to participate in the tuition waiver program described above.
- D. The dependents of employees, who retire during the life of this Agreement and who have 20 (twenty) or more years of University service, shall be eligible to participate in the tuition waiver programs as described above.
- E. During the term of this agreement the parties will establish a joint committee to study the tuition waiver program and practices related to charging fees.

## **Article 23 – Use of Personal Automobile**

- A. Effective upon the execution date of this Agreement, unit members who use their personal automobile for assigned non-campus University business shall receive reimbursement by the University as follows:
1. For the first 8,000 miles in the fiscal year, the unit member will receive mileage payments equal to the rate paid by the State of Maine.
  2. For all miles in excess of 8,000 the unit member shall receive the rate approved by the Internal Revenue Service.
  3. For the life of this agreement, unit members may receive reimbursement of an additional five cents (5¢) per mile if they use their personal vehicle to carpool with other employees(s). The unit member claiming the additional reimbursement shall be required to certify in writing the names of passenger(s).
  3. The University shall take steps to publicize and make unit members aware of the carpool options.
- B. Parking fees shall not exceed the following amounts:

<u>UM</u>	<u>USM</u>	<u>UMPI</u>
\$35	\$35	\$10



Funds collected shall be utilized for the support of the parking program. Fees at other campuses shall remain unchanged. If during the term of this Agreement any University receives a recommendation to increase parking fees, written notice will be provided to AFUM. If AFUM chooses to negotiate this matter, it shall provide a written request.

## **Article 24 – Outside Employment**

- A. "Outside employment" shall mean any private practice, private consulting, additional teaching or research, or other professional activity which is not part of the unit member's assigned duties and for which no compensation is paid by or through the University.
- B. It is the responsibility of unit members to perform fully their teaching, research, and University and public service responsibilities. Unit members' service is not measured in a fixed number of hours per week. The unit member is expected to devote as much time as necessary to fulfill his or her responsibilities.
- C. Any unit member who proposes to engage in any outside compensated professional employment which the unit member should reasonably conclude may create a conflict of interest, under the University of Maine System Conflict of Interest Policy, shall report to the unit member's supervisor, in writing, the details of such proposed employment prior to engaging therein.
- D. In the event that University resources are to be used, prior arrangements shall be made with an appropriate administrative officer for reimbursement at an appropriate rate.
- E. A new written report shall be submitted for outside employment previously reported at:
  - (1) the beginning of each academic year for outside employment of a continuing nature; and
  - (2) such time as there is a significant change in the outside employment (nature, extent, funding, etc.).
- F. Any outside employment which falls under the provisions of this Article and in which the employee is currently engaged but has not previously reported, shall be reported within 60 days of the execution of this Agreement and shall conform to the provisions of this Article.
- G. In the event the proposed outside employment is determined to constitute a conflict of interest and the unit member disagrees with that determination, the unit member may file a grievance under the grievance procedure contained in Article 15 directly to step 3.
- H. A unit member who has failed to report pursuant to Section C may not engage in such outside employment pending a resolution of the matter pursuant to Section G.
- I. No unit member shall claim to be an official University representative in connection with outside employment unless so authorized by the Chancellor or the chief campus administrative officer or the designee(s) of those individuals.
- J. The reporting provisions of this section shall not apply to employment performed wholly during a period in which the unit member has no appointment with the University.

## **Article 25 – Bargaining Unit Work**

- A. Bargaining unit work includes such activities as are described in Articles 10.B and 11.C.1. These responsibilities are fulfilled in major part by unit members.
- B. It is the intention of the parties that bargaining unit work be performed by unit members. However, the responsibilities stated above, as in any other academic institution, are also fulfilled by non-unit members.
- C. A variety of research, specialized advising, public service and teaching that has not been traditionally performed by unit members may be determined to constitute part of regular workload or overload as provided in Article 11.
- D. Undergraduate students shall not assume regular classroom teaching responsibilities.
- E. Where non-unit members have teaching responsibilities, evaluation of teaching performance shall be in accordance with the procedures established in this Agreement.
- F. Overload courses within their department, division or other appropriate unit shall be offered to qualified unit members. The distribution of such courses shall be in an equitable manner.

- G. Unit members shall be informed of summer session and mini-session course opportunities within their department, division or other appropriate unit. Current practice regarding the assignments of these courses within the department, division or other appropriate unit shall be continued.
- H. Departments, division or other appropriate units identified in the report of the Committee on Bargaining Unit Work dated July 24, 1985 which use non-unit members for more than 35% of current teaching contracts shall not increase this proportion except in the case of unusual circumstances with notice to the Association.

## **Article 26 – Office Space and Equipment**

Unit members shall be provided office space. The University will try to provide individual offices; however, if an office must be shared, arrangements will be made to facilitate privacy. The desirability of providing each unit member with reasonably secure office space, with access to office equipment, secretarial services and a telephone is recognized.

UMS is agreeable to confirming availability of private space to hold confidential student meetings. Such space may need to be pre-scheduled to the extent there may be competing demands for the space. Those meetings which have an impact on students shall have scheduling priority.

UMS agrees that faculty shall be issued computing devices upon hire. UMS will provide a computing device for day-to-day faculty responsibilities, consistent with the faculty member's discipline, job duties, and University mission. Any disputes over the contract provision related to computing devices shall be the subject of a meet and discuss between the parties and shall not be grievable.

## **Article 27 – Non-Discrimination**

The University and the Association 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, veteran's status or membership or non-membership in the Association.

## **Article 28 – No Strike or Lockout**

The Board and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of law in this regard will not be violated. The Board agrees it will not lockout any or all unit members during the term of this Agreement. The Association agrees on behalf of itself and unit members that there shall be no strikes, slow-downs or interference with the normal operation of the University during the term of this Agreement.

## **Article 29 – Separability**

In the event that any provision of this Agreement is found to be inconsistent with existing state or federal law, the provisions of such state, or federal law shall prevail and, if any provision herein is finally determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect. Negotiation on the provision(s) found invalid shall commence within thirty (30) days of a request of either party.

## **Article 30 – Safety and Health**

- A. The employer recognizes a responsibility to provide an environment intended to protect the health and security of employees as they carry out their responsibilities. All Unit members will abide by University safety regulations and will use appropriate safety equipment and protective clothing required and provided by the University.
- B. On those campuses where the health center has a health professional in attendance, said facility shall be available for emergency assessment and first aid for injuries occurring to unit members while at work.
- C. Each campus shall establish and publicize a telephone number for use by unit members in the event of an emergency, and designate available telephones for such use.
- D. Each campus shall establish a committee to address health, safety and security issues for that campus.

- E. Each campus shall designate an administrator who shall be responsible for the health, safety and security issues on that campus, and for publicizing that campus's emergency procedures.
- F. Any faculty member who in the performance of his/her job is the recipient of a threat of bodily harm by a student, member of the public, or faculty or staff, shall immediately report the incident to his or her supervisor and to appropriate law enforcement officials as necessary. The faculty member who is threatened may require the threatening person to leave the classroom or office.
- G. 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 a designated campus Association representative prior to the establishment of a new policy and/or a change in a current campus-wide smoking policy. Such policies shall not conflict with state laws or regulations.

### **Article 31 – Program Transfer**

- A. In the event that a program to which unit members are assigned is eliminated or suspended at one site and transferred to another site which requires the relocation by a participating unit member of more than fifty (50) miles, such unit members who relocate with the program shall be reimbursed for actual, reasonable and necessary household moving expenses.
- B. The University shall provide advance notice at the time such program transfers are anticipated for the purpose of discussing the proposed action.
- C. If less than one hundred twenty (120) days' notice of a program transfer is provided, the University shall reimburse a participating unit member for actual, reasonable and necessary temporary housing expenses for a number of days not exceeding the difference between one hundred twenty days and the actual notice in days.

### **Article 32 – Program Elimination**

The Association shall be notified in writing of any proposed elimination or suspension of a program to which unit members are assigned at the time a Program Elimination Procedure is initiated. The Association shall have the opportunity to meet and discuss with the campus administration prior to completion of an impact study.

### **Article 33 – Conditions of Agreement**

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

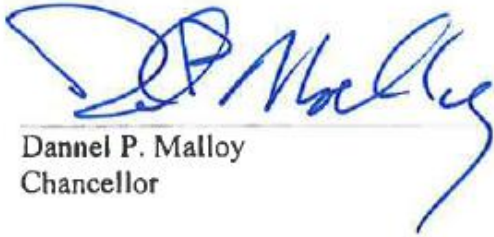
- A. The tentative Agreement is approved by the Board of Trustees of the University of Maine System.
- B. The tentative Agreement is ratified by the bargaining unit membership of the Associated Faculties of the University of Maine System, MEA/NEA.

## Article 34 – Term of Agreement

- A. The provisions of this Agreement shall be effective as of July 1, 2019, unless otherwise specified herein, and shall continue in full force and effect until and including June 30, 2021.
- B. 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.
- C. 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.

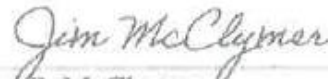
In witness whereof, the parties hereto have caused this Agreement to be executed as of August 12, 2020.

For the University of Maine System



Dannel P. Malloy  
Chancellor

For the Associated Faculties of the  
University of Maine System, MEA/NEA



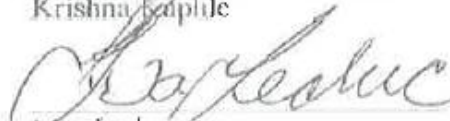
James P. McClymer  
President



Christopher Bates



Krishna Kapile



Lisa Leduc



Lydia Savage



Sherrie Sprangers

## Appendix A – Faculty Grievance Form – Step 1

### University of Maine System

#### Faculty Grievance Form – Step 1

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Campus: \_\_\_\_UMA \_\_\_\_UMF \_\_\_\_UMFK \_\_\_\_UMM \_\_\_\_UM \_\_\_\_USM \_\_\_\_UMPI \_\_\_\_US/SMS

College / Division: \_\_\_\_\_ Department: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Provision of Agreement violated: Article(s) & Section(s): \_\_\_\_\_

Statement of grievance (*including date of acts or omissions complained of*):

Redress sought:

I will be represented in this grievance by (*check one*):

AFUM \_\_\_\_\_ Myself or Personal Representative \_\_\_\_\_

AFUM grievance representative's signature: \_\_\_\_\_

(*If AFUM is representing the grievant, an AFUM grievance representative must sign here*)

This grievance was filed with the Office of: \_\_\_\_\_ on: \_\_\_\_\_  
(*Date*)

By (*check one*): Mail \_\_\_\_\_ Personal Delivery \_\_\_\_\_

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

---

Date Received: \_\_\_\_\_ By: \_\_\_\_\_ Grievance #: \_\_\_\_\_

Distribution of Step 1 Grievance Form:

**Original**  
Administrator

**1<sup>st</sup> Copy**  
Campus Grievance File

**2<sup>nd</sup> Copy**  
Campus Grievance Person  
Or AFUM (Bangor)

## Appendix B – Faculty Grievance Decision Review Form

### University of Maine System Faculty Grievance Decision Review Form

Date: \_\_\_\_\_

To: \_\_\_\_\_

I hereby request that a Step \_\_\_\_\_ review of the attached decision be made in connection with the attached grievance because:

I received the decision on \_\_\_\_\_ and filed this request for review at Step \_\_\_\_\_ with the office of \_\_\_\_\_ on \_\_\_\_\_ by (check one):

Mail \_\_\_\_\_ Personal Delivery \_\_\_\_\_

AFUM grievance representative's signature:

\_\_\_\_\_  
(if AFUM is representing the grievant, or, if a Step 4 grievance, an AFUM representative must sign)

\_\_\_\_\_  
Name of Grievant

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

Date Received: \_\_\_\_\_ By: \_\_\_\_\_ Grievance #: \_\_\_\_\_

#### **Distribution**

Step 2

Step 3

Step 4

#### **Original**

Administrator

Chief Administrative  
Officer or Designee

Chancellor

#### **1<sup>st</sup> Copy**

Campus Grievance File

Campus Grievance File

Campus Grievance File

#### **2<sup>nd</sup> Copy**

Campus Grievance Person or  
AFUM (Bangor)

Campus Grievance Person or  
AFUM (Bangor)

AFUM (Bangor)

## Appendix C

### Associated Faculties of the University of Maine System Overload compensation Schedule

FY2020

For courses commencing with the Fall Semester 2019

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	1,677	3,354	5,031	6,708	838	100
Associate Professor	1,441	2,882	4,323	5,764	720	83
Assistant Professor	1,237	2,474	3,711	4,948	619	81
Instructor	1,004	2,008	3,012	4,016	501	74
Lecturer I*	1,004	2,008	3,012	4,016	501	74
Lecturer II**	1,201	2,402	3,603	4,804	601	81
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	6-10 years previous college teaching or equivalent experience					
***Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 2.25% increase from FY2020 to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						

## Appendix C

### Associated Faculties of the University of Maine System Overload compensation Schedule

FY2020

For courses commencing with the Spring Semester 2020

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	1,690	3,380	5,070	6,760	844	101
Associate Professor	1,452	2,904	4,356	5,808	725	84
Assistant Professor	1,246	2,492	3,738	4,984	623	82
Instructor	1,012	2,024	3,036	4,048	505	75
Lecturer I*	1,012	2,024	3,036	4,048	505	75
Lecturer II**	1,210	2,420	3,630	4,840	605	82
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	6-10 years previous college teaching or equivalent experience					
***Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 0.75% increase from FY2020 to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						

**Appendix C**  
Associated Faculties of the University of Maine System  
Overload compensation Schedule  
**FY2021**

**For courses commencing with the Fall Semester 2020**

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	1,728	3,456	5,184	6,912	863	103
Associate Professor	1,485	2,970	4,455	5,940	741	86
Assistant Professor	1,274	2,548	3,822	5,096	637	84
Instructor	1,035	2,070	3,105	4,140	516	77
Lecturer I*	1,035	2,070	3,105	4,140	516	77
Lecturer II**	1,237	2,474	3,711	4,948	619	84
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	6-10 years previous college teaching or equivalent experience					
***Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 2.25% increase from FY2021 to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						

**Appendix C**  
Associated Faculties of the University of Maine System  
Overload compensation Schedule  
**FY2021**

**For courses commencing with the Spring Semester 2021**

Overload Compensation Schedule	Semester Hour Rate	Two Credit Hours	Three Credit Hours	Four Credit Hours	Lab Rate per hour in excess of credit hours	Short course or conference per hour
Professor	1,741	3,482	5,223	6,964	869	104
Associate Professor	1,496	2,992	4,488	5,984	747	87
Assistant Professor	1,284	2,568	3,852	5,136	642	85
Instructor	1,043	2,086	3,129	4,172	520	78
Lecturer I*	1,043	2,086	3,129	4,172	520	78
Lecturer II**	1,246	2,492	3,738	4,984	623	85
Lecturer III***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
* Lecturer I:	1-5 years previous college teaching or equivalent experience					
** Lecturer II:	6-10 years previous college teaching or equivalent experience					
***Lecturer III:	11 years or over - compensation negotiated					
Note: Includes 0.75% increase from FY2021 to the semester hour rate. Credit hour rate for two credit hours or more are based on the semester hour rate.						



## Appendix D – Non-Unit Chairpersons Governance Policy

### Non-Unit Chairpersons Governance Policy

#### University of Maine Policy on Department Chairpersons

The chief administrative officer of a department shall be known as chairperson.

**Term.** The term of the chairperson shall be three (3), four (4) or five (5) years as determined by the department. Normally a chairperson shall serve no more than two (2) consecutive terms. However, if a chairperson is appointed from outside the University, the first two (2) years shall be considered probationary. Early in the second year the dean shall request that the department vote whether or not to recommend extension of this appointment to the full term. The dean will notify the incumbent promptly of the department's recommendation. If the vote is affirmative, and if the department's recommendation is accepted by the president, the incumbent continues to serve out the full first term and may then stand for a second. If the affirmative recommendation of the department is not accepted by the president, or if the vote is negative, an immediate review shall be initiated using the procedures set forth in the section entitled **Selection**. If confirmed by this review process, the incumbent will serve out the remainder of the term.

**Selection.** Early in the final year of the chairperson's term, the dean of the college shall assume responsibility for establishing an **ad hoc** selection committee of no fewer than five (5) faculty members. The dean will chair this committee but will have no vote. In departments having three or more tenured faculty members, the faculty of the department shall elect to the committee three (3) members, at least two (2) of whom shall be on tenure and shall notify the dean of the election. The dean will appoint from related disciplines two (2) members of the committee. In departments having fewer than three (3) tenured faculty members, the dean will, with the agreement of the departmental faculty, appoint the necessary number of committee members from related disciplines. Additional committee members, in excess of the five (5) specified above, may be appointed by the dean, provided the department faculty concurs as to both number and affiliation of additional persons. The committee will consider the merits of reappointing the incumbent chairperson and of seeking new candidates for the chairperson's position. If the committee decides to choose new candidates, it will 1) actively solicit applicants for the position, 2) review credentials of all applicants, 3) select those persons to be interviewed, 4) participate in interviews, 5) insure that persons interviewed are given an opportunity to meet with faculty members of the department, and 6) recommend the candidates considered most suitable for the position. At a departmental faculty meeting called expressly for the purpose, the committee will meet with the faculty of the department to announce its tentative recommendations. The committee will invite from the faculty expressions concerning its recommendations. Following this departmental faculty meeting, the committee will make its final decision and notify the dean and the faculty of the department of its nomination. The dean will then either recommend the appointment of the nominee or veto the committee choice. Should he or she elect the latter course and the committee not propose an acceptable alternate, the matter shall be referred to a committee consisting of the vice president for academic affairs, the dean, and a representative of the department selected by the department. This committee shall take such action as is necessary. The college may substitute other procedures to accomplish the basic purposes of this section by a majority vote of that faculty.

### Functions of the Chairperson

Sitting as the committee of the whole, all full-time departmental members shall determine the academic philosophy of a department and the broad outline of the curriculum needed to implement that philosophy. The chairperson shall be responsible for the general conduct of departmental affairs, and shall have authority for all decisions concerning such affairs. The chairperson shall be advised by a Policy Advisory Committee organized as determined by the tenured members and in such a manner as to reflect the special characteristics of the department. The Policy Advisory Committee shall be chaired by the chairperson. The Policy Advisory Committee shall be concerned with all matters concerning appointments and non-appointments, promotions and tenure, resource allocation, and all other matters relative to the successful implementation of the department's educational and scholarly objectives. Should the Policy Advisory Committee feel that its advice and

judgment are not given adequate hearing by the chairperson, it shall have the right to bring the matter to the attention of the appropriate dean and academic vice president. The department may organize such other committees as it shall deem necessary.

### **Selection of Department Chairpersons In the College of Engineering and Science**

Early in the final year of a chairperson's term, the dean of the College shall meet individually with all members of the department to discuss and consider the merits of re-appointment of the incumbent chairperson. The dean shall then meet with the department, the incumbent chairperson excepted, to present his/her evaluation for their criticism and discussion. After this meeting, the dean shall notify first the incumbent chairperson and then the department of his/her decision to re-appoint or not to re-appoint. If members of a department are not satisfied with the dean's decision, they should refer the matter to the vice president for academic affairs. If the decision is not to reappoint, the dean shall establish a selection committee consisting of five (5) faculty members and the dean as chairperson. In departments having three (3) or more tenured faculty members, the faculty of the department shall elect three (3) members to this committee, at least two (2) of whom shall be on tenure, and shall notify the dean of the selection. The dean will appoint two (2) members of the committee from related disciplines. Additional committee members, in excess of the five (5) specified above, may be appointed by the dean, provided the department faculty concurs as to both number and affiliation of additional persons. The selection committee shall (1) actively solicit applicants for the position from within the University and from the outside; (2) review credentials of all applicants; (3) select those persons to be interviewed; (4) participate in interviews; (5) insure that persons interviewed are given an opportunity to meet with faculty members of the department; and (6) recommend the candidate(s) considered most suitable for the position. At a departmental faculty meeting called expressly for the purpose, the committee will meet with the faculty of the department to announce its tentative recommendation(s). The committee will invite from the faculty expressions concerning its recommendations. Following this departmental faculty meeting, the dean will make his/her decision and notify the faculty of the department of his/her recommendations. Should the recommendation be not acceptable to members of a department, they should refer the matter to the vice president for academic affairs.

### **University of Maine at Farmington Procedures for Selection and Nomination of Department Chairs**

1. The term of the Chair of a Department shall be three (3) years. An incumbent Chair may be re-nominated by his or her Department; however, a Chair may not serve for more than six (6) consecutive years.
2. The Chair of a Department shall be a faculty member of that Department. In the event that the position of Chair is to be filled from outside the campus, the normal faculty appointment procedures shall be followed prior to the nomination of the Chair. All full-time faculty members of the Department shall be eligible to stand for the position of Chair.
3. In the event that the Chair is appointed from outside the campus, the first three (3) semesters of his or her appointment as Chair shall be considered probationary. Early in the third semester, the President shall request that the Department vote whether or not to extend this appointment to the full term. If the vote is affirmative, and if the President accepts the Department's vote, the incumbent may continue to serve out the full term, and may then stand for a second. If the affirmative vote is not accepted by the President, or if the vote is negative, the Department shall hold a new election, and a new Chair shall be appointed (according to the procedures outlined in this document) at the beginning of the following semester.
4. All full-time faculty members of the Department shall be eligible to vote in the election of a nominee for Chair. These full-time faculty members shall determine if any additional full-time members of the Department shall be eligible to vote. The actual voting procedures shall be left to the discretion of the individual Departments.
5. After the election, the name of the Department's nominee shall be forwarded to the President or his/her designee for appointment.
6. Should there be any question concerning the Department's choice, the President or his/her designee shall

meet with the Department faculty to discuss the matter. This meeting shall take place prior to any formal action.

7. Should the President or his/her designee reject the Department's nominee, the Department shall conduct a second election.
8. Should the President or his/her designee reject the Department's nominee following the second election, the President shall appoint a faculty member from the Department to fill the position of Chair on an acting basis for a period of one (1) year.
9. The position of Chair may be filled yearly on an acting basis until the President or his/her designee appoints a Chair nominated by the Department. However, an appointed Acting Chair may not succeed himself or herself unless nominated for a three (3) year term by the faculty of the Department.

### **Evaluation of Academic Administrators**

Faculty representatives by campus shall be provided the opportunity to be involved in the evaluation of academic administrators. The specifics of the academic administrators' evaluation process shall reside with the individual campus.

## Appendix E – Coaches – University of Maine and University of Southern Maine

### **Coaches - University of Maine and University of Southern Maine**

Lecturers who are employed as head or assistant coaches of major sports at the University of Maine and University of Southern Maine are excluded from the bargaining unit in accordance with previous agreements. The sports designated as major are:

Baseball	Ice Hockey (men and women)
Basketball (men and women)	Soccer (men and women)
Field Hockey	Softball
Football	Volleyball (women)

## Appendix F – Typology of Relevant Instructional Modalities

### Typology of Relevant Instructional Modalities

The following identifies relevant instructional modalities most commonly used by the University of Maine System in March, 1999, when the joint distance education committee conducted its review.

- |                     |  |
|---------------------|--|
| 1) Regular ITFS*    | More than 50% of the contact hours are through synchronous ITFS transmissions.   |
| 2) Enhanced ITFS    | Regular ITFS enhanced with web-based computer conferencing or the equivalent; e-mail is not enough.  |
| 3) TV Plus          | 50% or fewer of the contact hours are through synchronous ITFS broadcasts. Courses are supplemented with a combination of one or more of the following: on-campus visits, pre-produced video tapes, computer conferencing, telephone conferencing, e-mail, list-serves, etc. |
| 4) Compressed Video | 2-way audio and video interactive; available at campuses only.   |
| 5) Fiber            | 1-way or 2-way video and audio, available at campuses only.  |
| 6) Course in a Box  | Videotape-based asynchronous course; may be supplemented with computer conferencing, e-mail, etc.  |
| 7) Web-Based        | Web-based asynchronous courses.  |
| 8) Enhanced On-Site | “Regular” on-site course, enhanced with computer conferencing and other web activities other than e-mail and list-serves.  |

\*ITFS - Instructional Television Fixed Service microwave channel

## **Appendix G – Appointment Salary**

### **Appointment Salary**

It is recommended that each campus put in place the following review process for appointments to tenure track faculty positions. The review process is intended to add a stronger review for search and salary equity concerns before an appointment is made in order to avoid unintended inequities which may occur in setting initial salaries.

Each university in the System will specify the details regarding who is responsible for conducting the review and how the review will occur. The following key elements should be included in each procedure.

1. The administrator responsible for faculty hiring (referred to below as Dean/VP/Provost) will set a salary range for the position at the time the search is approved. The salary range will go forward as part of the approval process for the search though it will not usually be included in vacancy announcements.
2. The Dean/VP/Provost will consult with Equal Employment Opportunity/Human Resources before making a tentative offer to a candidate in order to review the search and the recommended salary, for any indication of any kind of illegal discrimination. This review must be conducted in a time frame which does not jeopardize the ability to hire the selected candidate.
3. Equal Employment Opportunity/Human Resources will review and sign off on the appointment before it is officially extended.
4. Annually the Dean/VP/Provost and Equal Employment Opportunity/Human Resources will conduct a review of hiring salaries for equity considerations.

## Appendix H Appointment – Reappointment Schedule

## Appendix H – Appointment-Reappointment Schedule

Reappointment / Non-Reappoint. 1 <sup>st</sup> Year Probationary Appointment	<p>* <b>12/15</b> Peer Committee Notified and Instructed</p> <p>* <b>01/15</b> Peer Committee Forwards Recommendation</p> <p>* <b>01/22</b> Deadline for Unit Member Response</p> <p><b>02/29</b> Chair Forwards Recommendation</p> <p><b>03/05</b> Dean Forwards Recommendation</p> <p><b>03/12</b> Provost Forwards Recommendation</p> <p>* By <b>03/31</b> Unit Member Notified by President</p>
Reappointment / Non-Reappoint. 2 <sup>nd</sup> Year Probationary Appointment	<p>* <b>09/15</b> Peer Committee Notified and Instructed</p> <p>* <b>10/15</b> Peer Committee Forwards Recommendation</p> <p>* <b>10/22</b> Deadline for Unit Member Response</p> <p><b>10/29</b> Chair Forwards Recommendation</p> <p><b>11/12</b> Dean Forwards Recommendation</p> <p><b>11/30</b> Provost Forwards Recommendation</p> <p>* By <b>01/15</b> Unit Member Notified by President</p>
Reappointment / Non-Reappoint. 2 or More Years Probationary Appointment	<p>Member Response</p> <p>* <b>03/15</b> Peer Committee Notified and Instructed</p> <p>* <b>04/30</b> Peer Committee Forwards Recomm.</p> <p>* <b>05/07</b> Deadline for Unit</p> <p><b>05/14</b> Chair Forwards Recomm.</p> <p><b>05/29</b> Dean Forwards Recom. Recomm.</p> <p>* By <b>06/30</b> Unit Member</p> <p><b>06/11</b> Provost Forwards Notified by President</p>
Promotion, Tenure, and Continuing Contract	<p>* <b>09/15</b> Unit Member (less than 6<sup>th</sup> year) Requests Consideration</p> <p>* <b>09/25</b> Peer Committee Notified and Instructed</p> <p>* <b>11/10</b> Peer Committee Forwards Recommendation</p> <p>* <b>11/17</b> Deadline for Unit Member Response</p> <p><b>11/26</b> Chair Forwards Recommendation</p> <p><b>12/10</b> Dean Forwards Recommendation</p> <p><b>01/05</b> Provost Forwards Recommendation</p> <p>Upon Transmittal (<b>02/11</b> for tenure)</p> <p>And no later than * <b>02/28</b> Unit Member Notified of President's Decision</p> <p>Recommendation /</p>
Annual Peer Eval. (All Faculty except tenured Full and Assoc. Professors)	<p><b>03/15</b> Peer Committee Notified</p>
Outside Employment Notification	<p><b>09/15</b> Notification to Unit Members of Need to Report in Writing for Approval the Nature and Extent of Outside Employment (includes courses taught on other campuses) Prior to Undertaking Such Employment</p>
Personnel File Maintenance	<p><b>09/15</b> Reminder to Unit Members of Responsibility to Update Their Personnel File Annually</p>
Terms and Conditions Notification Article 7.E	<p>At the Time of Appointment and as Changes Occur</p>

\* - Date / deadline mandated by AFUM / UMS Collective Bargaining Agreement

11/16/06

## Appendix I – Intellectual Property Agreement

### UNIVERSITY OF MAINE SYSTEM / ASSOCIATED FACULTIES OF THE UNIVERSITY OF MAINE SYSTEM

#### INTELLECTUAL PROPERTY

The following text is the result of negotiations between AFUM and the University of Maine System and is to be included in the February 2, 2002 policy document entitled: “Statement of Policy Governing Patents and Copyrights.” It is to be included in Section VII *Disposition of Income* and is to be inserted as a new third paragraph to that section.

It is hereby agreed that:

For the first \$100,000 of cumulative net income the default minimum distribution shall be as follows:

50% to the faculty creator / inventor

50% to the University

For cumulative net income in excess of \$100,000 the default minimum distribution shall be as follows:

40% to the faculty creator / inventor

60% to the University

The above distributions shall serve as a general guideline or minimum default distribution of income, nothing precludes or prevents individual agreements being arrived at by members of the faculty and the University which exceed the distribution plan outlined above. In the event that an individual agreement is executed, AFUM, as the exclusive bargaining representative, shall receive a copy of such an agreement.

Any disputes which might arise under this policy, including disputes concerning the determination of what constitutes net income, shall be submitted to the University Intellectual Property Committee for final and binding resolution.

**Frank C. Gerry**

**8/22/02**

\_\_\_\_\_  
University of Maine System    Date

**Ronald A. Mosley, Jr.**                      **8/30/02**

\_\_\_\_\_  
President, Associated Faculties    Date  
of the University of Maine System

The complete text of this Policy may be found on the University of Maine System homepage at <http://www.maine.edu/policysc209.html>.



## Appendix J Partial / Phased Retirement Program

### Partial / Phased Retirement Program

#### A. Eligibility:

Faculty unit members are eligible to apply to participate in the Partial / Phased Retirement Program if either: (1) they are at least fifty-five (55) years of age and have at least ten continuous years of full-time regular University of Maine service; or (2) their age in years and length of continuous full-time regular University of Maine service in years totals seventy-five (75) or more years.

#### B. Application and Approval Procedures:

1. A faculty unit member who wishes to participate in the Partial / Phased Retirement Program must submit a written, individual application in accordance with applicable campus procedures.
2. Such applications shall be reviewed in accordance with campus administrative procedures. **If a negative recommendation is made at any level of approval, the application shall be forwarded to subsequent levels of review.** If it is not the Chief Administrative Officer's recommendation that an application be approved, the application will be forwarded to the Chancellor or his/her designee(s) for review. If it is the campus Chief Administrative Officer's recommendation that an application should be approved, a proposed agreement for participation, including workload and salary reduction terms, and other details applicable to the individual, shall be prepared in writing and signed by the unit member and campus Chief Administrative Officer. **A copy of all approved applications and agreements shall be forwarded to the Association.**
3. **The application form and agreement for participation are included in this appendix and available on the UMS benefits website at <https://mycampus.maine.edu/group/mycampus/forms>.**
4. Prior to the Chancellor or designee's disapproval of a pending application, the University shall provide the Association with a copy of each such application in a timely manner so that the Association may have an opportunity to consult with the unit member.
5. A unit member may request modification or withdrawal of his or her application at any time prior to final approval or disapproval of the proposed agreement.
6. Decisions regarding applications to participate in this program shall not be subject to the grievance procedure described in Article 15. Unit members whose applications for participation in the Partial / Phased Retirement Program are denied may appeal to an ad hoc review committee composed of two persons designated by the Association, two persons designated by the University and a fifth person selected by the other four committee members. All members of the committee shall be from the applicant's university. This committee shall expeditiously review the application and other relevant facts and circumstances and shall issue a final determination consistent with the terms of this memorandum.
7. After final approval of a proposed agreement, participation in the Partial / Phased Retirement Program shall be revocable only by mutual consent of the unit member and the University.
8. Requests to participate in the Partial Phased Retirement Program shall not be unreasonably denied when the request is for a mutually agreed upon duration (normally not to exceed three (3) years) and shall primarily entail teaching responsibilities where the participant's expertise contributes to the mission of the department, division, or other appropriate unit. Once approved, a participant may petition to amend the duration of the partial phased retirement prior to its expiration. In no case, once approved, will requests to return to full-time status be approved. Participation in the program may be extended by mutual agreement.

### C. Rights and Obligations of Program Participants:

1. The workload and salary reduction for each individual participant shall be specified in the individual's agreement for participation. To the extent possible the assignment will be as specified in the proposed work plan. However, specific course assignments shall be subject to the needs of the department, college and university in accordance with Article 11.
2. Employee benefits for participants shall be treated as follows:
  - a. Group term life insurance – Amount of insurance shall be based on the reduced salary. Allocation of premiums shall be unaffected by participation in the PPRP.
  - b. Group health insurance – Eligibility for coverage and allocation of premiums shall be unaffected by participation in the PPRP.
  - c. Faculty and Salaried Employees Retirement Plan eligibility for participation shall be unaffected by participation in the PPRP. Percentage contributions by the University and unit member shall be unaffected by participation in the PPRP and shall be based on the reduced salary.
  - d. Federal Retirement – Participation and contributions shall be maintained and /or modified in accordance with applicable Federal and / or State laws and / or regulations.
  - e. Long-Term Disability Insurance – Eligibility for participation shall be unaffected by participation in the PPRP. Benefit levels shall be based on the reduced salary.
  - f. Employee and Dependent Tuition Waiver – Eligibility and benefits shall be unaffected by participation in the PPRP.
  - g. Disability leave and annual leave – The rate of accruals shall be based on the reduced workload.
  - h. Other paid and unpaid leaves – Eligibility and conditions shall be unaffected by participation in the PPRP. Pay, in the case of paid leaves, shall be based on the reduced salary.
  - i. Tax-sheltered annuities – Eligibility shall be unaffected by participation in the PPRP, subject to applicable IRS criteria.
3. Unit members who on the commencement of their participation in the PPRP, have tenure, continuing contract or an appointment in the rank of Lecturer with at least six years of service shall retain their respective appointment status while participating in the PPRP.
4. Eligibility for any future salary increases which may be granted to members of the faculty unit shall be unaffected by participation in the PPRP.
5. Calculation of length of service prior to participation in the PPRP for retrenchment purposes shall be unaffected by participation in the PPRP. Additional service credit for retrenchment purposes for each year of participation in the PPRP shall be in proportion to the reduced workload.
6. Unit members who participate in the PPRP may at their option elect to receive their annuity or pension from TIAA-CREF or approved alternative vendors, or the Federal retirement system, whichever is applicable, subject to the following limitations:
  - a. Unit members who elect to receive their Federal retirement system annuity shall receive salary and annuity amounts subject to applicable laws and / or regulations.

7. Unit members who are within three years of the date of full retirement, who are working no more than 50% of full-time, and who have attained the age of 55 may also elect to receive cash distribution from TIAA-CREF or approved alternative vendors in accordance with the procedures and regulations of the Internal Revenue Service and the vendor.

D. General Provisions:

1. The “normal retirement age” shall remain age 65 for other purposes.
2. The PPRP shall be independent of the Incentive Retirement Plan described in Article 21, Section J. If a unit member in the PPRP elects to participate in the IRP, computation of the incentive shall be based on the reduced salary at the time of early retirement increased on a proportionate basis to a full-time salary for the individual.
3. Participation in the PPRP may extend beyond the age of 65.
4. In the event that any provision of this Memorandum is found to be inconsistent with existing State or Federal law, the provisions of such State or Federal law shall prevail and if any provision herein is finally determined to be invalid or unenforceable by a court or other authority having jurisdiction, such provision shall be considered void but all other provisions hereof shall remain in full force and effect. Negotiations on the provision found invalid shall commence within thirty (30) days of a request of either party.

**Application for PPRP**  
**University of Maine System**  
**Application for Partial / Phased Retirement Program**

1. Employee: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Campus: \_\_\_\_\_

2. Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Mo Day Year

3. Years of continuous full-time service at proposed date of Partial/Phased Retirement: \_\_\_\_\_

4. Proposed date of PPR: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Mo Day Year

5. Date of full retirement, if such is proposed: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Mo Day Year

6. For each year of planned participation in PPR indicate the proposed proportion of a full-time workload and salary: *(Continued on additional page if necessary)*

			Proportionate Salary (Based on Current Rate)
Year Beginning	_____	Proportion of Full-Time: _____%	\$ _____
Year Beginning	_____	Proportion of Full-Time: _____%	\$ _____
Year Beginning	_____	Proportion of Full-Time: _____%	\$ _____
Year Beginning	_____	Proportion of Full-Time: _____%	\$ _____
Year Beginning	_____	Proportion of Full-Time: _____%	\$ _____

7. Attach a specific workload plan for each year of PPR. (This should be developed in consultation with the peer committee and chairperson, dean or director.)

8. I hereby request partial/phased retirement in accordance with terms of the Partial/Phased Retirement Program and the information contained on the attached to this form.

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

Employee: \_\_\_\_\_

Campus: \_\_\_\_\_

Recommendations:

a) Department \_\_\_\_\_  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ *Peer Committee Chair* \_\_\_\_\_  
*Signature & Title* *Date*

b) Administrative \_\_\_\_\_  
Officers Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ *Dean / Director* \_\_\_\_\_  
*Signature & Title* *Date*

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ *Vice President / Provost* \_\_\_\_\_  
*Signature & Title* *Date*

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ *Signature & Title* \_\_\_\_\_  
*Date*

c) President: \_\_\_\_\_  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ *President's Signature* \_\_\_\_\_  
*Date*

d) Chancellor's \_\_\_\_\_  
Designee: Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ *Chancellor's Designee Signature* \_\_\_\_\_  
*Date*

**Agreement for PPRP**  
**University of Maine System**  
**AGREEMENT FOR PARTICIPATION**  
Partial / Phased Retirement Program

To be prepared by university HR office for appropriate signatures

This agreement, by and between the University of Maine System and \_\_\_\_\_,  
(employee's name) together with additional documents which are appended to or referenced in this agreement,  
shall constitute the terms for the employee's participation in the PPRP.

1. Participation in the PPRP shall commence on \_\_\_\_\_ (effective date) and shall conclude on \_\_\_\_\_ (expiration date) when the employee shall retire from the University of Maine System.
2. The workload during the period of participation in the PPRP shall be determined in accordance with applicable provisions of the collective bargaining agreement for:

*Please check one:*  
\_\_\_\_\_ the Associated Faculties of the University of Maine System; or  
\_\_\_\_\_ the Universities of Maine Professional Staff Association; or  
\_\_\_\_\_ the Non-Represented Faculty, Professional and Administrative Staff handbook.

This workload shall be considered to be \_\_\_\_\_% of the normal full-time workload.

*Effective date* \_\_\_\_\_ %

*Effective date* \_\_\_\_\_ %

*Effective date* \_\_\_\_\_ %

*If percentage of workload will vary at different times during the period of PPRP participation, state all dates and percentages.*

3. The employee's salary during the period of participation in the PPRP shall be proportionate to workload, except as the employee and the University of Maine System, in consideration of applicable retirement rules and regulations, have otherwise agreed herein (see attached). Annual salary on the effective date of the employee's participation in the program shall be \$\_\_\_\_\_, which shall be adjusted in accordance with applicable provisions of the collective bargaining agreement or handbook.
4. Other rights and privileges of the employee during his/her period of participation in the PPRP shall be maintained or established in accordance with the applicable terms of the collective bargaining agreement or handbook between the University of Maine System and the employee.
5. This agreement shall be effective upon approval by the Chancellor or designee. Modifications to this agreement shall require the filing and approval of a new PPRP application. This agreement shall be revocable only by mutual consent of the employee and the University of Maine System except as described in the applicable CBA or handbook between the University of Maine System and employee.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Campus President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor or Designee

\_\_\_\_\_  
Date

# Appendix K – Alternatives-to-Teaching Duties Associated with the Birth or Adoption of a Child UM MOU

## MEMORANDUM OF UNDERSTANDING University of Maine System and the Associated Faculties of the University of Maine

### **Alternatives-To-Teaching Duties Associated with the Birth or Adoption of a Child- University of Maine**

The University of Maine System and the Associated Faculties of the University of Maine agree to amend the workload provisions of the current Agreement for a period commencing September 1, 2008 and ending June 30, 2009 to enable faculty members at the University of Maine System to have access to a leave of absence associated with childbirth and adoption

All tenure-track and tenured academic year appointees who have substantial responsibility for the care of a newborn child or a child placed for adoption and who have exhausted all accrued disability leave available for absence related to childbirth, child care or adoption, may request to be assigned to alternative work assignment for one semester or the balance of the semester in which the sick leave is used. These alternatives are intended to substitute for up to the faculty member's full teaching load. Such assignments shall be made pursuant to Article 11- Workload with consultation between the faculty member, department or division or other appropriate unit chairperson and subject to the approval by the chief administrative officer or designee. Eligibility for such assignments shall normally extend from 3 months prior to 12 months following the birth or placement and shall be concluded within 12 months following the birth or placement. Normal salary payments will continue during this period. No faculty member will be penalized for making use of this policy. Faculty members serving in alternative work assignments under these provisions shall not be eligible for overload compensation.

As soon as practicable, the individual planning on taking alternative-to-teaching duties must:

- a) inform her or his peer committee and, in consultation with the department chair, develop a plan for alternative-to-teaching duties,
- b) complete the Request for Alternative to Teaching Duties form and forward, along with the plan outlining alternative duties to be performed, for review and approval to the chair, dean and Provost, approval of such plans shall not be unreasonably denied.
- c) file a report with the Department Chair upon completion of these duties. This report will become part of the annual faculty report.

Information about this program will be included in the faculty handbook and in materials distributed by Human Resources, including on the Family Friendly web site. Deans, chairs, directors and peer committees will be informed about the program.

### **Some examples of alternative-to-teaching duties options**

(Please note that this is not meant to be a comprehensive list; other options are possible.)

#### *Work on departmental administrative projects.*

- Work associated with university reaccreditation
- Work associated with departmental external review, including writing the self-study, compiling information needed for the self-study, working with external reviewers
- Work associated with curriculum development, including curriculum transformation and the introduction and development of technology in the classroom, and the development of distance learning options
- Work associated with the development of new departmental initiatives
- Work associated with networking with community groups linked to the department or to alumni of the department mentoring colleagues
- Mentoring colleagues

#### *Work on college projects*

- Workshops on teaching or research topics
- Participation in college committees, such as chair search committees, standing and ad hoc committees
- Involvement in college level work for accreditation
- Curriculum development
- Involvement in networking and development work


*Work on university and system projects*

- System-wide committees and project
- Comparative analysis of UM programs and programs at other universities

### **Policy on Course Coverage Following the Birth or Adoption of a Child**

As described in the Policy on Alternatives-To-Teaching Duties Associated with the Birth or Adoption of a Child, academic appointees who have substantial responsibility for the care of a newborn child or a child placed for adoption may substitute alternative-to-teaching duties for up to the faculty member's full teaching load.

Academic departments and department chairs are responsible for considering options to cover the course load of the faculty member who is using an alternative-to-teaching assignment. These options may include reassigning the course to another qualified departmental faculty member as part of their normal load, assigning the course to a faculty member as an overload, hiring adjunct faculty, canceling the course, or rescheduling the course in a different semester. The cost for one course from a resulting overload or adjunct hire will be funded by the Provost's Office. The cost for covering any other course or courses will be funded by the individual's department or college.

 date 5-20-08  
UMS

 date 5/16/08  
AFUM



## APPENDIX L - APPD-EHPTF Plan Design Recommendations

Health Program		Plan Design Effective 2/1/2014	
Base Health Plan	Provision	POS - In Network	CompCare
	Inpatient Hospital Deductible	Meet or exceed UMS Quality and Cost criteria = \$0	Meet or exceed UMS Quality and Cost criteria = no change
		Below UMS Quality and Cost criteria = \$100 IP Deductible	Below UMS Quality and Cost criteria = additional \$100 IP Deductible
	Non-Wellness PCP Visit Co-pay/Coinsurance	Meet or exceed UMS Quality criteria = \$10	UMS Cost & Quality design criteria = Subject to Current deductibles then 15%
		Below UMS Quality criteria = \$20	Below UMS Quality criteria = Subject to Current deductibles then 20%
	Specialist Co-pay	Meet or exceed UMS Quality criteria = \$20	Meet or exceed UMS Quality criteria = no change
		Below UMS Quality criteria = \$25	Below UMS Quality criteria = Subject to Current deductibles then 75%
	Selection of PCP Required	Yes	Yes (no referrals required)
	Urgent Care Facility	\$25	\$25
	Emergency Room Visit (if not admitted)	\$100	Additional \$100 deductible per visit
Prescription Drugs	Co-pays	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40	Preferred generic - \$5 Generic - \$10 Preferred brand - \$25 Non-preferred Brand- \$40
	Step Therapy	Yes (existing therapies grandfathered)	Yes (existing therapies grandfathered)
Health & Wellness	Participation Incentive - Phase I	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium	Premium based (average) Incentive - Participants= 90% UMS portion of premium/10% Employee portion of premium; Non-participants = 80% UMS portion of premium/20% Employee portion of premium
	Biometric Screening	Total Cholesterol (TC) HDL TC/HDL Ratio Triglycerides Glucose Blood Pressure Weight Height	
	Wellness Points Health Assessment	umsriseup.maine.edu umsriseup.maine.edu	

\*UMS current methodology for Tiering can be found on the UMS Benefits webpage at: <http://www.maine.edu/system/hr/medicalqip.php>. Current UMS criteria may change as UMS refines the criteria in conjunction with the Maine Health Management Coalition and the Employee Health Plan Task Force (EHPTF).

## **Appendix M - Workgroups**

### **Workgroups**

The parties agree to the following for the term of the 2015-2017 collective bargaining agreement. The contract may be reopened to negotiate over any areas which may necessitate changes due to APRIP recommendations.

Committees will be formed comprised of AFUM and UMS representatives, selected by the respective party, to discuss and study the following during the term of this agreement:

- Student evaluations – study best practices, including training and student signatures.
- Peer evaluations – develop a joint Association/University training to be provided to peer committees and Administrators involved in the evaluation process. The work will be completed so as to allow initial training sessions to be scheduled in the Spring 2016 Semester.
- Faculty hiring – study career paths in the lecturer job category and also clinical and practice hiring lines.
- Faculty Composition – study best practices regarding faculty composition, including full-time and part-time.
- Faculty Compensation – agreed to meet and discuss incentive pay programs with the understanding any such programs would be subject negotiation between the parties.